UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Quarterly Period Ended April 29, 2017

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. 001-31463

DICK'S SPORTING GOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**16-1241537**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification No.)*

345 Court Street, Coraopolis, Pennsylvania 15108
(Address of Principal Executive Offices)

(724) 273-3400
(Registrant's Telephone Number, including Area Code)

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 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.

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐
(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of shares of common stock, par value $0.01 per share, and Class B common stock, par value $0.01 per share, outstanding as of May 19, 2017 , was 87,769,733 and 24,710,870 , respectively.

Table of Contents

INDEX TO FORM 10-Q

Table of Contents

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME - UNAUDITED
(Amounts in thousands, except per share data)

	13 Weeks Ended	
	April 29, 2017	**April 30, 2016**
Net sales	$ 1,825,252	$ 1,660,343
Cost of goods sold, including occupancy and distribution costs	1,283,387	1,164,546
GROSS PROFIT	541,865	495,797
Selling, general and administrative expenses	439,341	398,568
Pre-opening expenses	12,456	6,518
INCOME FROM OPERATIONS	90,068	90,711
Interest expense	1,264	1,131
Other income	(2,879)	(2,067)
INCOME BEFORE INCOME TAXES	91,683	91,647
Provision for income taxes	33,488	34,770
NET INCOME	$ 58,195	$ 56,877
EARNINGS PER COMMON SHARE:		
Basic	$ 0.53	$ 0.51
Diluted	$ 0.52	$ 0.50
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:		
Basic	110,441	112,105
Diluted	111,406	113,276
Cash dividend declared per share	$ 0.17000	$ 0.15125

See accompanying notes to unaudited consolidated financial statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME - UNAUDITED
(Dollars in thousands)

	13 Weeks Ended	
	April 29, 2017	**April 30, 2016**
NET INCOME	$ 58,195	$ 56,877
OTHER COMPREHENSIVE (LOSS) INCOME:		
Foreign currency translation adjustment, net of tax	(27)	92
TOTAL OTHER COMPREHENSIVE (LOSS) INCOME	(27)	92
COMPREHENSIVE INCOME	$ 58,168	$ 56,969

See accompanying notes to unaudited consolidated financial statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS - UNAUDITED
(Dollars in thousands)

	April 29, 2017	January 28, 2017	April 30, 2016
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 108,400	$ 164,777	$ 92,493
Accounts receivable, net	85,918	75,199	111,973
Income taxes receivable	2,046	2,307	2,787
Inventories, net	1,916,508	1,638,632	1,742,948
Prepaid expenses and other current assets	141,744	114,763	120,477
Total current assets	2,254,616	1,995,678	2,070,678
Property and equipment, net	1,568,523	1,522,574	1,406,471
Intangible assets, net	139,447	140,835	109,053
Goodwill	245,059	245,059	200,594
Other assets:			
Deferred income taxes	10,546	45,927	4,456
Other	114,533	108,223	87,115
Total other assets	125,079	154,150	91,571
TOTAL ASSETS	$ 4,332,724	$ 4,058,296	$ 3,878,367
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 930,291	$ 755,537	$ 778,977
Accrued expenses	356,478	384,210	328,177
Deferred revenue and other liabilities	183,949	203,788	162,365
Income taxes payable	43,117	53,234	13,201
Current portion of other long-term debt and leasing obligations	648	646	590
Total current liabilities	1,514,483	1,397,415	1,283,310
LONG-TERM LIABILITIES:			
Revolving credit borrowings	92,450	—	157,600
Other long-term debt and leasing obligations	4,520	4,679	5,180
Deferred income taxes	4,544	—	15,390
Deferred revenue and other liabilities	755,903	726,713	612,754
Total long-term liabilities	857,417	731,392	790,924
COMMITMENTS AND CONTINGENCIES			
STOCKHOLDERS' EQUITY:			
Common stock	858	856	870
Class B common stock	247	247	249
Additional paid-in capital	1,148,022	1,130,830	1,088,980
Retained earnings	1,993,426	1,956,066	1,776,782
Accumulated other comprehensive loss	(159)	(132)	(87)
Treasury stock, at cost	(1,181,570)	(1,158,378)	(1,062,661)
Total stockholders' equity	1,960,824	1,929,489	1,804,133
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 4,332,724	$ 4,058,296	$ 3,878,367

See accompanying notes to unaudited consolidated financial statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY - UNAUDITED
(Dollars in thousands)

	Common Stock		Class B Common Stock		Additional Paid-In	Retained	Accumulated Other Comprehensive	Treasury	
	Shares	Dollars	Shares	Dollars	Capital	Earnings	Loss	Stock	Total
BALANCE, January 28, 2017	85,619,878	$ 856	24,710,870	$ 247	$ 1,130,830	$ 1,956,066	$ (132)	$ (1,158,378)	$ 1,929,489
Adjustment for cumulative effect from change in accounting principle (ASU 2016-16)	—	—	—	—	—	(1,744)	—	—	(1,744)
Exercise of stock options	487,826	5	—	—	13,587	—	—	—	13,592
Restricted stock vested	329,408	3	—	—	(3)	—	—	—	—
Minimum tax withholding requirements	(112,803)	(1)	—	—	(5,539)	—	—	—	(5,540)
Net income	—	—	—	—	—	58,195	—	—	58,195
Stock-based compensation	—	—	—	—	9,147	—	—	—	9,147
Foreign currency translation adjustment, net of taxes of $16	—	—	—	—	—	—	(27)	—	(27)
Purchase of shares for treasury	(484,128)	(5)	—	—	—	—	—	(23,192)	(23,197)
Cash dividend declared	—	—	—	—	—	(19,091)	—	—	(19,091)
BALANCE, April 29, 2017	85,840,181	$ 858	24,710,870	$ 247	$ 1,148,022	$ 1,993,426	$ (159)	$ (1,181,570)	$ 1,960,824

