

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
**Form 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 30, 2016

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 1-32637

**GameStop Corp.**

(Exact name of registrant as specified in its Charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**20-2733559**  
(I.R.S. Employer  
Identification No.)

**625 Westport Parkway**  
**Grapevine, Texas**  
(Address of principal executive offices)



**76051**  
(Zip Code)

**Registrant's telephone number, including area code:**  
**(817) 424-2000**

**Securities registered pursuant to Section 12(b) of the Act:**

(Title of Class)	(Name of Exchange on Which Registered)
Class A Common Stock, \$.001 par value per share	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act:**

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Smaller reporting company   
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant was approximately \$4.76 billion, based upon the closing market price of \$45.85 per share of Class A Common Stock on the New York Stock Exchange as of August 1, 2015. (For purposes of this calculation all of the registrant's directors and officers are deemed affiliates of the registrant.)

Number of shares of \$.001 par value Class A Common Stock outstanding as of March 17, 2016: 103,875,772

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the definitive proxy statement of the registrant to be filed pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, for the 2016 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K.



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## Disclosure Regarding Forward-looking Statements

This Annual Report on Form 10-K (“Form 10-K”) contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). In some cases, forward-looking statements can be identified by the use of terms such as “anticipates,” “believes,” “continues,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “pro forma,” “seeks,” “should,” “will” or similar expressions. These statements are only predictions based on current expectations and assumptions and involve known and unknown risks, uncertainties and other factors that may cause our or our industry’s actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements included in this Form 10-K are based upon information available to us as of the filing date of this Form 10-K, and we undertake no obligation to update or revise any of these forward-looking statements for any reason, whether as a result of new information, future events or otherwise after the date of this Form 10-K, except as required by law. You should not place undue reliance on these forward-looking statements. The forward-looking statements involve a number of risks and uncertainties. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. A number of factors could cause our actual results, performance, achievements or industry results to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed in Part I, Item 1A of this Form 10-K under the heading “Risk Factors,” which are incorporated herein by reference. You should carefully consider the risks and uncertainties described in this Form 10-K.

## PART I

### Item 1. Business

#### General

GameStop Corp. (“GameStop,” “we,” “us,” “our,” or the “Company”) is a global family of specialty retail brands that makes the most popular technologies affordable and simple. Within our family of brands, we are the world’s largest omnichannel video game retailer, the largest AT&T® (“AT&T”) authorized reseller, the largest Apple® (“Apple”) certified products reseller, a Cricket Wireless™ reseller (“Cricket,” an AT&T brand) and the owner of [www.thinkgeek.com](http://www.thinkgeek.com), one of the world’s largest sellers of collectible pop-culture themed products. As of January 30, 2016, GameStop’s retail network and family of brands include 7,117 company-operated stores in the United States, Australia, Canada and Europe.

We are a Delaware corporation which, through a predecessor, began operations as a specialty retailer of video games in November 1996. Our corporate office is located in Grapevine, Texas.

#### Our Reportable Segments

We operate our business in four Video Game Brands segments: United States, Canada, Australia and Europe; and a Technology Brands segment.

#### *Video Game Brands*

The Video Game Brands segments include 6,081 stores, 4,013 of which are included in the United States segment. There are 325, 444, and 1,299 stores in the Canadian, Australian and European segments, respectively. The stores in our four Video Game Brands segments operate primarily under the names GameStop™ (“GameStop”), EB Games™ (“EB Games”), and Micromania. Each of the Video Game Brands segments consists primarily of retail operations, with all stores engaged in the sale of new and pre-owned video game systems, software and accessories, which we refer to as video game products. Our Video Game Brands stores sell various types of digital products, including downloadable content, network points cards, prepaid digital, prepaid subscription cards and digitally downloadable software and also sell certain mobile and consumer electronics products and collectible products. Through our omnichannel sales process, our customers can buy video game products and other merchandise online, reserve merchandise online and then pick it up in stores, or order products that may not be in-stock in stores and have it shipped to their homes. Our electronic commerce websites operate under the names [www.gamestop.com](http://www.gamestop.com), [www.ebgames.com.au](http://www.ebgames.com.au), [www.ebgames.co.nz](http://www.ebgames.co.nz), [www.gamestop.ca](http://www.gamestop.ca), [www.gamestop.it](http://www.gamestop.it), [www.gamestop.ie](http://www.gamestop.ie), [www.gamestop.de](http://www.gamestop.de), [www.gamestop.co.uk](http://www.gamestop.co.uk), [www.micromania.fr](http://www.micromania.fr) and [www.thinkgeek.com](http://www.thinkgeek.com). The network also includes: [www.kongregate.com](http://www.kongregate.com), a leading browser-based game site; Game Informer™ (“Game Informer”) magazine, the world’s leading print and digital video game publication; and iOS and Android mobile applications. Within our Video Game Brands segments, we operate 35 pop culture themed stores selling collectibles, apparel, gadgets, electronics, toys and other retail products for technology enthusiasts and general consumers, with 32 collectibles

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stores in international markets operating under the Zing Pop Culture brand and three stores in the United States operating under the ThinkGeek brand.

### **Technology Brands**

Our Technology Brands segment includes our Spring Mobile and Simply Mac businesses. Spring Mobile operates 890 AT&T branded wireless retail stores and 70 Cricket branded pre-paid wireless stores. The AT&T branded stores sell both pre and post-paid AT&T services, DirecTV service and wireless products, as well as related accessories and other consumer electronics products. Pre-paid AT&T services, wireless devices and related accessories are sold through the Cricket branded stores. Simply Mac operates 76 Simply Mac<sup>®</sup> branded stores which sell Apple products, including desktop computers, laptops, tablets and smart phones and related accessories and other consumer electronics products. As an authorized Apple reseller, Simply Mac also offers certified training, warranty and repair services to its customers.

Additional information, including financial information, regarding our reportable segments can be found in “Part II - Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Form 10-K and in Note 17, “Segment Information,” to our consolidated financial statements.

### **Our Strategy**

During the past few years, we have transformed from the world’s largest specialty retailer of physical video game products into a family of retail brands selling many of the world’s most popular technologies and pop-culture products. Our vision is to continue to expand our business as a global family of specialty retail brands. Our mission is to continue to be the world’s largest omnichannel retailer of new and pre-owned and value video game products, to continue to grow sales of digital products, to expand the sales of collectible products through our video game stores and [www.thinkgeek.com](http://www.thinkgeek.com), to increase the number of our pop culture-themed stores and to strategically grow our Technology Brands segment to further diversify our revenue streams. Our goal is to have 50% or more of our operating earnings for the 52 weeks ending February 1, 2020 (“fiscal 2019”) come from sources other than physical gaming.

Additionally, following on the success of extending our core competencies into our mobile business, we continue to seek other opportunities to extend these competencies to other businesses and retail categories to continue to grow our company. We have a broad-based executive management team with substantial experience in the retail sector in merchandising, marketing, supply chain management, store operations and real estate. Our strategy is to leverage our management team and core competencies to identify other retail concepts that we can acquire and rapidly expand. We believe our core competencies include the following:

- Real estate knowledge, including extensive relationships with landlords, portfolio management, negotiating skills and risk mitigation;
- Human resource management, including hiring, training, systems and processes, particularly in multi-unit management of small, limited staffing, specialty retail stores with expert staff in assisted-selling;
- Knowledge of buy-sell-trade programs, including pricing algorithms, inventory balancing, refurbishment capabilities and secondhand dealer laws;
- Customer retention programs, including using our loyalty programs to drive consumer awareness of new retail concepts and promote new products; and
- The ability to deploy capital in ways that diversify the underlying business, manage financial risk and increase shareholder value, including finding acquisitions that have a high return on invested capital and are accretive to earnings.

Our competencies in real estate and human resource management stem from our experience in rapid growth retail environments with a history of opening 300-400 stores annually, including growing our Technology Brands segment by over 550 stores during the 52 weeks ended January 30, 2016 (“fiscal 2015”).

We have anchored our strategy and growth plans upon the following pillars:

- *Maximize brick and mortar stores.* Our strategy regarding our retail stores includes growing our leading market share in video games, utilizing our stores to grow digital sales and applying our retail expertise to our Technology Brands businesses. Our growth strategy depends in part upon opening new stores and operating them profitably. We expect to open approximately 140 new stores in fiscal 2016, including 90 Video Game Brands stores (including 84 collectibles stores) and 50 Technology Brands stores. Our strategy also includes closing stores which are not meeting our performance standards or stores at the end of their lease terms and transferring sales to other nearby GameStop locations. We plan to close approximately 200 Video Game Brands stores worldwide in fiscal 2016.

In our video game stores, we provide a high level of customer service by hiring game enthusiasts and providing them with ongoing sales training, including training in the latest technical and functional elements of our products and services, making them the most knowledgeable associates in the video game retail market. We focus marketing efforts and store

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associates on driving the sale of new release video game products, both physical and digital. As the world's largest retailer of video game products with a proven capability to capture market share immediately following new product launches, we believe we regularly receive larger allocations of popular new video game products than our competitors. To assist our customers in obtaining immediate access to new releases, we offer our customers the opportunity to pre-order products in our stores or through our websites prior to their release.

Our Technology Brands businesses center around two strategic relationships: a long-term partnership with AT&T under which we sell AT&T products and services in our Spring Mobile managed AT&T and Cricket branded stores and certain AT&T products and services in our Simply Mac stores, and an agreement with Apple under which we sell Apple products and services in our Simply Mac stores.

We acquired Spring Mobile in November 2013. Spring Mobile has grown from approximately 90 AT&T branded stores at the end of 2012 to 890 stores as of January 30, 2016, through a program with two primary focuses. The first of these is to acquire AT&T resellers. The second is opening what we refer to as "whitespace" stores, or new stores in retail locations identified by either AT&T or Spring Mobile management and agreed to by both parties. AT&T supports the opening of new whitespace stores by its resellers in an effort to increase the size of its retail distribution channel. Both of these represent opportunities for strong growth in the near term for Spring Mobile.

We began opening pre-paid wireless stores in a few markets in November 2013 and have expanded to 70 Cricket stores operated by Spring Mobile as of the end of fiscal 2015 and expect to continue to expand our prepaid stores with AT&T.

Simply Mac has grown from 8 stores in the fall of 2012, when we acquired 49.9% of the company, to 76 stores as of the end of fiscal 2015. We completed the acquisition of the remaining ownership in Simply Mac in November 2013. We intend to continue to open new Simply Mac stores in the coming years. Simply Mac's primary focus for store expansion is in U.S. markets which generally do not have the size and demographics to make them attractive for an Apple-owned store.

In connection with the continued expansion of our Technology Brands business, Spring Mobile and Simply Mac completed acquisitions of several additional AT&T resellers and an authorized Apple retailer, respectively, in fiscal 2015. We continue to seek opportunities to extend core competencies to other products and retail categories in order to continue to grow and to help mitigate the financial impact from the cyclical nature of the video game console cycle.

In July 2015, we purchased ThinkGeek, an online and wholesale retailer and developer that sells pop culture themed collectibles, apparel, gadgets, electronics, toys and other retail products for technology enthusiasts and general consumers through the [www.thinkgeek.com](http://www.thinkgeek.com) website and certain exclusive products to wholesale channel customers. The addition of ThinkGeek provides an expansion of our global omnichannel platform and enables us to broaden our product offering in the collectibles category, including standalone stores and deepen relationships with our existing customer base.

- *Expand our pre-owned business.* We believe we are the largest retailer of pre-owned video game products in the world and carry the broadest selection of pre-owned and value video game products for both current and previous generation platforms, giving us a unique advantage in the video game retail industry. The opportunity to trade-in and purchase pre-owned video game products offers our customers a unique value proposition generally unavailable at most mass merchants, toy stores and consumer electronics retailers. We obtain most of our pre-owned video game products from trade-ins made in our stores by our customers. Pre-owned and value video game products generate significantly higher gross margins than new video game products. Our strategy consists of continuing to expand our product assortment to drive sales and gross profit growth, increasing consumer awareness of the benefits of trading in and buying pre-owned video game products through increased marketing activities and the use of both broad and targeted marketing to our loyalty program members. The supply of trade-ins of video game products, and the demand for resale of these products, is affected by overall demand for video game products and the introduction of new software and hardware by our suppliers. We expect the continued adoption of next-generation consoles and software to drive trade-ins of video game products, thereby expanding our supply of pre-owned video game products.

Our Simply Mac stores also offer customers the opportunity to trade-in and purchase pre-owned Apple products.

- *Own the customer.* Sustaining and growing our existing customer base is dependent upon our ability to increase GameStop brand awareness, to drive membership in our loyalty programs, to engage with customers online, through social media and our mobile apps, and to expand our market leadership position by offering a variety of new and pre-owned video game products and continuing to enhance our mobile and digital product and service offerings. We operate loyalty programs in each of the countries in which we operate our Video Game Brands stores. Our U.S. loyalty program, called PowerUp Rewards™ ("PowerUp Rewards"), had over 33 million members as of January 30, 2016. Our loyalty programs in our video game stores in the remaining countries had over 13 million members as of January 30, 2016. Our loyalty programs generally offer our customers the ability to sign up for a free or paid membership which gives our customers access to exclusive video game related rewards. The programs' paid memberships may also include a subscription to *Game Informer* magazine, additional discounts on pre-owned merchandise in our stores and additional credit on trade-ins of pre-owned

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products. Approximately 6 million of the 33 million U.S. loyalty members were paying members. Our websites allow our customers to buy games online, reserve or pick up merchandise in our stores, order in-store for home delivery and to learn about the latest video game products and their availability in our stores. Together, our loyalty programs, websites, mobile applications, magazine and other properties are a part of our omnichannel retail strategy designed to enhance our relationships with our customers, making it easier for our customers to transact with us and increase loyalty.

Our store personnel provide value-added services to each customer, such as maintaining lists of regular customers and reserving new releases for customers with a down payment to ensure product availability. In addition, our store personnel readily provide product reviews and ratings to ensure customers are making informed purchasing decisions and inform customers of available resources, including Game Informer and our e-commerce sites, to increase a customer's enjoyment of the product upon purchase.

- *Expand our digital growth strategy.* Growth in the video game industry in recent years has been fueled by the proliferation of online game play, the sale of video games delivered in digital form and the expansion of other forms of digital gaming. The recent generations of video game consoles contain the technology to digitally download video game software content and a growing market has developed for the sale of digitally downloadable add-on content for physical games, which the video game industry calls "DLC" and, more recently, full game downloads. The digital game market also consists of both immersive and casual games delivered over the internet to computers, tablets, smart phones and other devices. We sell a variety of digitally downloadable content in our video game stores and on our websites, including DLC, full game downloads, network points cards, prepaid digital and prepaid subscription cards. We believe we are the only significant brick-and-mortar retail seller of DLC and that we are frequently the leading seller of DLC for most major game titles.

Additionally, we operate Kongregate, which is a leading platform for web and mobile gaming that has attracted over 4.9 billion web gameplays and over 2.0 billion mobile gameplays since its launch. Kongregate is also a publisher of mobile games and has several titles available in both the Apple and Google app stores, which have received over 65 million mobile installs. We intend to continue investing in the expansion of Kongregate's mobile game publishing platform through the development of new games designed to appeal to core gamers across the Kongregate and GameStop networks.

- *Maintain a disciplined capital allocation.* Our objective in recent years has been to return a significant portion of our free cash flow to our shareholders through share repurchases and dividends unless more strategic opportunities arise that we believe would create more meaningful shareholder returns. In fiscal 2015, we paid dividends of \$1.44 per share of Class A Common Stock, totaling approximately \$154.1 million for the year. Additionally, on February 23, 2016, our Board of Directors authorized an increase in our annual cash dividend to \$1.48 per share of Class A Common Stock, with the first quarterly dividend of fiscal 2016 of \$0.37 per share of Class A Common Stock, payable on March 22, 2016 to stockholders of record on March 8, 2016. In fiscal 2015, we repurchased 5.2 million shares of our Class A Common Stock at an average price per share of \$38.68 for a total of \$202.0 million.

In order to create more meaningful shareholder returns, as we evaluate investments in strategic opportunities, we target internal rates of return ("IRR") in excess of 20% for whitespace store expansion and acquisitions. The total consideration of the completed acquisitions of additional AT&T resellers and an authorized Apple retailer in fiscal 2015 was \$141.5 million net of cash acquired. The total consideration paid for ThinkGeek in July 2015, was \$126.0 million, net of \$13.9 million of cash acquired.

### **Market Size**

*Video Game Products.* Based upon estimates compiled by various market research firms, including NPD Group, Inc. ("NPD") and International Development Group ("IDG"), we estimate that the combined market for new physical video game products and PC entertainment software was approximately \$20.3 billion in 2015 in the countries in which we operate. This estimated market excludes sales of pre-owned video game products, which are not currently measured by any third party research firms. Additionally, based on estimates compiled by various market research firms, we estimate that the market in North America for content in digital format (full game and add-on content downloads for console and PC, subscriptions, mobile games and social network games) was between \$8 billion and \$10 billion in 2015.

*Mobile and Consumer Electronics.* The mobile and consumer electronics market, as we refer to it, consists primarily of wireless services, new and pre-owned mobile devices, such as smart phones and tablets, consumer electronics such as Apple products and services, non-gaming headsets and accessories. The market for wireless devices and services is estimated by CTIA - The Wireless Association<sup>®</sup> to be approximately \$196 billion. We expect that the market for AT&T services and products and the wireless market in general will continue to grow as more and more wireless devices connect to the internet through wireless networks and as AT&T continues to broaden its offerings of content and services, such as DirecTV.

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### **Merchandise**

We categorize our sale of products and services as follows:

*New Video Game Hardware.* We offer the video game platforms of all major manufacturers, including the Sony PlayStation 4, PlayStation 3, PlayStation Vita, Microsoft Xbox One, Xbox 360 and Kinect and the Nintendo Wii U, Wii and DS line. We also offer extended service agreements on video game hardware and software. Video game hardware sales are generally driven by the introduction of new platform technology and the reduction in price points as platforms mature. We are in a console cycle which began with the Nintendo Wii U launch in November 2012 and the launches of the PlayStation 4 and Xbox One in November 2013. We believe that selling video game hardware increases store traffic and promotes customer loyalty, leading to increased sales of video game software and accessories, which have higher gross margins than video game hardware.

*New Video Game Software.* We purchase new video game software from the leading manufacturers, including Sony, Nintendo and Microsoft, as well as all other major third-party game publishers, such as Electronic Arts and Activision. We are one of the largest customers of video game titles sold by these publishers. We generally carry approximately 600 SKUs of new video game software at any given time across a variety of genres, including Sports, Action, Strategy, Adventure/Role Playing and Simulation.

*Pre-owned Video Game Products.* We provide our customers with an opportunity to trade in their pre-owned video game products in our stores in exchange for store credits which can be applied towards the purchase of other products, primarily new merchandise. We believe this process drives our higher market share, particularly at launch. We resell these pre-owned video game products and have the largest selection (approximately 3,000 SKUs) of pre-owned video game titles which have an average price of \$23 as compared to an average price of \$44 for new video game titles and which generate significantly higher gross margins than new video game products. Our highly-customized inventory management system allows us to actively manage the pricing and product availability of our pre-owned video game products across our store base and to reallocate our inventory as necessary. Our trade-in program also allows us to be one of the only suppliers of previous generation platforms and related video games. We also operate refurbishment centers in the U.S., Canada, Australia and Europe, where defective video game products can be tested, repaired, relabeled, repackaged and redistributed back to our stores.

*Video Game Accessories.* Video game accessories consist primarily of controllers, gaming headsets, memory cards and other add-ons for use with video game hardware and software.

*Digital.* The proliferation of online game play through Microsoft Xbox Live, the PlayStation Network and PC gaming websites has led to consumer demand for subscription, time and points cards (“digital currency”) as well as DLC, for existing console video games. We sell a wide variety of digital currency and we have developed technology to sell DLC and full-game downloads in our stores and on our U.S. website. We believe we are the worldwide leading retailer of digital currency sales and the sale of DLC for Xbox Live and the PlayStation Network.

*Mobile and Consumer Electronics.* Our mobile and consumer electronics business consists primarily of the revenues generated in our Technology Brands segment through Spring Mobile managed AT&T and Cricket branded stores and Simply Mac stores from the sales of wireless products and services and Apple and other consumer electronics. This product category also includes the sale of headphones and accessories and buying, selling and trading of select pre-owned smart phones in a majority of stores in our U.S. and international markets.

*Other Products.* Our sales of licensed merchandise and collectibles primarily related to the video game, television and movie industries through our video game stores, ThinkGeek stores, Zing Pop Culture stores and [www.thinkgeek.com](http://www.thinkgeek.com) have grown dramatically in fiscal 2015 to over \$300 million. We also offer PC entertainment software from many of the largest PC publishers, including Electronic Arts, Take Two and Activision across a variety of genres, including Sports, Action, Strategy, Adventure/Role Playing and Simulation. We also carry strategy guides, magazines and gaming-related toys, such as Amiibos from Nintendo, Skylanders from Activision and Infinity from Disney.

The products in our Video Games Brands segments are substantially the same regardless of geographic location, with the primary differences in merchandise being the timing of release of new products in the various geographies, language translations and the timing of roll-outs of newly developed technology enabling the sale of new digital products. Our in-store video game product inventory generally consists of a constantly changing selection of over 5,000 SKUs. We have buying groups in each of our segments that negotiate terms, discounts and cooperative advertising allowances for the stores in their respective geographic areas. We use customer requests and feedback, pre-orders, industry magazines and product reviews to determine which new releases are expected to be hits. Pre-orders are tracked at individual stores to distribute titles and capture demand effectively. This merchandise management is essential because a significant portion of a game’s sales are usually generated in the first days and weeks following its release.

### **Store Operations**

We design our video game stores to provide an electronic gaming atmosphere with an engaging and visually captivating layout, with an average size of 1,400 square feet. Our video game stores are typically equipped with several video game sampling areas,

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which provide our customers the opportunity to play games before purchase, as well as equipment to play video game clips. We use store configuration, in-store signage and product demonstrations to produce marketing opportunities both for our vendors and for us.

Our Technology Brands stores vary in size, with an average size of approximately 1,800 square feet. Our Spring Mobile managed AT&T and Cricket branded stores carry wireless products and accessories, and our Simply Mac stores carry Apple and other consumer electronics.

Our stores are generally located in high-traffic “power strip centers,” local neighborhood strip centers, high-traffic shopping malls and pedestrian areas, primarily in major metropolitan areas. These locations provide easy access and high frequency of visits and, in the case of strip centers and high-traffic pedestrian stores, high visibility. We target strip centers that are conveniently located, have a mass merchant or supermarket anchor tenant and have a high volume of customers.

### Site Selection and Locations

*Site Selection.* Site selections for new stores are made after an extensive review of demographic data, including data from our PowerUp Rewards loyalty program, and other information relating to market potential, competitor access and visibility, compatible nearby tenants, accessible parking, location visibility, lease terms and the location of our other stores. Spring Mobile managed AT&T and Cricket branded stores are selected after approval from AT&T. Simply Mac stores are selected with input from Apple. In each of our geographic segments, we have a dedicated staff of real estate personnel experienced in selecting store locations.

*Domestic Locations.* The table below sets forth the number and locations of our domestic stores included in the U.S. Video Game Brands and Technology Brands segments as of January 30, 2016:

	Number of Stores			Number of Stores			Number of Stores	
	U.S. Video Game Brands	Technology Brands		U.S. Video Game Brands	Technology Brands		U.S. Video Game Brands	Technology Brands
Alabama	62	4	Kentucky	72	8	Ohio	173	10
Alaska	7	—	Louisiana	68	2	Oklahoma	47	—
Arizona	77	27	Maine	10	—	Oregon	35	41
Arkansas	32	1	Maryland	91	11	Pennsylvania	192	32
California	403	172	Massachusetts	80	22	Puerto Rico	35	—
Colorado	59	30	Michigan	105	4	Rhode Island	13	—
Connecticut	51	30	Minnesota	48	21	South Carolina	71	7
Delaware	15	11	Mississippi	45	2	South Dakota	10	2
District of Columbia	—	3	Missouri	69	2	Tennessee	96	6
Florida	257	61	Montana	10	10	Texas	363	67
Georgia	127	63	Nebraska	21	5	Utah	27	37
Guam	2	—	Nevada	39	11	Vermont	5	—
Hawaii	21	—	New Hampshire	24	1	Virginia	129	39
Idaho	16	6	New Jersey	125	26	Washington	75	42
Illinois	158	41	New Mexico	25	6	West Virginia	29	—
Indiana	88	36	New York	235	71	Wisconsin	60	28
Iowa	32	11	North Carolina	131	16	Wyoming	8	9
Kansas	31	1	North Dakota	9	1			
<b>Total Domestic Stores</b>							<b>4,013</b>	<b>1,036</b>

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*International Locations.* The table below sets forth the number and locations of our international stores included in the Video Game Brands segments in Canada, Europe and Australia as of January 30, 2016:

	<b>Number of Stores</b>
Canada	325
<b>Total Stores - Canada Video Game Brands</b>	<b>325</b>
Australia	403
New Zealand	41
<b>Total Stores - Australia Video Game Brands</b>	<b>444</b>
Austria	29
Denmark	36
Finland	18
France	433
Germany	216
Ireland	51
Italy	400
Norway	37
Sweden	60
Switzerland	19
<b>Total Stores - Europe Video Game Brands</b>	<b>1,299</b>
<b>Total International Stores</b>	<b>2,068</b>
<b>Total Stores</b>	<b>7,117</b>

### **Game Informer**

We publish *Game Informer*, the world's largest print and digital video game publication and website featuring reviews of new title releases, game tips and news regarding current developments in the video game industry. Print and digital versions of the monthly magazine are sold through subscriptions, digitally and through displays in our stores throughout most of the world. *Game Informer* magazine is the fourth largest consumer publication in the U.S. and for its December 2015 issue, the magazine had approximately 6.8 million paid subscribers, including over 2.6 million paid digital magazine subscribers. The digital version of the magazine is the largest subscription digital magazine in the world. *Game Informer* is a part of the PowerUp Rewards Pro loyalty program and is a key feature of each paid PowerUp Rewards membership. Operating results from the English version of *Game Informer* are included in the United States segment as this represents where the majority of subscriptions and sales are generated. Other international version results from *Game Informer* operations are included in the segment in which the sales are generated.

### **Omnichannel**

We operate several electronic commerce websites in various countries, including [www.gamestop.com](http://www.gamestop.com), [www.ebgames.com.au](http://www.ebgames.com.au), [www.ebgames.co.nz](http://www.ebgames.co.nz), [www.gamestop.ca](http://www.gamestop.ca), [www.gamestop.it](http://www.gamestop.it), [www.gamestop.ie](http://www.gamestop.ie), [www.gamestop.de](http://www.gamestop.de), [www.gamestop.co.uk](http://www.gamestop.co.uk), [www.micromania.fr](http://www.micromania.fr) and [www.thinkgeek.com](http://www.thinkgeek.com), that allow our customers to buy video game products and other merchandise online and allow customers to reserve merchandise online and then pick it up in stores, or order products that may not be in-stock in stores and have it shipped to their homes. The sites also offer customers information and content about available games, release dates for upcoming games, and access to store information, such as location and product availability. E-commerce results are included in the geographic segment where the sales originate. Additionally, with our GameStop mobile app, smart phone users can browse our extensive product selection and experience an enhanced PowerUp Rewards dashboard. We estimate that the GameStop mobile app has been installed over 6 million times.

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### **Kongregate**

We operate Kongregate, which is a leading web and mobile gaming platform. Over 31,000 developers have uploaded more than 106,000 games to [www.kongregate.com](http://www.kongregate.com). The majority of Kongregate's revenues come from its mobile apps and in-game transactions utilizing a proprietary virtual currency called Kreds. Kongregate's mobile publishing division has several titles available in both the Apple and Google app stores.

### **Advertising**

Given the high foot traffic drawn past our stores, we use in-store marketing efforts such as window displays and "coming soon" signs to attract customers, as well as to promote our products. Inside our stores, we feature selected products through the use of vendor displays, "coming soon" or preview videos, signs, catalogs, point-of-purchase materials and end-cap displays. These advertising efforts are designed to increase the initial sales of new titles upon their release.

On a global basis, we receive cooperative advertising and market development funds from most of our manufacturers, distributors, software publishers and accessory suppliers to promote their respective products. Generally, vendors agree to purchase advertising space in one of our advertising vehicles. Once we run the advertising, the vendor pays us an agreed amount.

Our loyalty programs are designed to incent our customers to shop more often at our stores and to allow us to market directly to our customers based on their individual tastes and preferences. Our loyalty programs provide members with the opportunity to earn unique video game related rewards not available through any other retailer. Vendors also participate in these programs to increase the sales of their individual products.

In the last several years, as part of our brand-building efforts and targeted growth strategies, we expanded our advertising and promotional activities in certain targeted markets at key times of the year. In addition, we expanded our use of television and radio advertising in certain markets to promote brand awareness, our pre-owned business and store openings. We expect our investment in advertising to increase.

### **Distribution and Information Management**

Our operating strategy involves providing a broad merchandise selection to our customers as quickly and as cost-effectively as possible. We use our inventory management systems to maximize the efficiency of the flow of products to our stores, enhance store efficiency and optimize store in-stock and overall investment in inventory.

*Distribution.* We operate distribution facilities in various locations throughout the world, with each location strategically located to support the operations in a particular country or region. In order to enhance our first-to-market distribution network, we also utilize the services of several off-site, third-party operated distribution centers that pick up products from our suppliers, repack the products for each of our stores and ship those products to our stores by package carriers. Inventory is shipped to each store at least twice a week, or daily, if necessary, in order to keep stores in supply of products. Our distribution facilities also typically support refurbishment of pre-owned products to be redistributed to our stores.

We distribute video game products to our U.S. stores through a 353,000 square foot distribution center in Grapevine, Texas and a 260,000 square foot distribution center in Louisville, Kentucky. The technology used in the distribution centers allows for high-volume receiving and distributions to stores.

We distribute merchandise to our Canadian segment from two distribution centers in Brampton, Ontario. We have a distribution center near Brisbane, Australia which supports our Australian operations and a small distribution facility in New Zealand which supports the stores in New Zealand. European segment operations are supported by five regionally-located distribution centers in Milan, Italy; Memmingen, Germany; Arlov, Sweden; Dublin, Ireland; and Paris, France.

*Digital Distribution.* We have developed proprietary technology to work in conjunction with developers, as well as Microsoft and Sony, to enable us to sell DLC and full-game downloads in our stores and on our e-commerce sites.

*Management Information Systems.* Our proprietary inventory management systems and point-of-sale technology show daily sales and in-store stock by title by store. Our systems use this data to automatically generate replenishment shipments to each store from our distribution centers, enabling each store to carry a merchandise assortment uniquely tailored to its own sales mix and rate of sale. Our call lists and reservation system also provide our buying staff with information to determine order size and inventory management for store-by-store inventory allocation.

To support most of our operations, we use a large-scale, Intel-based computing environment with a state-of-the-art storage area network and a wired and wireless corporate network installed at our U.S. and regional international headquarters, and a secure, virtual private network to access and provide services to computing assets located in our stores, distribution centers and satellite offices and to our mobile workforce. This strategy has proven to minimize initial outlay of capital while allowing for flexibility and growth as operations expand. Regional communication links exist to each of our distribution centers and offices in international locations with connectivity to our U.S. data center as required by our international, distributed applications.

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Our proprietary point-of-sale system has been enhanced to facilitate trade-in transactions, including automatic look-up of trade-in prices and printing of machine-readable bar codes to facilitate in-store restocking of pre-owned video games. In addition, our central database of all pre-owned and value video game products allows us to actively manage the pricing and product availability of our pre-owned video game products across our store base and reallocate our pre-owned and value video game products as necessary.

### **Field Management and Staff**

Each of our Video Game Brands stores employs, on average, one store leader, one assistant store leader and between two and ten sales associates, many of whom are part-time employees. Each store leader is responsible for managing their personnel and the economic performance of their store. We have cultivated a work environment that attracts employees who are actively interested in video games so that they are better able to assist customers. To encourage them to sell the full range of our products and to maximize our profitability, we provide our employees with targeted incentive programs to drive overall sales and sales of higher margin products.

Our stores communicate with our corporate offices daily via e-mail. This e-mail allows for better tracking of trends in upcoming titles, competitor strategies and in-stock inventory positions and the opportunity to communicate directly with our executives. We have invested in significant management training programs for our store leaders and our district leaders to enhance their business management skills. We also sponsor our annual store leaders' conferences at which we conduct intense educational training programs to provide our video game store employees with information about the upcoming video game products that will be released by publishers during the holiday season. All video game software publishers and vendors are invited to attend the conferences.

Our Video Game Brands store operations are managed by market vice presidents or managing directors (in the case of international markets) who directly supervise regional leaders. The regions are further divided into districts, each with a district leader covering an average of 15 stores.

Our Technology Brands segment is managed by a senior vice president who manages a vice president for each of our three store concepts. We operate the AT&T branded, Cricket branded and Simply Mac branded stores with a field management and store management structure similar to that of our Video Game Brands stores.

### **Vendors**

We purchase substantially all of our new products worldwide from over 80 manufacturers, software publishers and several distributors. Purchases from the top ten vendors accounted for approximately 96% of our new product purchases in fiscal 2015. Sony, Microsoft, Nintendo and Electronic Arts accounted for 27%, 19%, 11% and 10%, respectively, of our new product purchases during fiscal 2015. We have established price protections with our primary vendors in order to reduce our risk of inventory obsolescence. In addition, we have few purchase contracts with video game trade vendors and generally conduct business on an order-by-order basis, a practice that is typical throughout the industry. We believe that maintaining and strengthening our long-term relationships with our vendors is essential to our operations and continued expansion. We believe that we have very good relationships with our vendors.

### **Competition**

The video game industry is intensely competitive and subject to rapid changes in consumer preferences and frequent new product introductions. We compete with mass merchants and regional chains; computer product and consumer electronics stores; other video game and PC software specialty stores; toy retail chains; direct sales by software publishers; and online retailers and game rental companies. Video game products are also distributed through other methods such as digital delivery. We also compete with sellers of pre-owned and value video game products. Additionally, we compete with other forms of entertainment activities, including casual and mobile games, movies, television, theater, sporting events and family entertainment centers.

In the U.S., we compete with Wal-Mart Stores, Inc. ("Wal-Mart"); Target Corporation ("Target"); Amazon.com, Inc. ("Amazon.com"); and Best Buy Co., Inc. ("Best Buy"), among others. Throughout Europe we compete with major consumer electronics retailers such as Media Markt, Saturn and FNAC, major hypermarket chains like Carrefour and Auchan, and online retailer Amazon.com. Competitors in Canada include Wal-Mart and Best Buy. In Australia, competitors include K-Mart, Target and JB HiFi stores.

Our Spring Mobile AT&T branded stores compete with mass market retailers such as Wal-Mart, Best Buy and Target, among others, as well as other pre-paid and post-paid wireless carriers and their distribution channels, including Verizon, Sprint and T-Mobile. Our Simply Mac stores compete with mass-market retailers as noted above. Our Spring Mobile managed Cricket branded stores compete with the pre-paid and post-paid wireless service offerings of Verizon, T-Mobile, Sprint and other prepaid brands including Boost, GoPhone and MetroPCS.

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### Seasonality

Our business, like that of many retailers, is seasonal, with the major portion of our sales and operating profit realized during the fourth fiscal quarter, which includes the holiday selling season. During fiscal 2015, we generated approximately 38% of our sales during the fourth quarter. During fiscal 2014, we generated approximately 37% of our sales during the fourth quarter.

### Trademarks

We have a number of trademarks and servicemarks, including “GameStop,” “Game Informer,” “EB Games,” “Electronics Boutique,” “ThinkGeek,” “Spring Mobile,” “Simply Mac,” “Kongregate,” “Power to the Players™” and “PowerUp Rewards,” which have been registered by us with the United States Patent and Trademark Office. For many of our trademarks and servicemarks, including “Micromania,” we also have registered or have registrations pending with the trademark authorities throughout the world. We maintain a policy of pursuing registration of our principal marks and opposing any infringement of our marks.

### Employees

We have approximately 20,000 full-time salaried and hourly employees and between 30,000 and 62,000 part-time hourly employees worldwide, depending on the time of year. Fluctuation in the number of part-time hourly employees is due to the seasonality of our business. We believe that our relationship with our employees is excellent. Some of our international employees are covered by collective bargaining agreements, while none of our U.S. employees are represented by a labor union or are members of a collective bargaining unit.

### Available Information

We make available on our corporate website ([www.gamestopcorp.com](http://www.gamestopcorp.com)), under “Investor Relations — SEC Filings,” free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports as soon as reasonably practicable after we electronically file or furnish such material to the Securities and Exchange Commission (“SEC”). You may read and copy this information or obtain copies of this information by mail from the Public Reference Room of the SEC, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. Further information on the operation of the SEC’s Public Reference Room in Washington, D.C. can be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website that contains reports, proxy statements and other information about issuers, like GameStop, who file electronically with the SEC. The address of that site is <http://www.sec.gov>. In addition to copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, our Code of Standards, Ethics and Conduct is available on our website under “Investor Relations — Corporate Governance” and is available to our stockholders in print, free of charge, upon written request to the Investor Relations Department at GameStop Corp., 625 Westport Parkway, Grapevine, Texas 76051.

### Item 1A. Risk Factors

An investment in our company involves a high degree of risk. You should carefully consider the risks below, together with the other information contained in this report, before you make an investment decision with respect to our company. The risks described below are not the only ones facing us. Additional risks not presently known to us, or that we consider immaterial, may also impair our business operations. Any of the following risks could materially adversely affect our business, operating results or financial condition, and could cause a decline in the trading price of our common stock and the value of your investment.

#### Risks Related to Our Business

***If economic conditions do not improve, demand for the products we sell may decline.***

Sales of our products involve discretionary spending by consumers. Consumers are typically more likely to make discretionary purchases, including purchasing video game products, when there are favorable economic conditions. In recent years, poor worldwide economic conditions have led consumers to delay or reduce discretionary spending, including purchases of the products we sell. If conditions do not continue to improve, or deteriorate, these delays or reductions may continue, which could negatively impact our business, results of operations and financial condition.

***The video game industry is cyclical and affected by the introduction of next-generation consoles, which could negatively impact the demand for existing products or our pre-owned business.***

The video game industry has been cyclical in nature in response to the introduction and maturation of new technology. Following the introduction of new video game platforms, sales of these platforms and related software and accessories generally increase due to initial demand, while sales of older platforms and related products generally decrease as customers migrate toward the new platforms. A new console cycle began when Nintendo launched the Wii U in November 2012 and Sony and Microsoft

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each launched their next generation of consoles, the PlayStation 4 and Xbox One, respectively, in November 2013. If the new video game platforms do not continue to be successful, our sales of video game products could decline. The introduction of these next-generation consoles could negatively impact the demand for existing products or our pre-owned business, which could have a negative impact on our sales and earnings.

### ***The introduction of another new generation of consoles could negatively impact the demand for existing products or our pre-owned business.***

The introduction of another new generation of consoles, the features of such consoles or changes to the existing generations of consoles, including any future restrictions or conditions that may adversely affect our pre-owned business or the ability to play prior generation video games on such consoles, and the impact on demand for existing products could have a negative impact on our sales and earnings.

### ***We depend upon the timely delivery of new and innovative products from our vendors.***

We depend on major hardware manufacturers, primarily Microsoft, Sony and Nintendo, to deliver new and existing video game platforms and new innovations on a timely basis and in anticipated quantities. In addition, we depend on software publishers to introduce new and updated software titles. We have experienced sales declines in the past due to a reduction in the number of new software titles available for sale. Any material delay in the introduction or delivery, or limited allocations, of hardware platforms or software titles could result in reduced sales.