See accompanying notes to unaudited consolidated financial statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED
(Dollars in thousands)

	13 Weeks Ended	
	April 29, 2017	April 30, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 58,195	$ 56,877
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	53,044	47,990
Deferred income taxes	39,925	10,645
Stock-based compensation	9,147	8,247
Other non-cash items	180	181
Changes in assets and liabilities:		
Accounts receivable	1,993	(19,514)
Inventories	(277,876)	(215,761)
Prepaid expenses and other assets	(26,662)	(20,012)
Accounts payable	209,201	145,651
Accrued expenses	(21,533)	10,838
Income taxes payable / receivable	(9,856)	(16,412)
Deferred construction allowances	25,117	16,202
Deferred revenue and other liabilities	(24,403)	(17,393)
Net cash provided by operating activities	36,472	7,539
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(113,892)	(88,834)
Deposits and purchases of other assets	(2,344)	(8)
Net cash used in investing activities	(116,236)	(88,842)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Revolving credit borrowings	645,200	609,100
Revolving credit repayments	(552,750)	(451,500)
Payments on other long-term debt and leasing obligations	(157)	(143)
Construction allowance receipts	—	—
Proceeds from exercise of stock options	13,592	15,743
Minimum tax withholding requirements	(5,540)	(6,281)
Cash paid for treasury stock	(23,197)	(50,000)
Cash dividend paid to stockholders	(19,287)	(17,613)
Decrease in bank overdraft	(34,447)	(44,538)
Net cash provided by financing activities	23,414	54,768
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(27)	92
NET DECREASE IN CASH AND CASH EQUIVALENTS	(56,377)	(26,443)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	164,777	118,936
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 108,400	$ 92,493
Supplemental disclosure of cash flow information:		
Accrued property and equipment	$ 57,834	$ 65,366
Cash paid for interest	$ 941	$ 825
Cash paid for income taxes	$ 3,948	$ 45,518

See accompanying notes to unaudited consolidated financial statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation

Dick's Sporting Goods, Inc. (together with its subsidiaries, referred to as "the Company", "we", "us" and "our" unless specified otherwise) is a leading omni-channel sporting goods retailer offering an extensive assortment of authentic, high-quality sports equipment, apparel, footwear and accessories through a blend of dedicated associates, in-store services and unique specialty shop-in-shops. The Company also owns and operates Golf Galaxy, Field & Stream and other specialty concept stores, and Dick's Team Sports HQ. The Company offers its products through a content-rich eCommerce platform that is integrated with its store network and provides customers with the convenience and expertise of a 24-hour storefront. When used in this Quarterly Report on Form 10-Q, unless the context otherwise requires or otherwise specifies, any reference to "year" is to the Company's fiscal year.

The accompanying unaudited consolidated financial statements have been prepared in accordance with the requirements for Quarterly Reports on Form 10-Q and do not include all the disclosures normally required in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The interim consolidated financial statements are unaudited and have been prepared on the same basis as the annual audited consolidated financial statements. In the opinion of management, such unaudited consolidated financial statements include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the interim financial information. This unaudited interim financial information should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended January 28, 2017 as filed with the Securities and Exchange Commission on March 24, 2017 . Operating results for the 13 weeks ended April 29, 2017 are not necessarily indicative of the results that may be expected for the fiscal year ending February 3, 2018 or any other period.

Recently Adopted Accounting Pronouncements

Income Taxes

In October 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-16, " *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory* ". This update requires the income tax consequences of intra-entity transfers of assets other than inventory to be recognized when the intra-entity transfer occurs rather than deferring recognition of income tax consequences until the transfer was made with an outside party. ASU 2016-16 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. Early application is permitted as of the beginning of the interim or annual reporting period. The Company elected to early adopt ASU 2016-16, with modified retrospective application, through a cumulative effect adjustment to retained earnings during the first quarter of fiscal 2017. Accordingly, $1.7 million was reclassified out of prepaid expenses and other current assets resulting in a cumulative effect adjustment of $1.7 million within fiscal 2017 retained earnings on the Company’s Consolidated Balance Sheets and Consolidated Statement of Changes In Stockholders' Equity.

Statement of Cash Flows

In August 2016, the FASB issued ASU 2016-15, " *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (a consensus of the Emerging Issues Task Force)* ". This update addresses eight specific cash flow topics with the objective of reducing the existing diversity in practice for certain aspects under Topic 230. ASU 2016-15 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. The Company elected to early adopt ASU 2016-15 during the first quarter of fiscal 2017. The adoption of this guidance did not have a significant impact on the Company's Consolidated Financial Statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Stock Compensation

In March 2016, the FASB issued ASU 2016-09, " *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* ". This update simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company adopted ASU 2016-09 during the first quarter of fiscal 2017, on a prospective basis, and recorded an excess tax benefit of $0.9 million as a reduction of income tax expense during the 13 weeks ended April 29, 2017. Additionally, the Company elected to account for forfeitures as an estimate of the number of awards that are expected to vest, which is consistent with our accounting policy prior to adoption of ASU 2016-09.

The Company adopted the provisions of ASU 2016-09 related to changes on the Consolidated Statements of Cash Flows on a retrospective basis. As a result, we no longer classify excess tax benefits as a financing activity, which increased net cash provided by operating activities and reduced net cash provided by financing activities by $7.7 million for the 13 weeks ended April 30, 2016. Additionally, employee taxes paid for shares withheld for income taxes are classified within financing activities on the Consolidated Statements of Cash Flows, which is consistent with the Company's treatment prior to the adoption of ASU 2016-09.

Measurement of Inventory

In July 2015, the FASB issued ASU 2015-11, " *Simplifying the Measurement of Inventory* ". This update requires an entity that determines the cost of inventory by methods other than last-in, first-out (LIFO) and the retail inventory method (RIM) to measure inventory at the lower of cost and net realizable value. ASU 2015-11 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company adopted ASU 2015-11 during the first quarter of fiscal 2017, with prospective application. The adoption of this guidance did not have a significant impact on the Company's Consolidated Financial Statements.