### ***If we fail to keep pace with changing industry technology and consumer preferences, we will be at a competitive disadvantage.***

The interactive entertainment industry is characterized by swiftly changing technology, evolving industry standards, frequent new and enhanced product introductions, rapidly changing consumer preferences and product obsolescence. Video games are now played on a wide variety of mediums, including mobile phones, tablets, social networking websites and other devices. In order to continue to compete effectively in the video game industry, we need to respond quickly to technological changes and to understand their impact on our customers' preferences. It may take significant time and resources to respond to these technological changes. If we fail to keep pace with these changes, our business may suffer.

### ***Technological advances in the delivery and types of video games and PC entertainment software, as well as changes in consumer behavior related to these new technologies, could lower our sales.***

While it is currently possible to download video game content to the current generation video game systems, downloading is somewhat constrained by bandwidth capacity and video game file sizes. However, broadband speeds are increasing and downloading technology is becoming more prevalent and continues to evolve rapidly. The current consoles from Sony and Microsoft have facilitated download technology. If these consoles and other advances in technology continue to expand our customers' ability to access and download the current format of video games and incremental content for their games through these and other sources, our customers may no longer choose to purchase video games in our stores or reduce their purchases in favor of other forms of game delivery. As a result, our sales and earnings could decline.

### ***We may not compete effectively as browser, mobile and social gaming becomes more popular.***

Gaming continues to evolve rapidly. The popularity of browser, mobile and social gaming has increased greatly and this popularity is expected to continue to grow. Browser, mobile and social gaming is accessed through hardware other than the consoles and traditional hand-held video game devices we currently sell. If we are unable to respond to this growth in popularity of browser, mobile and social games and transition our business to take advantage of these new forms of gaming, our financial position and results of operations could suffer. We have been and are currently pursuing various strategies to integrate these new forms of gaming into our business model, but we can provide no assurances that these strategies will be successful or profitable.

### ***Our ability to obtain favorable terms from our suppliers may impact our financial results.***

Our financial results depend significantly upon the business terms we can obtain from our suppliers, including competitive prices, unsold product return policies, advertising and market development allowances, freight charges and payment terms. We purchase substantially all of our products directly from manufacturers, software publishers and, in some cases, distributors. Our largest vendors worldwide are Sony, Microsoft, Nintendo and Electronic Arts, which accounted for 27%, 19%, 11% and 10%, respectively, of our new product purchases in fiscal 2015. If our suppliers do not provide us with favorable business terms, we may not be able to offer products to our customers at competitive prices.

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***If our vendors fail to provide marketing and merchandising support at historical levels, our sales and earnings could be negatively impacted.***

The manufacturers of video game hardware and software have typically provided retailers with significant marketing and merchandising support for their products. Additionally, AT&T and Apple provide our Technology Brands stores with similar support. As part of this support, we receive cooperative advertising and market development payments from these vendors. These cooperative advertising and market development payments enable us to actively promote and merchandise the products we sell and drive sales at our stores and on our websites. We cannot assure you that vendors will continue to provide this support at historical levels. If they fail to do so, our sales and earnings could be negatively impacted.

***The continued growth of our Technology Brands segment is dependent in large part on our relationship with AT&T and any material adverse change to this relationship would affect our results.***

We continue to grow our Technology Brands segment as a way to diversify our business in order to continue to drive growth and to help mitigate the financial impact from the cyclical nature of the video game console business. Gross margins in our Technology Brands segment are higher than in our Video Game Brands segment and as a result, a growing portion of our profits is due to the growth of our Technology Brands segment. Our Technology Brands segment is primarily conducted through Spring Mobile, an authorized AT&T reseller currently operating 890 AT&T branded stores selling post-paid wireless services and products, and 70 Cricket branded stores selling pre-paid wireless services and products. Therefore, we depend in large part on our relationship with AT&T for the continued growth of our Technology Brands segment. In particular, we depend on AT&T for constant innovation and the timely delivery of products and services to our stores. Any material adverse change in our relationship with AT&T, including termination of the relationship (which is permissible upon a short notice period), the lack of innovation or failure to timely supply products or competitive service plans, or changes in the manner in which AT&T compensates its resellers, could materially affect the continued growth of our Technology Brands segment and our financial condition and results of operations.

***Our growing relationship with AT&T could have an adverse impact on our business, including as a result of restrictions on our ability to offer products and services in the United States that compete with AT&T in wireless and wireline communications and a variety of technology businesses.***

We are a significant reseller of AT&T products and services through our Technology Brands segment. We also sell certain AT&T products and services through our Video Game Brands stores. Our agreements with AT&T and its affiliates impose significant restrictions on our ability to offer products and services in the United States that compete with AT&T in wireless and wireline communications and a variety of technology businesses, including several that are adjacent to markets in which we participate or are considering entering, which could materially adversely impact this component of our business.

***We have made and may make investments and acquisitions which could negatively impact our business if we fail to successfully complete and integrate them, or if they fail to perform in accordance with our expectations.***

To enhance our efforts to grow and compete, we have made and continue to make investments and acquisitions. These activities include investments in and acquisitions of digital, browser, social and mobile gaming and technology-based companies as the delivery methods for video games continue to evolve, and investments in new retail categories like wireless and consumer electronics. Our plans to pursue future transactions are subject to our ability to identify potential candidates and negotiate favorable terms for these transactions. Accordingly, we cannot assure you that future investments or acquisitions will be completed. In addition, to facilitate future transactions, we may take actions that could dilute the equity interests of our stockholders, increase our debt or cause us to assume contingent liabilities, all of which may have a detrimental effect on the price of our common stock. Also, companies that we have acquired, and that we may acquire in the future, could have products that are in development, and there is no assurance that these products will be successfully developed. Finally, if any acquisitions are not successfully integrated with our business, or fail to perform in accordance with our expectations, our ongoing operations could be adversely affected. Integration of digital, browser, social and mobile gaming and mobile phone and technology-based companies or other retailers may be particularly challenging to us as these companies are outside of our historical operating expertise.

***Pressure from our competitors may force us to reduce our prices or increase spending, which could decrease our profitability.***

The retail environment is intensely competitive and subject to rapid changes in consumer preferences and frequent new product introductions. We compete with mass merchants and regional chains, including Wal-Mart and Target; computer product and consumer electronics stores, including Best Buy; internet-based retailers such as Amazon.com; other U.S. and international video game and PC software specialty stores located in malls and other locations, such as Carrefour and Media Markt; toy retail chains; direct sales by software publishers; and online retailers and game rental companies. Some of our competitors have longer operating histories and may have greater financial resources than we do or other advantages, including non-taxability of sold merchandise. In addition, video game products and content are increasingly being digitally distributed and new competitors built to take advantage

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of these new capabilities are entering the marketplace, and other methods may emerge in the future. We also compete with other sellers of pre-owned video game products and other PC software distribution companies, including Steam. Certain of our mass-merchant competitors are expanding in the market for pre-owned video games through aggressive pricing which may negatively affect our margins, sales and earnings for these products. Additionally, we compete with other forms of entertainment activities, including browser, social and mobile games, movies, television, theater, sporting events and family entertainment centers. Our Technology Brands stores compete with a wide variety of other wireless carriers and retailers and consumer electronics retailers, including AT&T, which competes with our Spring Mobile managed AT&T and Cricket branded stores. If we lose customers to our competitors, or if we reduce our prices or increase our spending to maintain our customers, we may be less profitable.

### ***We depend upon our key personnel and they would be difficult to replace.***

Our success depends upon our ability to attract, motivate and retain a highly trained and engaged workforce, including key management for our stores and skilled merchandising, marketing, financial and administrative personnel. The turnover rate in the retail industry is relatively high, and there is an ongoing need to recruit and train new store employees. Factors that affect our ability to maintain sufficient numbers of qualified employees include employee morale, our reputation, unemployment rates, competition from other employers and our ability to offer appropriate compensation packages. Additionally, we depend upon the continued services of our key executive officers, including our Executive Chairman, Chief Executive Officer, Chief Operating Officer and Executive Vice Presidents. Our inability to recruit a sufficient number of qualified individuals or our failure to retain key employees in the future may have a negative impact on our business.

### ***International events could delay or prevent the delivery of products to our suppliers.***

Our suppliers rely on foreign sources, primarily in Asia, to manufacture a portion of the products we purchase from them. As a result, any event causing a disruption of imports, including natural disasters or the imposition of import restrictions or trade restrictions in the form of tariffs or quotas, could increase the cost and reduce the supply of products available to us, which could lower our sales and profitability.

### ***Our international operations expose us to numerous risks.***

We have international retail operations in Australia, Canada and Europe. Because release schedules for hardware and software introduction in these markets can sometimes differ from release schedules in the United States, the timing of increases and decreases in foreign sales may differ from the timing of increases and decreases in domestic sales. We are also subject to a number of other factors that may affect our current or future international operations. These include:

- economic downturns, specifically in the regions in which we operate;
- currency exchange rate fluctuations;
- international incidents;
- natural disasters;
- government instability; and
- competitors entering our current and potential markets.

Our operations in Europe are also subject to risks associated with the current economic conditions and uncertainties in the European Union (“EU”). European and global economic conditions have already been negatively impacted by the ability of certain EU member states to service their sovereign debt obligations. Additionally, there continues to be uncertainty over the possibility that other EU member states may experience similar financial troubles, the ultimate outcome of the EU governments’ financial support programs, the possible breakup or restructuring of the EU and the possible elimination or restructuring of the EU monetary system. These continued uncertainties could further disrupt European and global economic conditions. Unfavorable economic conditions could negatively impact consumer demand for our products. These factors could have an adverse effect on our business, results of operations and financial condition.

We are also subject to risks that our operations outside the United States could be conducted by our employees, contractors, representatives or agents in ways that violate the Foreign Corrupt Practices Act or other similar anti-bribery laws. While we have policies and procedures intended to ensure compliance with these laws, our employees, contractors, representatives and agents may take actions that violate our policies. Moreover, it may be more difficult to oversee the conduct of any such persons who are not our employees, potentially exposing us to greater risk from their actions. Any violations of those laws by any of those persons could have a negative impact on our business.

***Unfavorable changes in our global tax rate could have a negative impact on our business, results of operations and cash flows.***

As a result of our operations in many foreign countries, our global tax rate is derived from a combination of applicable tax rates in the various jurisdictions in which we operate. Depending upon the sources of our income, any agreements we may have with taxing authorities in various jurisdictions and the tax filing positions we take in various jurisdictions, our overall tax rate may be higher than other companies or higher than our tax rates have been in the past. We base our estimate of an annual effective tax rate at any given point in time on a calculated mix of the tax rates applicable to our business and to estimates of the amount of income to be derived in any given jurisdiction. A change in the mix of our business from year to year and from country to country, changes in rules related to accounting for income taxes, changes in tax laws in any of the multiple jurisdictions in which we operate or adverse outcomes from the tax audits that regularly are in process in any jurisdiction in which we operate could result in an unfavorable change in our overall tax rate, which could have a material adverse effect on our business and results of our operations.

***If we are unable to renew or enter into new leases on favorable terms, our revenue growth may decline.***

All of our retail stores are located in leased premises. If the cost of leasing existing stores increases, we cannot assure you that we will be able to maintain our existing store locations as leases expire. In addition, we may not be able to enter into new leases on favorable terms or at all, or we may not be able to locate suitable alternative sites or additional sites for new store expansion in a timely manner. Our revenues and earnings may decline if we fail to maintain existing store locations, enter into new leases, locate alternative sites or find additional sites for new store expansion.

***Restrictions on our ability to take trade-ins of and sell pre-owned video game products or pre-owned mobile devices could negatively affect our financial condition and results of operations.***

Our financial results depend on our ability to take trade-ins of, and sell, pre-owned video game products and pre-owned mobile devices within our stores. Actions by manufacturers or publishers of video game products or mobile devices, wireless carriers or governmental authorities to prohibit or limit our ability to take trade-ins or sell pre-owned video game products or mobile devices, or to limit the ability of consumers to play pre-owned video games or use pre-owned mobile devices, could have a negative impact on our sales and earnings.

***Sales of video games containing graphic violence may decrease as a result of actual violent events or other reasons, and our financial results may be adversely affected as a result.***

Many popular video games contain material with graphic violence. These games receive an “M” or “T” rating from the Entertainment Software Ratings Board. As actual violent events occur and are publicized, or for other reasons, public acceptance of graphic violence in video games may decline. Consumer advocacy groups may increase their efforts to oppose sales of graphically-violent video games and may seek legislation prohibiting their sales. As a result, our sales of those games may decrease, which could adversely affect our financial results.

***An adverse trend in sales during the holiday selling season could impact our financial results.***

Our business, like that of many retailers, is seasonal, with the major portion of our sales and operating profit realized during the fourth fiscal quarter, which includes the holiday selling season. During fiscal 2015, we generated approximately 38% of our sales during the fourth quarter. Any adverse trend in sales during the holiday selling season could lower our results of operations for the fourth quarter and the entire fiscal year.

***Our results of operations may fluctuate from quarter to quarter.***

Our results of operations may fluctuate from quarter to quarter depending upon several factors, some of which are beyond our control. These factors include, but are not limited to:

- the timing and allocations of new product releases including new console launches;
- the timing of new store openings or closings;
- shifts in the timing or content of certain promotions or service offerings;
- the effect of changes in tax rates in the jurisdictions in which we operate;
- acquisition costs and the integration of companies we acquire or invest in;
- the mix of earnings in the countries in which we operate;
- the costs associated with the exit of unprofitable markets or stores; and

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- changes in foreign currency exchange rates.

These and other factors could affect our business, financial condition and results of operations, and this makes the prediction of our financial results on a quarterly basis difficult. Also, it is possible that our quarterly financial results may be below the expectations of public market analysts.

### ***Failure to effectively manage our new store openings could lower our sales and profitability.***

Our growth strategy depends in part upon opening new stores and operating them profitably. We opened 85 Video Game Brands stores (including 31 collectibles stores) and opened or acquired 568 Technology Brands stores in fiscal 2015. We expect to open approximately 140 new stores in fiscal 2016, including 90 Video Game Brands stores (including 84 collectibles stores) and 50 Technology Brands stores. Our ability to open new stores and operate them profitably depends upon a number of factors, some of which may be beyond our control. These factors include:

- the ability to identify new store locations, negotiate suitable leases and build out the stores in a timely and cost efficient manner;
- the ability to hire and train skilled associates;
- the ability to integrate new stores into our existing operations; and
- the ability to increase sales at new store locations.

If we fail to manage new store openings in a timely and cost efficient manner, our growth or profits may decrease.

### ***Failure to successfully execute our strategy to close stores and transfer customers and sales to nearby stores could adversely impact our financial results.***

Our strategy includes closing stores which are not meeting our performance standards or stores at the end of their lease terms and transferring sales to other nearby GameStop locations. We closed approximately 210 Video Game Brands stores worldwide in fiscal 2015 and plan to close approximately 200 Video Game Brands stores worldwide in fiscal 2016. We believe that we can ultimately increase profitability by successfully transferring customers and sales to other stores by marketing directly to the PowerUp Rewards members who have shopped in the stores that we plan to close. If we are unsuccessful in marketing to customers of the stores that we plan to close or in transferring sales to nearby stores, our sales and profitability could be adversely affected.

### ***We rely on centralized facilities for refurbishment of our pre-owned products. Any disruption to these facilities could adversely affect our profitability.***

We rely on centralized facilities for the refurbishment of all pre-owned products that we sell. If any disruption occurred at these facilities, whether due to natural disaster or severe weather, or events such as fire, accidents, power outages, systems failures, or other unforeseen causes, sales of our pre-owned products could decrease. Since we generally obtain higher margins on our pre-owned products, any adverse effect on their sales could adversely affect our profitability.

### ***If our management information systems fail to perform or are inadequate, our ability to manage our business could be disrupted.***

We rely on computerized inventory and management systems to coordinate and manage the activities in our distribution centers, as well as to communicate distribution information to the off-site, third-party operated distribution centers with which we work. The third-party distribution centers pick up products from our suppliers, repack the products for each of our stores and ship those products to our stores by package carriers. We use inventory replenishment systems to track sales and inventory. Our ability to rapidly process incoming shipments of new release titles and deliver them to all of our stores, either that day or by the next morning, enables us to meet peak demand and replenish stores at least twice a week, to keep our stores in stock at optimum levels and to move inventory efficiently. If our inventory or management information systems fail to adequately perform these functions, our business could be adversely affected. In addition, if operations in any of our distribution centers were to shut down or be disrupted for a prolonged period of time or if these centers were unable to accommodate the continued store growth in a particular region, our business could suffer.

### ***Data breaches involving customer or employee data stored by us could adversely affect our reputation and revenues.***

We store confidential information with respect to our customers and employees. A compromise of our data security systems or those of businesses with which we interact could result in information related to our customers or employees being obtained by unauthorized persons. Any such breach of our systems could lead to fraudulent activity resulting in claims and lawsuits against us or other operational problems or interruptions in connection with such breaches. Consequently, despite our efforts, our security

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measures have been breached in the past and may be breached in the future due to cyber attack, team member error, malfeasance, fraudulent inducement or other acts; and unauthorized parties have in the past obtained, and may in the future obtain, access to our data or our customers' data. While costs associated with past security breaches have not been significant, any breach or unauthorized access in the future could result in significant legal and financial exposure and damage to our reputation that could potentially have an adverse effect on our business. While we also seek to obtain assurances that others with whom we interact will protect confidential information, there is a risk the confidentiality of data held or accessed by others may be compromised. If a compromise of our data security or function of our computer systems or website were to occur, it could have a material adverse effect on our operating results and financial condition and, possibly, subject us to additional legal, regulatory and operating costs and damage our reputation in the marketplace.

Also, the interpretation and enforcement of data protection laws in the United States, Europe and elsewhere are uncertain and, in certain circumstances, contradictory. These laws may be interpreted and enforced in a manner that is inconsistent with our policies and practices. If we are subject to data security breaches or government-imposed fines, we may have a loss in sales or be forced to pay damages or other amounts, which could adversely affect profitability, or be subject to substantial costs related to compliance.

### ***Litigation and the outcomes of such litigation could negatively impact our future financial condition and results of operations.***

In the ordinary course of our business, we are, from time to time, subject to various litigation and legal proceedings. In the future, the costs or results of such legal proceedings, individually or in the aggregate, could have a negative impact on our financial condition, results of operations and cash flows.

### ***Legislative actions and changes in accounting rules may cause our general and administrative and compliance costs to increase and impact our future financial condition and results of operations.***

In order to comply with laws adopted by the U.S. government or other U.S. or foreign regulatory bodies, we may be required to increase our expenditures and hire additional personnel and additional outside legal, accounting and advisory services, all of which may cause our general and administrative and compliance costs to increase. Significant workforce-related legislative changes could increase our expenses and adversely affect our operations. Examples of possible workforce-related legislative changes include changes to an employer's obligation to recognize collective bargaining units, the process by which collective bargaining agreements are negotiated or imposed, minimum wage requirements, and health care mandates. In addition, changes in the regulatory environment affecting Medicare reimbursements, product safety, supply chain transparency, and increased compliance costs related to enforcement of federal and state wage and hour statutes and common law related to overtime, among others, could cause our expenses to increase without an ability to pass through any increased expenses through higher prices. Environmental legislation or other regulatory changes could impose unexpected costs or impact us more directly than other companies due to our operations as a global retailer. Specifically, environmental legislation or international agreements affecting energy, carbon emissions, and water or product materials are continually being explored by governing bodies. Increasing energy and fuel costs, supply chain disruptions and other potential risks to our business, as well as any significant rule making or passage of any such legislation, could materially increase the cost to transport our goods and materially adversely affect our results of operations. Additionally, regulatory and enforcement activity focused on the retail industry has increased in recent years, increasing the risk of fines and additional operational costs associated with compliance.

### ***As a seller of certain consumer products, we are subject to various federal, state, local and international laws, regulations, and statutes relating to product safety and consumer protection.***

While we take steps to comply with these laws, there can be no assurance that we will be in compliance, and failure to comply with these laws could result in penalties which could have a negative impact on our business, financial condition and results of operations. We may also be subject to involuntary or voluntary product recalls or product liability lawsuits. Direct costs or reputational damage associated with product recalls or product liability lawsuits, individually or in the aggregate, could have a negative impact on future revenues and results of operations.

### ***Our Board of Directors could change our dividend policy at any time.***

We initiated our first cash dividend on our common stock during fiscal 2012. Notwithstanding the foregoing, there is no assurance that we will continue to pay cash dividends on our common stock in the future. Certain provisions in our credit facility and covenants under the indentures for our 5.50% Senior Notes due October 1, 2019 (the "2019 Senior Notes") and our 6.75% Senior Notes due March 15, 2021 (the "2021 Senior Notes" and, together, the "Senior Notes"), restrict our ability to pay dividends in certain circumstances. In addition, subject to any financial covenants in current or future financing agreements that directly or indirectly restrict our ability to pay dividends, the payment of dividends is within the discretion of our Board of Directors and will

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depend upon our future earnings and cash flow from operations, our capital requirements, our financial condition and any other factors that the Board of Directors may consider. Unless we continue to pay cash dividends on our common stock in the future, the success of an investment in our common stock will depend entirely upon its future appreciation. Our common stock may not appreciate in value or even maintain the price at which it was purchased.

### ***We may record future goodwill impairment charges or other asset impairment charges which could negatively impact our future results of operations and financial condition.***

In recent periods we have recorded significant non-cash charges relating to the impairment of goodwill and other tangible and intangible assets that had a material adverse effect on our consolidated statements of operations and consolidated balance sheets. Because we have grown in part through acquisitions, goodwill and other acquired intangible assets represent a substantial portion of our assets. We also have long-lived assets consisting of property and equipment and other identifiable intangible assets which we review both on an annual basis as well as when events or circumstances indicate that the carrying amount of an asset may not be recoverable. If a determination is made that a significant impairment in value of goodwill, other intangible assets or long-lived assets has occurred, such determination could require us to impair a substantial portion of our assets. Asset impairments could have a material adverse effect on our financial condition and results of operations.

### **Risks Relating to Indebtedness**

#### ***Because of our floating rate credit facility, we may be adversely affected by interest rate changes.***

Our financial position may be affected by fluctuations in interest rates, as our senior credit facility is subject to floating interest rates.

Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond our control. If we were to borrow against our senior credit facility, a significant increase in interest rates could have an adverse effect on our financial position and results of operations.

#### ***The terms of our Senior Notes and senior credit facility may impose significant operating and financial restrictions on us.***

The terms of our Senior Notes and our senior credit facility may impose significant operating and financial restrictions on us in certain circumstances. These restrictions, among other things, limit our ability to:

- incur, assume or permit to exist additional indebtedness or guaranty obligations;
- incur liens or agree to negative pledges in other agreements;
- engage in sale and leaseback transactions;
- make loans and investments;
- declare dividends, make payments or redeem or repurchase capital stock;
- engage in mergers, acquisitions and other business combinations;
- prepay, redeem or purchase certain indebtedness;
- amend or otherwise alter the terms of our organizational documents and indebtedness;
- sell assets; and
- engage in transactions with affiliates.

We cannot assure that these covenants will not adversely affect our ability to finance our future operations or capital needs or to pursue available business opportunities and may affect our ability to grow in accordance with our strategy. A breach of the covenants or restrictions under the indentures for the Senior Notes, or under our senior credit facility, could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the repayment of the related debt and may result in the acceleration of the repayment of any other debt to which a cross-acceleration or cross-default provision applied. In addition, an event of default under our senior credit facility would permit the lenders to terminate all commitments to extend further credit under that facility. Furthermore, if we were unable to repay the amounts due and payable under our senior credit facility, those lenders could proceed against the collateral granted to them to secure that indebtedness. In the event that our lenders or noteholders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness. See Note 10, "Debt," to our consolidated financial statements for a description of our Senior Notes and senior credit facility.

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***To service our indebtedness, we will require a significant amount of cash. We may not be able to generate sufficient cash flow to meet our debt service obligations.***

Our ability to generate sufficient cash flow from operations to make scheduled payments on our indebtedness, including without limitation any payments required to be made under our senior credit facility or to holders of our Senior Notes, and to fund our operations, will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. If we do not generate sufficient cash flow from operations to satisfy our debt obligations, including interest payments and the payment of principal at maturity, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, including the Senior Notes, selling assets, reducing or delaying capital investments or seeking to raise additional capital. We cannot provide assurance that any refinancing would be possible, that any assets could be sold, or, if sold, of the timing of the sales and the amount of proceeds realized from those sales, that additional financing could be obtained on acceptable terms, if at all, or if that additional financing would be permitted under the terms of our various debt instruments, then in effect. Our senior credit facility and the indentures governing the Senior Notes restrict our ability to dispose of assets and use the proceeds from those sales and raise debt or equity to meet any debt service obligations then due. Our ability to refinance would also depend upon the condition of the finance and credit markets. Our inability to generate sufficient cash flow to satisfy our debt obligations, including the Senior Notes, or to refinance our obligations on commercially reasonable terms or on a timely basis, would have an adverse effect on our business, results of operations and financial condition.

***Despite current indebtedness levels, we and our subsidiaries may still be able to incur additional debt. This could further increase the risks associated with our leverage.***

We are able to incur additional indebtedness. Although our senior credit facility and the indentures for our Senior Notes contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions also will not prevent us from incurring obligations that do not constitute indebtedness. Such future indebtedness or obligations may have restrictions similar to, or more restrictive than, those included in the indentures for our Senior Notes or our senior credit facility. The incurrence of additional indebtedness could impact our financial condition and results of operations.

### **Item 1B. Unresolved Staff Comments**

None.

### **Item 2. Properties**

All of our stores are leased. Store leases typically provide for an initial lease term of three to five years, plus renewal options. This arrangement gives us the flexibility to pursue extension or relocation opportunities that arise from changing market conditions. We believe that, as current leases expire, we will be able to obtain either renewals at present locations, leases for equivalent locations in the same area, or be able to close the stores with expiring leases and transfer enough of the sales to other nearby stores to improve, if not at least maintain, profitability.

The terms of the store leases for the 7,117 leased stores open as of January 30, 2016 expire as follows:

<b>Lease Terms to Expire During (12 Months Ending on or About January 30)</b>	<b>Number of Stores</b>
2017	1,184
2018	1,782
2019	1,435
2020	1,251
2021 and later	1,465
<b>Total</b>	<b>7,117</b>

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As of January 30, 2016, we owned eight and leased 14 office and distribution facilities, totaling approximately 1.8 million square feet. The lease expiration dates for the leased facilities range from 2016 to 2024, with an average remaining lease life of approximately five years. Our principal facilities are as follows:

Location	Square Footage	Owned or Leased	Use
Grapevine, Texas, USA	519,000	Owned	Distribution and administration
Grapevine, Texas, USA	182,000	Owned	Manufacturing and distribution
Louisville, Kentucky, USA <sup>(1)</sup>	260,000	Leased	Distribution
Brampton, Ontario, Canada	119,000	Owned	Distribution and administration
Eagle Farm, Queensland, Australia	185,000	Owned	Distribution and administration
Milan, Italy	123,000	Owned	Distribution and administration

<sup>(1)</sup> We will be relocating from this distribution center during the first half of fiscal 2016. During the fourth quarter of fiscal 2015, we executed a lease for a 631,000 square foot facility in Shepherdsville, Kentucky.

Additional information regarding our properties can be found in "Item 1. Business - Store Operations" and "Item 1. Business - Site Selection and Locations" elsewhere in this Form 10-K.

### **Item 3. Legal Proceedings**

In the ordinary course of business, we are, from time to time, subject to various legal proceedings, including matters involving wage and hour employee class actions and consumer class actions. We may enter into discussions regarding settlement of these and other types of lawsuits, and may enter into settlement agreements, if we believe settlement is in the best interest of our stockholders. We do not believe that any such existing legal proceedings or settlements, individually or in the aggregate, will have a material adverse effect on our financial condition, results of operations or cash flows.

Certain of our French subsidiaries have been under audit by the French Tax Administration (the "FTA") for fiscal years 2008 through 2012. We received a tax reassessment notice on December 23, 2015, pursuant to which the FTA asserted that the French subsidiaries were ineligible to claim certain tax deductions from November 4, 2008, through January 31, 2010, resulting in a potential additional tax charge of approximately €23.0 million. We may receive additional tax reassessments in material amounts for subsequent fiscal years, including those years currently under audit. We filed a response to the reassessment notice on February 19, 2016, and we intend to vigorously contest the reassessment through administrative procedures. If we are unable to resolve this matter through administrative remedies at the FTA, we plan to pursue judicial remedies. We believe our tax positions will be sustained and have not taken a reserve for any potential adjustment based on the reassessment. If we were not to prevail, then the adjustment to our income tax provision could be material.

### **Item 4. Mine Safety Disclosures**

Not applicable.

**PART II****Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Price Range of Common Stock**

Our Class A Common Stock is traded on the New York Stock Exchange (“NYSE”) under the symbol “GME.”

The following table sets forth, for the periods indicated, the high and low sales prices of the Class A Common Stock on the NYSE Composite Tape:

	Fiscal 2015			
	High		Low	
Fourth Quarter	\$	47.48	\$	24.33
Third Quarter	\$	47.83	\$	38.66
Second Quarter	\$	47.76	\$	38.47
First Quarter	\$	42.67	\$	34.52

	Fiscal 2014			
	High		Low	
Fourth Quarter	\$	44.84	\$	31.69
Third Quarter	\$	45.45	\$	35.82
Second Quarter	\$	46.59	\$	35.10
First Quarter	\$	45.48	\$	33.10

**Approximate Number of Holders of Common Equity**

As of March 17, 2016, there were approximately 1,448 record holders of our Class A Common Stock.

**Dividends**

During fiscal 2014, we paid quarterly dividends of \$0.33 per share of Class A Common Stock during each of the four fiscal quarters. During fiscal 2015, we paid quarterly dividends of \$0.36 per share of Class A Common Stock during each of the four fiscal quarters.

On February 23, 2016, our Board of Directors authorized an increase in our annual cash dividend from \$1.44 to \$1.48 per share of Class A Common Stock. Our payment of dividends is and will continue to be restricted by or subject to, among other limitations, applicable provisions of federal and state laws, our earnings and various business considerations, including our financial condition, results of operations, cash flow, the level of our capital expenditures, our future business prospects, our status as a holding company and such other matters that our Board of Directors deems relevant. In addition, the terms of the senior credit facility and of the indentures governing our Senior Notes restrict our ability to pay dividends under certain circumstances. See “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources” herein for further information regarding restrictions on our dividend payments.

[Table of Contents](#)**Issuer Purchases of Equity Securities**

Our purchases of our equity securities during the fourth quarter of the fiscal year ended January 30, 2016 were as follows:

<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)</b>
				<b>(In millions of dollars)</b>
November 1, 2015 through November 29, 2015	297,000	\$ 40.25	297,000	\$ 283.4
November 30, 2015 through January 2, 2016	921,100	\$ 30.52	921,100	\$ 255.3
January 3, 2016 through January 30, 2016	382,405	\$ 26.15	382,405	\$ 245.3
Total	<u>1,600,505</u>	\$ 31.28	<u>1,600,505</u>	

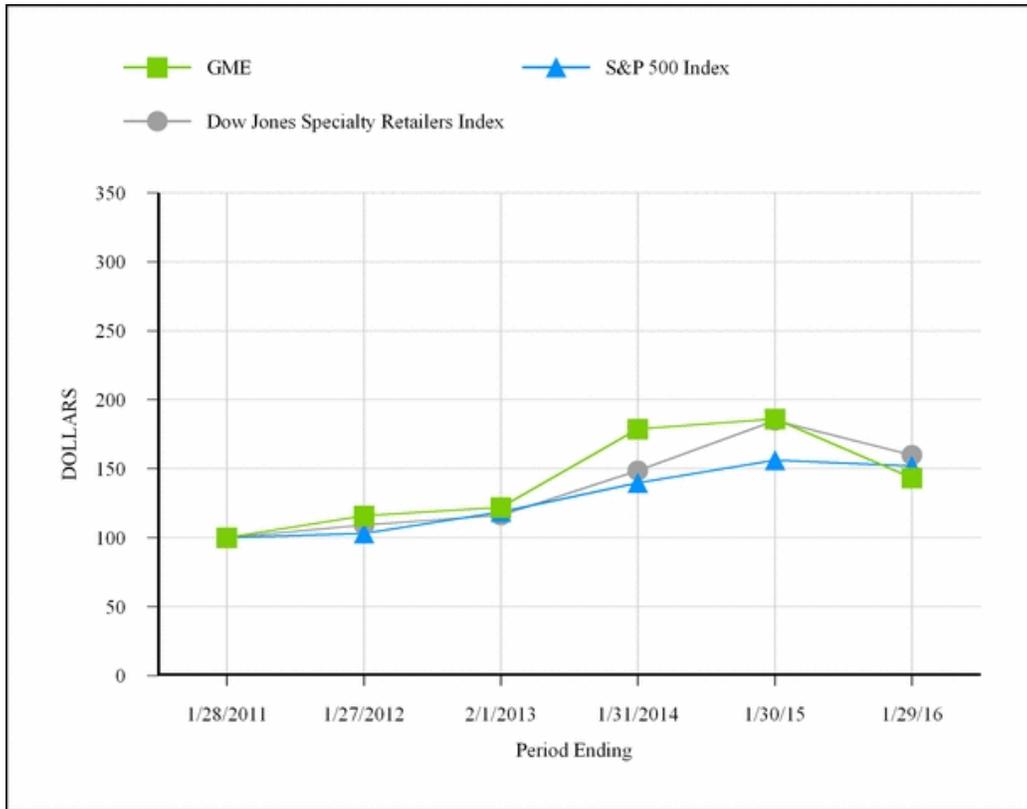
<sup>(1)</sup> In November 2014, the Board of Directors authorized \$500 million to be used for share repurchases, replacing the previous November 2013 authorization. The November 2014 authorization has no expiration date.

**GameStop Stock Comparative Performance Graph**

The following graph compares the cumulative total stockholder return on our Class A Common Stock for the period commencing January 28, 2011 through January 29, 2016 (the last trading date of fiscal 2015) with the cumulative total return on the Standard & Poor's 500 Stock Index (the "S&P 500") and the Dow Jones Retailers, Other Specialty Industry Group Index (the "Dow Jones Specialty Retailers Index") over the same period. Total return values were calculated based on cumulative total return assuming (i) the investment of \$100 in our Class A Common Stock, the S&P 500 and the Dow Jones Specialty Retailers Index on January 28, 2011 and (ii) reinvestment of dividends.

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The following stock performance graph and related information shall not be deemed “soliciting material” or “filed” with the SEC, nor should such information be incorporated by reference into any future filings under the Securities Act or the Exchange Act, except to the extent that we specifically incorporate it by reference in such filing.



	1/28/2011	1/27/2012	2/1/2013	1/31/2014	1/30/15	1/29/16
GME	\$100.00	\$115.92	\$122.12	\$178.91	\$186.10	\$143.47
S&P 500 Index	100.00	103.13	118.56	139.66	156.31	152.02
Dow Jones Specialty Retailers Index	100.00	109.29	116.12	148.41	184.80	159.76

**Securities Authorized for Issuance under Equity Compensation Plans**

For information regarding securities authorized for issuance under equity compensation plans, refer to “Part III —Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.”

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**Item 6. Selected Financial Data**

The following table sets forth our selected consolidated financial and operating data for the periods ended and as of the dates indicated. Our fiscal year is composed of 52 or 53 weeks ending on the Saturday closest to January 31. The fiscal year ended February 2, 2013 consisted of 53 weeks. The fiscal years ended January 30, 2016, January 31, 2015, February 1, 2014 and January 28, 2012 consisted of 52 weeks. The “Statement of Operations Data” for the fiscal years ended January 30, 2016, January 31, 2015 and February 1, 2014 and the “Balance Sheet Data” as of January 30, 2016 and January 31, 2015 are derived from our audited consolidated financial statements which are included elsewhere in this Form 10-K. The “Statement of Operations Data” for fiscal years ended February 2, 2013 and January 28, 2012 and the “Balance Sheet Data” as of February 1, 2014, February 2, 2013 and January 28, 2012 are derived from our audited consolidated financial statements which are not included elsewhere in this Form 10-K.

The selected financial data set forth below should be read in conjunction with “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and notes thereto included in this Form 10-K.

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	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014	53 Weeks Ended February 2, 2013	52 Weeks Ended January 29, 2012
(In millions, except per share data and statistical data)					
<b>Statement of Operations Data:</b>					
Net sales	\$ 9,363.8	\$ 9,296.0	\$ 9,039.5	\$ 8,886.7	\$ 9,550.5
Cost of sales	6,445.5	6,520.1	6,378.4	6,235.2	6,871.0
Gross profit	2,918.3	2,775.9	2,661.1	2,651.5	2,679.5
Selling, general and administrative expenses	2,108.9	2,001.0	1,892.4	1,835.9	1,842.1
Depreciation and amortization	156.6	154.4	166.5	176.5	186.3
Goodwill impairments <sup>(1)</sup>	—	—	10.2	627.0	—
Asset impairments and restructuring charges <sup>(2)</sup>	4.6	2.2	18.5	53.7	81.2
Operating earnings (loss)	648.2	618.3	573.5	(41.6)	569.9
Interest expense, net	23.0	10.0	4.7	3.3	19.8
Debt extinguishment expense	—	—	—	—	1.0
Earnings (loss) before income tax expense	625.2	608.3	568.8	(44.9)	549.1
Income tax expense	222.4	215.2	214.6	224.9	210.6
Net income (loss)	402.8	393.1	354.2	(269.8)	338.5
Net loss attributable to noncontrolling interests	—	—	—	0.1	1.4
Net income (loss) attributable to GameStop Corp.	\$ 402.8	\$ 393.1	\$ 354.2	\$ (269.7)	\$ 339.9
Basic net income (loss) per common share	\$ 3.80	\$ 3.50	\$ 3.02	\$ (2.13)	\$ 2.43
Diluted net income (loss) per common share	\$ 3.78	\$ 3.47	\$ 2.99	\$ (2.13)	\$ 2.41
Dividends per common share	\$ 1.44	\$ 1.32	\$ 1.10	\$ 0.80	\$ —
Weighted-average common shares outstanding—basic	106.0	112.2	117.2	126.4	139.9
Weighted-average common shares outstanding—diluted	106.7	113.2	118.4	126.4	141.0
<b>Store Operating Data:</b>					
Number of stores by segment					
United States	4,013	4,138	4,249	4,425	4,503
Canada	325	331	335	336	346
Australia	444	421	418	416	411
Europe	1,299	1,316	1,455	1,425	1,423
Technology Brands	1,036	484	218	—	—
Total	7,117	6,690	6,675	6,602	6,683
Comparable store sales increase (decrease) <sup>(3)</sup>	4.3%	3.4%	3.8%	(8.0)%	(2.1)%
Inventory turnover	5.2	5.7	5.3	5.0	5.1
<b>Balance Sheet Data:</b>					
Working capital	\$ 144.4	\$ 422.8	\$ 223.6	\$ 295.6	\$ 363.4
Total assets	4,334.9	4,246.3	4,091.4	3,872.2	4,608.2
Total debt <sup>(4)</sup>	350.4	355.7	4.0	—	—
Total liabilities	2,253.9	2,178.6	1,840.0	1,585.9	1,568.0
Total equity	2,081.0	2,067.7	2,251.4	2,286.3	3,040.2

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- (1) Results for fiscal 2013 include a goodwill impairment charge of \$10.2 million related to our decision to abandon our investment in Spawn Labs. Results for fiscal 2012 include charges related to goodwill impairments of \$627.0 million resulting from our interim goodwill impairment tests performed during the third quarter of fiscal 2012. See Note 9, "Goodwill and Intangible Assets," to our consolidated financial statements for further information regarding our goodwill impairment charges.
- (2) Results for fiscal 2015 include impairment charges of \$4.6 million, comprised of \$4.4 million of property and equipment impairments and \$0.2 million of intangible asset impairments. Results for fiscal 2014 include impairment charges of \$2.2 million, comprised of \$1.9 million of property and equipment impairments and \$0.3 million of intangible asset impairments. Results for fiscal 2013 include impairments of \$18.5 million, of which \$7.4 million and \$2.1 million were related to certain technology assets and other intangible assets, respectively, as a result of our decision to abandon our investment in Spawn Labs and the remaining \$9.0 million was related to property and equipment impairments resulting from our evaluation of store property, equipment and other assets. Results for fiscal 2012 include charges related to asset impairments of \$53.7 million, of which \$44.9 million relates to the impairment of the Micromania trade name and \$8.8 million relates to other impairment charges from the evaluations of store property, equipment and other assets. Results for fiscal 2011 include charges related to asset impairments and restructuring charges of \$81.2 million, of which \$37.8 million relates to the impairment of the Micromania trade name, \$22.7 million relates to the impairment of investments in non-core businesses and \$20.7 million relates to other impairments, termination benefits and facility closure costs.
- (3) Comparable store sales is a measure commonly used in the retail industry and indicates store performance by measuring the growth in sales for certain stores for a particular period over the corresponding period in the prior year. Our comparable store sales are comprised of sales from our Video Game Brands stores operating for at least 12 full months as well as sales related to our websites and sales we earn from sales of pre-owned merchandise to wholesalers or dealers. Comparable store sales for our international operating segments exclude the effect of changes in foreign currency exchange rates. The calculation of comparable store sales for the 52 weeks ended January 30, 2016 compares the 52 weeks for the period ended January 30, 2016 to the most closely comparable weeks for the prior year period. The method of calculating comparable store sales varies across the retail industry. As a result, our method of calculating comparable store sales may not be the same as other retailers' methods. Our Technology Brands stores are excluded from the calculation of comparable store sales. We do not consider comparable store sales to be a meaningful metric in evaluating the performance of our Technology Brands stores due to the frequently changing nature of revenue streams and commission structures associated with this segment of our business. We believe our calculation of comparable store sales best represents our strategy as an omnichannel retailer who provides its consumers several ways to access its products.
- (4) On September 24, 2014, we issued \$350.0 million aggregate principal amount of our unsecured 5.50% 2019 Senior Notes. The 2019 Senior Notes bear interest at the rate of 5.50% per annum with interest payable semi-annually in arrears on April 1 and October 1 of each year beginning on April 1, 2015. The 2019 Senior Notes were sold in a private placement and are not registered under the U.S. Securities Act of 1933. The 2019 Senior Notes were offered in the U.S. to "qualified institutional buyers" pursuant to the exemption from registration under Rule 144A of the Securities Act and in exempted offshore transactions pursuant to Regulation S under the Securities Act. See Note 10, "Debt," to our consolidated financial statements for additional information regarding the 2019 Senior Notes.

**Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

*The following discussion should be read in conjunction with the information contained in our consolidated financial statements, including the notes thereto. Statements regarding future economic performance, management’s plans and objectives, and any statements concerning assumptions related to the foregoing contained in Management’s Discussion and Analysis of Financial Condition and Results of Operations constitute forward-looking statements. Certain factors, which may cause actual results to vary materially from these forward-looking statements, accompany such statements or appear elsewhere in this Form 10-K, including the factors disclosed under “Part I—Item 1A. Risk Factors.”*

**Overview**

We are a global family of specialty retail brands that makes the most popular technologies affordable and simple. As the world's largest omnichannel video game retailer, we sell new and pre-owned video game hardware, physical and digital video game software, video game accessories, as well as new and pre-owned mobile and consumer electronics products and other merchandise primarily through our GameStop, EB Games and Micromania stores. As of January 30, 2016, we operated 7,117 stores, in the United States, Australia, Canada and Europe, which are primarily located in major shopping malls and strip centers. We also operate electronic commerce websites [www.gamestop.com](http://www.gamestop.com), [www.ebgames.com.au](http://www.ebgames.com.au), [www.ebgames.co.nz](http://www.ebgames.co.nz), [www.gamestop.ca](http://www.gamestop.ca), [www.gamestop.it](http://www.gamestop.it), [www.gamestop.ie](http://www.gamestop.ie), [www.gamestop.de](http://www.gamestop.de), [www.gamestop.co.uk](http://www.gamestop.co.uk) and [www.micromania.fr](http://www.micromania.fr). The network also includes: [www.kongregate.com](http://www.kongregate.com), our leading web and mobile gaming platform; *Game Informer* magazine, the world's leading print and digital video game publication; and iOS and Android mobile applications. In addition, over the last two years, we have expanded our in-store selection of licensed merchandise and our collectibles business. In 2014, we introduced a stand-alone concept branded Zing Pop Culture to sell pop culture themed merchandise. To further expand our offering, we recently acquired Geeknet, Inc., an online and wholesale retailer that sells collectibles, apparel, gadgets, electronics, toys and other retail products for technology enthusiasts and general consumers under the name ThinkGeek through the [www.thinkgeek.com](http://www.thinkgeek.com) website. ThinkGeek also sells certain exclusive products to wholesale channel customers. We now have 32 collectibles stores internationally branded Zing Pop Culture and three ThinkGeek stores in the United States. We also own and operate Spring Mobile, an authorized AT&T reseller operating AT&T branded wireless retail stores and pre-paid wireless stores under the name Cricket (an AT&T brand) in the United States, as well as a certified Apple reseller selling Apple consumer electronic products in the United States under the name Simply Mac. We operate our business in four Video Game Brands segments: United States, Canada, Australia and Europe; and a Technology Brands segment, which includes the operations of our Spring Mobile managed AT&T and Cricket branded stores and our Simply Mac business.

Our fiscal year is composed of the 52 or 53 weeks ending on the Saturday closest to the last day of January. Fiscal 2015 consisted of the 52 weeks ended on January 30, 2016 ("fiscal 2015"). Fiscal 2014 consisted of the 52 weeks ended on January 31, 2015 ("fiscal 2014"). Fiscal 2013 consisted of the 52 weeks ended on February 1, 2014 ("fiscal 2013").

Growth in the video game industry is generally driven by the introduction of new technology. Gaming consoles are typically launched in cycles as technological developments provide significant improvements in graphics, audio quality, game play, internet connectivity and other entertainment capabilities beyond video gaming. The current generation of consoles (the Sony PlayStation 4, the Microsoft Xbox One and the Nintendo Wii U) was introduced between November 2012 and November 2013. With the introduction of the new consoles in the fourth quarter of fiscal 2013, sales of new hardware have increased; however, sales of the Sony PlayStation 4 and the Microsoft Xbox One negatively impacted our gross margin percentage in fiscal 2014 and fiscal 2015.

We expect that future growth in the video game industry will also be driven by the sale of video games delivered in digital form and the expansion of other forms of gaming. We currently sell various types of products that relate to the digital category, including digitally downloadable content (“DLC”), full game downloads, Xbox LIVE, PlayStation Plus and Nintendo network points cards, as well as prepaid digital and prepaid subscription cards. We have made significant investments in e-commerce and in-store and website functionality to enable our customers to access digital content easily and facilitate the digital sales and delivery process. We plan to continue to invest in these types of processes and channels to grow our digital sales base and enhance our market leadership position in the video game industry and in the digital aggregation and distribution category.

We continue to diversify our business by seeking out opportunities to extend our core competencies to other businesses and retail categories, including mobile and consumer electronics and collectibles, to continue to grow and to help mitigate the financial impact from the cyclical nature of the video game console cycle and regularly evaluate potential acquisition opportunities, some of which could be material. In fiscal 2013, we completed our acquisitions of Simply Mac, an authorized Apple reseller currently operating in 76 stores, and Spring Mobile, an authorized AT&T reseller currently operating in 890 AT&T branded stores and 70 Cricket branded stores. We intend to continue to expand the number of our Technology Brands stores in the near future. In addition, we intend to continue to invest in customer loyalty programs designed to attract and retain our customers. Additionally, in 2014, we introduced stand-alone collectibles stores and expanded the selection of collectible products in our stores. To further expand

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our collectibles business, we recently acquired ThinkGeek, and we plan to continue investing in this category going forward. We continue to seek to invest in other retail concepts and product lines with the intention of further diversifying our business.

**Critical Accounting Policies and Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. In preparing these financial statements, we have made our best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. Changes in the estimates and assumptions used by us could have a significant impact on our financial results, and actual results could differ from those estimates. Our senior management has discussed the development and selection of these critical accounting policies, as well as the significant accounting policies disclosed in Note 1, "Nature of Operations and Summary of Significant Accounting Policies," to our consolidated financial statements, with the Audit Committee of our Board of Directors. We believe the following accounting policies are the most critical to aid in fully understanding and evaluating our reporting of transactions and events, and the estimates these policies involve require our most difficult, subjective or complex judgments.

Estimate Description	Judgment and/or Uncertainty	Potential Impact if Results Differ
<b>Valuation of Merchandise Inventories</b>		
<p>Our merchandise inventories are carried at the lower of cost or market generally using the average cost method. Under the average cost method, as new product is received from vendors, its current cost is added to the existing cost of product on-hand and this amount is re-averaged over the cumulative units. Pre-owned video game products traded in by customers are recorded as inventory at the amount of the store credit given to the customer.</p>	<p>In valuing inventory, we are required to make assumptions regarding the necessity of reserves required to value potentially obsolete or over-valued items at the lower of cost or market. We consider quantities on hand, recent sales, potential price protections and returns to vendors, among other factors, when making these assumptions.</p>	<p>Our ability to gauge these factors is dependent upon our ability to forecast customer demand and to provide a well-balanced merchandise assortment. Any inability to forecast customer demand properly could lead to increased costs associated with write-downs of inventory to reflect volumes or pricing of inventory which we believe represents the net realizable value.</p> <p>A 10% change in our obsolescence reserve percentage at January 30, 2016 would have affected net earnings by approximately \$2.8 million in fiscal 2015.</p>
<b>Cash Consideration Received from Vendors</b>		
<p>We participate in cooperative advertising programs and other vendor marketing programs in which our vendors provide us with cash consideration in exchange for marketing and advertising the vendors’ products.</p> <p>The cooperative advertising programs and other vendor marketing programs generally cover a period from a few weeks up to a month and include items such as product in-store display promotions and placement, internet advertising, co-op print advertising and other programs. The allowance for each event is negotiated with the vendor and requires specific performance by us to be earned.</p>	<p>Our accounting for cooperative advertising arrangements and other vendor marketing programs results in a significant portion of the consideration received from our vendors reducing the product costs in inventory rather than as an offset to our marketing and advertising costs. The consideration serving as a reduction in inventory is recognized in cost of sales as inventory is sold.</p> <p>We estimate the amount of vendor allowances to be deferred as a reduction of inventory based on the nature of the consideration received and the merchandise inventory to which the consideration relates. We apply a sell-through rate to determine the timing in which the consideration should be recognized in cost of sales. Consideration received that relates to video game products that have not yet been released to the public is deferred.</p>	<p>Although we consider our advertising and marketing programs to be effective, we do not believe that we would be able to incur the same level of advertising expenditures if the vendors decreased or discontinued their allowances. Additionally, if actual results are not consistent with our estimated deferrals and sell-through rates, we may be exposed to additional adjustments that could materially impact our gross profit rates and inventory balances.</p> <p>A 10% difference in our vendor allowances deferral at January 30, 2016 would have affected net earnings by approximately \$1.3 million in fiscal 2015.</p>

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Estimate Description	Judgment and/or Uncertainty	Potential Impact if Results Differ
<b>Customer Liabilities</b>		
<p>Our PowerUp Rewards loyalty program allows enrolled members to earn points on purchases in our stores and on some of our websites that can be redeemed for rewards that include discounts or merchandise. We estimate the net cost of the rewards that will be issued and redeemed and record this cost and the associated liability as points are earned by our loyalty program members.</p> <p>Additionally, we sell gift cards to our customers in our retail stores, through our website and through selected third parties. At the point of sale, a liability is established for the value of the gift card. We recognize revenue from gift cards when the card is redeemed by the customer or the likelihood of the gift card being redeemed by the customer is remote, which is a concept known in the retail industry as breakage. We determine our gift card breakage rate based on historical redemption patterns.</p>	<p>The two primary estimates utilized to record the balance sheet liability for loyalty points earned by members are the estimated redemption rate and the estimated weighted-average cost per point redeemed. We use historical redemption rates experienced under our loyalty program as a basis for estimating the ultimate redemption rate of points earned. A weighted-average cost per point redeemed is used to estimate future redemption costs. The weighted-average cost per point redeemed is based on our most recent actual costs incurred to fulfill points that have been redeemed by our loyalty program members and is adjusted as appropriate for recent changes in redemption costs, including the mix of rewards redeemed.</p> <p>Our estimate of the amount and timing of gift card redemptions is based primarily on historical transaction experience.</p>	<p>We continually evaluate our methodology and assumptions based on developments in redemption patterns, cost per point redeemed and other factors. Changes in the ultimate redemption rate and weighted-average cost per point redeemed have the effect of either increasing or decreasing the liability through the current period expense by an amount estimated to cover the cost of all points previously earned but not yet redeemed by loyalty program members as of the end of the reporting period.</p> <p>A 10% change in our customer loyalty program redemption rate or weighted-average cost per point redeemed at January 30, 2016 would have affected net earnings by approximately \$4.0 million and \$4.0 million, respectively, in fiscal 2015.</p> <p>A 10% change in our gift card breakage rate at January 30, 2016 would have affected net earnings by approximately \$5.5 million in fiscal 2015.</p>
<b>Goodwill</b>		
<p>Our goodwill results from our acquisitions and represents the excess purchase price over the net identifiable assets acquired. We are required to evaluate our goodwill and other indefinite-lived intangible assets for impairment at least annually or whenever indicators of impairment are present. Our annual test is completed as of the beginning of the fourth fiscal quarter, and interim tests are conducted when circumstances indicate the carrying value of the goodwill or other intangible assets may not be recoverable.</p> <p>As of January 30, 2016, our goodwill totaled \$1,476.7 million. Refer to Note 9, "Goodwill and Intangible Assets," to the consolidated financial statements included in this Form 10-K for a full description of our goodwill.</p>	<p>Considerable management judgment is necessary to initially value intangible assets upon acquisition and to evaluate those assets and goodwill for impairment going forward. We determine fair value using widely acceptable valuation techniques including discounted cash flows and market multiples analyses.</p> <p>Assumptions used in our valuations, such as forecasted growth rates and our cost of capital, are consistent with our internal projections and operating plans.</p>	<p>Variations in any of the assumptions used in valuing our intangible assets and in our impairment analysis may result in different calculations of fair values that could result in a material impairment charge.</p> <p>Based on the results of our annual impairment test in fiscal 2015, the fair values of our reporting units exceeded their respective carrying values by more than 50%. A reduction in the terminal growth rate assumption of 0.5% or an increase in the discount rate assumption of 1.0% utilized in the test for each respective reporting unit would not have resulted in an impairment.</p> <p>We can provide no assurance that we will not have impairment charges in future periods as a result of changes in our operating results or our assumptions.</p>

Estimate Description	Judgment and/or Uncertainty	Potential Impact if Results Differ
<b>Indefinite-Lived Intangible Assets</b>		
<p>Indefinite-lived intangible assets were recorded as a result of acquisitions and consist of our dealer agreement assets and our Micromania trade name. As these intangible assets are expected to contribute to cash flows indefinitely, they are not subject to amortization.</p> <p>We assess our indefinite-lived intangible assets for impairment at least annually and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Our test is completed as of the beginning of the fourth quarter each fiscal year.</p> <p>We value our dealer agreements using a discounted cash flow analysis known as the Greenfield Method, which assumes that a business, at its inception, owns only dealer agreements and must make capital expenditure, working capital and other investments to ramp up its operations to a level that is comparable to its current operations.</p> <p>We value our Micromania trade name using a relief-from-royalty approach, which assumes the value of the trade name is the discounted cash flows of the amount that would be paid by a hypothetical market participant had they not owned the trade name and instead licensed the trade name from another company.</p> <p>As of January 30, 2016, our indefinite-lived intangible assets totaled \$262.3 million. Refer to Note 9, "Goodwill and Intangible Assets," to the consolidated financial statements included in this Form 10-K for a full description of our indefinite-lived intangible assets.</p>	<p>In valuing our dealer agreement assets, considerable management judgment is necessary to estimate the cash flows required to build a comparable operation and the available future cash flows from these operations. Specifically, we are required to make certain assumptions about the cost of investment to build a comparable operation, projected net sales, cost of sales, operating expenses and income taxes, as well as the discount rate that is applied to the expected future cash flows to arrive at an estimated fair value.</p> <p>In valuing our Micromania trade name, we are required to make certain assumptions regarding future cash flow projections to ensure that such projections represent reasonable market participant assumptions, to which the royalty rate is applied. Additionally, management judgment is necessary in selecting an appropriate discount rate which is reflective of the inherent risk of holding a standalone intangible asset.</p>	<p>Changes in the assumptions utilized in estimating the present value of the cash flows attributable to trade names and dealer agreements could materially impact the fair value estimates.</p> <p>A reduction in the terminal growth rate assumption of 0.25% or an increase in the discount rate assumption of 0.25% utilized in the test would not have resulted in a material impairment of the dealer agreement assets.</p> <p>A reduction in the terminal growth rate assumption of 0.25% or an increase in the discount rate assumption of 0.25% utilized in the test would not have resulted in a material impairment of the Micromania trade name.</p> <p>We can provide no assurance that we will not have impairment charges in future periods as a result of changes in our operating results or our assumptions.</p>

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Estimate Description	Judgment and/or Uncertainty	Potential Impact if Results Differ
<b>Income Taxes</b>		
<p>We account for income taxes utilizing an asset and liability approach, and deferred taxes are determined based on the estimated future tax effect of differences between the financial reporting and tax bases of assets and liabilities using enacted tax rates. As a result of our operations in many foreign countries, our global tax rate is derived from a combination of applicable tax rates in the various jurisdictions in which we operate.</p> <p>We maintain accruals for uncertain tax positions until examination of the tax year is completed by the taxing authority, available review periods expire or additional facts and circumstances cause us to change our assessment of the appropriate accrual amount. Our liability for uncertain tax positions was \$30.0 million as of January 30, 2016.</p> <p>Additionally, a valuation allowance is recorded against a deferred tax asset if it is not more likely than not that the asset will be realized. Several factors are considered in evaluating the realizability of our deferred tax assets, including the remaining years available for carry forward, the tax laws for the applicable jurisdictions, the future profitability of the specific business units, and tax planning strategies. Our valuation allowance was \$18.8 million as of January 30, 2016. See Note 13 to our consolidated financial statements for further information regarding income taxes.</p>	<p>Considerable management judgment is necessary to assess the inherent uncertainties related to the interpretations of complex tax laws, regulations and taxing authority rulings, as well as to the expiration of statutes of limitations in the jurisdictions in which we operate.</p> <p>We base our estimate of an annual effective tax rate at any given point in time on a calculated mix of the tax rates applicable to our operations and to estimates of the amount of income to be derived in any given jurisdiction. We file our tax returns based on our understanding of the appropriate tax rules and regulations. However, complexities in the tax rules and our operations, as well as positions taken publicly by the taxing authorities, may lead us to conclude that accruals for uncertain tax positions are required.</p> <p>Additionally, several factors are considered in evaluating the realizability of our deferred tax assets, including the remaining years available for carry forward, the tax laws for the applicable jurisdictions, the future profitability of the specific business units, and tax planning strategies.</p>	<p>Our judgments and estimates concerning uncertain tax positions may change as a result of evaluation of new information, such as the outcome of tax audits or changes to or further interpretations of tax laws and regulations. Our judgments and estimates concerning realizability of deferred tax assets could change if any of the evaluation factors change.</p> <p>If such changes take place, there is a risk that our effective tax rate could increase or decrease in any period, impacting our net earnings.</p>

**Seasonality**

Our business, like that of many retailers, is seasonal, with the major portion of sales and operating profit realized during the fourth quarter which includes the holiday selling season. Results for any quarter are not necessarily indicative of the results that may be achieved for a full fiscal year. Quarterly results may fluctuate materially depending upon, among other factors, the timing of new product introductions and new store openings, sales contributed by new stores, increases or decreases in comparable store sales, the nature and timing of acquisitions, adverse weather conditions, shifts in the timing of certain holidays or promotions and changes in our merchandise mix.

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**Consolidated Results of Operations**

The following table sets forth certain statement of operations items (in millions) and as a percentage of net sales, for the periods indicated:

	52 Weeks Ended January 30, 2016		52 Weeks Ended January 31, 2015		52 Weeks Ended February 1, 2014	
	Dollars	Percent	Dollars	Percent	Dollars	Percent
<b>Statement of Operations Data:</b>						
Net sales	\$ 9,363.8	100.0%	\$ 9,296.0	100.0%	\$ 9,039.5	100.0%
Cost of sales	6,445.5	68.8	6,520.1	70.1	6,378.4	70.6
Gross profit	2,918.3	31.2	2,775.9	29.9	2,661.1	29.4
Selling, general and administrative expenses	2,108.9	22.6	2,001.0	21.6	1,892.4	21.0
Depreciation and amortization	156.6	1.7	154.4	1.7	166.5	1.8
Goodwill impairments	—	—	—	—	10.2	0.1
Asset impairments	4.6	—	2.2	—	18.5	0.2
Operating earnings	648.2	6.9	618.3	6.6	573.5	6.3
Interest expense, net	23.0	0.2	10.0	0.1	4.7	—
Earnings before income tax expense	625.2	6.7	608.3	6.5	568.8	6.3
Income tax expense	222.4	2.4	215.2	2.3	214.6	2.4
Net income	\$ 402.8	4.3%	\$ 393.1	4.2%	\$ 354.2	3.9%

We include purchasing, receiving and distribution costs in selling, general and administrative expenses in the statement of operations. We include processing fees associated with purchases made by check and credit cards in cost of sales in the statement of operations. As a result of these classifications, our gross margins are not comparable to those retailers that include purchasing, receiving and distribution costs in cost of sales and include processing fees associated with purchases made by check and credit cards in selling, general and administrative expenses. The net effect of these classifications as a percentage of sales has not historically been material.

The following table sets forth net sales (in millions) and percentages of total net sales by significant product category for the periods indicated:

	52 Weeks Ended January 30, 2016		52 Weeks Ended January 31, 2015		52 Weeks Ended February 1, 2014	
	Net Sales	Percent of Total	Net Sales	Percent of Total	Net Sales	Percent of Total
<b>Net Sales:</b>						
New video game hardware <sup>(1)</sup>	\$ 1,944.7	20.8%	\$ 2,028.7	21.8%	\$ 1,730.0	19.1%
New video game software	2,905.1	31.0	3,089.0	33.2	3,480.9	38.5
Pre-owned and value video game products	2,374.7	25.4	2,389.3	25.7	2,329.8	25.8
Video game accessories	703.0	7.5	653.6	7.1	560.6	6.2
Digital	188.3	2.0	216.3	2.3	217.7	2.4
Mobile and consumer electronics	652.8	7.0	518.8	5.6	303.7	3.4
Other <sup>(2)</sup>	595.2	6.3	400.3	4.3	416.8	4.6
Total	\$ 9,363.8	100.0%	\$ 9,296.0	100.0%	\$ 9,039.5	100.0%

<sup>(1)</sup> Includes sales of hardware bundles, in which physical hardware and digital or physical software are sold together as a single SKU.

<sup>(2)</sup> Other products include revenues from collectibles (including sales from our newly acquired ThinkGeek operation, beginning in July 2015), the sales of PC entertainment software, interactive toys, strategy guides and revenues from PowerUp Pro loyalty members receiving *Game Informer* magazine in physical form.

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The following table sets forth gross profit (in millions) and gross profit percentages by significant product category for the periods indicated:

	52 Weeks Ended January 30, 2016		52 Weeks Ended January 31, 2015		52 Weeks Ended February 1, 2014	
	Gross Profit	Gross Profit Percent	Gross Profit	Gross Profit Percent	Gross Profit	Gross Profit Percent
<b>Gross Profit:</b>						
New video game hardware <sup>(1)</sup>	\$ 175.5	9.0%	\$ 196.6	9.7%	\$ 176.5	10.2%
New video game software	689.3	23.7	716.9	23.2	805.3	23.1
Pre-owned and value video game products	1,114.5	46.9	1,146.3	48.0	1,093.9	47.0
Video game accessories	255.5	36.3	246.1	37.7	220.5	39.3
Digital	149.6	79.4	152.0	70.3	149.2	68.5
Mobile and consumer electronics	328.6	50.3	186.7	36.0	65.1	21.4
Other <sup>(2)</sup>	205.3	34.5	131.3	32.8	150.6	36.1
Total	<u>\$ 2,918.3</u>	<u>31.2%</u>	<u>\$ 2,775.9</u>	<u>29.9%</u>	<u>\$ 2,661.1</u>	<u>29.4%</u>

<sup>(1)</sup> Includes sales of hardware bundles, in which physical hardware and digital or physical software are sold together as a single SKU.

<sup>(2)</sup> Other products include revenues from collectibles (including sales from our newly acquired ThinkGeek operation, beginning in July 2015), the sales of PC entertainment software, interactive toys, strategy guides and revenues from PowerUp Pro loyalty members receiving *Game Informer* magazine in physical form.

## *Fiscal 2015 Compared to Fiscal 2014*

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	Change	
	Dollars in millions	Dollars in millions	\$	%
<b>Statement of Operations Data:</b>				
Net sales	\$ 9,363.8	\$ 9,296.0	\$ 67.8	0.7 %
Cost of sales	6,445.5	6,520.1	(74.6)	(1.1)
Gross profit	2,918.3	2,775.9	142.4	5.1
Selling, general and administrative expenses	2,108.9	2,001.0	107.9	5.4
Depreciation and amortization	156.6	154.4	2.2	1.4
Asset impairments	4.6	2.2	2.4	109.1
Operating earnings	648.2	618.3	29.9	4.8
Interest expense, net	23.0	10.0	13.0	130.0
Earnings before income tax expense	625.2	608.3	16.9	2.8
Income tax expense	222.4	215.2	7.2	3.3
Net income	<u>\$ 402.8</u>	<u>\$ 393.1</u>	<u>\$ 9.7</u>	<u>2.5 %</u>

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	52 Weeks Ended	52 Weeks Ended	Change	
	January 30, 2016	January 31, 2015	\$	%
	Dollars in millions	Dollars in millions		
<b>Net Sales:</b>				
New video game hardware <sup>(1)</sup>	\$ 1,944.7	\$ 2,028.7	\$ (84.0)	(4.1)%
New video game software	2,905.1	3,089.0	(183.9)	(6.0)
Pre-owned and value video game products	2,374.7	2,389.3	(14.6)	(0.6)
Video game accessories	703.0	653.6	49.4	7.6
Digital	188.3	216.3	(28.0)	(12.9)
Mobile and consumer electronics	652.8	518.8	134.0	25.8
Other <sup>(2)</sup>	595.2	400.3	194.9	48.7
Total	\$ 9,363.8	\$ 9,296.0	\$ 67.8	0.7 %

	52 Weeks Ended	52 Weeks Ended	Change	
	January 30, 2016	January 31, 2015	\$	%
	Dollars in millions	Dollars in millions		
<b>Gross Profit:</b>				
New video game hardware <sup>(1)</sup>	\$ 175.5	\$ 196.6	\$ (21.1)	(10.7)%
New video game software	689.3	716.9	(27.6)	(3.8)%
Pre-owned and value video game products	1,114.5	1,146.3	(31.8)	(2.8)
Video game accessories	255.5	246.1	9.4	3.8
Digital	149.6	152.0	(2.4)	(1.6)
Mobile and consumer electronics	328.6	186.7	141.9	76.0
Other <sup>(2)</sup>	205.3	131.3	74.0	56.4
Total	\$ 2,918.3	\$ 2,775.9	\$ 142.4	5.1 %

(1) Includes sales of hardware bundles, in which physical hardware and digital or physical software are sold together as a single SKU.

(2) Other products include revenues from collectibles (including sales from our newly acquired ThinkGeek operation, beginning in July 2015), the sales of PC entertainment software, interactive toys, strategy guides and revenues from PowerUp Pro loyalty members receiving *Game Informer* magazine in physical form.

**Net Sales**

Net sales increased \$67.8 million, or 0.7%, in fiscal 2015 compared to fiscal 2014. The increase in net sales during fiscal 2015 was primarily attributable to an increase in comparable store sales of 4.3% compared to fiscal 2014, due to strong sales performance in the current year period associated with video game accessories, interactive toys and collectibles. Overall sales growth also benefited from the continued growth of our Technology Brands stores and our newly acquired ThinkGeek business. These increases were partially offset by the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$430.2 million for the 52 weeks of fiscal 2015 compared to the prior year period. Refer to the note to the Selected Financial Data table in "Item 6 — Selected Financial Data" for a discussion of the calculation of comparable store sales.

The increase in net sales was due to the following:

- Sales of other product categories increased \$194.9 million, or 48.7%, for fiscal 2015 as compared to fiscal 2014, primarily due to the addition of our ThinkGeek business and growth in sales of interactive toys and collectibles that we continue to expand globally.
- Mobile and consumer electronics sales increased \$134.0 million, or 25.8%, for fiscal 2015 as compared to fiscal 2014, due to the acquisition and opening of stores within the Technology Brands segment. Sales related to the Technology Brands segment increased \$205.4 million for fiscal 2015 compared to the prior year period.
- Video game accessories sales increased \$49.4 million, or 7.6%, for fiscal 2015 as compared to fiscal 2014, due to sales of accessories for use with the next generation consoles.

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The increases described above were partially offset by the following:

- New video game software sales decreased \$183.9 million, or 6.0%, for fiscal 2015 as compared to fiscal 2014, primarily due to unfavorable foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$157.7 million for the current year period as compared to the prior year. Excluding the effects of currency, new video game software sales decreased \$26.2 million due to fewer new titles that were released in fiscal 2015 as compared to fiscal 2014 and the decline in prior generation software sales. We expect the decline in prior generation software sales to continue.
- New video game hardware sales decreased \$84.0 million, or 4.1%, for fiscal 2015 as compared to fiscal 2014, primarily due to the reduction in price on both the PS4 and Xbox One as well as unfavorable foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$99.2 million for the current year as compared to the prior year.
- Digital sales decreased \$28.0 million, or 12.9%, for fiscal 2015 as compared to fiscal 2014, primarily due to unfavorable foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$11.4 million for the current year period as compared to the prior year and a larger portion of sales recognized on a net basis compared to the prior year period.
- Pre-owned and value video game product sales decreased \$14.6 million, or 0.6%, for fiscal 2015 as compared to fiscal 2014, primarily due to unfavorable foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$94.6 million for the current year as compared to the prior year. Excluding the effects of currency, sales increased \$80.0 million due to stronger sell-through of the next generation video game products related to the new console cycle.

### **Cost of Sales**

Cost of sales decreased \$74.6 million, or 1.1%, in fiscal 2015 compared to fiscal 2014, primarily as a result of the changes in gross profit discussed below.

### **Gross Profit**

Gross profit increased \$142.4 million, or 5.1%, in fiscal 2015 compared to fiscal 2014, and gross profit as a percentage of net sales was 31.2% in fiscal 2015 compared to 29.9% in fiscal 2014. The gross profit increase was primarily driven by the growth in the mobile and consumer electronics category related to our Technology Brands segment, which carries a higher margin percentage than our other segments, and increased gross profit by \$137.5 million year-over-year.

The net increase in gross profit as a percentage of net sales was due to the following:

- Gross profit as a percentage of sales on mobile and consumer electronics sales increased to 50.3% in fiscal 2015 from 36.0% in fiscal 2014 due to an increase in the mix of Technology Brand segment sales related to the acquisition and opening of new stores during the year. Sales in the Technology Brands segment have higher margin than other mobile and consumer electronic sales in the category.
- Gross profit as a percentage of sales on other product categories increased to 34.5% in fiscal 2015 from 32.8% in fiscal 2014, due to an increase in collectibles sales including our recently acquired ThinkGeek business. Collectibles sales carry a higher gross margin percentage than the other items in this category.
- Gross profit as a percentage of sales on digital sales increased to 79.4% in fiscal 2015 from 70.3% in fiscal 2014 primarily due to a larger portion of sales recognized on a net basis in fiscal 2015 compared to the prior year.

The increases described above were partially offset by the following:

- Gross profit as a percentage of sales on pre-owned and value video game products decreased to 46.9% in fiscal 2015 from 48.0% in fiscal 2014. The gross profit percentage decrease was driven by a greater mix of sales of next generation video game products, which carry lower margins early in the console cycle compared to the prior generation products. As the console cycle matures, we generally expect gross margin on the sales of pre-owned next generation video game products to increase.
- Gross profit as a percentage of sales on video game accessories decreased to 36.3% in fiscal 2015 from 37.7% in fiscal 2014, due to the increased mix of controllers sales, which carry lower gross margins relative to the total video game accessories category.

### **Selling, General and Administrative Expenses**

Selling, general and administrative expenses increased \$107.9 million, or 5.4%, in fiscal 2015 compared to fiscal 2014. The increase was primarily due to the growth of the Technology Brands segment, which carries higher selling, general and administrative expenses as a percentage of sales than the other segments. Technology Brands contributed \$129.0 million to the increase for fiscal 2015 compared to fiscal 2014. Additionally, United States Video Game Brands selling, general and administrative expenses increased \$76.9 million in the current year compared to the prior year, driven mainly by costs related to the acquisition of ThinkGeek.

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This increase was offset in part by the impact of foreign exchange rate fluctuations, which had the effect of decreasing selling, general and administrative expenses by \$96.4 million for the 52 weeks of fiscal 2015 compared to the prior year period. Included in selling, general and administrative expenses are \$29.9 million and \$21.5 million in stock-based compensation expense for fiscal 2015 and fiscal 2014, respectively.

### **Depreciation and Amortization**

Depreciation and amortization expense increased \$2.2 million, or 1.4%, in fiscal 2015 compared to fiscal 2014. This increase was primarily due to the acquisition and opening of stores in our Technology Brands segment.

### **Interest Income and Expense**

Interest expense of \$23.4 million for fiscal 2015 increased \$12.7 million from \$10.7 million in fiscal 2014 primarily due to the \$350.0 million issuance of 2019 Senior Notes in September 2014, which is discussed more fully in Note 10, "Debt," to our consolidated financial statements. Interest income of \$0.4 million for fiscal 2015, resulting from the investment of excess cash balances, decreased \$0.3 million from \$0.7 million in fiscal 2014.

### **Income Tax**

Income tax expense was \$222.4 million, representing an effective tax rate of 35.6% in fiscal 2015, compared to \$215.2 million, representing an effective tax rate of 35.4% in fiscal 2014. Refer to Note 13, "Income Taxes," to our consolidated financial statements for additional information regarding income taxes.

### **Operating Earnings and Net Income**

The factors described above led to operating earnings of \$648.2 million for fiscal 2015, or a 4.8% increase from operating earnings of \$618.3 million for fiscal 2014. Additionally, net income was \$402.8 million for fiscal 2015, which represented a 2.5% increase from net income of \$393.1 million for fiscal 2014. The increase in operating earnings is primarily attributable to the growth in gross margin in our Video Game Brands segments.

### **Fiscal 2014 Compared to Fiscal 2013**

	52 Weeks Ended	52 Weeks Ended	Change	
	January 31, 2015	February 1, 2014	\$	%
	Dollars in millions	Dollars in millions		
<b>Statement of Operations Data:</b>				
Net sales	\$ 9,296.0	\$ 9,039.5	\$ 256.5	2.8 %
Cost of sales	6,520.1	6,378.4	141.7	2.2
Gross profit	2,775.9	2,661.1	114.8	4.3
Selling, general and administrative expenses	2,001.0	1,892.4	108.6	5.7
Depreciation and amortization	154.4	166.5	(12.1)	(7.3)
Goodwill impairments	—	10.2	(10.2)	(100.0)
Asset impairments	2.2	18.5	(16.3)	(88.1)
Operating earnings	618.3	573.5	44.8	7.8
Interest expense, net	10.0	4.7	5.3	112.8
Earnings before income tax expense	608.3	568.8	39.5	6.9
Income tax expense	215.2	214.6	0.6	0.3
Net income	\$ 393.1	\$ 354.2	\$ 38.9	11.0 %

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	52 Weeks Ended	52 Weeks Ended	Change	
	January 31, 2015	February 1, 2014	\$	%
	Dollars in millions	Dollars in millions		
<b>Net Sales:</b>				
New video game hardware <sup>(1)</sup>	\$ 2,028.7	\$ 1,730.0	\$ 298.7	17.3 %
New video game software	3,089.0	3,480.9	(391.9)	(11.3)
Pre-owned and value video game products	2,389.3	2,329.8	59.5	2.6
Video game accessories	653.6	560.6	93.0	16.6
Digital	216.3	217.7	(1.4)	(0.6)
Mobile and consumer electronics	518.8	303.7	215.1	70.8
Other <sup>(2)</sup>	400.3	416.8	(16.5)	(4.0)
Total	\$ 9,296.0	\$ 9,039.5	\$ 256.5	2.8 %

	52 Weeks Ended	52 Weeks Ended	Change	
	January 31, 2015	February 1, 2014	\$	%
	Dollars in millions	Dollars in millions		
<b>Gross Profit:</b>				
New video game hardware <sup>(1)</sup>	\$ 196.6	\$ 176.5	\$ 20.1	11.4 %
New video game software	716.9	805.3	(88.4)	(11.0)
Pre-owned and value video game products	1,146.3	1,093.9	52.4	4.8
Video game accessories	246.1	220.5	25.6	11.6
Digital	152.0	149.2	2.8	1.9
Mobile and consumer electronics	186.7	65.1	121.6	186.8
Other <sup>(2)</sup>	131.3	150.6	(19.3)	(12.8)
Total	\$ 2,775.9	\$ 2,661.1	\$ 114.8	4.3 %

<sup>(1)</sup> Includes sales of hardware bundles, in which hardware and digital games are generally sold together as a single SKU.

<sup>(2)</sup> Other products include revenues from the sales of PC entertainment software, interactive toys and licensed merchandise, strategy guides and revenues from PowerUp Pro loyalty members receiving *Game Informer* magazine in physical form.

**Net Sales**

Net sales increased \$256.5 million, or 2.8%, in fiscal 2014 compared to fiscal 2013. The increase in net sales during fiscal 2014 was primarily attributable to an increase in comparable store sales of 3.4% compared to fiscal 2013, due to strong sales performance in the current year period associated with the new video game console launches and related video game accessories, as well as the continued growth of the Technology Brands segment. These increases were partially offset by the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$133.9 million for the 52 weeks of fiscal 2014 compared to the prior year period. Refer to the note to the Selected Financial Data table in "Item 6 - Selected Financial Data" for a discussion of the calculation of comparable store sales.

The increase in net sales was due to the following:

- New video game hardware sales increased \$298.7 million, or 17.3%, for fiscal 2014 compared to fiscal 2013, primarily attributable to an increase in hardware unit sell-through due to the launches of the Microsoft Xbox One and the Sony PlayStation 4 in November 2013. These increases were partially offset by declines in sales of previous generation hardware.
- Pre-owned and value video game product sales increased \$59.5 million, or 2.6%, for fiscal 2014 as compared to fiscal 2013, primarily due to trade growth and an increase in pre-owned hardware sales resulting from the release of Microsoft Xbox One and the Sony PlayStation 4 in November 2013.
- Video game accessories sales increased \$93.0 million, or 16.6%, for fiscal 2014 as compared to fiscal 2013, due to sales of accessories for use with the recently launched consoles.
- Mobile and consumer electronics sales increased \$215.1 million, or 70.8%, for fiscal 2014 as compared to fiscal 2013, due to the acquisitions of stores within the Technology Brands segment. Sales related to the Technology Brands segment increased \$265.8 million for fiscal 2014 compared to the prior year period.

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The increases described above were partially offset by the following:

- New video game software sales decreased \$391.9 million, or 11.3%, for fiscal 2014 compared to fiscal 2013, primarily due to a decline in prior generation software sales and a weaker lineup of new titles released during fiscal 2014 as compared to fiscal 2013.
- Sales of other product categories decreased \$16.5 million, or 4.0%, for fiscal 2014 as compared to fiscal 2013, primarily due to a decrease in *Game Informer* physical subscriptions as a result of the shift to digital subscriptions, which are reflected in the digital product category, lower sales of strategy guides and fewer new titles of PC entertainment software released during the current year period. These decreases were partially offset by an increase in the sale of interactive toys during fiscal 2014 as compared to fiscal 2013.

As a percentage of net sales, there was a shift in sales mix from new video game software to new video game hardware during the majority of fiscal 2014 compared to fiscal 2013 due to the release of the next-generation consoles in November 2013 and the decline in software sales in fiscal 2014.

### **Cost of Sales**

Cost of sales increased \$141.7 million, or 2.2%, in fiscal 2014 compared to fiscal 2013, primarily as a result of the increase in net sales discussed above and the changes in gross profit discussed below.

### **Gross Profit**

Gross profit increased \$114.8 million, or 4.3%, in fiscal 2014 compared to fiscal 2013, and gross profit as a percentage of net sales was 29.9% for fiscal 2014 and 29.4% for fiscal 2013. The gross profit increase was primarily driven by the growth in the mobile and consumer electronics category related to our Technology Brands segment, which increased gross profit by \$151.5 million year-over-year.

The net increase in gross profit as a percentage of net sales was due to the following:

- Gross profit as a percentage of sales on pre-owned and value video game products increased to 48.0% in fiscal 2014 from 47.0% in fiscal 2013 due to higher promotional activity in the prior year, as well as the increase in gross profit percentage that occurs as prior generation video game platforms mature.
- Gross profit as a percentage of sales on digital sales increased to 70.3% in fiscal 2014 from 68.5% in fiscal 2013 due to the growth of Kongregate, our platform for web and mobile gaming, as well as the conversion of certain digital revenue streams from a full retail price revenue arrangement to commission revenue, which has the effect of decreasing sales with no impact on gross profit.
- Gross profit as a percentage of sales on mobile and consumer electronics revenues increased to 36.0% in fiscal 2014 from 21.4% in fiscal 2013 due to the acquisition and opening of new stores within the Technology Brands segment.

The increases described above were partially offset by the following:

- Gross profit as a percentage of sales on new video game hardware decreased to 9.7% in fiscal 2014 from 10.2% in fiscal 2013. The gross profit percentage decrease was driven by the mix of next generation console sales, which carry lower margins compared to the prior generation.
- Gross profit as a percentage of sales on video game accessories decreased to 37.7% in fiscal 2014 from 39.3% in fiscal 2013, due to the mix of next generation accessories sales, which carry lower gross margins relative to the total video game accessories category.
- Gross profit as a percentage of sales on other product categories decreased to 32.8% in fiscal 2014 from 36.1% in fiscal 2013, due to a decrease in *Game Informer* physical subscriptions as a result of the shift to digital subscriptions, which are reflected in the digital product category.

### **Selling, General and Administrative Expenses**

Selling, general and administrative expenses increased \$108.6 million, or 5.7%, in fiscal 2014 compared to fiscal 2013. The increase was primarily due to the growth of the Technology Brands segment, which carries higher selling, general and administrative expenses as a percentage of sales than the other segments. Technology Brands contributed \$111.5 million to the increase for fiscal 2014 compared to fiscal 2013. This increase was offset in part by the impact of foreign exchange rate fluctuations, which had the effect of decreasing selling, general and administrative expenses by \$24.3 million for the 52 weeks of fiscal 2014 compared to the prior year period. Included in selling, general and administrative expenses are \$21.5 million and \$19.4 million in stock-based compensation expense for fiscal 2014 and fiscal 2013, respectively.

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### **Depreciation and Amortization**

Depreciation and amortization expense decreased \$12.1 million, or 7.3%, in fiscal 2014 compared to fiscal 2013. This decrease was primarily due to a decrease in capital initiatives associated with our Video Game Brands segments.

### **Asset Impairments**

During fiscal 2014, we recorded a \$2.2 million impairment, comprised of \$1.9 million of property and equipment impairments and \$0.3 million of intangible asset impairments. During fiscal 2013, we recorded a \$28.7 million impairment, comprised of a \$10.2 million goodwill impairment, a \$7.4 million impairment of technology assets, an impairment of \$2.1 million of intangible assets as a result of our decision to abandon Spawn Labs and an impairment of \$9.0 million of property and equipment. Refer to Note 2, "Asset Impairments," and Note 9, "Goodwill and Intangible Assets," to the consolidated financial statements in this Form 10-K for further information associated with these impairments.

### **Interest Income and Expense**

Interest income of \$0.7 million for fiscal 2014, resulting from the investment of excess cash balances, decreased \$0.2 million from \$0.9 million in fiscal 2013. Interest expense of \$10.7 million for fiscal 2014 increased \$5.1 million from \$5.6 million in fiscal 2013 primarily due to higher borrowings, including the \$350.0 million issuance of the 2019 Senior Notes in September 2014, which is discussed more fully in Note 10, "Debt," to our consolidated financial statements.

### **Income Tax**

Income tax expense was \$215.2 million, representing an effective tax rate of 35.4% in fiscal 2014, compared to \$214.6 million, representing an effective tax rate of 37.7% in fiscal 2013. The difference in the effective income tax rate between fiscal 2014 and fiscal 2013 was primarily due to the recognition of tax benefits related to losses in subsidiary investments in fiscal 2014 for which no benefit had previously been recorded. These benefits were partially offset by the recording of valuation allowances against (1) certain deferred tax assets in the European segment and (2) credits in the United States segment. Without the effect of the tax loss benefits and the recording of the valuation allowance, the effective income tax rate in fiscal 2014 would have been 36.7%. Refer to Note 13, "Income Taxes," to our consolidated financial statements for additional information regarding income taxes.

### **Operating Earnings and Net Income**

The factors described above led to operating earnings of \$618.3 million for fiscal 2014, or a 7.8% increase from operating earnings of \$573.5 million for fiscal 2013. Additionally, net income was \$393.1 million for fiscal 2014, which represented an 11.0% increase from net income of \$354.2 million for fiscal 2013. The increase in operating earnings is primarily attributable to the growth of our Technology Brands segment, which contributed operating earnings growth of \$33.1 million in fiscal 2014 compared to fiscal 2013. Operating earnings in the Video Game Brands segments increased due to the launch of the new consoles, which has driven year-over-year growth in our new video game hardware and video game accessories, as well as continued growth in our pre-owned and value category.

### **Segment Performance**

We operate our business in the following operating segments, which are also our reportable segments: Video Game Brands, which consists of four segments in the United States, Canada, Australia and Europe, and Technology Brands. We identified these segments based on a combination of geographic areas, the methods with which we analyze performance, the way in which our sales and profits are derived and how we divide management responsibility. Our sales and profits are driven through our physical stores which are highly integrated with our e-commerce, digital and mobile businesses. Due to this integration, our physical stores are the basis for our segment reporting. Each of the Video Game Brands segments consists primarily of retail operations, with all stores engaged in the sale of new and pre-owned video game systems, software and accessories (which we refer to as video game products), new and pre-owned mobile devices and related accessories. These products are substantially the same regardless of geographic location, with the primary differences in merchandise carried being the timing of the release of new products or technologies in the various segments.

With our presence in international markets, we have operations in several foreign currencies, including the Euro, Australian dollar, New Zealand dollar, Canadian dollar, British pound, Swiss franc, Danish kroner, Swedish krona, and the Norwegian kroner.

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Operating earnings (loss) by operating segment, defined as income from operations before intercompany royalty fees, net interest expense and income taxes, and net sales by reportable unit in U.S. dollars were as follows (in millions):

As of and for the Fiscal Year Ended January 30, 2016	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,435.1	\$ 446.6	\$ 591.4	\$ 1,356.7	\$ 534.0	\$ 9,363.8
Segment operating earnings	\$ 504.3	\$ 29.4	\$ 38.7	\$ 48.8	\$ 27.0	\$ 648.2
<b>Segment Operating data:</b>						
Store count	4,013	325	444	1,299	1,036	7,117
Comparable store sales <sup>(1)</sup>	4.8%	9.8%	7.5%	(0.8)%	n/a	4.3%

As of and for the Fiscal Year Ended January 31, 2015	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,193.5	\$ 476.4	\$ 644.7	\$ 1,652.8	\$ 328.6	\$ 9,296.0
Segment operating earnings	\$ 483.2	\$ 28.3	\$ 38.0	\$ 35.9	\$ 32.9	\$ 618.3
<b>Segment Operating data:</b>						
Store count	4,138	331	421	1,316	484	6,690
Comparable store sales <sup>(1)</sup>	2.5%	9.3%	10.6%	2.3%	n/a	3.4%

As of and for the Fiscal Year Ended February 1, 2014	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,160.4	\$ 468.8	\$ 613.7	\$ 1,733.8	\$ 62.8	\$ 9,039.5
Segment operating earnings (loss)	\$ 465.3	\$ 26.6	\$ 37.5	\$ 44.3	\$ (0.2)	\$ 573.5
<b>Segment Operating data:</b>						
Store count	4,249	335	418	1,455	218	6,675
Comparable store sales <sup>(1)</sup>	3.0%	5.7%	12.6%	3.2%	n/a	3.8%

<sup>(1)</sup> Our Technology Brands stores are excluded from the calculation of comparable store sales. Refer to the note to the Selected Financial Data table in "Item 6 — Selected Financial Data" for a discussion of the calculation of comparable store sales.

### ***Fiscal 2015 Compared to Fiscal 2014***

#### ***Video Game Brands***

##### ***United States***

Segment results for Video Game Brands in the United States include retail GameStop operations in 50 states, the District of Columbia, Puerto Rico and Guam, the electronic commerce websites [www.gamestop.com](http://www.gamestop.com) and [www.thinkgeek.com](http://www.thinkgeek.com), *Game Informer* magazine and Kongregate, our leading platform for web and mobile gaming. Net sales for fiscal 2015 increased \$241.6 million, or 3.9%, compared to fiscal 2014, primarily due to the increase in comparable store sales of 4.8%. This increase in comparable store sales was driven by the increase in sales of collectibles, video game accessories, pre-owned and value video game products and next generation hardware sales in the current year period as compared to the prior year. Operating earnings for fiscal 2015 increased \$21.1 million, or 4.4%, compared to fiscal 2014, driven primarily by the current year increase in net sales, increased margins from our collectibles business and our ability to effectively leverage the increase in net sales relative to the selling, general and administrative expenses.

##### ***Canada***

Segment results for Canada include retail operations in Canada and an e-commerce site. Net sales in the Canadian segment for fiscal 2015 decreased \$29.8 million, or 6.3%, compared to fiscal 2014, primarily due to the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$74.6 million in fiscal 2015 compared to the prior year period. Comparable store sales for fiscal 2015 increased 9.8%, driven by strong sales of next generation hardware and software as well as collectibles. Operating earnings for fiscal 2015 increased \$1.1 million, or 3.9%, compared to fiscal 2014, due to the increase in comparable store sales, partially offset by the impact of foreign exchange rate fluctuations which had the effect of decreasing operating earnings by \$5.3 million.

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### ***Australia***

Segment results for Australia include retail operations and e-commerce sites in Australia and New Zealand. Net sales in the Australian segment for fiscal 2015 decreased \$53.3 million, or 8.3%, compared to fiscal 2014, primarily due to the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$117.3 million for fiscal 2015 compared to the prior year period. Comparable store sales for fiscal 2015 increased 7.5%, driven by strong sales of next generation hardware, pre-owned products, video game accessories and collectibles. Operating earnings for fiscal 2015 increased \$0.7 million compared to fiscal 2014. Excluding the impact of foreign exchange rate fluctuations, operating earnings increased \$7.3 million primarily due to the comparable store sales increase.

### ***Europe***

Segment results for Europe include retail operations in 10 European countries and e-commerce operations in five countries. Net sales in the European segment for fiscal 2015 decreased \$296.1 million, or 17.9%, compared to fiscal 2014, primarily due to the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$238.3 million for fiscal 2015 compared to the prior year period, and a decrease in comparable store sales of 0.8%. Additionally, the exit of our Spain operations contributed to a \$34.8 million decrease in net sales year-over-year. Operating earnings for fiscal 2015 increased \$12.9 million, or 35.9%, compared to fiscal 2014, driven primarily by the pre-tax loss of \$14.8 million in fiscal 2014 related to the exit of our Spain operations. Foreign exchange rate fluctuations also had the effect of decreasing operating earnings by \$3.9 million in the current year period.

### ***Technology Brands***

Results for the Technology Brands segment include our Spring Mobile managed AT&T and Cricket branded stores and our Simply Mac business. Net sales for fiscal 2015 increased \$205.4 million, or 62.5%, compared to fiscal 2014 primarily due to our continued acquisition activity and growth in our Technology Brands store count. Operating earnings for the 52 weeks ended January 30, 2016 decreased \$5.9 million, or 17.9%, compared to the prior year period, primarily due to store openings and conversions taking longer than anticipated to open as well as our expansion and related investments in selling, general and administrative expenses to prepare for the growth of additional stores.

### ***Fiscal 2014 Compared to Fiscal 2013***

#### ***Video Game Brands***

##### ***United States***

Segment results for Video Game Brands in the United States include retail GameStop operations in 50 states, the District of Columbia, Puerto Rico and Guam, the electronic commerce website [www.gamestop.com](http://www.gamestop.com), *Game Informer* magazine and Kongregate, our leading platform for web and mobile gaming. Net sales for fiscal 2014 increased \$33.1 million, or 0.5%, compared to fiscal 2013, primarily due to the increase in comparable store sales of 2.5%. This increase in comparable store sales was driven by the launch of the new consoles in November 2013. Operating earnings for fiscal 2014 increased \$17.9 million, or 3.8%, compared to fiscal 2013, driven primarily by the current year increase in net sales and our ability to effectively leverage the increase in net sales relative to the selling, general and administrative expenses.

##### ***Canada***

Segment results for Canada include retail operations in Canada and an e-commerce site. Net sales in the Canadian segment for fiscal 2014 increased \$7.6 million, or 1.6%, compared to fiscal 2013, primarily due to the increase in comparable store sales of 9.3%. This increase in comparable store sales was driven by the launch of the new consoles in November 2013, as well as an increase in pre-owned sales. The increase in net sales was offset in part by the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$35.7 million in fiscal 2014 compared to the prior year period. Operating earnings for fiscal 2014 increased \$1.7 million, or 6.4%, compared to fiscal 2013, driven primarily by the current year increase in net sales.

##### ***Australia***

Segment results for Australia include retail operations and e-commerce sites in Australia and New Zealand. Net sales in the Australian segment for fiscal 2014 increased \$31.0 million, or 5.1%, compared to fiscal 2013, primarily due to the increase in comparable store sales of 10.6%. This increase in comparable store sales was driven by the launch of the new consoles in November 2013, as well as an increase in pre-owned sales. The increase in net sales was offset in part by the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$39.3 million for the 52 weeks of fiscal 2014 compared to the prior year period. Operating earnings for fiscal 2014 were relatively flat compared to fiscal 2013, despite the impact of foreign exchange

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rate fluctuations, which had the effect of decreasing operating earnings by \$2.6 million in the current year period.

### ***Europe***

Segment results for Europe include retail operations in 10 European countries and e-commerce operations in five countries. Net sales in the European segment for fiscal 2014 decreased \$81.0 million, or 4.7%, compared to fiscal 2013, primarily due to the impact of foreign exchange rate fluctuations, which had the effect of decreasing net sales by \$58.9 million for the 52 weeks of fiscal 2014 compared to the prior year period. Additionally, the exit of our Spain operations contributed to a \$40.1 million decrease in net sales year-over-year. These decreases were offset in part by an increase in comparable store sales of 2.3%. Operating earnings for fiscal 2014 decreased \$8.4 million, or 19.0%, compared to fiscal 2013, driven primarily by the pre-tax loss of \$14.8 million in fiscal 2014 related to the exit of our Spain operations, as well as the impact of foreign exchange rate fluctuations, which had the effect of decreasing operating earnings by \$5.2 million in the current year period.

### ***Technology Brands***

Segment results for the Technology Brands segment include our Spring Mobile managed AT&T and Cricket Wireless branded stores and our Simply Mac business. For fiscal 2014, Technology Brands net sales were \$328.6 million, with operating earnings of \$32.9 million. For fiscal 2013, Technology Brands net sales were \$62.8 million, with an operating loss of \$0.2 million. The increase in net sales and operating earnings from fiscal 2013 to fiscal 2014 was attributable to our continued investment and growth in our Technology Brands businesses.

## **Liquidity and Capital Resources**

### ***Overview***

Based on our current operating plans, we believe that available cash balances, cash generated from our operating activities, funds available under our \$400.0 million asset-based revolving credit facility (the “Revolver”) and the proceeds from our recently issued 2021 Senior Notes together will provide sufficient liquidity to fund our operations, store openings and remodeling activities and corporate capital allocation programs, including acquisitions, share repurchases and the payment of dividends declared by the Board of Directors, for at least the next 12 months.

As of January 30, 2016, \$291.9 million of our total cash on hand of \$450.4 million was attributable to our foreign operations. Although we may, from time to time, evaluate strategies and alternatives with respect to the cash attributable to our foreign operations, we currently anticipate that this cash will remain in those foreign jurisdictions and it therefore may not be available for immediate use; however, we believe that our existing sources of liquidity, as described more fully above, will enable us to meet our cash requirements in the next twelve months.

As of January 30, 2016, we had total cash on hand of \$450.4 million and an additional \$391.6 million of available borrowing capacity under the Revolver. As we continue to pursue acquisitions, divestitures and other strategic transactions to expand and grow our business, while also enhancing shareholder value through share repurchases and dividend payments, we regularly monitor capital market conditions and may raise additional funds through borrowings or public or private sales of debt or equity securities. The amount, nature and timing of any borrowings or sales of debt or equity securities will depend on our operating performance and other circumstances; our then-current commitments and obligations; the amount, nature and timing of our capital requirements; any limitations imposed by our current credit arrangements; and overall market conditions.

In March 2016, we issued \$475.0 million aggregate principal amount of the 2021 Senior Notes, our unsecured 6.75% senior notes due March 15, 2021. The 2021 Senior Notes bear interest at the rate of 6.75% per annum with interest payable semi-annually in arrears on March 15 and September 15 of each year beginning on September 15, 2016. The 2021 Senior Notes were sold in a private placement and will not be registered under the U.S. Securities Act of 1933. The net proceeds from the offering will be used for general corporate purposes, which will likely include acquisitions and, potentially, dividends and stock buybacks.

### ***Cash Flows***

During fiscal 2015, cash provided by operations was \$656.8 million, compared to cash provided by operations of \$480.5 million in fiscal 2014. The increase in cash provided by operations of \$176.3 million from fiscal 2014 to fiscal 2015 was primarily due to an increase in cash provided by working capital of \$167.7 million, due primarily to the timing of payments for income taxes as well as accounts payable and accrued liabilities when compared to fiscal 2014.

During fiscal 2014, cash provided by operations was \$480.5 million, compared to cash provided by operations of \$762.7 million in fiscal 2013. The decrease in cash provided by operations of \$282.2 million from fiscal 2013 to fiscal 2014 was primarily due to a decrease in cash provided by working capital of \$278.3 million, due primarily to the change in the timing of payments for accounts payable and accrued liabilities as well as income taxes in fiscal 2014.

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Cash used in investing activities was \$444.6 million in fiscal 2015, \$235.9 million in fiscal 2014 and \$207.5 million in fiscal 2013. During fiscal 2015, we used \$173.2 million for capital expenditures primarily to support the growth of our Technology Brands businesses, to invest in information systems and digital initiatives, and to open 54 Video Game Brands stores and 31 collectibles stores in the U.S. and internationally. Additionally, we used \$267.5 million of cash for acquisitions within the U.S. Video Game Brands and Technology Brands segments. During fiscal 2014, we used \$159.6 million for capital expenditures primarily to support the growth of our Technology Brands businesses, to invest in information systems and digital initiatives, and to open 49 Video Game Brands stores in the U.S. and internationally. Additionally, we used \$ 89.7 million of cash for acquisitions of stores within the Technology Brands segment. During fiscal 2013, we used \$125.6 million for capital expenditures primarily to open 109 Video Game Brands stores in the U.S. and internationally and to invest in information systems and digital initiatives. During fiscal 2013, we also used \$77.4 million of cash primarily for the acquisition of Spring Mobile and Simply Mac.

Cash used in financing activities was \$346.2 million in fiscal 2015, \$131.2 million in fiscal 2014 and \$350.6 million in fiscal 2013. The cash flows used in financing activities in fiscal 2015 were primarily for the repurchase of \$194.3 million of treasury shares and the payment of dividends on our Class A Common Stock of \$154.1 million. The cash flows used in financing activities in fiscal 2014 were primarily for the repurchase of \$331.1 million of treasury shares and the payment of dividends on our Class A Common Stock of \$148.8 million, offset in part by the \$350.0 million issuance of 2019 Senior Notes in September 2014. The cash flows used in financing activities in fiscal 2013 were primarily for the repurchase of \$258.3 million of treasury shares and the payment of dividends on our Class A Common Stock of \$130.9 million. The cash flows used in financing activities in fiscal 2015 were not impacted by cash provided by the issuance of shares associated with stock option exercises. In fiscal 2014 and fiscal 2013, the impact was \$0.7 million and \$58.0 million, respectively.

### **Sources of Liquidity**

We utilize cash generated from operations and have funds available to us under our Revolver, as well as the proceeds from the September 24, 2014 issuance of our 2019 Senior Notes, to cover seasonal fluctuations in cash flows and to support our various growth initiatives. Our cash and cash equivalents are carried at cost and consist primarily of time deposits with commercial banks.

*Issuance of 5.50% Senior Notes due 2019.* On September 24, 2014, we issued \$350.0 million aggregate principal amount of the 2019 Senior Notes, our unsecured 5.50% Senior Notes due October 1, 2019. The 2019 Senior Notes bear interest at the rate of 5.50% per annum with interest payable semi-annually in arrears on April 1 and October 1 of each year beginning on April 1, 2015. The 2019 Senior Notes were sold in a private placement and will not be registered under the U.S. Securities Act of 1933. The 2019 Senior Notes were offered in the U.S. to “qualified institutional buyers” pursuant to the exemption from registration under Rule 144A of the Securities Act and in exempted offshore transactions pursuant to Regulation S under the Securities Act.

The 2019 Senior Notes were issued pursuant to an indenture dated as of September 24, 2014, by and among the Company, certain subsidiary guarantors named therein and U.S. Bank National Association, as trustee and will mature on October 1, 2019. The net proceeds from the offering of \$343.7 million were used to pay down the remaining outstanding balance of our revolving credit facility, which is described more fully below, and for general corporate purposes, such as acquisitions, dividends and stock buybacks. The outstanding balance of the 2019 Senior Notes at January 30, 2016 was \$350.0 million.

The indenture governing the 2019 Senior Notes does not contain financial covenants but does contain covenants which place certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, stock repurchases, the incurrence of additional debt and the repurchase of debt that is junior to the 2019 Senior Notes. In addition, the indenture restricts payments of dividends to stockholders (other than dividends payable in shares of capital stock) if one of the following conditions exist: (i) an event of default has occurred, (ii) we could not incur additional debt under the general debt covenant of the indenture or (iii) the sum of the proposed dividend and all other dividends and other restricted payments made under the indenture from the date of the indenture exceeds the sum of 50% of consolidated net income plus 100% of net proceeds from capital stock sales and other amounts set forth in and determined as provided in the indenture. These restrictions are subject to exceptions and qualifications, including that we can pay up to \$175 million in dividends to stockholders in each fiscal year and we can pay dividends and make other restricted payments in an unlimited amount if our leverage ratio on a pro forma basis after giving effect to the dividend payment and other restricted payments would be less than or equal to 1.0:1.0.

The indenture contains customary events of default, including payment defaults, breaches of covenants, failure to pay certain judgments and certain events of bankruptcy, insolvency and reorganization. If an event of default occurs and is continuing, the principal amount of the 2019 Senior Notes, plus accrued and unpaid interest, if any, may be declared immediately due and payable. These amounts automatically become due and payable if an event of default relating to certain events of bankruptcy, insolvency or reorganization occurs.

*Revolving Credit Facility.* On January 4, 2011, we entered into a \$400 million credit agreement, which we amended and restated on March 25, 2014 and further amended on September 15, 2014 (the “Revolver”). The Revolver is a five-year, asset-based facility that is secured by substantially all of our assets and the assets of our domestic subsidiaries. Availability under the Revolver is subject to a monthly borrowing base calculation. The Revolver includes a \$50 million letter of credit sublimit. Prior to the March 2014 amendment, the Revolver was scheduled to mature in January 2016. The amendments extended the maturity

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date to March 25, 2019; increased the expansion feature under the Revolver from \$150 million to \$200 million, subject to certain conditions; and revised certain other terms, including a reduction of the fee we are required to pay on the unused portion of the total commitment amount. We believe the extension of the maturity date of the Revolver to March 2019 helps to limit our exposure to potential tightening or other adverse changes in the credit markets. The September 15, 2014 amendment amended certain covenants to permit the issuance of the 2019 Senior Notes.

Borrowing availability under the Revolver is limited to a borrowing base which allows us to borrow up to 90% of the appraisal value of the inventory, in each case plus 90% of eligible credit card receivables, net of certain reserves. The borrowing base provides for borrowing up to 92.5% of the appraisal value during the fiscal months of August through October. Letters of credit reduce the amount available to borrow under the Revolver by an amount equal to the face value of the letters of credit. Our ability to pay cash dividends, redeem options and repurchase shares is generally permitted, except under certain circumstances, including if either 1) excess availability under the Revolver is less than 30%, or is projected to be within 12 months after such payment or 2) excess availability under the Revolver is less than 15%, or is projected to be within 12 months after such payment, and the fixed charge coverage ratio, as calculated on a pro-forma basis for the prior 12 months is 1.1:1.0 or less. In the event that excess availability under the Revolver is at any time less than the greater of (1) \$30 million or (2) 10% of the lesser of the total commitment or the borrowing base, we will be subject to a fixed charge coverage ratio covenant of 1.0:1.0.

The Revolver places certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, loans, guarantees, acquisitions and the incurrence of additional indebtedness. Absent consent from our lenders, we may not incur more than \$1 billion of senior secured debt and \$750 million of additional unsecured indebtedness to be limited to \$250 million in general unsecured obligations and \$500 million in unsecured obligations to finance acquisitions valued at \$500 million or more.

The per annum interest rate under the Revolver is variable and is calculated by applying a margin (1) for prime rate loans of 0.25% to 0.75% above the highest of (a) the prime rate of the administrative agent, (b) the federal funds effective rate plus 0.50% or (c) the London Interbank Offered ("LIBO") rate for a 30-day interest period as determined on such day plus 1.00%, and (2) for LIBO rate loans of 1.25% to 1.75% above the LIBO rate. The applicable margin is determined quarterly as a function of our average daily excess availability under the facility. In addition, we are required to pay a commitment fee of 0.25% for any unused portion of the total commitment under the Revolver. As of January 30, 2016, the applicable margin was 0.25% for prime rate loans and 1.25% for LIBO rate loans.

The Revolver provides for customary events of default with corresponding grace periods, including failure to pay any principal or interest when due, failure to comply with covenants, any material representation or warranty made by us or the borrowers proving to be false in any material respect, certain bankruptcy, insolvency or receivership events affecting us or our subsidiaries, defaults relating to certain other indebtedness, imposition of certain judgments and mergers or the liquidation of the Company or certain of its subsidiaries. During fiscal 2015, we cumulatively borrowed and subsequently repaid \$463.0 million under the Revolver. Our maximum borrowings outstanding during fiscal 2015 were \$123.0 million. During fiscal 2014 and fiscal 2013, we borrowed and repaid \$626 million and \$130 million, respectively, under the Revolver. Average borrowings under the Revolver for fiscal 2015 were \$23.3 million. Our average interest rate on those outstanding borrowings for fiscal 2015 was 3.5%. As of January 30, 2016, total availability under the Revolver was \$391.6 million, with no outstanding borrowings and outstanding standby letters of credit of \$8.4 million. We are currently in compliance with the requirements of the Revolver.

*Luxembourg Line of Credit.* In September 2007, our Luxembourg subsidiary entered into a discretionary \$20 million Uncommitted Line of Credit (the "Line of Credit") with Bank of America. There is no term associated with the Line of Credit and Bank of America may withdraw the facility at any time without notice. The Line of Credit is available to our foreign subsidiaries for use primarily as a bank overdraft facility for short-term liquidity needs and for the issuance of bank guarantees and letters of credit to support operations. As of January 30, 2016, there were no cash overdrafts outstanding under the Line of Credit and bank guarantees outstanding totaled \$1.9 million.

*Issuance of 6.75% Senior Notes due 2021.* In March 2016, we issued \$475.0 million aggregate principal amount of the 2021 Senior Notes, our unsecured 6.75% senior notes due March 15, 2021. The 2021 Senior Notes bear interest at the rate of 6.75% per annum with interest payable semi-annually in arrears on March 15 and September 15 of each year beginning on September 15, 2016. The 2021 Senior Notes were sold in a private placement and will not be registered under the U.S. Securities Act of 1933. The net proceeds from the offering will be used for general corporate purposes, which will likely include acquisitions, and, potentially, dividends and stock buybacks.

The 2021 Senior Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements of the Securities Act or the securities laws of any other jurisdiction. Accordingly, the 2021 Senior Notes are expected to be eligible for resale in the United States only to qualified institutional buyers and outside the United States to non-U.S. persons in compliance with Regulation S.

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The indenture governing the 2021 Senior Notes does not contain financial covenants but does contain covenants which place certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, stock repurchases, the incurrence of additional debt and the repurchase of debt that is junior to the 2021 Senior Notes. In addition, the indenture restricts payments of dividends to stockholders (other than dividends payable in shares of capital stock) if one of the following conditions exist: (i) an event of default has occurred, (ii) we could not incur additional debt under the general debt covenant of the indenture or (iii) the sum of the proposed dividend and all other dividends and other restricted payments made under the indenture from the date of the indenture governing the 2021 Senior Notes exceeds the sum of 50% of consolidated net income plus 100% of net proceeds from capital stock sales and other amounts set forth in and determined as provided in the indenture. These restrictions are subject to exceptions and qualifications, including that we can pay up to \$175 million in dividends to stockholders in each fiscal year and we can pay dividends and make other restricted payments in an unlimited amount if our leverage ratio on a pro forma basis after giving effect to the dividend payment and other restricted payments would be less than or equal to 1.0:1.0.

The indenture contains customary events of default, including payment defaults, breaches of covenants, failure to pay certain judgments and certain events of bankruptcy, insolvency and reorganization. If an event of default occurs and is continuing, the principal amount of the 2021 Senior Notes, plus accrued and unpaid interest, if any, may be declared immediately due and payable. These amounts automatically become due and payable if an event of default relating to certain events of bankruptcy, insolvency or reorganization occurs.

### ***Uses of Capital***

Our future capital requirements will depend upon the timing and extent of our ongoing investments in our Technology Brands businesses, our other strategic initiatives, and the number of new stores we open and the timing of those openings within a given fiscal year. We opened 85 Video Game Brands stores and opened or acquired 568 Technology Brands stores in fiscal 2015, and we expect to open 140 stores in fiscal 2016, as well as make significant investments in our Technology Brands businesses through acquisitions. Capital expenditures for fiscal 2016 are projected to be approximately \$160-170 million, to be used primarily to fund continued growth of our Technology Brands businesses, distribution and information systems and other digital initiatives in support of our operations and new store openings and store remodels.

We used cash to expand our operations through acquisitions. During fiscal 2015, fiscal 2014 and fiscal 2013, we used \$267.5 million, \$89.7 million and \$77.4 million, respectively, for acquisitions, primarily related to the growth of our Technology Brands business and ThinkGeek.

Since January 2010, our Board of Directors has authorized several share repurchase programs authorizing our management to repurchase our Class A Common Stock. Since the beginning of fiscal 2011, each individual authorization has been for \$500 million. Our general practice is to seek Board of Directors' approval for a new authorization before the existing one is fully used to ensure that we are always able to repurchase shares. For fiscal 2013, we repurchased 6.3 million shares for an average price per share of \$41.12 and a total of \$258.3 million. For fiscal 2014, we repurchased 8.4 million shares for an average price per share of \$39.50 and a total of \$333.4 million. For fiscal 2015, we repurchased 5.2 million shares for an average price per share of \$38.68 and a total of \$202.0 million. We have \$245.3 million remaining under our latest authorization from November 2014.

We paid a total of \$1.10 per share in cash dividends in fiscal 2013 and a total of \$1.32 per share in fiscal 2014. In fiscal 2015, we paid dividends of \$1.44 per share of Class A Common Stock, totaling \$154.1 million for the year. On February 23, 2016, our Board of Directors authorized an increase in our annual cash dividend from \$1.44 to \$1.48 per share of Class A Common Stock. Future dividends will be subject to approval by our Board of Directors. Our payment of dividends is and will continue to be restricted by or subject to, among other limitations, applicable provisions of federal and state laws, our earnings and various business considerations, including our financial condition, results of operations, cash flow, the level of our capital expenditures, our future business prospects, our status as a holding company and such other matters that our Board of Directors deems relevant. In addition, the terms of the senior credit facility and of the indentures governing our Senior Notes restrict our ability to pay dividends under certain circumstances as stated above.

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### Contractual Obligations

The following table sets forth our contractual obligations as of January 30, 2016:

Contractual Obligations	Payments Due by Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
	(In millions)				
Operating Leases	\$ 1,067.8	\$ 336.1	\$ 429.1	\$ 187.9	\$ 114.7
Purchase Obligations <sup>(1)</sup>	630.9	630.1	0.8	—	—
2019 Senior Notes	350.0	—	—	350.0	—
Interest payments on 2019 Senior Notes	77.1	19.3	38.5	19.3	—
Total <sup>(2)</sup>	<u>\$ 2,125.8</u>	<u>\$ 985.5</u>	<u>\$ 468.4</u>	<u>\$ 557.2</u>	<u>\$ 114.7</u>

<sup>(1)</sup> Purchase obligations represent outstanding purchase orders for merchandise from vendors. These purchase orders are generally cancelable until shipment of the products.

<sup>(2)</sup> As of January 30, 2016, we had \$30.0 million of income tax liability related to unrecognized tax benefits in other long-term liabilities in our consolidated balance sheet. At the time of this filing, the settlement period for the noncurrent portion of our income tax liability (and the timing of any related payments) cannot be reasonably determined and therefore these liabilities are excluded from the table above. In addition, certain payments related to unrecognized tax benefits would be partially offset by reductions in payments in other jurisdictions. See Note 13, "Income Taxes," to our consolidated financial statements for further information regarding our uncertain tax positions.

We lease retail stores, warehouse facilities, office space and equipment. These are generally leased under noncancelable agreements that expire at various dates through 2034 with various renewal options for additional periods. The agreements, which have been classified as operating leases, generally provide for minimum and, in some cases, percentage rentals and require us to pay all insurance, taxes and other maintenance costs. Percentage rentals are based on sales performance in excess of specified minimums at various stores.

As of January 30, 2016, we had standby letters of credit outstanding in the amount of \$8.4 million and had bank guarantees outstanding in the amount of \$15.7 million, \$12.6 million of which are cash collateralized.

### Recent Accounting Standards and Pronouncements

In March 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-08, Revenue from Contracts with Customers. The standard addresses the implementation guidance on principal versus agent considerations in the new revenue recognition standard. The ASU clarifies how an entity should identify the unit of accounting (i.e. the specified good or service) for the principal versus agent evaluation and how it should apply the control principle to certain types of arrangements. The ASU is effective for fiscal years, and interim periods within those years, beginning on or after December 15, 2017, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-04, Recognition of Breakage for Certain Prepaid Stored-Value Products. The standard specifies how prepaid stored-value product liabilities should be derecognized, thereby eliminating the current and potential future diversity in practice. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires a lessee to recognize a liability to make lease payments and a right-of-use asset representing a right to use the underlying asset for the lease term on the balance sheet. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In November 2015, the FASB issued ASU 2015-17, Balance Sheet Classification of Deferred Taxes. The standard amends the current requirement for organizations to present deferred tax liabilities and assets as current and noncurrent in a classified balance sheet. Instead, organizations will now be required to classify all deferred tax assets and liabilities as noncurrent. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016, with early adoption permitted. The Company early adopted this standard during the fourth quarter of fiscal 2015, utilizing prospective application as permitted. As such, certain prior period amounts have not been retrospectively adjusted to conform to the current presentation.

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In September 2015, the FASB issued ASU 2015-16, Simplifying the Accounting for Measurement-Period Adjustments. Under this standard, an acquirer in a business combination must recognize measurement-period adjustments during the period in which the acquirer determines the amounts, including the effect on earnings of any amounts the acquirer would have recorded in previous periods if the accounting had been completed at the acquisition date, as opposed to retrospectively. This guidance is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We do not anticipate that adoption of this standard will have a material impact to our consolidated financial statements.

In August 2015, the FASB issued ASU 2015-15, Interest - Imputation of Interest. The ASU is effective immediately and clarifies that the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. We do not anticipate that adoption of this standard will have a material impact to our consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, Simplifying the Measurement of Inventory. This standard changes the measurement principle for inventory from the lower of cost or market to the lower of cost and net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. This standard is effective for interim and annual reporting periods beginning after December 15, 2016, with early adoption permitted. We are currently evaluating the impact that adoption of this standard will have on our consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, Simplifying the Presentation of Debt Issuance Costs. This standard requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for interim and annual reporting periods beginning after December 15, 2015, with early application permitted. This standard will be applied retrospectively, and we do not expect the adoption of this standard to materially impact our consolidated financial statements.

In February 2015 the FASB issued ASU 2015-02, Amendments to the Consolidation Analysis, which is effective for annual reporting periods beginning on or after December 15, 2015, with early adoption permitted. The standard amends both the variable interest entity and voting interest entity consolidation models and requires companies to reassess whether certain entities should be consolidated. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In May 2014, as part of its ongoing efforts to assist in the convergence of U.S. GAAP and International Financial Reporting Standards (“IFRS”), the FASB issued ASU 2014-09 related to revenue recognition. The new guidance sets forth a new five-step revenue recognition model which replaces the prior revenue recognition guidance in its entirety and is intended to eliminate numerous industry-specific pieces of revenue recognition guidance that have historically existed in U.S. GAAP. The underlying principle of the new standard is that a business or other organization will recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects what it expects in exchange for the goods or services. The standard also requires more detailed disclosures and provides additional guidance for transactions that were not addressed completely in the prior accounting guidance. The ASU provides alternative methods of initial adoption and is effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning on or after December 15, 2017 while also providing for early adoption as of the original effective date. We anticipate that the standard will affect the way that we recognize gift card breakage and liabilities for our customer incentives. We are currently continuing to evaluate the impact that this standard will have on our consolidated financial statements as well as the appropriate method of adoption.

In April 2014, the FASB issued ASU 2014-08 related to reporting discontinued operations and disclosures of disposals of components of an entity. Specifically, the ASU amends the definition of a discontinued operation, expands disclosure requirements for transactions that meet the definition of a discontinued operation and requires entities to disclose additional information about individually significant components that are disposed of or held for sale and do not qualify as discontinued operations. Additionally, entities will be required to reclassify assets and liabilities of a discontinued operation for all comparative periods presented in the statement of financial position and to separately present certain information related to the operating and investing cash flows of the discontinued operation, for all comparative periods, in the statement of cash flows. The ASU became effective for us beginning in the first quarter of our fiscal year ending January 30, 2016 and will be adopted on a prospective basis for all disposals (except disposals classified as held for sale prior to the adoption date) or components initially classified as held for sale in periods beginning on or after the adoption date, with early adoption permitted. The implementation of this standard will not have a material impact on our consolidated financial statements.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to market risk due to foreign currency and interest rate fluctuations, each as described more fully below.