Recently Issued Accounting Pronouncements

Stock Compensation

In May 2017, the FASB issued ASU 2017-09, " *Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting* ". This update clarifies the changes to terms or conditions of a share-based payment award that require an entity to apply modification accounting. ASU 2017-09 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. Early application is permitted and prospective application is required. The Company does not expect that the adoption of this guidance will have a significant impact on the Company's Consolidated Financial Statements.

Intangibles - Goodwill and Other

In January 2017, the FASB issued ASU 2017-04, " *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test of Goodwill Impairment* ". This update modifies the concept of impairment and simplifies how an entity is required to test goodwill for impairment by eliminating Step 2 from the goodwill impairment test. ASU 2017-04 is effective for interim or annual goodwill impairment tests during fiscal years beginning after December 15, 2019. Early application is permitted and prospective application is required. The Company does not expect that the adoption of this guidance will have a significant impact on the Company's Consolidated Financial Statements.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Leases

In February 2016, the FASB issued ASU 2016-02, " *Leases (Topic 842)* ". This update requires an entity to recognize lease assets and lease liabilities on the balance sheet and to disclose key information about the entity's leasing arrangements. ASU 2016-02 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2018, with early application permitted. A modified retrospective approach is required. The Company is currently evaluating the impact of the adoption of ASU 2016-02 on the Company's Consolidated Financial Statements but anticipates that it will result in significant right of use assets and related liabilities as all of the Company's retail locations and the majority of our supply chain facilities are categorized as operating leases.

Contracts with Customers

In May 2014, the FASB issued ASU 2014-09, " *Revenue from Contracts with Customers* ". This update requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Additionally, the update (1) specifies the accounting for some costs to obtain or fulfill a contract with a customer and (2) expands disclosure requirements related to revenue and cash flows arising from contracts with customers. In August 2015, the FASB subsequently issued ASU 2015-14, " *Revenue from Contracts with Customers - Deferral of the Effective Date* ", which approved a one year deferral of ASU 2014-09 for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period.

In March 2016, April 2016, and December 2016, the FASB issued ASU 2016-08, " *Revenue from Contracts with Customers - Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* ", ASU 2016-10, " *Revenue from Contracts with Customers - Identifying Performance Obligations and Licensing* ", and ASU 2016-20, " *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers* ", respectively, which further clarify the guidance for those specific topics within ASU 2014-09. In May 2016, the FASB issued ASU 2016-12, " *Revenue from Contracts with Customers - Narrow Scope Improvements and Practical Expedients* ", to reduce the risk of diversity in practice for certain aspects in ASU 2014-09, including collectibility, noncash consideration, presentation of sales tax and transition. These updates permit the use of either the retrospective or cumulative effect transition method. Early application is permitted as of the original effective date for annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. These ASU's will most likely change the way the Company accounts for sales returns, our customer loyalty program, gift card breakage and certain other promotional programs. Based on current estimates, we do not expect the provisions of these ASU's to have a material impact on our consolidated financial statements. The Company is continuing to evaluate which transition approach it will utilize and the expected impact these standards will have on the Company's Consolidated Financial Statements upon adoption.

2. Store Closings

The calculation of accrued store closing and relocation reserves primarily includes future minimum lease payments, maintenance costs and taxes from the date of closure or relocation to the end of the remaining lease term, net of contractual or estimated sublease income. The liability is discounted using a credit-adjusted, risk-free rate of interest. The assumptions used in the calculation of the accrued store closing and relocation reserves are evaluated each quarter.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following table summarizes the activity in fiscal 2017 and 2016 (in thousands):

	13 Weeks Ended	
	April 29, 2017	April 30, 2016
Accrued store closing and relocation reserves, beginning of period	$ 17,531	$ 11,702
Expense charged to earnings	132	688
Cash payments	(2,686)	(1,407)
Interest accretion and other changes in assumptions	662	50
Accrued store closing and relocation reserves, end of period	15,639	11,033
Less: current portion of accrued store closing and relocation reserves	(7,206)	(4,383)
Long-term portion of accrued store closing and relocation reserves	$ 8,433	$ 6,650

3. Earnings Per Common Share

Basic earnings per common share is computed based on the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share is computed based on the weighted average number of shares of common stock outstanding, plus the effect of dilutive potential common shares outstanding during the period, using the treasury stock method. Dilutive potential common shares are stock-based awards, which include outstanding stock options, restricted stock and warrants.

The computations for basic and diluted earnings per common share are as follows (in thousands, except per share data):

	13 Weeks Ended	
	April 29, 2017	April 30, 2016
Net income	$ 58,195	$ 56,877
Weighted average common shares outstanding - basic	110,441	112,105
Dilutive effect of stock-based awards	965	1,171
Weighted average common shares outstanding - diluted	111,406	113,276
Earnings per common share - basic	$ 0.53	$ 0.51
Earnings per common share - diluted	$ 0.52	$ 0.50
Anti-dilutive stock-based awards excluded from diluted calculation	2,401	2,488

4. Fair Value Measurements

Accounting Standard Codification ("ASC") 820, " *Fair Value Measurement and Disclosures* ", outlines a valuation framework and creates a fair value hierarchy for assets and liabilities as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Assets measured at fair value on a recurring basis as of April 29, 2017 and January 28, 2017 are set forth in the table below (in thousands):

	Level 1	
Description	**April 29, 2017**	**January 28, 2017**
Assets:		
Deferred compensation plan assets held in trust [1]	$ 74,214	$ 64,512
Total assets	$ 74,214	$ 64,512

[1] Consists of investments in various mutual funds made by eligible individuals as part of the Company's deferred compensation plans.

The fair value of cash and cash equivalents, accounts receivable, accounts payable, revolving credit borrowings and certain other liabilities approximated book value due to the short-term nature of these instruments at both April 29, 2017 and January 28, 2017 .

The Company uses quoted prices in active markets to determine the fair value of the aforementioned assets determined to be Level 1 instruments. The Company's policy for recognition of transfers between levels of the fair value hierarchy is to recognize any transfer at the end of the fiscal quarter in which the determination to transfer was made. The Company did not transfer any assets or liabilities among the levels of the fair value hierarchy during the 13 weeks ended April 29, 2017 or the fiscal year ended January 28, 2017 . Additionally, the Company did not hold any Level 2 or Level 3 assets or liabilities during the 13 weeks ended April 29, 2017 or the fiscal year ended January 28, 2017 .

5. Income Taxes

The provision for income taxes differs from the amounts computed by applying the federal statutory rate as follows for the following periods:

	13 Weeks Ended	
	April 29, 2017	**April 30, 2016**
Federal statutory rate	35.0 %	35.0 %
State tax, net of federal benefit	3.1 %	3.6 %
Valuation allowance	0.1 %	— %
Stock-based compensation [1]	(1.0)%	— %
Other permanent items	(0.7)%	(0.7)%
Effective income tax rate	36.5 %	37.9 %

[1] Represents impact of ASU 2016-09. See Note 1.

6. Subsequent Event

On May 11, 2017 , the Company's Board of Directors authorized and declared a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock payable on June 30, 2017 to stockholders of record as of the close of business on June 9, 2017 .

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

We caution that any forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) contained in this Quarterly Report on Form 10-Q or made by our management involve risks and uncertainties and are subject to change based on various important factors, many of which may be beyond our control. Accordingly, our future performance and financial results may differ materially from those expressed or implied in any such forward-looking statements. Investors should not place undue reliance on forward-looking statements as a prediction of actual results. These statements can be identified as those that may predict, forecast, indicate or imply future results, performance or advancements and by forward-looking words such as *"believe", "anticipate", "expect", "estimate", "predict", "intend", "plan", "project", "goal", "will", "will be", "will continue", "will result", "could", "may", "might"* or any variations of such words or other words with similar meanings. Forward-looking statements address, among other things, our expectations, our growth strategies, including our plans to open new stores, the operation and continued development of our own eCommerce platform, and the enhancement of the Company's digital capabilities; our efforts to increase profit margins and return on invested capital; plans to grow our private brand business, projections of our future profitability; streamlining the Company's vendor base and implementing the Company's new merchandising strategy; the construction of a new distribution center; future results of operations; the effect of proposed changes in corporate income tax laws or tariffs; capital expenditures; plans to return capital to stockholders through dividends or share repurchases; and our future financial condition.

The following factors, among others, in some cases have affected and in the future could affect our financial performance and actual results, and could cause actual results for fiscal 2017 and beyond to differ materially from those expressed or implied in any forward-looking statements included in this Quarterly Report on Form 10-Q or otherwise made by our management:

- The dependence of our business on consumer discretionary spending;
- Intense competition in the sporting goods industry and in retail;
- Omni-channel growth and the continued transition to our eCommerce platform producing the anticipated benefits within the expected time-frame or at all;
- Our ability to predict or effectively react to changes in consumer demand or shopping patterns;
- Lack of available retail store sites on terms acceptable to us, rising real estate prices and other costs and risks relating to a brick and mortar retail store model;
- Unauthorized disclosure of sensitive or confidential customer information;
- Risks associated with our private brand offerings and new retail concept stores;
- Our ability to access adequate capital to operate and expand our business and to respond to changing business and economic conditions;
- Risks and costs relating to changing laws and regulations affecting our business, including consumer products, firearms and ammunition, data protection and privacy;
- Our relationships with our vendors or disruptions in our or our vendors' supply chains, which could be caused by foreign trade issues, currency exchange rate fluctuations, increasing prices for raw materials or foreign political instability;
- Litigation risks for which we may not have sufficient insurance or other coverage;
- Product costs being adversely affected by foreign trade issues, currency exchange rate fluctuations, increasing prices for raw materials, political instability or other reasons;
- Our ability to secure and protect our trademarks and other intellectual property and defend claims of intellectual property infringement;

- Disruption of or other problems with our information systems;
- Our ability to attract, train, engage and retain qualified leaders and associates and the loss of Mr. Edward Stack as our Chairman and Chief Executive Officer;
- Wage increases, which could adversely affect our financial results;
- Disruption at our distribution facilities or store support center;
- Performance of professional sports teams, professional team lockouts or strikes, retirement or scandal involving sports superstars;
- Weather-related disruptions and the seasonality of our business, as well as the current geographic concentration of Dick's Sporting Goods stores;
- Our pursuit of strategic investments or acquisitions, including the timing and costs of such investments and acquisitions and the integration of acquired businesses and / or companies being more difficult, time-consuming, or costly than expected;
- We are controlled by our Chairman and Chief Executive Officer and his relatives, whose interests may differ from those of our other stockholders;
- Our current anti-takeover provisions, which could prevent or delay a change in control of the Company; and
- Our current intention to issue quarterly cash dividends, and our repurchase activity, if any, pursuant to our share repurchase program.

The foregoing and additional risk factors are described in more detail in other reports or filings filed or furnished by us with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended January 28, 2017 , filed on March 24, 2017 . In addition, we operate in a highly competitive and rapidly changing environment; therefore, new risk factors can arise, and it is not possible for management to predict all such risk factors, nor to assess the impact of all such risk factors on our business or the extent to which any individual risk factor, or combination of risk factors, may cause results to differ materially from those contained in any forward-looking statement. The forward-looking statements included in this Quarterly Report on Form 10-Q are made as of this date. We do not assume any obligation and do not intend to update or revise any forward-looking statements whether as a result of new information, future developments or otherwise except as may be required by the securities laws.