#### **Foreign Currency Risk**

We use forward exchange contracts, foreign currency options and cross-currency swaps (together, the “foreign currency contracts”) to manage currency risk primarily related to intercompany loans denominated in non-functional currencies and certain foreign currency assets and liabilities. The foreign currency contracts are not designated as hedges and, therefore, changes in the fair values of these derivatives are recognized in earnings, thereby offsetting the current earnings effect of the re-measurement of related intercompany loans and foreign currency assets and liabilities. For the fiscal year ended January 30, 2016, we recognized a \$5.2 million loss in selling, general and administrative expenses related to derivative instruments. The aggregate fair value of the foreign currency contracts as of January 30, 2016 was a net asset of \$7.9 million as measured by observable inputs obtained from market news reporting services, such as *Bloomberg* and *The Wall Street Journal*, and industry-standard models that consider various assumptions, including quoted forward prices, time value, volatility factors, and contractual prices for the underlying instruments, as well as other relevant economic measures. A hypothetical strengthening or weakening of 10% in the foreign exchange rates underlying the foreign currency contracts from the market rate as of January 30, 2016 would result in a gain or loss in value of the forwards, options and swaps of \$12.0 million.

We do not use derivative financial instruments for trading or speculative purposes. We are exposed to counterparty credit risk on all of our derivative financial instruments and cash equivalent investments. We manage counterparty risk according to the guidelines and controls established under comprehensive risk management and investment policies. We continuously monitor our counterparty credit risk and utilize a number of different counterparties to minimize our exposure to potential defaults. We do not require collateral under derivative or investment agreements.

#### **Interest Rate Risk**

Our Revolver’s per annum interest rate is variable and is based on one of (i) the U.S. prime rate, (ii) the LIBO rate or (iii) the U.S. federal funds rate. Our Senior Notes’ per annum interest rate is fixed. We do not use derivative financial instruments to hedge interest rate exposure. We limit our interest rate risks by investing our excess cash balances in short-term, highly-liquid instruments with a maturity of one year or less. We do not expect any material losses from our invested cash balances. Additionally, a hypothetical 10% adverse movement in interest rates would not have a material impact on our financial

condition, results of operations or cash flows and we therefore believe that we do not have significant interest rate exposure.

**Item 8. Financial Statements and Supplementary Data**

See Item 15(a)(1) and (2) of this Form 10-K.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

As of the end of the period covered by this report, our management conducted an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) at the reasonable assurance level. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives and that our disclosure controls and procedures are effective at the reasonable assurance level. Notwithstanding the foregoing, a control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that it will detect or uncover failures to disclose material information otherwise required to be set forth in our periodic reports.

**Management's Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, known as (COSO 2013). Based on our evaluation under COSO 2013, our management concluded that our internal control over financial reporting was effective at the reasonable assurance level as of January 30, 2016.

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The effectiveness of our internal control over financial reporting as of January 30, 2016 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is included in this Form 10-K on page 49.

There was no change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during our most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
GameStop Corp.  
Grapevine, Texas

We have audited the internal control over financial reporting of GameStop Corp. and subsidiaries (the "Company") as of January 30, 2016, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 30, 2016, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the 52 week period ended January 30, 2016 of the Company and our report dated March 28, 2016 expressed an unqualified opinion on those consolidated financial statements and financial statement schedule and includes an explanatory paragraph relating to a change in the method of accounting for the classification of deferred tax assets and liabilities as of January 30, 2016 due to the adoption of Accounting Standards Update (ASU) 2015-17, *Balance Sheet Classification of Deferred Taxes*.

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DELOITTE & TOUCHE LLP

Dallas, Texas  
March 28, 2016

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**Item 9B. Other Information**

None.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance\***

**Code of Ethics**

We have adopted a Code of Ethics for Senior Financial and Executive Officers that is applicable to our Executive Chairman, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Accounting Officer, any Executive Vice President and any Vice President employed in a finance or accounting role. We have also adopted a Code of Standards, Ethics and Conduct applicable to all of our management-level employees. Each of the Code of Ethics and Code of Standards, Ethics and Conduct are available on our website at [www.gamestop.com](http://www.gamestop.com).

In accordance with SEC rules, we intend to disclose any amendment (other than any technical, administrative, or other non-substantive amendment) to either of the above Codes, or any waiver of any provision thereof with respect to any of the executive officers listed in the paragraph above, on our website ([www.gamestop.com](http://www.gamestop.com)) within four business days following such amendment or waiver.

**Item 11. Executive Compensation\***

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters\***

**Item 13. Certain Relationships and Related Transactions, and Director Independence\***

**Item 14. Principal Accountant Fees and Services\***

\* The information not otherwise provided herein that is required by Items 10, 11, 12, 13 and 14 will be set forth in the definitive proxy statement relating to our 2016 Annual Meeting of Stockholders to be held on or around June 21, 2016, which is to be filed with the SEC pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended. This definitive proxy statement relates to a meeting of stockholders involving the election of directors and the portions therefrom required to be set forth in this Form 10-K by Items 10, 11, 12, 13 and 14 are incorporated herein by reference pursuant to General Instruction G(3) to Form 10-K.

PART IV

**Item 15. Exhibits and Financial Statement Schedule**

(a) The following documents are filed as a part of this Form 10-K:

(1) Index and Consolidated Financial Statements

The list of consolidated financial statements set forth in the accompanying Index to Consolidated Financial Statements at page F-1 herein is incorporated herein by reference. Such consolidated financial statements are filed as part of this Form 10-K.

(2) Financial Statement Schedules required to be filed by Item 8 of this Form 10-K:

The following financial statement schedule for the 52 weeks ended January 30, 2016, 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014 is filed as part of this Form 10-K and should be read in conjunction with our Consolidated Financial Statements appearing elsewhere in this Form 10-K. All other schedules are omitted because they are not applicable.

(b) Exhibits

The information required by this Section (b) of Item 15 is set forth on the Exhibit Index that follows the Consolidated Financial Statements and Notes to Consolidated Financial Statements appearing elsewhere in this Form 10-K.

**Schedule II — Valuation and Qualifying Accounts**

For the 52 weeks ended January 30, 2016, 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014:

	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts- Accounts Payable (1)	Deductions- Write-Offs Net of Recoveries	Balance at End of Period
	(In millions)				
Inventory Reserve, deducted from asset accounts					
52 Weeks Ended January 30, 2016	\$ 69.3	\$ 36.9	\$ 58.2	\$ 102.9	\$ 61.5
52 Weeks Ended January 31, 2015	76.5	40.9	55.8	103.9	69.3
52 Weeks Ended February 1, 2014	83.8	40.6	32.0	79.9	76.5

(1) Consists primarily of amounts received from vendors for defective allowances.



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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
GameStop Corp.  
Grapevine, Texas

We have audited the accompanying consolidated balance sheets of GameStop Corp. and subsidiaries (the "Company") as of January 30, 2016 and January 31, 2015, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the 52 week periods ended January 30, 2016, January 31, 2015 and February 1, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of GameStop Corp. and subsidiaries as of January 30, 2016 and January 31, 2015, and the results of their operations and their cash flows for each of the 52 week periods ended January 30, 2016, January 31, 2015 and February 1, 2014, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Note 13 to the consolidated financial statements, the Company has changed its method of accounting for the classification of deferred tax assets and liabilities as of January 30, 2016 due to the adoption of Accounting Standards Update (ASU) 2015-17, *Balance Sheet Classification of Deferred Taxes*.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of January 30, 2016, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 28, 2016 expressed an unqualified opinion on the Company's internal control over financial reporting.

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DELOITTE & TOUCHE LLP

Dallas, Texas  
March 28, 2016

**GAMESTOP CORP.**  
**CONSOLIDATED BALANCE SHEETS**

	January 30, 2016	January 31, 2015
	(In millions, except par value per share)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 450.4	\$ 610.1
Receivables, net	176.5	113.5
Merchandise inventories, net	1,163.0	1,144.8
Deferred income taxes - current	—	65.6
Prepaid expenses and other current assets	148.9	128.5
Total current assets	1,938.8	2,062.5
Property and equipment:		
Land	17.3	18.3
Buildings and leasehold improvements	668.2	609.2
Fixtures and equipment	874.6	888.2
Total property and equipment	1,560.1	1,515.7
Less accumulated depreciation	1,075.6	1,061.5
Net property and equipment	484.5	454.2
Deferred income taxes - noncurrent	39.0	24.3
Goodwill	1,476.7	1,390.4
Other intangible assets, net	330.4	237.8
Other noncurrent assets	65.5	77.1
Total noncurrent assets	2,396.1	2,183.8
Total assets	\$ 4,334.9	\$ 4,246.3
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 631.9	\$ 815.6
Accrued liabilities	1,041.0	803.6
Income taxes payable	121.1	15.4
Notes payable	0.4	5.1
Total current liabilities	1,794.4	1,639.7
Deferred income taxes	29.6	95.9
Long-term debt	350.0	350.6
Other long-term liabilities	79.9	92.4
Total long-term liabilities	459.5	538.9
Total liabilities	2,253.9	2,178.6
Commitments and contingencies (Notes 11, 12 and 13)		
Stockholders' equity:		
Preferred stock — authorized 5.0 shares; no shares issued or outstanding	—	—
Class A common stock — \$.001 par value; authorized 300.0 shares; 103.3 and 107.7 shares issued, 103.3 and 107.7 shares outstanding, respectively	0.1	0.1
Additional paid-in-capital	—	—
Accumulated other comprehensive loss	(88.8)	(25.4)
Retained earnings	2,169.7	2,093.0
Total stockholders' equity	2,081.0	2,067.7
Total liabilities and stockholders' equity	\$ 4,334.9	\$ 4,246.3

See accompanying notes to consolidated financial statements.

**GAMESTOP CORP.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
	(In millions, except per share data)		
Net sales	\$ 9,363.8	\$ 9,296.0	\$ 9,039.5
Cost of sales	6,445.5	6,520.1	6,378.4
Gross profit	2,918.3	2,775.9	2,661.1
Selling, general and administrative expenses	2,108.9	2,001.0	1,892.4
Depreciation and amortization	156.6	154.4	166.5
Goodwill impairments	—	—	10.2
Asset impairments	4.6	2.2	18.5
Operating earnings	648.2	618.3	573.5
Interest income	(0.4)	(0.7)	(0.9)
Interest expense	23.4	10.7	5.6
Earnings before income tax expense	625.2	608.3	568.8
Income tax expense	222.4	215.2	214.6
Net income	\$ 402.8	\$ 393.1	\$ 354.2
Basic net income per common share attributable to GameStop Corp.	\$ 3.80	\$ 3.50	\$ 3.02
Diluted net income per common share attributable to GameStop Corp.	\$ 3.78	\$ 3.47	\$ 2.99
Weighted average shares of common stock outstanding — basic	106.0	112.2	117.2
Weighted average shares of common stock outstanding — diluted	106.7	113.2	118.4

See accompanying notes to consolidated financial statements.

**GAMESTOP CORP.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

	<u>52 Weeks Ended January 30, 2016</u>	<u>52 Weeks Ended January 31, 2015</u>	<u>52 Weeks Ended February 1, 2014</u>
	(In millions)		
Net income	\$ 402.8	\$ 393.1	\$ 354.2
Other comprehensive loss:			
Foreign currency translation adjustments	(63.4)	(107.9)	(81.9)
Comprehensive income attributable to GameStop Corp.	<u>\$ 339.4</u>	<u>\$ 285.2</u>	<u>\$ 272.3</u>

See accompanying notes to consolidated financial statements.

**GAMESTOP CORP.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**

GameStop Corp. Stockholders							
	Class A Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total	
	Shares	Common Stock					
(In millions)							
Balance at February 2, 2013	118.2	\$ 0.1	\$ 348.3	\$ 164.4	\$ 1,773.5	\$ 2,286.3	
Net income for the 52 weeks ended February 1, 2014	—	—	—	—	354.2	354.2	
Foreign currency translation	—	—	—	(81.9)	—	(81.9)	
Dividends <sup>(1)</sup>	—	—	—	—	(131.8)	(131.8)	
Stock-based compensation	—	—	19.4	—	—	19.4	
Repurchases of common stock	(6.3)	—	(258.3)	—	—	(258.3)	
Issuance of common stock, net of tax impact of share-based compensation of \$11.1	3.4	—	63.5	—	—	63.5	
Balance at February 1, 2014	115.3	0.1	172.9	82.5	1,995.9	2,251.4	
Net income for the 52 weeks ended January 31, 2015	—	—	—	—	393.1	393.1	
Foreign currency translation	—	—	—	(107.9)	—	(107.9)	
Dividends <sup>(1)</sup>	—	—	—	—	(151.6)	(151.6)	
Stock-based compensation	—	—	21.5	—	—	21.5	
Repurchases of common stock	(8.4)	—	(189.0)	—	(144.4)	(333.4)	
Issuance of common stock, net of tax impact of share-based compensation of \$5.3	0.8	—	(5.4)	—	—	(5.4)	
Balance at January 31, 2015	107.7	0.1	—	(25.4)	2,093.0	2,067.7	
Net income for the 52 weeks ended January 30, 2016	—	—	—	—	402.8	402.8	
Foreign currency translation	—	—	—	(63.4)	—	(63.4)	
Dividends <sup>(1)</sup>	—	—	—	—	(153.5)	(153.5)	
Stock-based compensation	—	—	29.9	—	—	29.9	
Repurchases of common stock	(5.2)	—	(29.4)	—	(172.6)	(202.0)	
Issuance of common stock, net of tax impact of share-based compensation of \$4.4	0.8	—	(0.5)	—	—	(0.5)	
Balance at January 30, 2016	103.3	\$ 0.1	\$ —	\$ (88.8)	\$ 2,169.7	\$ 2,081.0	

<sup>(1)</sup> Dividends declared per common share were \$1.10 in the 52 weeks ended February 1, 2014, \$1.32 in the 52 weeks ended January 31, 2015 and \$1.44 in the 52 weeks ended January 30, 2016.

See accompanying notes to consolidated financial statements.

**GAMESTOP CORP.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
(In millions)			
Cash flows from operating activities:			
Net income	\$ 402.8	\$ 393.1	\$ 354.2
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Depreciation and amortization (including amounts in cost of sales)	158.2	156.5	169.2
Impairments of goodwill and other long-lived assets	4.6	2.2	28.7
Stock-based compensation expense	29.9	21.5	19.4
Deferred income taxes	(1.5)	9.2	(2.7)
Excess tax benefits related to stock-based awards	(4.4)	(5.7)	(12.4)
Loss on disposal of property and equipment	3.6	4.7	7.1
Other	(4.6)	(16.1)	40.0
Changes in operating assets and liabilities:			
Receivables, net	(58.1)	(44.3)	(1.4)
Merchandise inventories	(49.2)	(24.8)	(86.9)
Prepaid expenses and other current assets	(6.0)	(1.7)	(9.7)
Prepaid income taxes and income taxes payable	95.9	(82.3)	(19.8)
Accounts payable and accrued liabilities	91.4	59.4	302.4
Changes in other long-term liabilities	(5.8)	8.8	(25.4)
Net cash flows provided by operating activities	<u>656.8</u>	<u>480.5</u>	<u>762.7</u>
Cash flows from investing activities:			
Purchase of property and equipment	(173.2)	(159.6)	(125.6)
Acquisitions, net of cash acquired of \$13.9, \$3.6 and \$1.8, respectively	(267.5)	(89.7)	(77.4)
Proceeds from divestiture	—	12.4	—
Other	(3.9)	1.0	(4.5)
Net cash flows used in investing activities	<u>(444.6)</u>	<u>(235.9)</u>	<u>(207.5)</u>
Cash flows from financing activities:			
Repayment of acquisition-related debt	(2.2)	—	(31.8)
Repurchase of common shares	(194.3)	(331.1)	(258.3)
Dividends paid	(154.1)	(148.8)	(130.9)
Proceeds from senior notes	—	350.0	—
Borrowings from the revolver	463.0	626.0	130.0
Repayments of revolver borrowings	(463.0)	(626.0)	(130.0)
Payments of financing costs	—	(7.7)	—
Issuance of common stock, net of share repurchases for withholding taxes	—	0.7	58.0
Excess tax benefits related to stock-based awards	4.4	5.7	12.4
Net cash flows used in financing activities	<u>(346.2)</u>	<u>(131.2)</u>	<u>(350.6)</u>
Exchange rate effect on cash and cash equivalents	(25.7)	(39.5)	(42.8)
Increase (decrease) in cash and cash equivalents	(159.7)	73.9	161.8
Cash and cash equivalents at beginning of period	610.1	536.2	374.4
Cash and cash equivalents at end of period	<u>\$ 450.4</u>	<u>\$ 610.1</u>	<u>\$ 536.2</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>			
Interest paid	<u>\$ 21.8</u>	<u>\$ 2.7</u>	<u>\$ 2.7</u>
Income taxes paid	<u>\$ 122.2</u>	<u>\$ 265.9</u>	<u>\$ 238.0</u>

See accompanying notes to consolidated financial statements.

**GAMESTOP CORP.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Nature of Operations and Summary of Significant Accounting Policies**

***Background***

GameStop Corp. (“GameStop,” “we,” “us,” “our,” or the “Company”) is a global family of specialty retail brands that makes the most popular technologies affordable and simple. As the world's largest omnichannel video game retailer, we sell new and pre-owned video game hardware, physical and digital video game software, video game accessories, as well as new and pre-owned mobile and consumer electronics products and other merchandise primarily through our GameStop, EB Games and Micromania stores. Additionally, we recently acquired Geeknet, Inc. (“Geeknet”), an online and wholesale retailer that sells collectibles, apparel, gadgets, electronics, toys and other retail products for technology enthusiasts and general consumers under the name ThinkGeek through the [www.thinkgeek.com](http://www.thinkgeek.com) website. ThinkGeek also sells certain exclusive products to wholesale channel customers. As of January 30, 2016, we operated 7,117 stores, in the United States, Australia, Canada and Europe, which are primarily located in major shopping malls and strip centers. We also operate electronic commerce websites [www.gamestop.com](http://www.gamestop.com), [www.ebgames.com.au](http://www.ebgames.com.au), [www.ebgames.co.nz](http://www.ebgames.co.nz), [www.gamestop.ca](http://www.gamestop.ca), [www.gamestop.it](http://www.gamestop.it), [www.gamestop.ie](http://www.gamestop.ie), [www.gamestop.de](http://www.gamestop.de), [www.gamestop.co.uk](http://www.gamestop.co.uk) and [www.micromania.fr](http://www.micromania.fr). The network also includes: [www.kongregate.com](http://www.kongregate.com), a leading browser-based game site; *Game Informer* magazine, the world's leading print and digital video game publication; and iOS and Android mobile applications.

Our Technology Brands segment owns and operates Spring Mobile, an authorized AT&T reseller operating AT&T branded wireless retail stores and pre-paid wireless stores under the name Cricket (an AT&T brand) in the United States, as well as a certified Apple reseller selling Apple consumer electronic products in the United States under the name Simply Mac. We operate our business in four Video Game Brands segments: United States, Canada, Australia and Europe; and a Technology Brands segment, which includes the operations of our Spring Mobile managed AT&T and Cricket branded stores and our Simply Mac business.

Our largest vendors worldwide are Sony, Microsoft, Nintendo, Electronic Arts and Activision, which accounted for 27%, 19%, 11%, 10% and 9%, respectively, of our new product purchases in fiscal 2015, 24%, 17%, 11%, 8% and 10%, respectively, in fiscal 2014 and 20%, 15%, 12%, 10% and 10%, respectively, in fiscal 2013.

***Basis of Presentation and Consolidation***

Our consolidated financial statements include our accounts and the accounts of our wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. All dollar and share amounts (other than dollar amounts per share) in the consolidated financial statements are stated in millions unless otherwise indicated.

Our fiscal year is composed of the 52 or 53 weeks ending on the Saturday closest to the last day of January. Fiscal 2015 consisted of the 52 weeks ended on January 30, 2016 (“fiscal 2015”). Fiscal 2014 consisted of the 52 weeks ended on January 31, 2015 (“fiscal 2014”). Fiscal 2013 consisted of the 52 weeks ended on February 1, 2014 (“fiscal 2013”).

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. In preparing these financial statements, we have made our best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. Changes in the estimates and assumptions used by us could have a significant impact on our financial results. Actual results could differ from those estimates.

***Cash and Cash Equivalents***

We consider all short-term, highly-liquid instruments purchased with an original maturity of three months or less to be cash equivalents. Our cash and cash equivalents are carried at cost, which approximates market value, and consist primarily of time deposits with highly rated commercial banks. From time to time depending upon interest rates, credit worthiness and other factors, we invest in money market investment funds holding direct U.S. Treasury obligations.

***Restricted Cash***

We consider bank deposits serving as collateral for bank guarantees issued on behalf of our foreign subsidiaries as restricted cash, which is included in other noncurrent assets in our consolidated balance sheets. Our restricted cash was \$9.7 million and \$12.7 million as of January 30, 2016 and January 31, 2015, respectively.

**GAMESTOP CORP.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

***Merchandise Inventories***

Our merchandise inventories are carried at the lower of cost or market generally using the average cost method. Under the average cost method, as new product is received from vendors, its current cost is added to the existing cost of product on-hand and this amount is re-averaged over the cumulative units. Pre-owned video game products traded in by customers are recorded as inventory at the amount of the store credit given to the customer. We are required to make adjustments to inventory to reflect potential obsolescence or over-valuation as a result of cost exceeding market. In valuing inventory, we consider quantities on hand, recent sales, potential price protections, returns to vendors and other factors.

Our ability to assess these factors is dependent upon our ability to forecast customer demand and to provide a well-balanced merchandise assortment. Inventory is adjusted based on anticipated physical inventory losses or shrinkage and actual losses resulting from periodic physical inventory counts. Inventory reserves as of January 30, 2016 and January 31, 2015 were \$61.5 million and \$69.3 million, respectively.

***Property and Equipment***

Property and equipment are carried at cost less accumulated depreciation and amortization. Depreciation on furniture, fixtures and equipment is computed using the straight-line method over their estimated useful lives ranging from two to ten years. Maintenance and repairs are expensed as incurred, while betterments and major remodeling costs are capitalized. Leasehold improvements are capitalized and amortized over the shorter of their estimated useful lives or the terms of the respective leases, including option periods in which the exercise of the option is reasonably assured (generally ranging from three to ten years). Costs incurred in purchasing management information systems are capitalized and included in property and equipment. These costs are amortized over their estimated useful lives from the date the systems become operational. Our total depreciation expense was \$144.9 million, \$144.5 million and \$152.9 million during fiscal 2015, fiscal 2014 and fiscal 2013, respectively.

We periodically review our property and equipment when events or changes in circumstances indicate that their carrying amounts may not be recoverable or their depreciation or amortization periods should be accelerated. We assess recoverability based on several factors, including our intention with respect to our stores and those stores' projected undiscounted cash flows. An impairment loss would be recognized for the amount by which the carrying amount of the assets exceeds their fair value, as approximated by the present value of their projected discounted cash flows. We recorded impairment losses of \$4.6 million, \$2.2 million and \$18.5 million in fiscal 2015, fiscal 2014 and fiscal 2013, respectively. See Note 2, "Asset Impairments," for further information regarding our asset impairment charges.

***Goodwill & Intangible Assets***

See Note 9, "Goodwill and Intangible Assets," for additional information regarding our accounting policies for goodwill and intangible assets.

***Revenue Recognition***

We recognize revenue when the sales price is fixed or determinable, collection is reasonably assured and the customer takes possession of the merchandise, or in the case of commissions, when the commission-generating activity has been performed.

Revenue from the sales of our products is recognized at the time of sale, net of sales discounts and net of an estimated sales return reserve, based on historical return rates, with a corresponding reduction in cost of sales. Our sales return policy is generally limited to 30 days or less and as such our sales returns are, and historically have been, immaterial.

The sales of pre-owned video game products are recorded at the retail price charged to the customer. Advertising revenues for *Game Informer* are recorded upon release of magazines for sale to consumers. Subscription revenues for our PowerUp Rewards loyalty program and magazines are recognized on a straight-line basis over the subscription period. Revenue from the sales of product replacement plans is recognized on a straight-line basis over the coverage period. Customer liabilities and other deferred revenues for our PowerUp Rewards loyalty program, gift cards, customer credits, magazines and product replacement plans are included in accrued liabilities (see Note 8, "Accrued Liabilities").

We also sell a variety of digital products which generally allow consumers to download software or play games on the internet. Certain of these products do not require us to purchase inventory or take physical possession of, or take title to, inventory. When purchasing these products from us, consumers pay a retail price and we earn a commission based on a percentage of the retail sale as negotiated with the product publisher. We recognize these commissions as revenue at the time of sale of these digital products.

Our Spring Mobile business earns commission revenue as an AT&T authorized dealer related to the activation of new wireless customers, the activation of enhanced or upgraded features on existing wireless customer plans and certain other commission incentive opportunities that may be offered to us by AT&T. We have determined that we are not deemed the obligor on the underlying

**GAMESTOP CORP.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

wireless services contracts that give rise to this commission revenue; therefore, commission revenue is recognized at the point at which the commission-generating activity has been performed, which is generally driven by customer activation. Commissions are recognized net of an allowance for chargebacks from AT&T for estimated customer cancellations, which is periodically assessed and adjusted to reflect historical cancellation experience.

Revenues do not include sales taxes or other taxes collected from customers.

***Cost of Sales and Selling, General and Administrative Expenses Classification***

The classification of cost of sales and selling, general and administrative expenses varies across the retail industry. We include purchasing, receiving and distribution costs in selling, general and administrative expenses in the consolidated statements of operations. For the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, these purchasing, receiving and distribution costs amounted to \$62.9 million, \$50.3 million and \$56.4 million, respectively.

We include processing fees associated with purchases made by check and credit cards in cost of sales in the consolidated statements of operations. For the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, these processing fees amounted to \$80.3 million, \$66.4 million and \$61.5 million, respectively.

***Customer Liabilities***

We establish a liability upon the issuance of merchandise credits and the sale of gift cards. Revenue is subsequently recognized when the credits and gift cards are redeemed. In addition, breakage is recognized quarterly on unused customer liabilities older than two years to the extent that our management believes the likelihood of redemption by the customer is remote, based on historical redemption patterns. To the extent that future redemption patterns differ from those historically experienced, there will be variations in the recorded breakage. Breakage is recorded in cost of sales in our consolidated statements of operations.

***Advertising Expenses***

We expense advertising costs for television, newspapers and other media when the advertising takes place. Advertising expenses for the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014 were \$66.6 million, \$64.1 million and \$57.8 million, respectively.

***Loyalty Expenses***

Our PowerUp Rewards loyalty program allows enrolled members to earn points on purchases that can be redeemed for rewards that include discounts or merchandise. We estimate the net cost of the rewards that will be issued and redeemed and record this cost and the associated balance sheet liability as points are accumulated by loyalty program members. The two primary estimates utilized to record the balance sheet liability for loyalty points earned by members are the estimated redemption rate and the estimated weighted-average cost per point redeemed. Our management uses historical redemption rates experienced under the loyalty program as a basis to estimate the ultimate redemption rate of points earned. A weighted-average cost per point redeemed is used to estimate future redemption costs. The weighted-average cost per point redeemed is based on our most recent actual costs incurred to fulfill points that have been redeemed by our loyalty program members and is adjusted as appropriate for recent changes in redemption costs, including the mix of rewards redeemed. We continually evaluate our methodology and assumptions based on developments in redemption patterns, cost per point redeemed and other factors. Changes in the ultimate redemption rate and weighted-average cost per point redeemed have the effect of either increasing or decreasing the liability through the current period provision by an amount estimated to cover the cost of all points previously earned but not yet redeemed by loyalty program members as of the end of the reporting period.

The cost of free or discounted product is recognized in cost of sales and the associated liability is included in accrued liabilities. The reserve is released when loyalty program members redeem their respective points and the corresponding rewards are recorded to cost of goods sold in the period of redemption. The cost of administering the loyalty program, including program administration fees, program communications and cost of loyalty cards, is recognized in selling, general and administrative expenses.

***Income Taxes***

Income tax expense includes federal, state, local and international income taxes. Income taxes are accounted for utilizing an asset and liability approach and deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the financial reporting basis and the tax basis of existing assets and liabilities using enacted tax rates. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period that includes the enactment date. Valuation allowances are recorded to reduce deferred tax assets to the

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amount that will more likely than not be realized. In accordance with GAAP, we maintain liabilities for uncertain tax positions until examination of the tax year is completed by the applicable taxing authority, available review periods expire or additional facts and circumstances cause us to change our assessment of the appropriate accrual amount. See Note 13, "Income Taxes," for additional information.

We plan on permanently reinvesting our undistributed foreign earnings outside the United States. Where foreign earnings are permanently reinvested, no provision for federal income or foreign withholding taxes is made. Should we have undistributed foreign earnings that are not permanently reinvested, United States income tax expense and foreign withholding taxes will be provided for at the time the earnings are generated.

***Lease Accounting***

We lease retail stores, warehouse facilities, office space and equipment. These assets and properties are generally leased under noncancelable agreements that expire at various dates through 2034 with various renewal options for additional periods. The agreements, which have been classified as operating leases, generally provide for minimum and, in some cases, percentage rentals and require us to pay all insurance, taxes and other maintenance costs. Leases with step rent provisions, escalation clauses or other lease concessions are accounted for on a straight-line basis over the lease term, which includes renewal option periods when we are reasonably assured of exercising the renewal options and includes "rent holidays" (periods in which we are not obligated to pay rent). Cash or lease incentives received upon entering into certain store leases ("tenant improvement allowances") are recognized on a straight-line basis as a reduction to rent expense over the lease term, which includes renewal option periods when we are reasonably assured of exercising the renewal options. We record the unamortized portion of tenant improvement allowances as a part of deferred rent. We do not have leases with capital improvement funding. Percentage rentals are based on sales performance in excess of specified minimums at various stores and are accounted for in the period in which the amount of percentage rentals can be accurately estimated.

***Foreign Currency Translation***

Generally, we have determined that the functional currencies of our foreign subsidiaries are the subsidiaries' local currencies. The assets and liabilities of the subsidiaries are translated at the applicable exchange rate as of the end of the balance sheet date and revenue and expenses are translated at an average rate over the period. Currency translation adjustments are recorded as a component of other comprehensive income. Transaction and derivative net gains are included in selling, general and administrative expenses and were \$1.6 million, \$2.5 million and \$3.3 million for the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, respectively. The foreign currency transaction gains and losses are primarily due to the decrease or increase in the value of the U.S. dollar compared to the functional currencies of the countries in which we operate internationally.

We use forward exchange contracts, foreign currency options and cross-currency swaps (together, the "foreign currency contracts") to manage currency risk primarily related to foreign-currency denominated intercompany assets and liabilities and certain other foreign currency assets and liabilities. These foreign currency contracts are not designated as hedges and, therefore, changes in the fair values of these derivatives are recognized in earnings, thereby offsetting the current earnings effect of the re-measurement of related intercompany loans and foreign currency assets and liabilities. See Note 6, "Fair Value Measurements and Financial Instruments," for additional information regarding our foreign currency contracts.

***New Accounting Pronouncements***

In March 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-08, Revenue from Contracts with Customers. The standard addresses the implementation guidance on principal versus agent considerations in the new revenue recognition standard. The ASU clarifies how an entity should identify the unit of accounting (i.e. the specified good or service) for the principal versus agent evaluation and how it should apply the control principle to certain types of arrangements. The ASU is effective for fiscal years, and interim periods within those years, beginning on or after December 15, 2017, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-04, Recognition of Breakage for Certain Prepaid Stored-Value Products. The standard specifies how prepaid stored-value product liabilities should be derecognized, thereby eliminating the current and potential future diversity in practice. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

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In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires a lessee to recognize a liability to make lease payments and a right-of-use asset representing a right to use the underlying asset for the lease term on the balance sheet. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018, with early adoption permitted. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In November 2015, the FASB issued ASU 2015-17, Balance Sheet Classification of Deferred Taxes. The standard amends the current requirement for organizations to present deferred tax liabilities and assets as current and noncurrent in a classified balance sheet. Instead, organizations will now be required to classify all deferred tax assets and liabilities as noncurrent. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016, with early adoption permitted. The Company early adopted this standard during the fourth quarter of fiscal 2015, utilizing prospective application as permitted. As such, certain prior period amounts have not been retrospectively adjusted to conform to the current presentation.

In September 2015, the FASB issued ASU 2015-16, Simplifying the Accounting for Measurement-Period Adjustments. Under this standard, an acquirer in a business combination must recognize measurement-period adjustments during the period in which the acquirer determines the amounts, including the effect on earnings of any amounts the acquirer would have recorded in previous periods if the accounting had been completed at the acquisition date, as opposed to retrospectively. This guidance is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We do not anticipate that adoption of this standard will have a material impact to our consolidated financial statements.

In August 2015, the FASB issued ASU 2015-15, Interest - Imputation of Interest. The ASU is effective immediately and clarifies that the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. We do not anticipate that adoption of this standard will have a material impact to our consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, Simplifying the Measurement of Inventory. This standard changes the measurement principle for inventory from the lower of cost or market to the lower of cost and net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. This standard is effective for interim and annual reporting periods beginning after December 15, 2016, with early adoption permitted. We are currently evaluating the impact that adoption of this standard will have on our consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, Simplifying the Presentation of Debt Issuance Costs. This standard requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for interim and annual reporting periods beginning after December 15, 2015, with early application permitted. This standard will be applied retrospectively, and we do not expect the adoption of this standard to materially impact our consolidated financial statements.

In February 2015 the FASB issued ASU 2015-02, Amendments to the Consolidation Analysis, which is effective for annual reporting periods beginning on or after December 15, 2015, with early adoption permitted. The standard amends both the variable interest entity and voting interest entity consolidation models and requires companies to reassess whether certain entities should be consolidated. We are currently evaluating the impact that this standard will have on our consolidated financial statements.

In May 2014, as part of its ongoing efforts to assist in the convergence of U.S. GAAP and International Financial Reporting Standards ("IFRS"), the FASB issued ASU 2014-09 related to revenue recognition. The new guidance sets forth a new five-step revenue recognition model which replaces the prior revenue recognition guidance in its entirety and is intended to eliminate numerous industry-specific pieces of revenue recognition guidance that have historically existed in U.S. GAAP. The underlying principle of the new standard is that a business or other organization will recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects what it expects in exchange for the goods or services. The standard also requires more detailed disclosures and provides additional guidance for transactions that were not addressed completely in the prior accounting guidance. The ASU provides alternative methods of initial adoption and is effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning on or after December 15, 2017 while also providing for early adoption as of the original effective date. We anticipate that the standard will affect the way that we recognize gift card breakage and liabilities for our customer incentives. We are currently continuing to evaluate the impact that this standard will have on our consolidated financial statements as well as the appropriate method of adoption.

In April 2014, the FASB issued ASU 2014-08 related to reporting discontinued operations and disclosures of disposals of components of an entity. Specifically, the ASU amends the definition of a discontinued operation, expands disclosure requirements for transactions that meet the definition of a discontinued operation and requires entities to disclose additional information about

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individually significant components that are disposed of or held for sale and do not qualify as discontinued operations. Additionally, entities will be required to reclassify assets and liabilities of a discontinued operation for all comparative periods presented in the statement of financial position and to separately present certain information related to the operating and investing cash flows of the discontinued operation, for all comparative periods, in the statement of cash flows. The ASU became effective for us beginning in the first quarter of our fiscal year ending January 30, 2016 and will be adopted on a prospective basis for all disposals (except disposals classified as held for sale prior to the adoption date) or components initially classified as held for sale in periods beginning on or after the adoption date, with early adoption permitted. The implementation of this standard will not have a material impact on our consolidated financial statements.

## 2. Asset Impairments

### *Fiscal 2015*

We recognized impairment charges of \$4.6 million in fiscal 2015 related to our evaluation of store property, equipment and other assets in situations where the asset's carrying value was not expected to be recovered by its future cash flows over its remaining useful life.

A summary of our asset impairment charges, by reportable segment, for the 52 weeks ended January 30, 2016 is as follows:

	United States	Europe	Technology Brands	Total
	(In millions)			
Impairments of intangible assets	\$ —	\$ 0.2	\$ —	\$ 0.2
Impairments of property, equipment and other assets - store impairments	\$ 2.8	\$ 0.6	\$ 1.0	\$ 4.4
<b>Total</b>	<b>\$ 2.8</b>	<b>\$ 0.8</b>	<b>\$ 1.0</b>	<b>\$ 4.6</b>

There were no asset impairment charges in our Canada or Australia Video Game Brands segments during the 52 weeks ended January 30, 2016.

### *Fiscal 2014*

We recognized impairment charges of \$2.2 million in fiscal 2014 related to our evaluation of intangible assets and store property, equipment and other assets in situations where the asset's carrying value was not expected to be recovered by its future cash flows over its remaining useful life.

A summary of our asset impairment charges, by reportable segment, for the 52 weeks ended January 31, 2015 is as follows:

	United States	Canada	Europe	Total
	(In millions)			
Impairments of intangible assets	\$ —	\$ —	\$ 0.3	\$ 0.3
Impairments of property, equipment and other assets - store impairments	0.6	0.4	0.9	1.9
<b>Total</b>	<b>\$ 0.6</b>	<b>\$ 0.4</b>	<b>\$ 1.2</b>	<b>\$ 2.2</b>

There were no asset impairment charges in our Australia Video Game Brands or Technology Brands segments during the 52 weeks ended January 31, 2015.

### *Fiscal 2013*

We recognized impairment charges of \$9.0 million in fiscal 2013 related to our evaluation of store property, equipment and other assets in situations where the asset's carrying value was not expected to be recovered by its future cash flows over its remaining useful life. Additionally, we made a decision during the fourth quarter of fiscal 2013 to abandon our Spawn Labs business and related technology assets. As a result of this decision, we recorded impairment charges of \$2.1 million related to other intangible assets and \$7.4 million related to certain technology assets in connection with the exit of the Spawn Labs business, which are reflected in the asset impairments line item in our consolidated statements of operations. Because we never integrated Spawn Labs into our United States Video Game Brands reporting unit, our decision to exit this business triggered an interim impairment

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test that resulted in a goodwill impairment charge of \$10.2 million, which is reflected in the goodwill impairments line item in our consolidated statements of operations. See Note 9, "Goodwill and Intangible Assets," for further information associated with the goodwill impairment.

A summary of our asset impairment charges, by reportable segment, for the 52 weeks ended February 1, 2014 is as follows:

	United States	Europe	Total
Goodwill impairment	\$ 10.2	\$ —	\$ 10.2
Impairment of intangible assets	2.1	—	2.1
Impairment of technology assets	7.4	—	7.4
Impairments of property, equipment and other assets - store impairments	4.3	4.7	9.0
<b>Total</b>	<b>\$ 24.0</b>	<b>\$ 4.7</b>	<b>\$ 28.7</b>

There were no asset impairment charges in our Canada or Australia Video Game Brands or Technology Brands segments during the 52 weeks ended February 1, 2014.

**3. Acquisitions and Divestitures**

**Acquisitions**

*Fiscal 2015*

*United States Video Game Brands.* On July 17, 2015, we purchased Geeknet, Inc. ("Geeknet") an online and wholesale retailer that sells collectibles, apparel, gadgets, electronics, toys and other retail products for technology enthusiasts and general consumers under the name ThinkGeek through the [www.thinkgeek.com](http://www.thinkgeek.com) website and certain exclusive products to wholesale channel customers. The addition of Geeknet provides an expansion of our global omnichannel platform and enables us to broaden our product offering in the collectibles category and deepen relationships with our existing customer base.

Total consideration was \$126.0 million, net of \$13.9 million of cash acquired. The following table summarizes our allocation of the consideration and the respective fair values of the assets acquired and liabilities assumed in the Geeknet acquisition as of the purchase date:

Receivables, net	\$ 6.9
Merchandise inventories, net	25.6
Prepaid expenses and other current assets	12.5
Fixtures and equipment	0.9
Deferred income taxes	2.8
Other non-current assets	0.1
Goodwill	52.2
Other intangible assets, net	33.4
<b>Total assets acquired</b>	<b>134.4</b>
Accounts payable	3.6
Accrued liabilities	17.3
Deferred income taxes	(12.6)
Other long-term liabilities	0.1
<b>Total liabilities assumed</b>	<b>8.4</b>
<b>Net assets acquired</b>	<b>\$ 126.0</b>

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The goodwill of \$52.2 million resulting from the acquisition is not deductible for tax purposes and represents the value we paid for the knowledge and expertise of, and established presence in, the collectibles market. The operating results of Geeknet have been included in our consolidated financial statements beginning on the closing date of July 17, 2015 and are reported in our United States Video Game Brands segment. The pro forma effect assuming this acquisition was made at the beginning of the earliest period presented herein is not material to our consolidated financial statements. As of January 30, 2016, we completed the final fair value assignments and analysis of certain matters primarily related to the valuation of deferred income taxes.