OVERVIEW

The Company is a leading omni-channel sporting goods retailer offering an extensive assortment of authentic, high-quality sports equipment, apparel, footwear and accessories through a blend of dedicated associates, in-store services and unique specialty shop-in-shops. The Company also owns and operates Golf Galaxy, Field & Stream and other specialty concept stores, and Dick's Team Sports HQ, an all-in-one youth sports digital platform offering free league management services, mobile apps for scheduling, communications and live scorekeeping, custom uniforms and FanWear and access to donations and sponsorships. The Company offers its products through a content-rich eCommerce platform that is integrated with its store network and provides customers with the convenience and expertise of a 24-hour storefront. When used in this Quarterly Report on Form 10-Q, unless the context otherwise requires or otherwise specifies, any reference to "year" is to the Company's fiscal year.

The primary factors that have historically influenced the Company's profitability and success have been the growth in its number of stores and selling square footage, the integration of eCommerce with its brick and mortar stores, positive consolidated same store sales, which include the Company's eCommerce business, and its strong gross profit margins. Over the last five years the Company has grown from 486 Dick's Sporting Goods stores as of April 28, 2012 to 691 Dick's Sporting Goods stores as of April 29, 2017 . We plan to reduce new store growth over the next few years, as we expect that announced store closings by other retailers will create a real estate environment that will allow us to open new stores in desirable locations on more favorable terms than in the current environment. The Company's eCommerce sales penetration to total net sales has increased from 3.0% to 9.3% for the year-to-date periods ended April 28, 2012 and April 29, 2017 , respectively.

In recent years, the Company has innovated its eCommerce sites with enhancements in the customer experience, new releases of its mobile and tablet sites, and development of capabilities that integrate the Company's online presence with its brick and mortar stores, including ship-from-store; buy-online, pick-up in-store; return-to-store and multi-faceted marketing campaigns that are consistent across the stores and eCommerce websites. Additionally, the Company transitioned to an insourced eCommerce platform during the first quarter of fiscal 2017. On average, approximately 80% of the Company's eCommerce sales are generated within brick and mortar store trade areas.

The retail industry continues to pose challenges, and we have recently announced measures to better align our talent and financial resources with our planned investments in the Company’s digital capabilities, including Dick's Team Sports HQ, and the development of our private brands. Furthermore, the Company continues to assess the disruption and uncertainty in the sporting goods industry to identify the potential impact and opportunities arising from announced and anticipated closures of our competitors.

The Company's senior management focuses on certain key indicators to monitor the Company's performance including:

- Consolidated same store sales performance – Our management considers same store sales, which consists of both brick and mortar and eCommerce sales, to be an important indicator of our current performance. Same store sales results are important to leverage our costs, which include occupancy costs, store payroll and other store expenses. Same store sales also have a direct impact on our total net sales, cash and working capital. A store is included in the same store sales calculation during the same fiscal period that it commences its 14^{th} full month of operations. Stores that were closed or relocated during the applicable period have been excluded from same store sales. Each relocated store is returned to the same store sales base during the fiscal period that it commences its 14^{th} full month of operations at the new location. See further discussion of our consolidated same store sales in the "Results of Operations and Other Selected Data" section herein.

- Earnings before taxes – Our management views earnings before taxes as a key indicator of our performance. The key drivers of earnings before taxes are same store sales, gross profit, our ability to control selling, general and administrative expenses and our level of capital expenditures. Management also uses earnings before taxes as an indicator of operating results.

- Cash flows from operating activities – Cash flow generation supports the general operating needs of the Company and funds capital expenditures for its omni-channel platform, distribution and administrative facilities, costs associated with continued improvement of information technology tools, potential strategic acquisitions or investments that may arise from time to time and stockholder return initiatives, including cash dividends and share repurchases. We typically generate significant cash flows from operating activities and proportionately higher net income levels in our fiscal fourth quarter in connection with the holiday selling season and sales of cold weather sporting goods and apparel. See further discussion of the Company's cash flows in the "Liquidity and Capital Resources and Changes in Financial Condition" section herein.

- Quality of merchandise offerings – To measure acceptance of its merchandise offerings, the Company monitors sell-throughs, inventory turns, gross margins and markdown rates on a department and style level. This analysis helps the Company manage inventory levels to reduce cash flow requirements and deliver optimal gross margins by improving merchandise flow and establishing appropriate price points to minimize markdowns.

- Store productivity – To assess store-level performance, the Company monitors various indicators, including new store productivity, sales per square foot, store operating contribution margin and store cash flow.

CRITICAL ACCOUNTING POLICIES

As discussed in Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2017 , filed with the Securities and Exchange Commission on March 24, 2017 , the Company considers its policies on inventory valuation, vendor allowances, goodwill and intangible assets, impairment of long-lived assets and closed store reserves, self-insurance reserves, stock-based compensation and uncertain tax positions to be the most critical in understanding the judgments that are involved in preparing the Company's consolidated financial statements. There have been no changes in the Company's critical accounting policies during the quarter ended April 29, 2017 .

RESULTS OF OPERATIONS AND OTHER SELECTED DATA

Executive Summary

- Earnings per diluted share of $0.52 in the current quarter increased compared to earnings per diluted share of $0.50 during the first quarter of 2016 . Net income in the current quarter totaled $58.2 million compared to $56.9 million during the first quarter of 2016 .
  - Net income in the current quarter includes $2.2 million, net of tax, or $0.02 per diluted share, of costs incurred by the Company to convert The Sports Authority ("TSA") stores to Dick's Sporting Goods stores.
- Net sales increased 9.9% to $1,825.3 million in the current quarter from $1,660.3 million during the first quarter of 2016 .
- eCommerce sales penetration in the current quarter increased to 9.3% of total net sales compared to 9.2% during the first quarter of 2016 , representing an increase of approximately 11% in eCommerce sales.
- In the first quarter of 2017 , the Company:
  - Declared and paid a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock.
  - Repurchased approximately 0.5 million shares of common stock for $23.2 million .
- The following table summarizes store openings and closings for the periods indicated:

	13 Weeks Ended April 29, 2017			13 Weeks Ended April 30, 2016		
	Dick's Sporting Goods	Specialty Store Concepts (1)	Total	Dick's Sporting Goods	Specialty Store Concepts (1)	Total
Beginning stores	676	121	797	644	97	741
Q1 New stores	15	10	25	3	2	5
Closed stores	—	1	1	—	—	—
Ending stores	691	130	821	647	99	746
Relocated stores	2	—	2	3	—	3

(1) Includes the Company's Golf Galaxy, Field & Stream and other specialty concept stores. In some markets, we operate Dick's Sporting Goods stores adjacent to our specialty concept stores on the same property with a pass-through for customers. We refer to this format as a "combo store" and include combo store openings within both the Dick's Sporting Goods and specialty store concept reconciliations, as applicable.

The following table presents for the periods indicated selected items in the unaudited Consolidated Statements of Income as a percentage of the Company's net sales, as well as the basis point change in the percentage of net sales from the prior year's period. In addition, other data is provided to facilitate a further understanding of our business. This table should be read in conjunction with Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the accompanying unaudited Consolidated Financial Statements and related notes thereto.

	13 Weeks Ended		Basis Point Increase / (Decrease) in Percentage of Net Sales from Prior Year
	April 29, 2017 (A)	**April 30, 2016** (A)	**2016-2017** (A)
Net sales (1)	100.00%	100.00%	N/A
Cost of goods sold, including occupancy and distribution costs (2)	70.31	70.14	17
Gross profit	29.69	29.86	(17)
Selling, general and administrative expenses (3)	24.07	24.01	6
Pre-opening expenses (4)	0.68	0.39	29
Income from operations	4.93	5.46	(53)
Interest expense	0.07	0.07	—
Other income	(0.16)	(0.12)	(4)
Income before income taxes	5.02	5.52	(50)
Provision for income taxes	1.83	2.09	(26)
Net income	3.19%	3.43%	(24)
Other Data:			
Consolidated same store sales increase	2.4%	0.5%	
Number of stores at end of period (5)	821	746	
Total square feet at end of period (5)	40,270,917	36,958,657	

(A) Column does not add due to rounding.

(1) Revenue from retail sales is recognized at the point of sale, net of sales tax. Revenue from eCommerce sales is recognized upon shipment of merchandise. Service-related revenue is recognized as the services are performed. A provision for anticipated merchandise returns is provided through a reduction of sales and cost of goods sold in the period that the related sales are recorded. Revenue from gift cards and returned merchandise credits (collectively the "cards") is deferred and recognized upon the redemption of the cards. These cards have no expiration date. Income from unredeemed cards is recognized on the unaudited Consolidated Statements of Income within selling, general and administrative expenses at the point at which redemption becomes remote. The Company performs an evaluation of the aging of the unredeemed cards, based on the elapsed time from the date of original issuance, to determine when redemption becomes remote.

(2) Cost of goods sold includes: the cost of merchandise (inclusive of vendor allowances, inventory shrinkage and inventory write-downs for the lower of cost and net realizable value); freight; distribution; shipping; and store occupancy costs. The Company defines merchandise margin as net sales less the cost of merchandise sold. Store occupancy costs include rent, common area maintenance charges, real estate and other asset-based taxes, general maintenance, utilities, depreciation and certain insurance expenses.

(3) Selling, general and administrative expenses include store and field support payroll and fringe benefits, advertising, bank card charges, information systems, marketing, legal, accounting, other store expenses and all expenses associated with operating the Company's corporate headquarters.

(4) Pre-opening expenses, which consist primarily of rent, marketing, payroll and recruiting costs, are expensed as incurred. Rent is recognized within pre-opening expense from the date the Company takes possession of a site through the date of store opening.

(5) Includes Dick's Sporting Goods, Golf Galaxy, Field & Stream and other specialty concept stores.

13 Weeks Ended April 29, 2017 Compared to the 13 Weeks Ended April 30, 2016

Net Sales

Net sales increased 9.9% in the current quarter to $1,825.3 million from $1,660.3 million for the quarter ended April 30, 2016 , due primarily to the growth of our store network and a 2.4% increase in consolidated same store sales. The 2.4% increase in consolidated same store sales contributed $38.5 million of the increase in net sales for the quarter ended April 29, 2017 . The remaining $126.5 million increase in net sales was attributable to stores that are not yet included in the comparable store base. eCommerce sales penetration increased to 9.3% of total net sales during the current quarter compared to 9.2% of total net sales during the quarter ended April 30, 2016 , representing an increase of approximately 11% in eCommerce sales.

The increase in consolidated same store sales was driven by broad-based increases across our hardlines, apparel and footwear categories, most notably the golf and athletic footwear categories. These gains were partially offset by declines in outdoor and electronics categories. The consolidated same store sales increase was driven by an increase in sales per transaction of approximately 1.6% and an increase in transactions of approximately 0.8% .

Income from Operations

Income from operations decreased to $90.1 million in the current quarter from $90.7 million for the quarter ended April 30, 2016 .

Gross profit increased 9.3% to $541.9 million in the current quarter from $495.8 million for the quarter ended April 30, 2016 , but decreased as a percentage of net sales by 17 basis points compared to the same period last year. Merchandise margins improved during the quarter but were more than offset by higher shipping and fulfillment costs. Occupancy costs increased $23.9 million in the current quarter from the quarter ended April 30, 2016 . Our occupancy costs, which after the cost of merchandise represent our largest expense within cost of goods sold, are generally fixed in nature and fluctuate based on the number of stores that we operate. As a percentage of net sales, occupancy costs increased at a slightly higher rate than the 9.9% increase in net sales during the current quarter.