*Technology Brands.* During the 52 weeks ended January 30, 2016, in connection with the continued expansion of our Technology Brands segment, Spring Mobile completed acquisitions of certain AT&T resellers and Simply Mac completed an acquisition of an authorized Apple retailer for a total combined consideration of \$141.5 million (net of cash acquired). We recorded \$46.3 million of goodwill and \$76.6 million of other intangible assets related to these acquisitions. The operating results of these acquisitions are included in our consolidated financial statements beginning on the respective closing dates of each acquisition and are reported in our Technology Brands segment. The pro forma effect assuming these acquisitions were made at the beginning of the earliest period presented herein is not material to our consolidated financial statements. As of January 30, 2016, we had not completed the final fair value assignments related to these acquisitions and continue to analyze certain matters related to the valuation of intangible assets and deferred income taxes.

We continue to believe that our Spring Mobile and Simply Mac businesses represent important strategic growth opportunities for us within the specialty retail marketplace and also provide avenues for diversification relative to our core operations in the video game retail marketplace.

*Fiscal 2014*

*Technology Brands.* During the 52 weeks ended January 31, 2015, in connection with the continued expansion of our Technology Brands business, Spring Mobile completed acquisitions of certain AT&T resellers and Simply Mac completed acquisitions of certain authorized Apple retailers for total consideration of \$93.3 million (\$89.7 million net of cash acquired). We recorded indefinite-lived intangible assets of \$76.8 million and goodwill of \$4.5 million related to these acquisitions. The operating results of these acquisitions are included in our consolidated financial statements beginning on the respective closing dates of each acquisition and are reported in our Technology Brands segment. The pro forma effect assuming these acquisitions were made at the beginning of each fiscal year presented herein is not material to our consolidated financial statements.

*Fiscal 2013*

*Simply Mac.* In October 2012, we acquired a minority equity ownership interest in Simply Mac, which operates Apple specialist retail stores in Utah and Wyoming. The original equity investment was structured with an option whereby we could acquire the remaining ownership interest in Simply Mac's equity for a pre-negotiated price at a future point in time. Pursuant to this arrangement, in November 2013, we acquired the remaining 50.1% interest in Simply Mac for a purchase price of \$9.5 million.

*Spring Mobile.* In November 2013, we purchased Spring Communications, Inc. ("Spring Mobile," or "Spring"), a wireless retailer, for a purchase price of \$62.6 million. The fair values of the assets acquired and liabilities assumed in connection with the Spring Mobile acquisition were determined based, in part, on a third-party valuation.

The operating results of Simply Mac and Spring Mobile have been included in our consolidated financial statements beginning on the respective closing dates of each acquisition and are reported in our Technology Brands segment. The pro forma effect assuming these acquisitions were made at the beginning of each fiscal year presented herein is not material to our consolidated financial statements.

***Divestitures***

*Fiscal 2014*

*GameStop Iberia.* In October 2014, we entered into a sale and purchase agreement to transfer certain retail locations and most of the inventory owned by our Spain subsidiary, GameStop Iberia, to a local video game specialty retailer. We made the decision to exit these operations, which were part of our Europe segment, due to continued operating losses and limited market share. These operations were considered immaterial for discontinued operations accounting treatment.

As a result of the divestiture, we recorded a pre-tax loss in continuing operations of \$14.8 million during fiscal 2014, primarily related to inventory write-downs, involuntary termination benefits and lease obligations, of which \$7.1 million was recorded in cost of sales and \$7.7 million was recorded in selling, general and administrative expenses in our consolidated statements of operations. As of November 1, 2014, we had transferred or otherwise ceased daily operations in all of our stores in Spain.

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**4. Vendor Arrangements**

We and most of our largest vendors participate in cooperative advertising programs and other vendor marketing programs in which the vendors provide us with cash consideration in exchange for marketing and advertising the vendors' products. Our accounting for cooperative advertising arrangements and other vendor marketing programs results in a significant portion of the consideration received from our vendors reducing the product costs in inventory rather than as an offset to our marketing and advertising costs. The consideration serving as a reduction in inventory is recognized in cost of sales as inventory is sold. The amount of vendor allowances to be recorded as a reduction of inventory was determined based on the nature of the consideration received and the merchandise inventory to which the consideration relates. We apply a sell-through rate to determine the timing in which the consideration should be recognized in cost of sales. Consideration received that relates to video game products that have not yet been released to the public is deferred as a reduction of inventory.

The cooperative advertising programs and other vendor marketing programs generally cover a period from a few days up to a few weeks and include items such as product catalog advertising, in-store display promotions, internet advertising, co-op print advertising and other programs. The allowance for each event is negotiated with the vendor and requires specific performance by us to be earned. Vendor allowances of \$208.2 million, \$202.4 million and \$221.0 million were recorded as a reduction of cost of sales for the 52 week period ended January 30, 2016, 52 week period ended January 31, 2015, and the 52 week period ended February 1, 2014, respectively.

**5. Computation of Net Income per Common Share**

Basic net income per common share is computed by dividing the net income available to common stockholders by the weighted-average number of common shares outstanding during the period. Diluted net income per common share is computed by dividing the net income available to common stockholders by the weighted-average number of common shares outstanding and potentially dilutive securities outstanding during the period. Potentially dilutive securities include stock options and unvested restricted stock outstanding during the period, using the treasury stock method. Potentially dilutive securities are excluded from the computations of diluted earnings per share if their effect would be antidilutive. A reconciliation of shares used in calculating basic and diluted net income per common share is as follows:

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
	(In millions, except per share data)		
Net income attributable to common stockholders	\$ 402.8	\$ 393.1	\$ 354.2
Weighted-average common shares outstanding	106.0	112.2	117.2
Dilutive effect of options and restricted shares on common stock	0.7	1.0	1.2
Common shares and dilutive potential common shares	106.7	113.2	118.4
Net income per common share:			
Basic	\$ 3.80	\$ 3.50	\$ 3.02
Diluted	\$ 3.78	\$ 3.47	\$ 2.99

The following table contains information on share-based awards of Class A Common Stock which were excluded from the computation of diluted earnings per share because their effects were antidilutive:

	Anti-Dilutive Shares
	(In millions)
52 Weeks Ended January 30, 2016	1.0
52 Weeks Ended January 31, 2015	1.6
52 Weeks Ended February 1, 2014	1.5

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**6. Fair Value Measurements and Financial Instruments**

***Recurring Fair Value Measurements and Derivative Instruments***

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value accounting guidance applies to our foreign currency contracts, life insurance policies we own that have a cash surrender value and certain nonqualified deferred compensation liabilities that are measured at fair value on a recurring basis in periods subsequent to initial recognition.

Fair value accounting guidance requires disclosures that categorize assets and liabilities measured at fair value into one of three different levels depending on the observability of the inputs employed in the measurement. Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Level 2 inputs are observable inputs other than quoted prices included within Level 1 for the asset or liability, either directly or indirectly through market-corroborated inputs. Level 3 inputs are unobservable inputs for the asset or liability reflecting our assumptions about pricing by market participants.

We value our foreign currency contracts, our life insurance policies with cash surrender values and certain nonqualified deferred compensation liabilities based on Level 2 inputs using quotations provided by major market news services, such as *Bloomberg* and *The Wall Street Journal*, and industry-standard models that consider various assumptions, including quoted forward prices, time value, volatility factors, and contractual prices for the underlying instruments, as well as other relevant economic measures. When appropriate, valuations are adjusted to reflect credit considerations, generally based on available market evidence.

The following table provides the fair value of our assets and liabilities measured on a recurring basis and recorded on our consolidated balance sheets (in millions):

	January 30, 2016 Level 2	January 31, 2015 Level 2
<b>Assets</b>		
Foreign currency contracts		
Other current assets	\$ 40.6	\$ 32.0
Other noncurrent assets	0.1	22.7
Company-owned life insurance <sup>(1)</sup>	10.1	8.7
Total assets	<u>\$ 50.8</u>	<u>\$ 63.4</u>
<b>Liabilities</b>		
Foreign currency contracts		
Accrued liabilities	\$ 32.3	\$ 23.3
Other long-term liabilities	0.5	13.0
Nonqualified deferred compensation <sup>(2)</sup>	1.1	1.2
Total liabilities	<u>\$ 33.9</u>	<u>\$ 37.5</u>

<sup>(1)</sup> Recognized in other non-current assets in our consolidated balance sheets.

<sup>(2)</sup> Recognized in accrued liabilities in our consolidated balance sheets.

We use forward exchange contracts, foreign currency options and cross-currency swaps (together, the “foreign currency contracts”) to manage currency risk primarily related to foreign-currency denominated intercompany assets and liabilities and certain other foreign currency assets and liabilities. These foreign currency contracts are not designated as hedges and, therefore, changes in the fair values of these derivatives are recognized in earnings, thereby offsetting the current earnings effect of the re-measurement of related intercompany loans and foreign currency assets and liabilities. The total gross notional value of derivatives related to our foreign currency contracts was \$925.3 million and \$1,128.5 million as of January 30, 2016 and January 31, 2015, respectively.

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Activity related to the trading of derivative instruments and the offsetting impact of related intercompany and foreign currency assets and liabilities recognized in selling, general and administrative expense is as follows (in millions):

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
Gains (losses) on the changes in fair value of derivative instruments	\$ (5.2)	\$ 28.9	\$ (20.3)
Gains (losses) on the re-measurement of related intercompany loans and foreign currency assets and liabilities	6.8	(26.4)	23.6
Total	<u>\$ 1.6</u>	<u>\$ 2.5</u>	<u>\$ 3.3</u>

We do not use derivative financial instruments for trading or speculative purposes. We are exposed to counterparty credit risk on all of our derivative financial instruments and cash equivalent investments. We manage counterparty risk according to the guidelines and controls established under comprehensive risk management and investment policies. We continuously monitor our counterparty credit risk and utilize a number of different counterparties to minimize our exposure to potential defaults. We do not require collateral under derivative or investment agreements.

***Nonrecurring Fair Value Measurements***

In addition to assets and liabilities that are recorded at fair value on a recurring basis, we recorded certain assets and liabilities at fair value on a nonrecurring basis as required by GAAP. Assets and liabilities that are measured at fair value on a nonrecurring basis related primarily to write-downs associated with property and equipment, goodwill and other intangible assets.

During fiscal 2015, we recorded a \$4.6 million impairment charge, comprised of \$4.4 million of property and equipment impairments and \$0.2 million of other intangible asset impairments. During fiscal 2014, we recorded a \$2.2 million impairment charge, comprised of \$1.9 million of property and equipment impairments and \$0.3 million of other intangible asset impairments. During fiscal 2013, we recorded a \$28.7 million impairment charge related to assets measured at fair value on a nonrecurring basis, comprised of \$16.4 million of property and equipment impairments, \$10.2 million of goodwill impairments and \$2.1 million of other intangible asset impairments. When recognizing an impairment charge, the carrying value of the asset is reduced to fair value and the difference is recorded within operating earnings in our consolidated statements of operations. The fair value measurements included in the goodwill, trade name and property and equipment impairments were primarily based on significant unobservable inputs (Level 3) developed using company-specific information. These assets were valued using the discounted cash flow method, the relief-from-royalty method and the undiscounted cash flow method. Under these approaches, management made assumptions about key variables including the following unobservable inputs: revenue and cost estimates, discount rates, terminal values, royalty rates, and remaining useful lives. See Note 9, "Goodwill and Intangible Assets," for further information associated with the goodwill and trade name impairments and Note 2, "Asset Impairments," for further information associated with the property and equipment impairments.

Additionally, we recorded the fair value of net assets acquired and liabilities assumed in connection with our ThinkGeek acquisition in fiscal 2015 and Technology Brands acquisitions in fiscal 2015 and fiscal 2014. The fair value measurements were primarily based on significant unobservable inputs (Level 3) developed using company-specific information. Certain assets were valued using the income approach, which required discounting projected future cash flows. Under this approach, management made assumptions about key variables including the following unobservable inputs: customer growth rate, attrition rate, revenue and margin estimates, remaining useful lives and royalty rates. In order to calculate the present value of those future cash flows, we discounted cash flow estimates at a rate commensurate with the risk that selected market participants would assign to the cash flows. See Note 3, "Acquisitions and Divestitures," for further information associated with the values recorded in the acquisitions.

***Other Fair Value Disclosures***

The carrying values of our cash equivalents, receivables, net, accounts payable and notes payable approximate the fair value due to their short-term maturities.

As of January 30, 2016, our unsecured 5.50% senior notes due October 1, 2019 (the "2019 Senior Notes") had a carrying value of \$350.0 million and a fair value of \$343.9 million. The fair value of the 2019 Senior Notes was determined based on quoted market prices obtained through an external pricing source which derives its price valuations from daily marketplace transactions, with adjustments to reflect the spreads of benchmark bonds, credit risk and certain other variables. We have determined this to be a Level 2 measurement as all significant inputs into the quote provided by our pricing source are observable in active markets.

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### 7. Receivables, Net

Receivables consist primarily of bankcard receivables and other receivables. Other receivables include receivables from vendors, primarily related to commissions receivable associated with our Technology Brands businesses, *Game Informer* magazine advertising customers, receivables from landlords for tenant allowances and receivables from vendors for merchandise returns, vendor marketing allowances and various other programs. An allowance for doubtful accounts has been recorded to reduce receivables to an amount expected to be collectible. Receivables consisted of the following (in millions):

	January 30, 2016	January 31, 2015
Bankcard receivables	\$ 37.7	\$ 52.9
Vendor receivables	119.3	50.2
Technology brands carrier receivables	24.1	11.5
Other receivables	0.8	2.6
Allowance for doubtful accounts	(5.4)	(3.7)
Total receivables, net	<u>\$ 176.5</u>	<u>\$ 113.5</u>

### 8. Accrued Liabilities

Accrued liabilities consisted of the following (in millions):

	January 30, 2016	January 31, 2015
Customer liabilities	\$ 341.6	\$ 364.3
Deferred revenue	112.8	103.5
Employee benefits, compensation and related taxes	156.4	137.5
Checks and transfers yet to be presented for payment from zero balance cash accounts	264.9	57.7
Other taxes	52.9	49.9
Other accrued liabilities	112.4	90.7
Total accrued liabilities	<u>\$ 1,041.0</u>	<u>\$ 803.6</u>

### 9. Goodwill and Intangible Assets

#### Goodwill

The changes in the carrying amount of goodwill, by reportable segment, for the 52 weeks ended January 31, 2015 and the 52 weeks ended January 30, 2016 were as follows:

	United States	Canada	Australia	Europe	Technology Brands	Total
	(In millions)					
Balance at February 1, 2014	\$ 1,143.3	\$ 33.8	\$ 81.3	\$ 94.2	\$ 62.1	\$ 1,414.7
Acquisitions (Note 3)	—	—	—	—	4.5	4.5
Foreign currency translation adjustment	—	(4.3)	(9.2)	(15.3)	—	(28.8)
Balance at January 31, 2015	<u>1,143.3</u>	<u>29.5</u>	<u>72.1</u>	<u>78.9</u>	<u>66.6</u>	<u>1,390.4</u>
Acquisitions (Note 3)	52.2	—	—	—	46.3	98.5
Foreign currency translation adjustment	—	(2.6)	(6.4)	(3.2)	—	(12.2)
Balance at January 30, 2016	<u>\$ 1,195.5</u>	<u>\$ 26.9</u>	<u>\$ 65.7</u>	<u>\$ 75.7</u>	<u>\$ 112.9</u>	<u>\$ 1,476.7</u>

Goodwill represents the excess purchase price over tangible net assets and identifiable intangible assets acquired. Our management is required to evaluate goodwill and other intangible assets not subject to amortization for impairment at least annually. This annual test is completed at the beginning of the fourth quarter of each fiscal year or when circumstances indicate the carrying value of the goodwill or other intangible assets might be impaired. Goodwill has been assigned to reporting units for the purpose of impairment testing. We have five operating segments, including Video Game Brands in the United States, Australia, Canada and Europe, and Technology Brands in the United States, which also define our reporting units based upon the similar economic characteristics of operations within each segment, including the nature of products, product distribution and the type of customer and separate management within these businesses.

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We estimate the fair value of each reporting unit based on the discounted cash flows of each reporting unit. We use a two-step process to measure goodwill impairment. If the fair value of the reporting unit is higher than its carrying value, then goodwill is not impaired. If the carrying value of the reporting unit is higher than the fair value, then the second step of the goodwill impairment test is needed. The second step compares the implied fair value of the reporting unit's goodwill with its carrying amount. The implied fair value of goodwill is determined in step 2 of the goodwill impairment test by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation used in a business combination. Any residual fair value after this allocation represents the implied fair value of the reporting unit's goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value, then an impairment loss is recognized in the amount of the excess.

We completed the annual impairment test of goodwill for fiscal 2015 as of the first day of the fourth quarter and concluded that none of our goodwill was impaired. For all of our reporting units, the concluded fair value of each of these reporting units exceeded its carrying value by at least 50%.

We completed the annual impairment test of goodwill for fiscal 2014 as of the first day of the fourth quarter and concluded that none of our goodwill was impaired. For our United States, Canada, Europe and Technology Brands reporting units, the concluded fair value of each of these reporting units exceeded its carrying value by more than 30% and the concluded fair value of our Australia reporting unit exceeded its carrying value by 15%.

In fiscal 2013, we recorded a \$10.2 million goodwill write-off in the United States Video Game Brands segment as a result of exiting an immaterial non-core business; however, there were no impairments of goodwill in fiscal 2013 as a result of completing our annual impairment test, which was conducted as of the first day of the fourth quarter. For the fiscal 2013 annual impairment test, Technology Brands was excluded since it commenced operations during the fourth quarter and therefore was not a reporting unit subject to assessment as of our annual testing date.

Cumulative goodwill impairment losses were \$640.5 million as of January 30, 2016, of which \$13.5 million, \$100.3 million, \$107.1 million and \$419.6 million were attributable to our United States, Canada, Australia and Europe reporting units, respectively.

***Intangible Assets***

Other intangible assets consist primarily of dealer agreements, trade names, customer relationships, leasehold rights, advertising relationships and amounts attributed to favorable leasehold interests recorded as a result of business acquisitions. Intangible assets are recorded apart from goodwill if they arise from a contractual right and are capable of being separated from the entity and sold, transferred, licensed, rented or exchanged individually. The estimated useful life and amortization methodology of intangible assets are determined based on the period in which they are expected to contribute directly to cash flows. Intangible assets that are determined to have a definite life are amortized over that period.

***Finite-lived Intangible Assets***

Leasehold rights, which were recorded as a result of the purchase of SFMI Micromania SAS ("Micromania") in 2008, represent the value of rights of tenancy under commercial property leases for properties located in France. Rights pertaining to individual leases can be sold by us to a new tenant or recovered by us from the landlord if the exercise of the automatic right of renewal is refused. Leasehold rights are amortized on a straight-line basis over the expected lease term, not to exceed 20 years, with no residual value.

Advertising relationships, which were recorded as a result of digital acquisitions, are relationships with existing advertisers who pay to place ads on our digital websites and are amortized on a straight-line basis over 10 years.

Favorable leasehold interests represent the value of the contractual monthly rental payments that are less than the current market rent at stores acquired as part of the Micromania acquisition. Favorable leasehold interests are amortized on a straight-line basis over their remaining lease term with no expected residual value.

Customer relationships, which were recorded as a result of the ThinkGeek acquisition, represent the value of the relationships related to both wholesale and website customers within the United States. ThinkGeek sells its products directly to large wholesale retailers and also sells its products directly to customers on its ThinkGeek website. Wholesale customer relationships are amortized on a straight-line basis over seven years, and website customer relationships are amortized on a straight-line basis over five years.

As of January 30, 2016, the total weighted-average amortization period for the remaining intangible assets, excluding goodwill, was approximately 9.9 years. The intangible assets are being amortized based upon the pattern in which the economic benefits of the intangible assets are being utilized, with no expected residual value.

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*Indefinite-lived Intangible Assets*

Intangible assets that are determined to have an indefinite life are not amortized, but are required to be evaluated at least annually for impairment. If the carrying value of an individual indefinite-lived intangible asset exceeds its fair value as determined by its discounted cash flows, such individual indefinite-lived intangible asset is written down by the amount of the excess.

Dealer agreements were recorded as a result of our acquisitions of Spring and Simply Mac in the fourth quarter of fiscal 2013 as well as the subsequent acquisitions completed by Spring and Simply Mac in fiscal 2014. These dealer agreements represent Spring's exclusive agreements with AT&T to operate AT&T stores as an "AT&T Authorized Retailer" and sell AT&T wireless contracts in its stores and Simply Mac's exclusive agreements with Apple to operate Apple stores under the name "Simply Mac" and sell Apple products in its stores. The dealer agreement value recorded on our consolidated balance sheets represents a value associated with the rights and privileges afforded to us under these agreements. Our dealer agreements are considered indefinite-lived intangible assets as they are expected to contribute to cash flows indefinitely and are not subject to amortization, but are subject to annual impairment testing.

We value our Spring and Simply Mac dealer agreements using a discounted cash flow analysis known as the Greenfield Method, which is a common valuation technique in valuing dealer agreement assets. The Greenfield Method assumes that a business, at its inception, owns only dealer agreements and makes capital expenditures, working capital and other investments required to ramp up its operations to a level that is comparable to its current operations. We estimate the cash flows required to build a comparable operation and the available future cash flows from these operations, which requires us to make certain assumptions about the cost of investment to build a comparable operation, projected net sales, cost of sales, operating expenses and income taxes. The cash flows are then discounted using an appropriate rate that is reflective of the inherent risks and uncertainties associated with the expected future cash flows of the business. The estimated fair values of the Spring and Simply Mac dealer agreement assets based upon the discounted cash flows is then compared to their respective carrying values.

Trade names which were recorded as a result of acquisitions, primarily Micromania, are considered indefinite-lived intangible assets as they are expected to contribute to cash flows indefinitely and are not subject to amortization, but are subject to annual impairment testing. The fair value of our Micromania trade name was calculated using a relief-from-royalty approach, which assumes the fair value of the trade name is the discounted cash flows of the amount that would be paid by a hypothetical market participant had they not owned the trade name and instead licensed the trade name from another company. The basis for future cash flow projections is internal revenue forecasts, which we believe represent reasonable market participant assumptions, to which the selected royalty rate is applied. These future cash flows are discounted using the applicable discount rate, as well as any potential risk premium to reflect the inherent risk of holding a standalone intangible asset. The discount rate used in the analysis reflects a hypothetical market participant's weighted-average cost of capital, current market rates and the risks associated with the projected cash flows.

We completed the annual impairment tests of indefinite-lived intangible assets as of the first day of the fourth quarter of fiscal 2015 and fiscal 2014 and concluded that none of our indefinite-lived intangible assets were impaired.

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The gross carrying amount and accumulated amortization of our intangible assets other than goodwill as of January 30, 2016 and January 31, 2015 were as follows (in millions):

	As of January 30, 2016			As of January 31, 2015		
	Gross Carrying Amount (1)	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets with indefinite lives:						
Trade names	\$ 51.7	\$ —	\$ 51.7	\$ 45.4	\$ —	\$ 45.4
Dealer agreements	210.6	—	210.6	134.0	—	134.0
Intangible assets with finite lives:						
Key money	87.5	(46.2)	41.3	91.5	(41.8)	49.7
Customer Relationships	14.5	(1.5)	13.0	—	—	—
Other	39.1	(25.3)	13.8	32.7	(24.0)	8.7
<b>Total</b>	<b>\$ 403.4</b>	<b>\$ (73.0)</b>	<b>\$ 330.4</b>	<b>\$ 303.6</b>	<b>\$ (65.8)</b>	<b>\$ 237.8</b>

<sup>(1)</sup> The change in the gross carrying amount of intangible assets from January 31, 2015 to January 30, 2016 is primarily due to acquisitions (Note 3) and the impact of exchange rate fluctuations.

Intangible asset amortization expense for the fiscal years ended January 30, 2016, January 31, 2015 and February 1, 2014 was \$13.4 million, \$12.0 million and \$14.0 million, respectively.

The estimated aggregate intangible asset amortization expense for the next five fiscal years is as follows (in millions):

Fiscal Year Ending on or around January 31,	Projected Amortization Expense
2017	\$ 14.1
2018	13.4
2019	11.2
2020	8.6
2021	6.2
	<b>\$ 53.5</b>

**10. Debt**

**Issuance of 5.50% Senior Notes due 2019**

On September 24, 2014, we issued \$350.0 million aggregate principal amount of unsecured 5.50% senior notes due October 1, 2019. The 2019 Senior Notes bear interest at the rate of 5.50% per annum with interest payable semi-annually in arrears on April 1 and October 1 of each year beginning on April 1, 2015. The 2019 Senior Notes were sold in a private placement and will not be registered under the U.S. Securities Act of 1933. The 2019 Senior Notes were offered in the U.S. to “qualified institutional buyers” pursuant to the exemption from registration under Rule 144A of the Securities Act and in exempted offshore transactions pursuant to Regulation S under the Securities Act.

The 2019 Senior Notes were issued pursuant to an indenture dated as of September 24, 2014, by and among the Company, certain subsidiary guarantors named therein and U.S. Bank National Association, as trustee and will mature on October 1, 2019. The net proceeds from the offering of \$343.7 million were used to pay down the remaining outstanding balance of our revolving credit facility, which is described more fully below, and were used for general corporate purposes, such as acquisitions, dividends and stock buybacks. The outstanding balance of the 2019 Senior Notes at January 30, 2016 was \$350.0 million. We incurred fees and expenses related to the 2019 Senior Notes offering of \$6.3 million, which were capitalized during the third quarter of fiscal 2014 and will be amortized as interest expense over the term of the notes.

The indenture governing the 2019 Senior Notes does not contain financial covenants but does contain covenants which place certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, stock repurchases, dividends, distributions, the incurrence of additional debt and the repurchase debt that is junior to the 2019 Senior Notes. In addition, the indenture restricts payments of dividends to stockholders (other than dividends payable in shares of capital stock) if one of the

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following conditions exist: (i) an event of default has occurred, (ii) we could not incur additional debt under the general debt covenant of the indenture or (iii) the sum of the proposed dividend and all other dividends and other restricted payments made under the indenture from the date of the indenture governing the 2019 Senior Notes exceeds the sum of 50% of consolidated net income plus 100% of net proceeds from capital stock sales and other amounts set forth in and determined as provided in the indenture. These restrictions are subject to exceptions and qualifications, including that we can pay up to \$175.0 million in dividends to stockholders in each fiscal year and we can pay dividends and make other restricted payments in an unlimited amount if our leverage ratio on a pro forma basis after giving effect to the dividend payment and other restricted payments would be less than or equal to 1.0:1.0.

The indenture contains customary events of default, including payment defaults, breaches of covenants, failure to pay certain judgments and certain events of bankruptcy, insolvency and reorganization. If an event of default occurs and is continuing, the principal amount of the 2019 Senior Notes, plus accrued and unpaid interest, if any, may be declared immediately due and payable. These amounts automatically become due and payable if an event of default relating to certain events of bankruptcy, insolvency or reorganization occurs.

#### ***Revolving Credit Facility***

On January 4, 2011, we entered into a \$400 million credit agreement, which we amended and restated on March 25, 2014 and further amended on September 15, 2014 (the "Revolver"). The Revolver is a five-year, asset-based facility that is secured by substantially all of our assets and the assets of our domestic subsidiaries. Availability under the Revolver is subject to a monthly borrowing base calculation. The Revolver includes a \$50 million letter of credit sublimit. The amendments extended the maturity date to March 25, 2019; increased the expansion feature under the Revolver from \$150 million to \$200 million, subject to certain conditions; and revised certain other terms, including a reduction of the fee we are required to pay on the unused portion of the total commitment amount. We believe the extension of the maturity date of the Revolver to March 2019 helps to limit our exposure to potential tightening or other adverse changes in the credit markets. The September 15, 2014 amendment amended certain covenants to permit the issuance of the 2019 Senior Notes.

Borrowing availability under the Revolver is limited to a borrowing base which allows us to borrow up to 90% of the appraisal value of the inventory, in each case plus 90% of eligible credit card receivables, net of certain reserves. The borrowing base provides for borrowing up to 92.5% of the appraisal value during the fiscal months of August through October. Letters of credit reduce the amount available to borrow under the Revolver by an amount equal to the face value of the letters of credit. Our ability to pay cash dividends, redeem options and repurchase shares is generally permitted, except under certain circumstances, including if either 1) excess availability under the Revolver is less than 30%, or is projected to be within 12 months after such payment or 2) excess availability under the Revolver is less than 15%, or is projected to be within 12 months after such payment, and the fixed charge coverage ratio, as calculated on a pro-forma basis for the prior 12 months is 1.1:1.0 or less. In the event that excess availability under the Revolver is at any time less than the greater of (1) \$30 million or (2) 10% of the lesser of the total commitment or the borrowing base, we will be subject to a fixed charge coverage ratio covenant of 1.0:1.0.

The Revolver places certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, loans, guarantees, acquisitions and the incurrence of additional indebtedness. Absent consent from our lenders, we may not incur more than \$1 billion of senior secured debt and \$750 million of additional unsecured indebtedness to be limited to \$250 million in general unsecured obligations and \$500 million in unsecured obligations to finance acquisitions valued at \$500 million or more.

The per annum interest rate under the Revolver is variable and is calculated by applying a margin (1) for prime rate loans of 0.25% to 0.75% above the highest of (a) the prime rate of the administrative agent, (b) the federal funds effective rate plus 0.50% or (c) the London Interbank Offered ("LIBO") rate for a 30-day interest period as determined on such day plus 1.00%, and (2) for LIBO rate loans of 1.25% to 1.75% above the LIBO rate. The applicable margin is determined quarterly as a function of our average daily excess availability under the facility. In addition, we are required to pay a commitment fee of 0.25% for any unused portion of the total commitment under the Revolver. As of January 30, 2016, the applicable margin was 0.25% for prime rate loans and 1.25% for LIBO rate loans.

The Revolver provides for customary events of default with corresponding grace periods, including failure to pay any principal or interest when due, failure to comply with covenants, any material representation or warranty made by us or the borrowers proving to be false in any material respect, certain bankruptcy, insolvency or receivership events affecting us or our subsidiaries, defaults relating to certain other indebtedness, imposition of certain judgments and mergers or the liquidation of the Company or certain of its subsidiaries. During fiscal 2015, we cumulatively borrowed and subsequently repaid \$463.0 million under the Revolver. Our maximum borrowings outstanding during fiscal 2015 were \$123.0 million. Average borrowings under the Revolver for fiscal 2015 were \$23.3 million. Our average interest rate on those outstanding borrowings for fiscal 2015 was 3.5%. As of January 30,

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2016, total availability under the Revolver was \$391.6 million, with no outstanding borrowings and outstanding standby letters of credit of \$8.4 million. We are currently in compliance with the financial requirements of the Revolver.

***Luxembourg Line of Credit***

In September 2007, our Luxembourg subsidiary entered into a discretionary \$20.0 million Uncommitted Line of Credit (the "Line of Credit") with Bank of America. There is no term associated with the Line of Credit and Bank of America may withdraw the facility at any time without notice. The Line of Credit is available to our foreign subsidiaries for use primarily as a bank overdraft facility for short-term liquidity needs and for the issuance of bank guarantees and letters of credit to support operations. As of January 30, 2016, there were no cash overdrafts outstanding under the Line of Credit and bank guarantees outstanding totaled \$1.9 million.

***Issuance of 6.75% Senior Notes due 2021***

*Issuance of 6.75% Senior Notes due 2021.* In March 2016, we issued \$475.0 million aggregate principal amount of unsecured 6.75% senior notes due March 15, 2021 (the "2021 Senior Notes"). The 2021 Senior Notes bear interest at the rate of 6.75% per annum with interest payable semi-annually in arrears on March 15 and September 15 of each year beginning on September 15, 2016. The 2021 Senior Notes were sold in a private placement and will not be registered under the U.S. Securities Act of 1933. The net proceeds from the offering will be used for general corporate purposes, which will likely include acquisitions, and, potentially, dividends and stock buybacks.

The 2021 Senior Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements of the Securities Act or the securities laws of any other jurisdiction. Accordingly, the 2021 Senior Notes are expected to be eligible for resale in the United States only to qualified institutional buyers and outside the United States to non-U.S. persons in compliance with Regulation S.

The indenture governing the 2021 Senior Notes does not contain financial covenants but does contain covenants which place certain restrictions on us and our subsidiaries, including limitations on asset sales, additional liens, investments, stock repurchases, the incurrence of additional debt and the repurchase of debt that is junior to the 2021 Senior Notes. In addition, the indenture restricts payments of dividends to stockholders (other than dividends payable in shares of capital stock) if one of the following conditions exist: (i) an event of default has occurred, (ii) we could not incur additional debt under the general debt covenant of the indenture or (iii) the sum of the proposed dividend and all other dividends and other restricted payments made under the indenture from the date of the indenture governing the 2021 Senior Notes exceeds the sum of 50% of consolidated net income plus 100% of net proceeds from capital stock sales and other amounts set forth in and determined as provided in the indenture. These restrictions are subject to exceptions and qualifications, including that we can pay up to \$175 million in dividends to stockholders in each fiscal year and we can pay dividends and make other restricted payments in an unlimited amount if our leverage ratio on a pro forma basis after giving effect to the dividend payment and other restricted payments would be less than or equal to 1.0:1.0.

The indenture contains customary events of default, including payment defaults, breaches of covenants, failure to pay certain judgments and certain events of bankruptcy, insolvency and reorganization. If an event of default occurs and is continuing, the principal amount of the 2021 Senior Notes, plus accrued and unpaid interest, if any, may be declared immediately due and payable. These amounts automatically become due and payable if an event of default relating to certain events of bankruptcy, insolvency or reorganization occurs.

**11. Leases**

We lease retail stores, warehouse facilities, office space and equipment. These are generally leased under noncancelable agreements that expire at various dates through 2034 with various renewal options for additional periods. The agreements, which have been classified as operating leases, generally provide for minimum and, in some cases, percentage rentals and require us to pay all insurance, taxes and other maintenance costs. Leases with step rent provisions, escalation clauses or other lease concessions are accounted for on a straight-line basis over the lease term, which includes renewal option periods when we are reasonably assured of exercising the renewal options and includes "rent holidays" (periods in which we are not obligated to pay rent). Cash or lease incentives received upon entering into certain store leases ("tenant improvement allowances") are recognized on a straight-line basis as a reduction to rent expense over the lease term, which includes renewal option periods when we are reasonably assured of exercising the renewal options. We record the unamortized portion of tenant improvement allowances as a part of deferred rent. We do not have leases with capital improvement funding. Percentage rentals are based on sales performance in excess of specified

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minimums at various stores and are accounted for in the period in which the amount of percentage rentals can be accurately estimated.

Approximate rental expenses under operating leases were as follows:

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
	(In millions)		
Minimum	\$ 394.5	\$ 391.4	\$ 381.6
Percentage rentals	7.8	8.2	9.4
	<u>\$ 402.3</u>	<u>\$ 399.6</u>	<u>\$ 391.0</u>

Future minimum annual rentals, excluding percentage rentals, required under leases that had initial, noncancelable lease terms greater than one year, as of January 30, 2016, are approximately:

Fiscal Year Ending on or around January 31,	Amount
	(In millions)
2017	\$ 336.1
2018	250.2
2019	178.9
2020	119.3
2021	68.6
Thereafter	114.7
	<u>\$ 1,067.8</u>

## 12. Commitments and Contingencies

### Commitments

We had bank guarantees relating primarily to international store leases totaling \$15.7 million as of January 30, 2016 and \$16.6 million as of January 31, 2015.

See Note 11, "Leases," for information regarding commitments related to our noncancelable operating leases.

### Contingencies

In the ordinary course of our business, we are, from time to time, subject to various legal proceedings, including matters involving wage and hour employee class actions and consumer class actions. We may enter into discussions regarding settlement of these and other types of lawsuits, and may enter into settlement agreements, if we believe settlement is in the best interest of our stockholders. We do not believe that any such existing legal proceedings or settlements, individually or in the aggregate, will have a material adverse effect on our financial condition, results of operations or liquidity.

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**13. Income Taxes**

The provision for income taxes consisted of the following:

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
(In millions)			
<b>Current tax expense:</b>			
Federal	\$ 178.7	\$ 158.4	\$ 158.2
State	16.3	18.0	24.5
Foreign	28.9	29.6	34.6
	<u>223.9</u>	<u>206.0</u>	<u>217.3</u>
<b>Deferred tax expense (benefit):</b>			
Federal	0.2	29.3	(1.9)
State	3.6	(3.3)	(0.1)
Foreign	(5.3)	(16.8)	(0.7)
	<u>(1.5)</u>	<u>9.2</u>	<u>(2.7)</u>
<b>Total income tax expense</b>	<u>\$ 222.4</u>	<u>\$ 215.2</u>	<u>\$ 214.6</u>

The components of earnings before income tax expense consisted of the following:

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
(In millions)			
United States	\$ 553.5	\$ 558.8	\$ 491.6
International	71.7	49.5	77.2
<b>Total</b>	<u>\$ 625.2</u>	<u>\$ 608.3</u>	<u>\$ 568.8</u>

The following is a reconciliation of income tax expense (benefit) computed at the U.S. Federal statutory tax rate to income tax expense (benefit) reported in our consolidated statements of operations:

	52 Weeks Ended January 30, 2016	52 Weeks Ended January 31, 2015	52 Weeks Ended February 1, 2014
Federal statutory tax rate	35.0 %	35.0 %	35.0 %
State income taxes, net of federal effect	2.1	2.0	1.9
Foreign income tax rate differential	(1.0)	(0.4)	(0.5)
Nondeductible goodwill impairment	—	—	0.6
Change in valuation allowance	(0.9)	1.8	—
Subpart F income	0.9	2.7	4.8
Interest income from hybrid securities	(1.6)	(5.2)	(5.8)
Realization of losses in foreign operations not previously benefited	—	(2.2)	—
Other (including permanent differences) <sup>(1)</sup>	1.1	1.7	1.7
	<u>35.6 %</u>	<u>35.4 %</u>	<u>37.7 %</u>

<sup>(1)</sup> Other is comprised of numerous items, none of which is greater than 1.75% of earnings before income taxes.

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Differences between financial accounting principles and tax laws cause differences between the bases of certain assets and liabilities for financial reporting purposes and tax purposes. The tax effects of these differences, to the extent they are temporary, are recorded as deferred tax assets and liabilities and consisted of the following components (in millions):

	January 30, 2016	January 31, 2015
Deferred tax asset:		
Inventory	\$ 26.5	\$ 27.4
Deferred rents	8.9	11.1
Stock-based compensation	16.5	16.0
Net operating losses	52.2	30.8
Customer liabilities	26.1	29.9
Fixed assets	—	—
Foreign tax credit carryover	3.9	5.2
Other	32.1	14.8
Total deferred tax assets	166.2	135.2
Valuation allowance	(18.8)	(24.3)
Total deferred tax assets, net	147.4	110.9
Deferred tax liabilities:		
Fixed assets	(11.6)	(4.3)
Goodwill	(89.0)	(88.8)
Prepaid expenses	(6.6)	(3.8)
Intangible assets	(30.3)	(17.3)
Other	(0.5)	(2.7)
Total deferred tax liabilities	(138.0)	(116.9)
Net	\$ 9.4	\$ (6.0)
The above amounts are reflected in the consolidated financial statements as:		
Deferred income taxes - current	\$ —	\$ 65.6
Deferred income taxes - noncurrent	\$ 39.0	\$ 24.3
Deferred income taxes	\$ (29.6)	\$ (95.9)

During November 2015, the FASB issued ASU 2015-17, which simplifies the presentation of deferred income taxes. ASU 2015-17 requires that deferred tax assets and liabilities be classified as long-term on the balance sheet. The Company elected to early adopt ASU 2015-17 effective January 30, 2016, on a prospective basis. As reflected in the table above, the adoption of ASU 2015-17 resulted in a reclassification of the Company's net current deferred tax asset to the net long-term deferred tax asset on the Company's consolidated balance sheet as of January 30, 2016. Balances as of January 31, 2015 have not been recast.

We file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. The Internal Revenue Service ("IRS") is currently examining our U.S. income tax returns for the fiscal years 2010 through 2014. We do not anticipate any adjustments that would result in a material impact on our consolidated financial statements as a result of these audits. We are no longer subject to U.S. federal income tax examination for years before and including the fiscal year ended January 30, 2010.

With respect to state and local jurisdictions and countries outside of the United States, we and our subsidiaries are typically subject to examination for three to six years after the income tax returns have been filed. Although the outcome of tax audits is always uncertain, we believe that adequate amounts of tax, interest and penalties have been provided for in the accompanying consolidated financial statements for any adjustments that might be incurred due to state, local or foreign audits.

Certain of our French subsidiaries have been under audit by the French Tax Administration ("FTA") for fiscal years 2008 through 2012. We received a tax reassessment notice on December 23, 2015, pursuant to which the FTA asserted that the French subsidiaries were ineligible to claim certain tax deductions from November 4, 2008, through January 31, 2010, resulting in a potential additional tax charge of approximately €23.0 million. We may receive additional tax reassessments in material amounts for subsequent fiscal years, including those years currently under audit. We filed a response to the reassessment notice on February 19, 2016, and we intend to vigorously contest the reassessment through administrative procedures. If we are unable to resolve this matter through administrative remedies at the FTA, we plan to pursue judicial remedies. We believe our tax positions will be sustained and have not taken a reserve for any potential adjustment based on the reassessment. If we were not to prevail, then the adjustment to our income tax provision could be material.

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As of January 30, 2016, the Company has approximately \$11.0 million of net operating loss ("NOL") carryforwards in various foreign jurisdictions that expire in years 2018 through 2035, as well as \$86.4 million of foreign NOL carryforwards that have no expiration date. In addition, the Company has approximately \$3.9 million of foreign tax credit carryforwards that expire in years 2022 through 2024. The Company also has approximately \$88.0 million of Federal NOL carryovers acquired through the ThinkGeek acquisition that will expire in years 2018 through 2034.

As of January 30, 2016, the gross amount of unrecognized tax benefits was approximately \$31.9 million. If we were to prevail on all uncertain tax positions, the net effect would be a benefit to our effective tax rate of approximately \$27.7 million, exclusive of any benefits related to interest and penalties.

A reconciliation of the changes in the gross balances of unrecognized tax benefits follows (in millions):

	January 30, 2016	January 31, 2015	February 1, 2014
Beginning balance of unrecognized tax benefits	\$ 21.4	\$ 20.6	\$ 28.7
Increases related to current period tax positions	4.0	1.0	0.5
Increases related to prior period tax positions	9.0	6.1	16.6
Reductions as a result of a lapse of the applicable statute of limitations	(1.0)	(0.5)	(1.9)
Reductions as a result of settlements with taxing authorities	(1.5)	(5.8)	(23.3)
Ending balance of unrecognized tax benefits	\$ 31.9	\$ 21.4	\$ 20.6

We recognize accrued interest and penalties related to unrecognized tax benefits in income tax expense. As of January 30, 2016, January 31, 2015 and February 1, 2014, we had approximately \$4.9 million, \$4.6 million and \$6.1 million, respectively, in interest and penalties related to unrecognized tax benefits accrued, of which approximately \$0.4 million of expense, \$0.6 million of expense and \$1.6 million of expense were recognized through income tax expense in the fiscal years ended January 30, 2016, January 31, 2015 and February 1, 2014, respectively. If we were to prevail on all uncertain tax positions, the reversal of these accruals related to interest would also be a benefit to our effective tax rate.

It is reasonably possible that the amount of the unrecognized benefit with respect to certain of our unrecognized tax positions could significantly increase or decrease within the next 12 months as a result of settling ongoing audits. However, as audit outcomes and the timing of audit resolutions are subject to significant uncertainty, and given the nature and complexity of the issues involved, we are unable to reasonably estimate the possible amount of change in the unrecognized tax benefits, if any, that may occur within the next 12 months as a result of ongoing examinations. Nevertheless, we believe we are adequately reserved for our uncertain tax positions as of January 30, 2016.

Deferred income taxes have not been provided for on the approximately \$601.0 million of undistributed earnings generated by certain foreign subsidiaries as of January 30, 2016 because we intend to permanently reinvest such earnings outside the United States. We do not currently require, nor do we have plans for, the repatriation of retained earnings from these subsidiaries. However, in the future, if we determine it is necessary to repatriate these funds, or we sell or liquidate any of these subsidiaries, we may be required to provide for income taxes on the repatriation. We may also be required to withhold foreign taxes depending on the foreign jurisdiction from which the funds are repatriated. The effective rate of tax on such repatriations may materially differ from the federal statutory tax rate, thereby having a material impact on tax expense in the year of repatriation; however, we cannot reasonably estimate the amount of such a tax event.

#### **14. Common Stock and Share-Based Compensation**

##### ***Common Stock***

The holders of Class A Common Stock are entitled to one vote per share on all matters to be voted on by stockholders. Holders of Class A Common Stock will share in any dividend declared by the Board of Directors, subject to any preferential rights of any outstanding preferred stock. In the event of our liquidation, dissolution or winding up, all holders of common stock are entitled to share ratably in any assets available for distribution to holders of shares of common stock after payment in full of any amounts required to be paid to holders of preferred stock.

In 2005, we adopted a rights agreement under which one right (a "Right") was attached to each outstanding share of our common stock. Each Right entitles the holder to purchase from us one ten-thousandth of a share of a series of preferred stock, designated as Series A Junior Participating Preferred Stock (the "Series A Preferred Stock"), at a price of \$100.00 per one one-

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thousandth of a share. The Rights expired on October 28, 2014, and accordingly, at January 30, 2016, there were no shares of Series A Preferred Stock issued or outstanding.

*Share Repurchase Activity.* Since January 2010, our Board of Directors has authorized several share repurchase programs authorizing our management to repurchase our Class A Common Stock. Since the beginning of fiscal 2011, each individual authorization has been \$500 million. Our typical practice is to seek Board of Directors' approval for a new authorization before the existing one is fully used to ensure we are always able to repurchase shares. Repurchased shares are subsequently retired. Share repurchases are generally recorded as a reduction to additional paid-in capital; however, in the event that share repurchases would cause additional-paid in capital to be reduced below zero, any excess is recorded as a reduction to retained earnings.

The following table summarizes our share repurchase activity during the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014:

<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid per Share</b>	<b>Aggregate Value of Shares Repurchased During the Period</b>
	(in millions)		(in millions)
52 weeks ended January 30, 2016	5.2	\$ 38.68	\$ 202.0
52 weeks ended January 31, 2015	8.4	\$ 39.50	\$ 333.4
52 weeks ended February 1, 2014	6.3	\$ 41.12	\$ 258.3

As of January 30, 2016 we have \$245.3 million remaining under our latest authorization from November 2014. Subsequent to January 30, 2016, we have not made any share repurchases.

*Dividends.* In February 2012, our Board of Directors approved the initiation of a quarterly cash dividend to our stockholders of Class A Common Stock. We paid a total of \$1.10 per share in dividends in fiscal 2013 and a total of \$1.32 per share fiscal 2014. In fiscal 2015, we paid dividends of \$1.44 per share of Class A Common Stock, totaling approximately \$154.1 million. On February 23, 2016, our Board of Directors authorized an increase in our annual cash dividend from \$1.44 to \$1.48 per share of Class A Common Stock. Future dividends will be subject to approval by our Board of Directors.

#### ***Share-Based Compensation***

Effective June 2013, our stockholders voted to adopt the Amended and Restated 2011 Incentive Plan (the "Amended 2011 Incentive Plan") to provide for issuance under the 2011 Incentive Plan of our Class A Common Stock. The Amended 2011 Incentive Plan provides a maximum aggregate amount of 9.25 million shares of Class A Common Stock with respect to which options may be granted and provides for a grant of cash, granting of incentive stock options, non-qualified stock options, stock appreciation rights, performance awards, restricted stock and other share-based awards, which may include, without limitation, restrictions on the right to vote such shares and restrictions on the right to receive dividends on such shares. The options to purchase Class A common shares are issued at fair market value of the underlying shares on the date of grant. In general, the options vest and become exercisable in equal annual installments over a three-year period, commencing one year after the grant date, and expire ten years from the grant date. Shares issued upon exercise of options are newly issued shares. Options and restricted shares granted after June 21, 2011 are issued under the 2011 Incentive Plan.

Effective June 2009, our stockholders voted to amend the Third Amended and Restated 2001 Incentive Plan (the "2001 Incentive Plan") to provide for issuance under the 2001 Incentive Plan of our Class A Common Stock. The 2001 Incentive Plan provided a maximum aggregate amount of 46.5 million shares of Class A Common Stock with respect to which options may have been granted and provided for the granting of incentive stock options, non-qualified stock options, and restricted stock, which may have included, without limitation, restrictions on the right to vote such shares and restrictions on the right to receive dividends on such shares. The options to purchase Class A common shares were issued at fair market value of the underlying shares on the date of grant. In general, the options vested and became exercisable in equal annual installments over a three-year period, commencing one year after the grant date, and expired ten years from the grant date. Shares issued upon exercise of options are newly issued shares. Options and restricted shares granted on or before June 21, 2011 were issued under the 2001 Incentive Plan.

#### ***Stock Options***

We record stock-based compensation expense in earnings based on the grant-date fair value of options granted. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model. This valuation model requires the use of subjective assumptions, including expected option life and expected volatility. We use historical data to estimate the option life and the employee forfeiture rate, and use historical volatility when estimating the stock price volatility. We have not

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historically experienced material forfeitures with respect to the employees who currently receive stock option grants and thus we do not expect any forfeitures related to these awards. There were no options granted during the 52 weeks ended January 30, 2016.

Our Black-Scholes assumptions are presented below:

	52 Weeks Ended January 31, 2015	53 Weeks Ended February 1, 2014
Volatility	46.5%	46.4%
Risk-free interest rate	1.7%	1.0%
Expected life (years)	5.5	5.6
Expected dividend yield	3.4%	4.3%

In addition to recognizing the estimated fair value of stock-based compensation in earnings over the required service period, we are also required to present tax benefits received in excess of amounts determined based on the compensation expense recognized on the statements of cash flows. Such tax benefits are presented as a use of cash in the operating section and a source of cash in the financing section of the consolidated statements of cash flows.

A summary of our stock option activity during the 52 weeks ended January 30, 2016 is presented below:

	Shares (Millions)	Weighted- Average Exercise Price
Balance, January 31, 2015	1.8	\$ 33.14
Exercised	(0.3)	18.19
Forfeited	(0.1)	45.90
Balance, January 30, 2016	<u>1.4</u>	<u>35.88</u>

The following table summarizes information as of January 30, 2016 concerning outstanding and exercisable options:

Range of Exercise Prices	Options Outstanding			Options Exercisable		
	Number Outstanding (Millions)	Weighted- Average Remaining Life (Years)	Weighted- Average Contractual Price	Number Exercisable (Millions)	Weighted- Average Exercise Price	
\$20.32 - \$20.69	0.1	3.58	\$ 20.36	0.1	\$ 20.36	
\$24.82 - \$26.68	0.6	5.55	25.27	0.4	25.44	
\$38.52 - \$49.95	0.7	4.28	46.68	0.6	48.06	
\$20.32 - \$49.95	<u>1.4</u>	4.76	35.88	<u>1.1</u>	36.98	

The total intrinsic value of options exercised during the fiscal years ended January 30, 2016, January 31, 2015 and February 1, 2014 was \$6.7 million, \$10.7 million, and \$53.5 million, respectively. The intrinsic value of options exercisable and options outstanding was \$0.8 million and \$1.1 million, respectively, as of January 30, 2016.

The fair value of each option is recognized as compensation expense on a straight-line basis between the grant date and the date the options become fully vested. During the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, we included compensation expense relating to the grant of these options in the amount of \$2.6 million, \$2.1 million and \$1.0 million, respectively, in selling, general and administrative expenses. As of January 30, 2016, there was \$1.0 million of unrecognized compensation expense related to the unvested portion of our stock options that is expected to be recognized over a weighted-average period of 1.0 year.

*Restricted Stock Awards*

We grant restricted stock awards to certain of our employees, officers and non-employee directors. Restricted stock awards generally vest over a three-year period on the anniversary of the date of issuance, subject to continued service to the Company and, in some cases, subject to the attainment of certain performance measures.

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The following table presents a summary of our restricted stock awards activity during the 52 weeks ended January 30, 2016:

	Shares (Millions)		Weighted- Average Grant Date Fair Value
Nonvested shares at January 31, 2015	2.2	\$	28.14
Granted	0.6		40.34
Vested	(0.9)		28.91
Forfeited	(0.4)		25.16
Nonvested shares at January 30, 2016	1.5	\$	33.77

Of the shares granted during fiscal 2015, 457 thousand shares of restricted stock were granted under the 2011 Incentive Plan, 429 thousand of which vest in equal annual installments over three years and 28 thousand vest in a single installment over one year. At the same time, an additional 189 thousand shares of restricted stock were granted under the 2011 Incentive Plan and are subject to performance targets which will be measured following the completion of fiscal 2016. These grants will vest one year after measurement to the extent earned. Shares subject to performance measures may generally be earned in greater or lesser percentages if targets are exceeded or not achieved by specified amounts.

During the 52 weeks ended January 31, 2015, we granted 0.6 million shares of restricted stock with a weighted-average grant date fair value of \$38.61 per common share with fair value being determined by the quoted market price of our common stock on the date of grant. Of these shares, 434 thousand shares of restricted stock were granted under the 2011 Incentive Plan, which vest in equal annual installments over three years. At the same time, an additional 182 thousand shares of restricted stock were granted under the 2011 Incentive Plan, of which 91 thousand shares vest in equal annual installments over three years based on performance targets measured at the end of fiscal 2014. This award achieved 93% of the target amount, which resulted in the incremental forfeiture of 15.9 thousand shares that would have vested in equal annual installments over three years. The remaining 91 thousand shares of restricted stock granted are subject to performance targets which will be measured following the completion of fiscal 2016. These grants will vest immediately upon measurement to the extent earned. Shares subject to performance measures may generally be earned in greater or lesser percentages if targets are exceeded or not achieved by specified amounts.

During the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, we included compensation expense relating to the grants of restricted shares in the amounts of \$27.3 million, \$19.4 million and \$18.4 million, respectively, in selling, general and administrative expenses in the accompanying consolidated statements of operations. As of January 30, 2016, there was \$21.7 million of unrecognized compensation expense related to nonvested restricted shares that is expected to be recognized over a weighted-average period of 1.7 years.

#### **15. Employees' Defined Contribution Plan**

We sponsor a defined contribution plan (the "Savings Plan") for the benefit of substantially all of our U.S. employees who meet certain eligibility requirements, primarily age and length of service. The Savings Plan allows employees to invest up to 60%, for a maximum of \$18 thousand a year for 2015, of their eligible gross cash compensation invested on a pre-tax basis. Our optional contributions to the Savings Plan are generally in amounts based upon a certain percentage of the employees' contributions. Our contributions to the Savings Plan during the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 and the 52 weeks ended February 1, 2014, were \$6.3 million, \$5.2 million and \$4.8 million, respectively.

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**16. Significant Products**

The following table sets forth net sales (in millions) and percentages of total net sales by significant product category for the periods indicated:

	52 Weeks Ended January 30, 2016		52 Weeks Ended January 31, 2015		52 Weeks Ended February 1, 2014	
	Net Sales	Percent of Total	Net Sales	Percent of Total	Net Sales	Percent of Total
<b>Net sales:</b>						
New video game hardware <sup>(1)</sup>	\$ 1,944.7	20.8%	\$ 2,028.7	21.8%	\$ 1,730.0	19.1%
New video game software	2,905.1	31.0%	3,089.0	33.2%	3,480.9	38.5%
Pre-owned and value video game products	2,374.7	25.4%	2,389.3	25.7%	2,329.8	25.8%
Video game accessories	703.0	7.5%	653.6	7.1%	560.6	6.2%
Digital	188.3	2.0%	216.3	2.3%	217.7	2.4%
Mobile and consumer electronics	652.8	7.0%	518.8	5.6%	303.7	3.4%
Other <sup>(2)</sup>	595.2	6.3%	400.3	4.3%	416.8	4.6%
Total	\$ 9,363.8	100.0%	\$ 9,296.0	100.0%	\$ 9,039.5	100.0%

	52 Weeks Ended January 30, 2016		52 Weeks Ended January 31, 2015		52 Weeks Ended February 1, 2014	
	Gross Profit	Gross Profit Percent	Gross Profit	Gross Profit Percent	Gross Profit	Gross Profit Percent
<b>Gross Profit:</b>						
New video game hardware <sup>(1)</sup>	\$ 175.5	9.0%	\$ 196.6	9.7%	\$ 176.5	10.2%
New video game software	689.3	23.7%	716.9	23.2%	805.3	23.1%
Pre-owned and value video game products	1,114.5	46.9%	1,146.3	48.0%	1,093.9	47.0%
Video game accessories	255.5	36.3%	246.1	37.7%	220.5	39.3%
Digital	149.6	79.4%	152.0	70.3%	149.2	68.5%
Mobile and consumer electronics	328.6	50.3%	186.7	36.0%	65.1	21.4%
Other <sup>(2)</sup>	205.3	34.5%	131.3	32.8%	150.6	36.1%
Total	\$ 2,918.3	31.2%	\$ 2,775.9	29.9%	\$ 2,661.1	29.4%

<sup>(1)</sup> Includes sales of hardware bundles, in which physical hardware and digital or physical software are sold together as a single SKU.

<sup>(2)</sup> Other products include revenues from collectibles (including sales from our newly acquired ThinkGeek operation, beginning in July 2015), from the sales of PC entertainment software, interactive toys and licensed merchandise, strategy guides and revenues from PowerUp Pro loyalty members receiving *Game Informer* magazine in physical form.

**17. Segment Information**

We operate our business in four Video Game Brands segments: United States, Canada, Australia and Europe; and a Technology Brands segment, which was added in the fourth quarter of fiscal 2013 and includes the operations of our Spring Mobile, Cricket and Simply Mac businesses. We identify segments based on a combination of geographic areas and management responsibility. Each of the segments includes significant retail operations with all Video Game Brands stores engaged in the sale of new and pre-owned video game systems and software and related accessories and Technology Brand stores engaged in the sale of consumer electronics and wireless products and services. Segment results for the United States include retail operations in 50 states, the District of Columbia, Guam and Puerto Rico; our electronic commerce website [www.gamestop.com](http://www.gamestop.com); *Game Informer* magazine;

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and Kongregate, our leading web and mobile gaming platform. Segment results for Canada include retail and e-commerce operations in Canada and segment results for Australia include retail and e-commerce operations in Australia and New Zealand. Segment results for Europe include retail operations in 10 European countries and e-commerce operations in five countries. The Technology Brands segment includes retail operations in the United States. We measure segment profit using operating earnings, which is defined as income from continuing operations before intercompany royalty fees, net interest expense and income taxes. Transactions between reportable segments consist primarily of royalties, management fees, intersegment loans and related interest. There were no material intersegment sales during the 52 weeks ended January 30, 2016, the 52 weeks ended January 31, 2015 or the 52 weeks ended February 1, 2014.

Information on segments and the reconciliation of segment profit to earnings (loss) before income taxes are as follows (in millions):

As of and for the Fiscal Year Ended January 30, 2016	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,435.1	\$ 446.6	\$ 591.4	\$ 1,356.7	\$ 534.0	\$ 9,363.8
Segment operating earnings	504.3	29.4	38.7	48.8	27.0	648.2
Interest income						0.4
Interest expense						(23.4)
Earnings before income taxes						\$ 625.2

**Other Information:**

Goodwill	\$ 1,195.5	\$ 26.9	\$ 65.7	\$ 75.7	\$ 112.9	\$ 1,476.7
Other long-lived assets	333.2	17.6	47.0	200.3	321.3	919.4
Total assets	2,703.1	259.2	382.2	401.7	588.7	4,334.9
Income tax expense	195.0	6.1	8.3	4.1	8.9	222.4
Depreciation and amortization	98.8	3.5	8.8	24.3	21.2	156.6
Capital expenditures	\$ 76.9	\$ 4.4	\$ 12.8	\$ 20.2	\$ 58.9	\$ 173.2

As of and for the Fiscal Year Ended January 31, 2015	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,193.5	\$ 476.4	\$ 644.7	\$ 1,652.8	\$ 328.6	\$ 9,296.0
Segment operating earnings	483.2	28.3	38.0	35.9	32.9	618.3
Interest income						0.7
Interest expense						(10.7)
Earnings before income taxes						\$ 608.3

**Other Information:**

Goodwill	\$ 1,143.3	\$ 29.5	\$ 72.1	\$ 78.9	\$ 66.6	\$ 1,390.4
Other long-lived assets	328.6	18.4	46.4	214.1	185.9	793.4
Total assets	2,740.3	252.1	382.5	527.2	344.2	4,246.3
Income tax expense (benefit)	198.1	4.2	8.4	(6.7)	11.2	215.2
Depreciation and amortization	102.5	3.8	9.6	30.8	7.7	154.4
Capital expenditures	\$ 92.3	\$ 5.1	\$ 11.2	\$ 19.9	\$ 31.1	\$ 159.6

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As of and for the Fiscal Year Ended February 1, 2014	United States	Canada	Australia	Europe	Technology Brands	Consolidated
Net sales	\$ 6,160.4	\$ 468.8	\$ 613.7	\$ 1,733.8	\$ 62.8	\$ 9,039.5
Segment operating earnings (loss)	465.3	26.6	37.5	44.3	(0.2)	573.5
Interest income						0.9
Interest expense						(5.6)
Loss before income taxes						\$ 568.8
<b>Other Information:</b>						
Goodwill	\$ 1,143.3	\$ 33.8	\$ 81.3	\$ 94.2	\$ 62.1	\$ 1,414.7
Other long-lived assets	320.0	20.8	40.4	269.3	76.6	727.1
Total assets	2,320.7	228.7	389.2	972.2	180.6	4,091.4
Income tax expense	173.2	11.6	8.8	21.0	—	214.6
Depreciation and amortization	115.4	4.4	10.5	35.3	0.9	166.5
Capital expenditures	\$ 85.7	\$ 6.9	\$ 6.7	\$ 21.4	\$ 4.9	\$ 125.6

**18. Unaudited Quarterly Financial Information**

The following table sets forth certain unaudited quarterly consolidated statement of operations information for the fiscal years ended January 30, 2016 and January 31, 2015. The unaudited quarterly information includes all normal recurring adjustments that our management considers necessary for a fair presentation of the information shown.

	Fiscal Year Ended January 30, 2016				Fiscal Year Ended January 31, 2015			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter (1)	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter (1)
(Amounts in millions, except per share amounts)								
Net sales	\$ 2,060.6	\$ 1,761.9	\$ 2,016.3	\$ 3,525.0	\$ 1,996.3	\$ 1,731.4	\$ 2,092.2	\$ 3,476.1
Gross profit	639.0	580.5	655.6	1,043.2	626.4	550.9	622.2	976.4
Operating earnings	123.9	51.7	90.7	381.9	105.9	36.7	89.8	385.9
Net income	73.8	25.3	55.9	247.8	68.0	24.6	56.4	244.1
Basic net income per common share <sup>(2)</sup>	0.68	0.24	0.53	2.38	0.59	0.22	0.50	2.25
Diluted net income per common share <sup>(2)</sup>	0.68	0.24	0.53	2.36	0.59	0.22	0.50	2.23
Dividend declared per common share	0.36	0.36	0.36	0.36	0.33	0.33	0.33	0.33

The following footnotes are discussed as pretax expenses.

<sup>(1)</sup> The results of operations for the fourth quarter of the fiscal year ended January 30, 2016 include asset impairments of \$4.6 million. The results of operations for the fourth quarter of the fiscal year ended January 31, 2015 include asset impairments of \$2.2 million.

<sup>(2)</sup> The sum of the quarters may not necessarily be equal to the full year net income per common share amount.

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## EXHIBIT INDEX

Exhibit Number	Description	Previously Filed as an Exhibit to and Incorporated by Reference From	Date Filed
2.1	Agreement and Plan of Merger, dated as of April 17, 2005, among GameStop Corp. (f/k/a GSC Holdings Corp.), Electronics Boutique Holdings Corp., GameStop, Inc., GameStop Holdings Corp. (f/k/a GameStop Corp.), Cowboy Subsidiary LLC and Eagle Subsidiary LLC.	Current Report on Form 8-K	April 18, 2005
2.2	Sale and Purchase Agreement, dated September 30, 2008, between EB International Holdings, Inc. and L Capital, LV Capital, Europ@Web and other Micromania shareholders.	Current Report on Form 8-K	October 2, 2008
2.3	Amendment, dated November 17, 2008, to Sale and Purchase Agreement for Micromania Acquisition listed as Exhibit 2.2 above.	Current Report on Form 8-K	November 18, 2008
3.1	Third Amended and Restated Certificate of Incorporation.	Quarterly Report on Form 10-Q for the fiscal quarter ended August 3, 2013	September 11, 2013
3.2	Third Amended and Restated Bylaws.	Quarterly Report on Form 10-Q for the fiscal quarter ended August 3, 2013	September 11, 2013
4.1	Form of Indenture.	Registration Statement on Form S-3ASR	April 10, 2006
4.2	Indenture, dated as of September 24, 2014, by and among GameStop Corp. as Issuer, the Subsidiary Guarantors party thereto as Subsidiary Guarantors and U.S. Bank National Association as Trustee.	Current Report on Form 8-K	September 24, 2014
4.3	Form of 5.5% Senior Notes due 2019.	Current Report on Form 8-K	September 24, 2014
4.4	First Supplemental Indenture to the Indenture dated as of September 24, 2014, dated as of March 7, 2016, by and among GameStop Corp., the guarantors named therein and U.S. Bank National	Current Report on Form 8-K	March 9, 2016
4.5	Indenture, dated as of March 9 2016, by and among GameStop Corp. as Issuer, the Subsidiary Guarantors party thereto as Subsidiary	Current Report on Form 8-K	March 9, 2016
4.6	Form of 6.75% Senior Notes due 2021.	Current Report on Form 8-K	March 9, 2016
10.1*	Fourth Amended and Restated 2001 Incentive Plan.	Definitive Proxy Statement for 2009 Annual Meeting of Stockholders	May 22, 2009
10.2*	Amended and Restated 2011 Incentive Plan.	Current Report on Form 8-K	June 27, 2013
10.3*	Second Amended and Restated Supplemental Compensation Plan.	Definitive Proxy Statement for 2008 Annual Meeting of Stockholders	May 23, 2008
10.4*	Form of Option Agreement.	Annual Report on Form 10-K for the fiscal year ended January 29, 2005	April 11, 2005
10.5*	Form of Restricted Share Agreement.	Current Report on Form 8-K	March 9, 2015

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10.6*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Daniel A. DeMatteo.	Current Report on Form 8-K	May 13, 2013
10.7*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and J. Paul Raines.	Current Report on Form 8-K	May 13, 2013
10.8*	Executive Employment Agreement between GameStop Corp. and J. Paul Raines, as amended on November 13, 2013.	Current Report on Form 8-K	November 15, 2013
10.9*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Tony D. Bartel.	Current Report on Form 8-K	May 13, 2013
10.10*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Robert A. Lloyd.	Current Report on Form 8-K	May 13, 2013
10.11*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Michael K. Mauler.	Current Report on Form 8-K	May 13, 2013
10.12*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Michael P. Hogan.	Annual Report on Form 10-K for the fiscal year ended February 1, 2014	April 2, 2014
10.13*	Retirement Policy.	Current Report on Form 8-K	March 10, 2014
10.14	Guaranty, dated as of October 11, 2005, by GameStop Corp. (f/k/a GSC Holdings Corp.) and certain subsidiaries of GameStop Corp. in favor of the agents and lenders.	Current Report on Form 8-K	October 12, 2005
10.15	Mortgage, Security Agreement, and Assignment and Deeds of Trust, dated October 11, 2005, between GameStop of Texas, L.P. and Bank of America, N.A., as Collateral Agent.	Current Report on Form 8-K	October 12, 2005
10.16	Mortgage, Security Agreement, and Assignment and Deeds of Trust, dated October 11, 2005, between Electronics Boutique of America, Inc. and Bank of America, N.A., as Collateral Agent.	Current Report on Form 8-K	October 12, 2005
10.17	Second Amended and Restated Credit Agreement, dated as of March 25, 2014, by and among GameStop Corp., certain subsidiaries of GameStop Corp., Bank of America, N.A. and the other lending institutions listed therein, Bank of America, N.A., as Issuing Bank, Bank of America, N.A., as Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and Wells Fargo Bank, National Association, U.S. Bank National Association, and Regions Bank as Co-Documentation Agents and Merrill Lynch, Pierce, Jenner & Smith Incorporated as sole lead arranger and bookrunner.	Current Report on Form 8-K	March 28, 2014
10.18	Second Amended and Restated Security Agreement, dated as of March 25, 2014.	Current Report on Form 8-K	March 28, 2014
10.19	Second Amended and Restated Patent and Trademark Security Agreement, dated as of March 25, 2014.	Current Report on Form 8-K	March 28, 2014
10.20	Second Amended and Restated Pledge Agreement, dated as of March 25, 2014.	Current Report on Form 8-K	March 28, 2014

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10.21	First Amendment to Second Amended and Restated Credit Agreement dated as of September 15, 2014, by and among GameStop Corp., the Borrowers party thereto, the Lenders party thereto and Bank of America, N.A.	Current Report on Form 8-K	September 16, 2014
10.22*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Michael T. Buskey.	Filed herewith.	
10.23*	Executive Employment Agreement, dated as of May 10, 2013, between GameStop Corp. and Troy W. Crawford.	Filed herewith.	
21.1	Subsidiaries.	Filed herewith.	
23.1	Consent of Deloitte & Touche LLP.	Filed herewith.	
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.	
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.	
32.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.	
32.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.	
101.INS	XBRL Instance Document.	Submitted electronically herewith.	
101.SCH	XBRL Taxonomy Extension Schema.	Submitted electronically herewith.	
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.	Submitted electronically herewith.	
101.DEF	XBRL Taxonomy Extension Definition Linkbase.	Submitted electronically herewith.	
101.LAB	XBRL Taxonomy Extension Label Linkbase.	Submitted electronically herewith.	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.	Submitted electronically herewith.	

\* This exhibit is a management or compensatory contract.

**EXECUTIVE EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) entered into between Michael T. Buskey (“Executive”) and GameStop Corp. (the “Company”), collectively referred to as the “Parties,” on May 13, 2013.

The Parties hereby agree as follows:

1. **Executive’s Position/Duties.** Executive will continue to be employed by the Company as its Senior Vice President – Human Resources, and shall have all of the duties and responsibilities of that position. Executive agrees to dedicate all of his working time (during normal working hours other than during excused absences such as for illness or vacation), skill and attention to the business of the Company, agrees to remain loyal to the Company, and not to engage in any conduct that creates a conflict of interest to, or damages the reputation of, the Company. Executive shall be subject to and abide by all policies promulgated by the Company from time to time, including the Company’s Anti-Hedging Policy, Claw-back Policy and Code of Ethics.

2. **At-Will Nature of Employment.** Executive’s employment under this Agreement will be “at will” and therefore may be terminated by either party at any time in accordance with Sections 4 and 5, below.

3. **Compensation.**

(a) **Base Salary.** The Company shall provide Executive with an annual base salary of no less than \$400,000, paid in accordance with the Company’s normal payroll policies (as adjusted from time to time, the “Base Salary”).

(b) **Annual Bonus Opportunity.** Each year, Executive will have a reasonable opportunity to earn an annual cash bonus of 50% of Base Salary (as adjusted from time to time, the “Target Amount”) based on the achievement of one or more targets set by the Board of Directors of the Company or its Compensation Committee (the “Board”).

(c) **Future Compensation Adjustments.** At or about the same time that compensation adjustments are considered for senior executives generally (and, in any case, not less frequently than annually), the Board will review and may increase Executive’s Base Salary and will consider the issuance to Executive of additional long term incentive awards.

(d) **Benefits.** Executive shall be entitled to all benefits, including, but not limited to, insurance programs, vacation, sick leave and 401(k) benefits, as afforded other management personnel or as determined by the Board.

(e) **Expenses.** The Company shall reimburse Executive for reasonable expenses incurred in the performance of his duties and services hereunder and in furtherance of the business of the Company, in accordance with the policies and procedures established by the Company. No expenses incurred after the cessation of Executive’s employment shall be subject to reimbursement.

4. **Termination of Employment.** Upon termination of Executive’s employment with the Company for any reason, unless otherwise requested by the Board, Executive will resign from all officer and director positions with the Company and its affiliates. Executive’s employment with the Company may be terminated as follows:

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(a) **Death.** In the event of Executive's death, Executive's employment will be terminated immediately.

(b) **Disability.** In the event of Executive's Disability, as defined below, Executive's employment will be terminated immediately. "Disability" shall mean a written determination by a physician mutually agreeable to the Company and Executive (or, in the event of Executive's total physical or mental disability, Executive's legal representative) that Executive is physically or mentally unable to perform his duties under this Agreement and that such disability can reasonably be expected to continue for a period of six consecutive months or for shorter periods aggregating 180 days in any 12-month period.

(c) **Termination by the Company for Cause.** The Company shall be entitled to terminate Executive's employment at any time if it has "Cause," which shall mean any of the following: (i) conviction of, or plea of nolo contendere to, a felony or any crime involving fraud or dishonesty; (ii) willful misconduct, whether or not in the course of service, that results (or that, if publicized, would be reasonably likely to result) in material and demonstrable damage to the business or reputation of the Company; (iii) material breach by Executive of any agreement with, policy of or duty owed to the Company or any of its subsidiaries; or (iv) willful refusal by Executive to perform his duties to the Company or the lawful direction of his or her supervisor that is not the result of a Disability; provided, however, an act or omission described in clause (iii) or (iv) will only constitute "Cause" if (A) it is not curable, in the good faith sole discretion of the Board or its delegate, or (B) it is curable in the good faith sole discretion of the Board or its delegate, but is not cured to the reasonable satisfaction of the Board or its delegate within 30 days following written notice thereof to Executive by the Company (such notice to state with specificity the nature of the breach or willful refusal).

(d) **Without Cause.** Either the Company or Executive may terminate Executive's employment at any time without cause upon written notice.

(e) **Termination by Executive with Good Reason.** Executive shall be entitled to terminate his employment within 12 months after any of the following events (each of which shall constitute "Good Reason"):

- (i) a material diminution in Executive's Base Salary or the Target Amount of Executive's annual bonus opportunity;
- (ii) a material diminution in Executive's authority, duties, or responsibilities;
- (iii) the Company relocates Executive's principal worksite outside of the Dallas/Ft. Worth metropolitan area; or
- (iv) in the event of a sale of substantially all the business and assets of the Company, a failure of the Company to assign, or a refusal of the principal purchaser of assets to assume, the Company's then continuing obligations under this Agreement.

Notwithstanding the foregoing, Executive shall notify Company in writing if he believes Good Reason exists. Such notice shall set forth in reasonable detail why Executive believes Good Reason exists and shall be provided to the Company within a period not to exceed 90 days of the initial existence of the condition alleged to give rise to Good Reason, upon the notice of which the Company shall have a period of 30 days during which it may remedy the condition.

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## **5. Compensation and Benefits Upon Termination.**

(a) If Executive's employment is terminated by reason of death or Disability, the Company shall pay Executive's Base Salary, at the rate then in effect, in accordance with the payroll policies of the Company, through the date of such termination (in the event of Executive's death, the payments will be made to Executive's beneficiaries or legal representatives) and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in Sections 5(d) or (e) below or an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(b) If Executive's employment is terminated by Executive without Good Reason; or by the Company for Cause, the Company will pay to Executive all Base Salary, at the rate then in effect, through the date of Executive's termination of active employment and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(c) If Executive terminates his employment for Good Reason or the Company terminates Executive's employment without Cause, the Company will pay to Executive all amounts otherwise payable under this Agreement, at the rate then in effect, through the date of Executive's termination, and the following paragraphs shall apply:

(i) *Severance and Payment Form.* The Company will pay severance to Executive equal to (A) two, multiplied by (B) the sum of (1) Base Salary, plus (2) the Target Amount. Such amount will be paid to Executive in a lump sum. The foregoing notwithstanding, if such termination occurs within 18 months following a "change in control event" (as defined in Treas. Reg. § 1.409A-3(i)(5)(i) or any successor provision), then the word "two" in Section 5(c)(i)(A) will be replaced with "two and one-half."

(ii) *Medical Benefits.* Upon Executive's termination, Executive will be eligible to elect individual and dependent continuation group health and (if applicable) dental coverage, as provided under Section 4980B(f) of the Internal Revenue Code ("COBRA"), for the maximum COBRA coverage period available, subject to all conditions and limitations (including payment of premiums and cancellation of coverage upon obtaining duplicate coverage or Medicare entitlement). If Executive or one or more of Executive's covered dependents is eligible for and elects COBRA coverage, then the Company shall pay the full cost of the COBRA coverage for the 18 month period following Executive's termination date. Executive (or dependents, as applicable) shall be responsible for paying the full cost of the COBRA coverage (including the two percentage administrative charge) after the earlier of (A) the expiration of 18 months following Executive's termination date, or (B) eligibility for coverage under another employer's medical plan.

(iii) *Vacation.* Executive shall be entitled to a payment attributable to Base Salary, at the rate then in effect, for unused vacation accrued.

(iv) *Service-Based Vesting Conditions.* All service-based vesting conditions applicable to equity awards held by Executive immediately prior to such termination will then be deemed satisfied (to the extent not already satisfied).

(v) *Performance-Based Equity Awards.* With respect to each performance-vested equity award held by Executive immediately prior to such termination and for which the performance period

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is not then complete, such award will remain outstanding and will vest, if at all, based on actual performance through the end of the applicable performance period.

(d) If Executive's employment ceases due to his death:

(i) all service-based vesting conditions applicable to equity awards held by Executive immediately prior to such cessation will then be deemed satisfied (to the extent not already satisfied);

(ii) with respect to each performance-vested equity award held by Executive immediately prior to such cessation and for which the performance period is not then complete, such award will then vest at the target level; and

(iii) the post-termination exercise period of all vested stock options held by Executive (determined after giving effect to Sections 5(d)(i) and (ii), above) will extend until the earliest of (A) one year following the cessation of employment, (B) the expiration of the full option term, or (C) any accelerated expiration date contemplated by the applicable equity plan or award agreement (such as in connection with a change in control).

(e) If Executive's employment is terminated by the Company due to a Disability:

(i) all service-based vesting conditions applicable to equity awards held by Executive immediately prior to such termination will then be deemed satisfied (to the extent not already satisfied).

(ii) with respect to each performance-vested equity award held by Executive immediately prior to such termination and for which the performance period is not then complete, such award will remain outstanding and will vest, if at all, based on actual performance through the end of the applicable performance period; and

(iii) the post-termination exercise period of all vested stock options held by Executive (determined after giving effect to Sections 5(e)(i) and (ii), above) will extend until the earliest of (A) one year following the termination of employment, (B) the expiration of the full option term, or (C) any accelerated expiration date contemplated by the applicable equity plan or award agreement (such as in connection with a change in control or in the event of prohibited competition).