Selling, general and administrative expenses increased 10.2% to $439.3 million in the current quarter from $398.6 million for the quarter ended April 30, 2016 , and increased as a percentage of net sales by six basis points. The deleverage was due primarily to higher store payroll costs for the Company's full-service footwear store initiative.

Pre-opening expenses increased to $12.5 million in the current quarter from $6.5 million for the quarter ended April 30, 2016 . Pre-opening expenses in any period fluctuate depending on the timing and number of new store openings and relocations. The current quarter includes $3.5 million of costs incurred by the Company to convert TSA stores to Dick's Sporting Goods stores. Pre-opening rent expenses for our self-developed store sites will generally exceed those for sites built to our specifications by our landlords as we commence recognition of rent expense for self-developed stores when we take possession of a site as opposed to when we commence occupancy under the lease term.

Income Taxes

The Company's effective tax rate decreased to 36.5% for the current quarter from 37.9% for the quarter ended April 30, 2016 primarily due to the tax benefit for certain share-based payments resulting from the adoption of ASU 2016-09.

LIQUIDITY AND CAPITAL RESOURCES AND CHANGES IN FINANCIAL CONDITION

Overview

The Company has a $1 billion revolving senior secured credit facility, including up to $150 million in the form of letters of credit (the "Credit Agreement"), in the event further liquidity is needed. Under the Credit Agreement, subject to the satisfaction of certain conditions, the Company may request an increase of up to $250 million in borrowing availability.

The Company's liquidity and capital needs have generally been met by cash from operating activities supplemented by borrowings from the Company's Credit Agreement as seasonally necessary. Cash flow from operations is seasonal in our business. The Company generally utilizes its Credit Agreement for working capital needs based primarily on the seasonal nature of its operating cash flows, with the Company's largest borrowing activity occurring during its third quarter as the Company increases inventory in advance of the holiday selling season.

Liquidity information for the periods ended (dollars in thousands):

	April 29, 2017	April 30, 2016
Funds drawn on Credit Agreement	$ 645,200	$ 609,100
Number of days with outstanding borrowing balance on Credit Agreement	61 days	57 days
Maximum daily amount of outstanding borrowings under Credit Agreement	$ 152,800	$ 158,000

Liquidity information as of the periods ended (dollars in thousands):

	April 29, 2017	April 30, 2016
Outstanding borrowings under Credit Agreement	$ 92,450	$ 157,600
Cash and cash equivalents	$ 108,400	$ 92,493
Remaining borrowing capacity under Credit Agreement	$ 884,737	$ 827,769
Outstanding letters of credit under Credit Agreement	$ 22,813	$ 14,631

The Company intends to allocate capital to invest in its future growth, specifically growing its store network and eCommerce business together to deliver an omni-channel shopping experience, as well as to return capital to stockholders through dividends and share repurchases.

Capital expenditures – We expect capital expenditures to be approximately $350 million on a net basis, which includes tenant allowances provided by landlords, and approximately $465 million on a gross basis, in fiscal 2017 . Normal capital requirements primarily relate to the development of our omni-channel platform, including investments in new and existing stores and eCommerce technology. The Company also plans to continue to invest in continuously improving its supply chain and corporate information technology infrastructure. We plan to open approximately 49 new store sites, excluding seven former Golfsmith locations, and complete construction of our fifth distribution facility in fiscal 2017. We expect our new stores, as well as investments in our existing stores, to represent the majority of our total capital expenditures during fiscal 2017 . The Company has a capital appropriations committee that approves all capital expenditures in excess of certain amounts and groups and prioritizes all capital projects among required, discretionary and strategic categories.

Share repurchases – On March 7, 2013, the Company's Board of Directors authorized a five-year share repurchase program of up to $1 billion of the Company's common stock. During the 13 weeks ended April 29, 2017 , the Company repurchased approximately 0.5 million shares of its common stock for $23.2 million . Since the beginning of 2013, we have repurchased $981.8 million of common stock and have $18.2 million remaining under this authorization. On March 16, 2016, the Company's Board of Directors authorized an additional five-year share repurchase program of up to $1 billion of the Company's common stock. The Company intends to repurchase shares from time-to-time to offset dilution and also may pursue opportunistic repurchases of additional shares under favorable market conditions. Any future share repurchase programs are subject to the authorization by our Board of Directors and will be dependent upon future earnings, cash flows, financial requirements and other factors.

Dividends – During the 13 weeks ended April 29, 2017 , the Company paid $19.3 million of dividends to its stockholders. The declaration of future dividends and the establishment of the per share amount, record dates and payment dates for any such future dividends are subject to authorization by our Board of Directors and will be dependent upon future earnings, cash flows, financial requirements and other factors.

The Company currently believes cash flows generated by operations and funds available under its Credit Agreement will be sufficient to satisfy capital requirements, including planned capital expenditures, share repurchases and quarterly dividend payments to its stockholders through fiscal 2017 . The Company may require additional funding should the Company pursue strategic acquisitions or undertake share repurchases, other investments or store expansion rates in excess of those presently planned.

Changes in cash and cash equivalents are as follows (in thousands):

	13 Weeks Ended	
	April 29, 2017	April 30, 2016
Net cash provided by operating activities	$ 36,472	$ 7,539
Net cash used in investing activities	(116,236)	(88,842)
Net cash provided by financing activities	23,414	54,768
Effect of exchange rate changes on cash and cash equivalents	(27)	92
Net decrease in cash and cash equivalents	$ (56,377)	$ (26,443)

Operating Activities

Operating activities consist primarily of net income, adjusted for certain non-cash items and changes in operating assets and liabilities. Adjustments to net income for non-cash items include depreciation and amortization, deferred income taxes and stock-based compensation expense, as well as non-cash gains and losses on the disposal of the Company's assets. Changes in operating assets and liabilities primarily reflect changes in inventories, accounts payable and income taxes payable / receivable, as well as other working capital changes.