(f) Notwithstanding anything to the contrary contained herein, if any amount payable to Executive by the Company or any of its affiliates (whether under the Agreement or otherwise) (i) constitutes a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code (the "Code"), and (ii) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such payment(s) shall be either (A) delivered in full, or (B) delivered to such lesser extent as would result in no portion of such payment(s) benefits being subject to the Excise Tax, whichever of the foregoing amounts (taking into account applicable federal, state and local income taxes and the Excise Tax) results in the receipt by Executive of the greatest amount on an after-tax basis. To the extent a reduction in payments is required, later payments will be reduced before otherwise equal earlier payments.

**6. Release.** The payments, rights and benefits described in Sections 5(c) and (e) are conditioned on Executive's execution and delivery to the Company of a general release of claims against the Company and its affiliates in such form as the Company may reasonably require (the "Release") and on such Release becoming irrevocable within 60 days following Executive's termination of employment. Subject to Section 7, the payments described in Sections 5(c)(i) and (iii) will be paid or commence to be paid as soon as practicable after the Release becomes irrevocable, provided, however, that if the 60 day period following Executive's termination of employment spans two calendar years, then such payments will be paid or

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commence to be paid on the later of such Release becoming irrevocable or the start of that second calendar year.

#### **7. Compliance with Code Section 409A.**

(a) All provisions of this Agreement shall be interpreted in a manner consistent with Code Section 409A and the regulations and other guidance promulgated thereunder. Notwithstanding the preceding, the Company makes no representations concerning the tax consequences of Executive's participation in this Agreement under Code Section 409A or any other federal, state or local tax law. Executive's tax consequences will depend, in part, upon the application of relevant tax law, including Code Section 409A, to the relevant facts and circumstances.

(b) Notwithstanding any provision herein to the contrary, in the event that Executive is determined to be a specified employee within the meaning of Code Section 409A under the default provisions established thereunder, for purposes of any payment on termination of employment under this Agreement, payment(s) shall be made or begin, as applicable, on the first payroll date which is more than six months following the date of separation from service (or, if earlier, upon Executive's death), to the extent required to avoid any adverse tax consequences under Code Section 409A. This paragraph should not be construed to prevent the application of Treas. Reg. §§ 1.409A-1(b)(4) or -1(b)(9)(iii)(or any successor provisions) to amounts payable hereunder.

#### **8. Confidentiality/Settlement of Existing Rights.**

(a) In order to induce Executive to enter into this Agreement, and in order to enable Executive to provide services on behalf of the Company, the Company will provide Executive with access to certain trade secrets and confidential or proprietary information belonging to the Company, which may include, but is not limited to, the identities, customs, and preferences of the Company's existing and prospective clients, customers, tenants or vendors; the identities and skills of the Company's employees; the Company's methods, procedures, analytical techniques, and models used in providing products and services, and in pricing or estimating the cost of such products and services; the Company's financial data, business and marketing plans, projections and strategies; customer lists and data; tenant lists and data, vendor lists and data; training manuals, policy manuals, and quality control manuals; software programs and information systems; and other information relating to the development, marketing, and provision of the Company's products, services, and systems (i.e., "Confidential Information"). Executive acknowledges that this Confidential Information constitutes valuable, special and unique property of the Company.

(b) Executive agrees that, except as may be necessary in the ordinary course of performing his duties under this Agreement, Executive shall not, without prior express written consent of the Company (i) use such Confidential Information for Executive's own benefit or for the benefit of another; or (ii) disclose, directly or indirectly, such Confidential Information to any person, firm, corporation, partnership, association, or other entity (except for authorized personnel of the Company) at any time prior or subsequent to the termination or expiration of this Agreement.

(c) By this Agreement, the Company is providing Executive with rights that Executive did not previously have. In exchange for the foregoing and the additional terms agreed to in this Agreement, Executive agrees that all Company Proprietary and Confidential Information learned or developed by Executive during past employment with the Company and all goodwill developed with the Company's clients, customers and other business contacts by Executive during past employment with the Company is now the exclusive property of the Company, and will be used only for the benefit of the Company, whether previously so agreed or not. Executive expressly waives and releases any claim or allegation that he should be able to use client and

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customer goodwill, specialized Company training, or Confidential Information, that was previously received or developed by Executive while working for the Company for the benefit of any competing person or entity.

**9. Return of Company Property.** Executive acknowledges that all memoranda, notes, correspondence, databases, discs, records, reports, manuals, books, papers, letters, CD Roms, keys, passwords and access codes, client/customer/vendor/supplier profile data, contracts, orders, and lists, software programs, information and records, and other documentation (whether in draft or final form) relating to the Company's business, and any and all other documents containing Confidential Information furnished to Executive by any representative of the Company or otherwise acquired or developed by him in connection with his association with the Company (collectively, "*Recipient Materials*") shall at all times be the property of the Company. Within twenty-four (24) hours of the termination of his relationship with the Company, Executive promises to return to the Company any Recipient Materials that are in his possession, custody or control, regardless of whether such Materials are located in Executive's office, automobile, or home or on Executive's business or personal computers. Executive also shall authorize and permit the Company to inspect all computer drives used or maintained by Executive during his employment or consulting at the Company and, if necessary, to permit the Company to delete any Recipient Materials or Proprietary Information contained on such drives.

**10. Protective Covenants.** Executive agrees that the following covenants are reasonable and necessary agreements for the protection of the business interests covered in the fully enforceable, ancillary agreements set forth in this Agreement:

(a) **Definitions.** "Competing Business" means any person or entity that provides services or products that would compete with or displace any services or products sold or being developed for sale by the Company during Executive's employment, or engages in any other activities so similar in nature or purpose to those of the Company that they would displace business opportunities or customers of the Company, including, without limitation, Best Buy Co., Inc., Wal-Mart Stores, Inc., Amazon.com, Inc. and Target Corporation and any of their respective subsidiaries.

(b) **Recordkeeping and Handling of Covered Items.** Executive agrees to keep and maintain current written records of all customer contacts, inventions, enhancement, and plans he develops regarding matters that are within the scope of the Company's business operations or that relate to research and development on behalf of the Company, and agrees to maintain any records necessary to inform the Company of such business opportunities. All Company Information and other Company documents and materials maintained or entrusted to Executive shall remain the exclusive property of the Company at all times; such materials shall, together with all copies thereof, be returned and delivered to the Company by Executive immediately without demand, upon termination of Executive's relationship with the Company, and shall be returned at a prior time if the Company so demands.

(c) **No Interference with Employee/Independent Contractor Relationships.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not, either directly or indirectly, participate in recruiting or hiring away any employees or independent contractors of the Company, or encourage or induce any employees, agents, independent contractors or investors of the Company to terminate their relationship with the Company, unless given the prior written consent of the Board to do so.

(d) **No Interference with Client/Customer Relationships.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not induce or attempt to induce any client or customer of the Company to diminish, curtail, divert, or cancel its business relationship with the

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Company. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities.

(e) **No Unfair Competition.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not participate in, work for, or assist a Competing Business in any capacity (as owner, employee, consultant, contractor, officer, director, lender, investor, agent, or otherwise), unless given the prior written consent of the Board to do so. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities. This paragraph creates a narrowly tailored advance approval requirement in order to avoid unfair competition and irreparable harm to the Company and is not intended or to be construed as a general restraint from engaging in a lawful profession or a general covenant against competition, and is ancillary to the Company's agreement contained herein to employ Executive hereunder. Nothing herein will prohibit ownership of less than 5% of the publicly traded capital stock of a corporation so long as this is not a controlling interest, or ownership of mutual fund investments. Executive acknowledges and agrees that this subsection (e) is reasonable and necessary to protect the trade secrets, confidential information and goodwill of the Company.

(f) **Remedies.** In the event of breach or threatened breach by Executive of any provision of Section 10 hereof, the Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (ii) recovery of all attorneys' fees and costs incurred by the Company in obtaining such relief; and (iii) any other legal and equitable relief to which may be entitled, including, without limitation, any and all monetary damages that the Company may incur as a result of said breach or threatened breach, in each case without the necessity of posting any bond. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order as to any breach, violation, or threatened breach or violation, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy.

(g) **Early Resolution Conference.** This Agreement is understood to be clear and enforceable as written and is executed by both parties on that basis. However, should Executive later challenge any provision as unclear, unenforceable or inapplicable to any competitive activity that Executive intends to engage in, Executive will first notify the Company in writing and meet with a Company representative and a neutral mediator (if the Company elects to retain one at its expense) to discuss resolution of any disputes between the parties. Executive will provide this notification at least fourteen (14) days before Executive engages in any activity on behalf of a Competing Business or engages in other activity that could foreseeably fall within a questioned restriction. The failure to comply with this requirement shall waive Executive's right to challenge the reasonable scope, clarity, applicability, or enforceability of the Agreement and its restrictions at a later time. All rights of both parties will be preserved if the Early Resolution Conference requirement is complied with even if no agreement is reached in the conference.

**11. Assignment.** In the event of a sale of substantially all the business and assets of the Company, the Company will assign, and will cause the principal purchaser of such assets to assume, the Company's then continuing obligations under this Agreement. Executive's obligations under this Agreement are personal in nature and may not be assigned by Executive to another Person.

**12. Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in a receptacle maintained by the United States Postal Service for such purpose, postage prepaid, by certified mail, return receipt requested, or by express mail or overnight courier, addressed to: (a) in the case of Executive, to his or her most recent address contained in the Company's personnel files, or (b) in the case

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of the Company, to its headquarters location, c/o its General Counsel. Either party may designate a different address by providing written notice of a new address to the other party.

**13. Severability.** If any provision contained in this Agreement is determined to be void, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. In making any such determination, the determining court shall deem any such provision to be modified so as to give it the maximum effect permitted by applicable law.

**14. Waiver, Construction and Modification.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement may not be modified, altered or amended except by written agreement of all the parties hereto.

**15. Governing Law and Venue.** It is the intention of the parties that the laws of the State of Texas should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto without regard to any contrary conflicts of laws principles. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive has or will have regular contact with Texas in the performance of this Agreement. The agreed upon venue and personal jurisdiction for the parties on any claims or disputes under this Agreement is Dallas County, Texas.

**16. Representation of Executive.** Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that would prevent him from accepting, retaining and/or engaging in full employment with the Company, or which Executive could violate in the ordinary course of his duties for the Company. Further, Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that are inconsistent with those contained in this Agreement, and that he will not use, disclose, or otherwise rely upon any confidential information or trade secrets derived from any previous employment, if Executive has any, in the performance of his duties on behalf of the Company. Further, Executive acknowledges that he has read and is fully familiar with the terms of this Agreement, has had a reasonable opportunity to consider this Agreement and to seek legal counsel, and after such review, Executive stipulates that the promises made by him in this Agreement are not greater than necessary for the protection of the Company's good will and other legitimate business interests and do not create undue hardship for Executive or the public.

**17. Withholding Taxes.** The Company may withhold from any and all amounts payable under this Agreement such federal, state, local and any other applicable taxes as the Company determines in its sole discretion are required to be withheld pursuant to any applicable law or regulation.

**18. Complete Agreement.** Except for the existing Stock Option Agreements and Restricted Stock Agreements between the Company and Executive, which, subject to the provisions of Sections 5(c), (d) and (e) hereof, shall continue in full force and effect, this Agreement contains the complete agreement and understanding concerning the employment arrangement between the parties and will supersede all other agreements, understandings or commitments between the parties as to such subject matter. However, for avoidance of doubt, each equity award issued by the Company is subject to the terms of any plan under which it was issued (each, as amended from time to time, an "Applicable Plan") and, in the event of any conflict between this Agreement and an Applicable Plan, the Applicable Plan will govern. The parties agree that neither of them has made any representations concerning the subject matter of this Agreement except such representations as are specifically set forth herein. The parties agree that, except as specifically contemplated by this Agreement, this Agreement supersedes any other agreement, plan or arrangement that may now exist that may otherwise apply to or include Executive regarding employment, severance or retention benefits,

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that any such agreements, plans or arrangements are hereby terminated with respect to Executive and that none of the Company nor any affiliate of the Company will have any liability or obligation to Executive, his heirs, successors or beneficiaries with respect to the existence or termination of any such agreements, plans or arrangements, notwithstanding the terms of any of them.

**19. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Company, its successors, legal representatives and assigns, and upon Executive, his heirs, executors, administrators and representatives.

**20. Captions.** The Section and other headings used in this Agreement are for the convenience of the parties only, are not substantive and shall not affect the meaning or interpretation of any provision of this Agreement.

**21. Counterparts.** This Agreement may be signed in counterparts, which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties agree to each of the foregoing terms on the first date above written.

MICHAEL T. BUSKEY

/s/ Michael T. Buskey

GAMESTOP CORP.

By: /s/ J. Paul Raines

Name: J. Paul Raines

Title: CEO

**EXECUTIVE EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) entered into between Troy W. Crawford (“Executive”) and GameStop Corp. (the “Company”), collectively referred to as the “Parties,” on May 13, 2013.

The Parties hereby agree as follows:

**1. Executive’s Position/Duties.** Executive will continue to be employed by the Company as its Senior Vice President – Chief Accounting Officer, and shall have all of the duties and responsibilities of that position. Executive agrees to dedicate all of his working time (during normal working hours other than during excused absences such as for illness or vacation), skill and attention to the business of the Company, agrees to remain loyal to the Company, and not to engage in any conduct that creates a conflict of interest to, or damages the reputation of, the Company. Executive shall be subject to and abide by all policies promulgated by the Company from time to time, including the Company’s Anti-Hedging Policy, Claw-back Policy and Code of Ethics.

**2. At-Will Nature of Employment.** Executive’s employment under this Agreement will be “at will” and therefore may be terminated by either party at any time in accordance with Sections 4 and 5, below.

**3. Compensation.**

(a) **Base Salary.** The Company shall provide Executive with an annual base salary of no less than \$370,000, paid in accordance with the Company’s normal payroll policies (as adjusted from time to time, the “Base Salary”).

(b) **Annual Bonus Opportunity.** Each year, Executive will have a reasonable opportunity to earn an annual cash bonus of 50% of Base Salary (as adjusted from time to time, the “Target Amount”) based on the achievement of one or more targets set by the Board of Directors of the Company or its Compensation Committee (the “Board”).

(c) **Future Compensation Adjustments.** At or about the same time that compensation adjustments are considered for senior executives generally (and, in any case, not less frequently than annually), the Board will review and may increase Executive’s Base Salary and will consider the issuance to Executive of additional long term incentive awards.

(d) **Benefits.** Executive shall be entitled to all benefits, including, but not limited to, insurance programs, vacation, sick leave and 401(k) benefits, as afforded other management personnel or as determined by the Board.

(e) **Expenses.** The Company shall reimburse Executive for reasonable expenses incurred in the performance of his duties and services hereunder and in furtherance of the business of the Company, in accordance with the policies and procedures established by the Company. No expenses incurred after the cessation of Executive’s employment shall be subject to reimbursement.

**4. Termination of Employment.** Upon termination of Executive’s employment with the Company for any reason, unless otherwise requested by the Board, Executive will resign from all officer and director positions with the Company and its affiliates. Executive’s employment with the Company may be terminated as follows:

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(a) **Death.** In the event of Executive's death, Executive's employment will be terminated immediately.

(b) **Disability.** In the event of Executive's Disability, as defined below, Executive's employment will be terminated immediately. "Disability" shall mean a written determination by a physician mutually agreeable to the Company and Executive (or, in the event of Executive's total physical or mental disability, Executive's legal representative) that Executive is physically or mentally unable to perform his duties under this Agreement and that such disability can reasonably be expected to continue for a period of six consecutive months or for shorter periods aggregating 180 days in any 12-month period.

(c) **Termination by the Company for Cause.** The Company shall be entitled to terminate Executive's employment at any time if it has "Cause," which shall mean any of the following: (i) conviction of, or plea of nolo contendere to, a felony or any crime involving fraud or dishonesty; (ii) willful misconduct, whether or not in the course of service, that results (or that, if publicized, would be reasonably likely to result) in material and demonstrable damage to the business or reputation of the Company; (iii) material breach by Executive of any agreement with, policy of or duty owed to the Company or any of its subsidiaries; or (iv) willful refusal by Executive to perform his duties to the Company or the lawful direction of his or her supervisor that is not the result of a Disability; provided, however, an act or omission described in clause (iii) or (iv) will only constitute "Cause" if (A) it is not curable, in the good faith sole discretion of the Board or its delegate, or (B) it is curable in the good faith sole discretion of the Board or its delegate, but is not cured to the reasonable satisfaction of the Board or its delegate within 30 days following written notice thereof to Executive by the Company (such notice to state with specificity the nature of the breach or willful refusal).

(d) **Without Cause.** Either the Company or Executive may terminate Executive's employment at any time without cause upon written notice.

(e) **Termination by Executive with Good Reason.** Executive shall be entitled to terminate his employment within 12 months after any of the following events (each of which shall constitute "Good Reason"):

(i) a material diminution in Executive's Base Salary or the Target Amount of Executive's annual bonus opportunity;

(ii) a material diminution in Executive's authority, duties, or responsibilities;

(iii) the Company relocates Executive's principal worksite outside of the Dallas/Ft. Worth metropolitan area; or

(iv) in the event of a sale of substantially all the business and assets of the Company, a failure of the Company to assign, or a refusal of the principal purchaser of assets to assume, the Company's then continuing obligations under this Agreement.

Notwithstanding the foregoing, Executive shall notify Company in writing if he believes Good Reason exists. Such notice shall set forth in reasonable detail why Executive believes Good Reason exists and shall be provided to the Company within a period not to exceed 90 days of the initial existence of the condition alleged to give rise to Good Reason, upon the notice of which the Company shall have a period of 30 days during which it may remedy the condition.

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## **5. Compensation and Benefits Upon Termination.**

(a) If Executive's employment is terminated by reason of death or Disability, the Company shall pay Executive's Base Salary, at the rate then in effect, in accordance with the payroll policies of the Company, through the date of such termination (in the event of Executive's death, the payments will be made to Executive's beneficiaries or legal representatives) and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in Sections 5(d) or (e) below or an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(b) If Executive's employment is terminated by Executive without Good Reason; or by the Company for Cause, the Company will pay to Executive all Base Salary, at the rate then in effect, through the date of Executive's termination of active employment and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(c) If Executive terminates his employment for Good Reason or the Company terminates Executive's employment without Cause, the Company will pay to Executive all amounts otherwise payable under this Agreement, at the rate then in effect, through the date of Executive's termination, and the following paragraphs shall apply:

(i) *Severance and Payment Form.* The Company will pay severance to Executive equal to (A) two, multiplied by (B) the sum of (1) Base Salary, plus (2) the Target Amount. Such amount will be paid to Executive in a lump sum. The foregoing notwithstanding, if such termination occurs within 18 months following a "change in control event" (as defined in Treas. Reg. § 1.409A-3(i)(5)(i) or any successor provision), then the word "two" in Section 5(c)(i)(A) will be replaced with "two and one-half."

(ii) *Medical Benefits.* Upon Executive's termination, Executive will be eligible to elect individual and dependent continuation group health and (if applicable) dental coverage, as provided under Section 4980B(f) of the Internal Revenue Code ("COBRA"), for the maximum COBRA coverage period available, subject to all conditions and limitations (including payment of premiums and cancellation of coverage upon obtaining duplicate coverage or Medicare entitlement). If Executive or one or more of Executive's covered dependents is eligible for and elects COBRA coverage, then the Company shall pay the full cost of the COBRA coverage for the 18 month period following Executive's termination date. Executive (or dependents, as applicable) shall be responsible for paying the full cost of the COBRA coverage (including the two percentage administrative charge) after the earlier of (A) the expiration of 18 months following Executive's termination date, or (B) eligibility for coverage under another employer's medical plan.

(iii) *Vacation.* Executive shall be entitled to a payment attributable to Base Salary, at the rate then in effect, for unused vacation accrued.

(iv) *Service-Based Vesting Conditions.* All service-based vesting conditions applicable to equity awards held by Executive immediately prior to such termination will then be deemed satisfied (to the extent not already satisfied).

(v) *Performance-Based Equity Awards.* With respect to each performance-vested equity award held by Executive immediately prior to such termination and for which the performance period

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is not then complete, such award will remain outstanding and will vest, if at all, based on actual performance through the end of the applicable performance period.

(d) If Executive's employment ceases due to his death:

(i) all service-based vesting conditions applicable to equity awards held by Executive immediately prior to such cessation will then be deemed satisfied (to the extent not already satisfied);

(ii) with respect to each performance-vested equity award held by Executive immediately prior to such cessation and for which the performance period is not then complete, such award will then vest at the target level; and

(iii) the post-termination exercise period of all vested stock options held by Executive (determined after giving effect to Sections 5(d)(i) and (ii), above) will extend until the earliest of (A) one year following the cessation of employment, (B) the expiration of the full option term, or (C) any accelerated expiration date contemplated by the applicable equity plan or award agreement (such as in connection with a change in control).

(e) If Executive's employment is terminated by the Company due to a Disability:

(i) all service-based vesting conditions applicable to equity awards held by Executive immediately prior to such termination will then be deemed satisfied (to the extent not already satisfied).

(ii) with respect to each performance-vested equity award held by Executive immediately prior to such termination and for which the performance period is not then complete, such award will remain outstanding and will vest, if at all, based on actual performance through the end of the applicable performance period; and

(iii) the post-termination exercise period of all vested stock options held by Executive (determined after giving effect to Sections 5(e)(i) and (ii), above) will extend until the earliest of (A) one year following the termination of employment, (B) the expiration of the full option term, or (C) any accelerated expiration date contemplated by the applicable equity plan or award agreement (such as in connection with a change in control or in the event of prohibited competition).

(f) Notwithstanding anything to the contrary contained herein, if any amount payable to Executive by the Company or any of its affiliates (whether under the Agreement or otherwise) (i) constitutes a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code (the "Code"), and (ii) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such payment(s) shall be either (A) delivered in full, or (B) delivered to such lesser extent as would result in no portion of such payment(s) benefits being subject to the Excise Tax, whichever of the foregoing amounts (taking into account applicable federal, state and local income taxes and the Excise Tax) results in the receipt by Executive of the greatest amount on an after-tax basis. To the extent a reduction in payments is required, later payments will be reduced before otherwise equal earlier payments.

**6. Release.** The payments, rights and benefits described in Sections 5(c) and (e) are conditioned on Executive's execution and delivery to the Company of a general release of claims against the Company and its affiliates in such form as the Company may reasonably require (the "Release") and on such Release becoming irrevocable within 60 days following Executive's termination of employment. Subject to Section 7, the payments described in Sections 5(c)(i) and (iii) will be paid or commence to be paid as soon as practicable after the Release becomes irrevocable, provided, however, that if the 60 day period following Executive's termination of employment spans two calendar years, then such payments will be paid or

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commence to be paid on the later of such Release becoming irrevocable or the start of that second calendar year.

**7. Compliance with Code Section 409A.**

(a) All provisions of this Agreement shall be interpreted in a manner consistent with Code Section 409A and the regulations and other guidance promulgated thereunder. Notwithstanding the preceding, the Company makes no representations concerning the tax consequences of Executive's participation in this Agreement under Code Section 409A or any other federal, state or local tax law. Executive's tax consequences will depend, in part, upon the application of relevant tax law, including Code Section 409A, to the relevant facts and circumstances.

(b) Notwithstanding any provision herein to the contrary, in the event that Executive is determined to be a specified employee within the meaning of Code Section 409A under the default provisions established thereunder, for purposes of any payment on termination of employment under this Agreement, payment(s) shall be made or begin, as applicable, on the first payroll date which is more than six months following the date of separation from service (or, if earlier, upon Executive's death), to the extent required to avoid any adverse tax consequences under Code Section 409A. This paragraph should not be construed to prevent the application of Treas. Reg. §§ 1.409A-1(b)(4) or -1(b)(9)(iii)(or any successor provisions) to amounts payable hereunder.

**8. Confidentiality/Settlement of Existing Rights.**

(a) In order to induce Executive to enter into this Agreement, and in order to enable Executive to provide services on behalf of the Company, the Company will provide Executive with access to certain trade secrets and confidential or proprietary information belonging to the Company, which may include, but is not limited to, the identities, customs, and preferences of the Company's existing and prospective clients, customers, tenants or vendors; the identities and skills of the Company's employees; the Company's methods, procedures, analytical techniques, and models used in providing products and services, and in pricing or estimating the cost of such products and services; the Company's financial data, business and marketing plans, projections and strategies; customer lists and data; tenant lists and data, vendor lists and data; training manuals, policy manuals, and quality control manuals; software programs and information systems; and other information relating to the development, marketing, and provision of the Company's products, services, and systems (i.e., "Confidential Information"). Executive acknowledges that this Confidential Information constitutes valuable, special and unique property of the Company.

(b) Executive agrees that, except as may be necessary in the ordinary course of performing his duties under this Agreement, Executive shall not, without prior express written consent of the Company (i) use such Confidential Information for Executive's own benefit or for the benefit of another; or (ii) disclose, directly or indirectly, such Confidential Information to any person, firm, corporation, partnership, association, or other entity (except for authorized personnel of the Company) at any time prior or subsequent to the termination or expiration of this Agreement.

(c) By this Agreement, the Company is providing Executive with rights that Executive did not previously have. In exchange for the foregoing and the additional terms agreed to in this Agreement, Executive agrees that all Company Proprietary and Confidential Information learned or developed by Executive during past employment with the Company and all goodwill developed with the Company's clients, customers and other business contacts by Executive during past employment with the Company is now the exclusive property of the Company, and will be used only for the benefit of the Company, whether previously so agreed or not. Executive expressly waives and releases any claim or allegation that he should be able to use client and

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customer goodwill, specialized Company training, or Confidential Information, that was previously received or developed by Executive while working for the Company for the benefit of any competing person or entity.

**9. Return of Company Property.** Executive acknowledges that all memoranda, notes, correspondence, databases, discs, records, reports, manuals, books, papers, letters, CD Roms, keys, passwords and access codes, client/customer/vendor/supplier profile data, contracts, orders, and lists, software programs, information and records, and other documentation (whether in draft or final form) relating to the Company's business, and any and all other documents containing Confidential Information furnished to Executive by any representative of the Company or otherwise acquired or developed by him in connection with his association with the Company (collectively, "*Recipient Materials*") shall at all times be the property of the Company. Within twenty-four (24) hours of the termination of his relationship with the Company, Executive promises to return to the Company any Recipient Materials that are in his possession, custody or control, regardless of whether such Materials are located in Executive's office, automobile, or home or on Executive's business or personal computers. Executive also shall authorize and permit the Company to inspect all computer drives used or maintained by Executive during his employment or consulting at the Company and, if necessary, to permit the Company to delete any Recipient Materials or Proprietary Information contained on such drives.

**10. Protective Covenants.** Executive agrees that the following covenants are reasonable and necessary agreements for the protection of the business interests covered in the fully enforceable, ancillary agreements set forth in this Agreement:

(a) **Definitions.** "Competing Business" means any person or entity that provides services or products that would compete with or displace any services or products sold or being developed for sale by the Company during Executive's employment, or engages in any other activities so similar in nature or purpose to those of the Company that they would displace business opportunities or customers of the Company, including, without limitation, Best Buy Co., Inc., Wal-Mart Stores, Inc., Amazon.com, Inc. and Target Corporation and any of their respective subsidiaries.

(b) **Recordkeeping and Handling of Covered Items.** Executive agrees to keep and maintain current written records of all customer contacts, inventions, enhancement, and plans he develops regarding matters that are within the scope of the Company's business operations or that relate to research and development on behalf of the Company, and agrees to maintain any records necessary to inform the Company of such business opportunities. All Company Information and other Company documents and materials maintained or entrusted to Executive shall remain the exclusive property of the Company at all times; such materials shall, together with all copies thereof, be returned and delivered to the Company by Executive immediately without demand, upon termination of Executive's relationship with the Company, and shall be returned at a prior time if the Company so demands.

(c) **No Interference with Employee/Independent Contractor Relationships.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not, either directly or indirectly, participate in recruiting or hiring away any employees or independent contractors of the Company, or encourage or induce any employees, agents, independent contractors or investors of the Company to terminate their relationship with the Company, unless given the prior written consent of the Board to do so.

(d) **No Interference with Client/Customer Relationships.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not induce or attempt to induce any client or customer of the Company to diminish, curtail, divert, or cancel its business relationship with the

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Company. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities.

(e) **No Unfair Competition.** Executive agrees that until two years after Executive's employment with the Company ceases, Executive will not participate in, work for, or assist a Competing Business in any capacity (as owner, employee, consultant, contractor, officer, director, lender, investor, agent, or otherwise), unless given the prior written consent of the Board to do so. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities. This paragraph creates a narrowly tailored advance approval requirement in order to avoid unfair competition and irreparable harm to the Company and is not intended or to be construed as a general restraint from engaging in a lawful profession or a general covenant against competition, and is ancillary to the Company's agreement contained herein to employ Executive hereunder. Nothing herein will prohibit ownership of less than 5% of the publicly traded capital stock of a corporation so long as this is not a controlling interest, or ownership of mutual fund investments. Executive acknowledges and agrees that this subsection (e) is reasonable and necessary to protect the trade secrets, confidential information and goodwill of the Company.

(f) **Remedies.** In the event of breach or threatened breach by Executive of any provision of Section 10 hereof, the Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (ii) recovery of all attorneys' fees and costs incurred by the Company in obtaining such relief; and (iii) any other legal and equitable relief to which may be entitled, including, without limitation, any and all monetary damages that the Company may incur as a result of said breach or threatened breach, in each case without the necessity of posting any bond. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order as to any breach, violation, or threatened breach or violation, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy.

(g) **Early Resolution Conference.** This Agreement is understood to be clear and enforceable as written and is executed by both parties on that basis. However, should Executive later challenge any provision as unclear, unenforceable or inapplicable to any competitive activity that Executive intends to engage in, Executive will first notify the Company in writing and meet with a Company representative and a neutral mediator (if the Company elects to retain one at its expense) to discuss resolution of any disputes between the parties. Executive will provide this notification at least fourteen (14) days before Executive engages in any activity on behalf of a Competing Business or engages in other activity that could foreseeably fall within a questioned restriction. The failure to comply with this requirement shall waive Executive's right to challenge the reasonable scope, clarity, applicability, or enforceability of the Agreement and its restrictions at a later time. All rights of both parties will be preserved if the Early Resolution Conference requirement is complied with even if no agreement is reached in the conference.

**11. Assignment.** In the event of a sale of substantially all the business and assets of the Company, the Company will assign, and will cause the principal purchaser of such assets to assume, the Company's then continuing obligations under this Agreement. Executive's obligations under this Agreement are personal in nature and may not be assigned by Executive to another Person.

**12. Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in a receptacle maintained by the United States Postal Service for such purpose, postage prepaid, by certified mail, return receipt requested, or by express mail or overnight courier, addressed to: (a) in the case of Executive, to his or her most recent address contained in the Company's personnel files, or (b) in the case

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of the Company, to its headquarters location, c/o its General Counsel. Either party may designate a different address by providing written notice of a new address to the other party.

**13. Severability.** If any provision contained in this Agreement is determined to be void, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. In making any such determination, the determining court shall deem any such provision to be modified so as to give it the maximum effect permitted by applicable law.

**14. Waiver, Construction and Modification.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement may not be modified, altered or amended except by written agreement of all the parties hereto.

**15. Governing Law and Venue.** It is the intention of the parties that the laws of the State of Texas should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto without regard to any contrary conflicts of laws principles. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive has or will have regular contact with Texas in the performance of this Agreement. The agreed upon venue and personal jurisdiction for the parties on any claims or disputes under this Agreement is Dallas County, Texas.

**16. Representation of Executive.** Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that would prevent him from accepting, retaining and/or engaging in full employment with the Company, or which Executive could violate in the ordinary course of his duties for the Company. Further, Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that are inconsistent with those contained in this Agreement, and that he will not use, disclose, or otherwise rely upon any confidential information or trade secrets derived from any previous employment, if Executive has any, in the performance of his duties on behalf of the Company. Further, Executive acknowledges that he has read and is fully familiar with the terms of this Agreement, has had a reasonable opportunity to consider this Agreement and to seek legal counsel, and after such review, Executive stipulates that the promises made by him in this Agreement are not greater than necessary for the protection of the Company's good will and other legitimate business interests and do not create undue hardship for Executive or the public.

**17. Withholding Taxes.** The Company may withhold from any and all amounts payable under this Agreement such federal, state, local and any other applicable taxes as the Company determines in its sole discretion are required to be withheld pursuant to any applicable law or regulation.

**18. Complete Agreement.** Except for the existing Stock Option Agreements and Restricted Stock Agreements between the Company and Executive, which, subject to the provisions of Sections 5(c), (d) and (e) hereof, shall continue in full force and effect, this Agreement contains the complete agreement and understanding concerning the employment arrangement between the parties and will supersede all other agreements, understandings or commitments between the parties as to such subject matter. However, for avoidance of doubt, each equity award issued by the Company is subject to the terms of any plan under which it was issued (each, as amended from time to time, an "Applicable Plan") and, in the event of any conflict between this Agreement and an Applicable Plan, the Applicable Plan will govern. The parties agree that neither of them has made any representations concerning the subject matter of this Agreement except such representations as are specifically set forth herein. The parties agree that, except as specifically contemplated by this Agreement, this Agreement supersedes any other agreement, plan or arrangement that may now exist that may otherwise apply to or include Executive regarding employment, severance or retention benefits,

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that any such agreements, plans or arrangements are hereby terminated with respect to Executive and that none of the Company nor any affiliate of the Company will have any liability or obligation to Executive, his heirs, successors or beneficiaries with respect to the existence or termination of any such agreements, plans or arrangements, notwithstanding the terms of any of them.

**19. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Company, its successors, legal representatives and assigns, and upon Executive, his heirs, executors, administrators and representatives.

**20. Captions.** The Section and other headings used in this Agreement are for the convenience of the parties only, are not substantive and shall not affect the meaning or interpretation of any provision of this Agreement.

**21. Counterparts.** This Agreement may be signed in counterparts, which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties agree to each of the foregoing terms on the first date above written.

TROY W. CRAWFORD

/s/ Troy W. Crawford

GAMESTOP CORP.

By: /s/ J. Paul Raines

Name: J. Paul Raines

Title: CEO

**GAMESTOP CORP.****SUBSIDIARIES**

GameStop Finance S.à r.l., a Luxembourg company, is a wholly-owned subsidiary of GameStop Corp.

ELBO Inc., a Delaware corporation, is a wholly-owned subsidiary of GameStop Corp.

EB International Holdings, Inc., a Delaware corporation, is a wholly-owned subsidiary of ELBO, Inc.

Kongregate, Inc., a Delaware corporation, is a wholly-owned subsidiary of GameStop Corp.

Geeknet, Inc., a Delaware corporation, is a wholly-owned subsidiary of GameStop Corp.

Thinkgeek, Inc., a Delaware corporation, is a wholly-owned subsidiary of Geeknet, Inc.

Thinkgeek Solutions, Inc., a Delaware corporation, is a wholly-owned subsidiary of Geeknet, Inc.

V.A. Linux Belgium SPRL, a Belgian company, is a wholly-owned subsidiary of Geeknet, Inc.

GameStop, Inc., a Minnesota corporation, is a wholly-owned subsidiary of GameStop Corp.

Sunrise Publications, Inc., a Minnesota corporation, is a wholly-owned subsidiary of GameStop, Inc.

GameStop Texas Ltd., a Delaware corporation, is a wholly-owned subsidiary of GameStop, Inc.

SOCOM LLC, a Delaware limited liability company, is a wholly-owned subsidiary of GameStop Texas Ltd.

GS Mobile, Inc., a Delaware corporation, is a wholly-owned subsidiary of GameStop Corp.

Marketing Control Services, Inc., a Virginia corporation, is a wholly-owned subsidiary of GameStop Corp.

Simply Mac, Inc., a Utah corporation, is a wholly-owned subsidiary of GameStop Corp.

Spring Communications Holding, Inc., a Delaware corporation, is a wholly-owned subsidiary of GameStop Corp.

GameStop Group Limited, an Irish company, is a wholly-owned subsidiary of EB International Holdings, Inc.

GameStop Limited, an Irish company, is a wholly-owned subsidiary of GameStop Group Limited.

GameStop UK Limited, an England and Wales company, is a wholly-owned subsidiary of GameStop Group Limited.

GameStop Global Holdings S.à r.l., a Luxembourg company, is a wholly-owned subsidiary of EB International Holdings, Inc.

Electronics Boutique Australia Pty. Limited, an Australian company, is a wholly-owned subsidiary of EB International Holdings, Inc.

Electronics Boutique Canada Inc., a Canadian corporation, is a wholly-owned subsidiary of EB International Holdings, Inc.

Playjam Holdings Limited, an England and Wales company, is a 13.3% owned subsidiary of EB International Holdings, Inc.

GameStop Latin America Holdings, S.à r.l., a Luxembourg company, is a wholly-owned subsidiary of GameStop Global Holdings S.à r.l.

Latamel SL, a Spanish company, is a 50% owned joint venture of GameStop Latin America Holdings, S.à r.l.

GameStop Europe Holdings S.à r.l., a Luxembourg company, is a wholly-owned subsidiary of GameStop Global Holdings S.à r.l.

Micromania GameStop SAS, a French company, is a wholly-owned subsidiary of GameStop Global Holdings S.à r.l.

Micromania Group SAS, a French company, is a wholly-owned subsidiary of Micromania GameStop SAS.

Micromania SAS, a French company, is a wholly-owned subsidiary of Micromania Group SAS.

Dock Games SAS, a French company, is a wholly-owned subsidiary of Micromania Group SAS.

Game On Line SAS, a French company, is a wholly-owned subsidiary of Micromania Group SAS.

GameStop Europe Services Limited, an Irish company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Deutschland GmbH, a German company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Italy S.r.l., an Italian company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

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GameStop Denmark ApS, a Danish private company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Sweden AB, a Swedish company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Schweiz GmbH, a Swiss company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Austria GmbH, an Austrian company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Oy, a Finnish company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

GameStop Norway AS, a Norwegian private company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

Polarford Limited, an Irish company, is a wholly-owned subsidiary of GameStop Europe Holdings S.à r.l.

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-3 (Reg. No. 333-128960), Form S-8 (Reg. No. 333-82652), Form S-8 (Reg. No. 333-126154), Form S-8 (Reg. No. 333-144777), Form S-8 (Reg. No. 333-164697) and Form S-8 (Reg. No. 333-175900) of our reports dated March 28, 2016, relating to the consolidated financial statements and financial statement schedule of GameStop Corp. and subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to a change in the method of accounting for the classification of deferred tax assets and liabilities as of January 30, 2016 due to the adoption of Accounting Standards Update (ASU) 2015-17, *Balance Sheet Classification of Deferred Taxes*), and the effectiveness of GameStop Corp. and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of GameStop Corp. for the 52 week period ended January 30, 2016.

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/s/ DELOITTE & TOUCHE LLP

DELOITTE & TOUCHE LLP

Dallas, Texas  
March 28, 2016

**CERTIFICATION PURSUANT TO  
17 CFR 240.13a-14(a)/15d-14(a),  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, J. Paul Raines, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of GameStop Corp.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ J. Paul Raines

J. Paul Raines

*Chief Executive Officer*

*GameStop Corp.*

Date: March 28, 2016

**CERTIFICATION PURSUANT TO  
17 CFR 240.13a-14(a) /15d-14(a),  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert A. Lloyd, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of GameStop Corp.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Robert A. Lloyd

Robert A. Lloyd

*Executive Vice President and Chief Financial Officer  
GameStop Corp.*

Date: March 28, 2016

**CERTIFICATION PURSUANT TO  
RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934  
AND 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of GameStop Corp. (the "Company") on Form 10-K for the period ended January 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, J. Paul Raines, Chief Executive Officer of the Company, certify, to the best of my knowledge, pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Paul Raines

J. Paul Raines

*Chief Executive Officer*

*GameStop Corp.*

March 28, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO  
RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934  
AND 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of GameStop Corp. (the "Company") on Form 10-K for the period ended January 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert A. Lloyd, Executive Vice President and Chief Financial Officer of the Company, certify, to the best of my knowledge, pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert A. Lloyd

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Robert A. Lloyd  
*Executive Vice President and  
Chief Financial Officer  
GameStop Corp*

March 28, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