Cash provided by operating activities increased $28.9 million for the 13 weeks ended April 29, 2017 compared to the same period last year. The increase in cash provided by operating activities was due primarily to the timing of cash payments for income taxes, partially offset by a $7.6 million decrease in cash flows generated from changes in operating assets and liabilities period-over-period.

The decrease in operating assets and liabilities was due primarily to the following:

- Changes in accrued expenses decreased operating cash flows by $32.4 million compared to the prior year, primarily due to year-over-year changes in incentive compensation accruals and corresponding payments.
- Changes in accounts receivable increased operating cash flows by $21.5 million compared to the prior year, primarily due to timing of collections associated with vendor funded store initiatives.

Investing Activities

Cash used in investing activities increased $27.4 million for the 13 weeks ended April 29, 2017 compared to the same period last year primarily due to a $25.1 million increase in gross capital expenditures. The increase in gross capital expenditures was primarily driven by the timing and number of new store openings coupled with the construction of our fifth distribution facility.

Financing Activities

Financing activities consist primarily of the Company's capital return initiatives, including its share repurchase program and cash dividend payments, cash flows generated from stock option exercises and cash activity associated with our Credit Agreement. Cash provided by financing activities for the 13 weeks ended April 29, 2017 totaled $23.4 million compared to $54.8 million for the comparable period of the prior year. The Company had lower net Credit Agreement borrowings, partially offset by fewer share repurchases during the 13 weeks ended April 29, 2017 compared to the prior year period.

Event Subsequent to Quarter-end

On May 11, 2017 , the Company's Board of Directors authorized and declared a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock payable on June 30, 2017 to stockholders of record as of the close of business on June 9, 2017 .

Off-Balance Sheet Arrangements

The Company's off-balance sheet arrangements as of April 29, 2017 primarily relate to store operating leases and purchase obligations for marketing commitments, including naming rights, licenses for trademarks, minimum requirements with its third-party eCommerce fulfillment provider, corporate aircraft and technology-related and other commitments. The Company has excluded these items from the unaudited Consolidated Balance Sheets in accordance with generally accepted accounting principles. The Company does not believe that any of these arrangements have, or are reasonably likely to have, a material effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or resources.

Contractual Obligations and Other Commercial Commitments

The Company is party to many contractual obligations that involve commitments to make payments to third parties in the ordinary course of business. For a description of the Company's contractual obligations and other commercial commitments as of January 28, 2017 , see the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2017 , filed with the Securities and Exchange Commission on March 24, 2017 . During the current quarter, there were no material changes with respect to these contractual obligations and other commercial commitments outside the ordinary course of business.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in the Company's market risk exposures from those reported in the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2017 filed with the Securities and Exchange Commission on March 24, 2017 .

ITEM 4. CONTROLS AND PROCEDURES

During the quarter, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of the disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended. Based upon that evaluation, the Company's management, including the Chief Executive Officer and the Chief Financial Officer, concluded that the Company's disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q, April 29, 2017 .

There are inherent limitations in the effectiveness of any control system, including the potential for human error and the circumvention or overriding of the controls and procedures. Additionally, judgments in decision making can be faulty and breakdowns can occur because of simple errors or mistakes. An effective control system can provide only reasonable, not absolute, assurance that the control objectives of the system are adequately met. Accordingly, our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our control system can prevent or detect all errors or fraud. Finally, projections of any evaluation or assessment of effectiveness of a control system to future periods are subject to the risks that, over time, controls may become inadequate because of changes in an entity's operating environment or deterioration in the degree of compliance with policies and procedures.

During the first quarter of fiscal 2017, the Company transitioned to an insourced eCommerce platform. As a result of the transition, the Company modified certain existing, and implemented new, control processes to adapt to changes for the new platform. The Company has taken the necessary steps to implement appropriate internal control over financial reporting as part of the transition to the eCommerce platform and will continue to evaluate and enhance the design and operating effectiveness of internal control over financial reporting, as necessary, during subsequent periods.

There were no other changes in the Company's internal control over financial reporting that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Dick's Sporting Goods, Inc. and its subsidiaries are involved in various proceedings that are incidental to the normal course of their businesses. As of the date of this Quarterly Report on Form 10-Q, the Company does not expect that any of such proceedings will have a material adverse effect on the Company's financial position or results of operations.

ITEM 1A. RISK FACTORS

For a discussion of risk factors affecting the Company refer to Part I, Item 1A. "Risk Factors" of the Company's Annual Report on Form 10-K for the year ended January 28, 2017 , filed with the Securities and Exchange Commission on March 24, 2017 . The discussion of risk factors sets forth the material risks that could affect the Company's financial condition and operations.

Reference is also made to Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Forward-Looking Statements" of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table sets forth repurchases of our common stock during the first quarter of 2017 :

Period	Total Number of Shares Purchased [(a)]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [(b)]	Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
January 29, 2017 to February 25, 2017	1,122	$ 51.72	—	$ 1,041,383,737
February 26, 2017 to April 1, 2017	484,529	$ 47.92	484,128	$ 1,018,186,736
April 2, 2017 to April 29, 2017	111,280	$ 49.07	—	$ 1,018,186,736
Total	596,931	$ 48.14	484,128	

(a) Includes shares withheld from employees to satisfy minimum tax withholding obligations associated with the vesting of restricted stock during the period.

(b) Shares repurchased as part of the Company's previously announced five-year $1 billion share repurchase program, authorized by the Board of Directors on March 7, 2013. On March 16, 2016, the Company's Board of Directors authorized an additional five-year share repurchase program of up to $1 billion of the Company's common stock. The Company will continue to purchase under the 2013 program until it is exhausted or expired.

ITEM 6. EXHIBITS

The Exhibits listed in the Index to Exhibits, which appears on page 23 and is incorporated herein by reference, are filed or furnished (as noted) as part of this Quarterly Report on Form 10-Q.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Quarterly Report on Form 10-Q to be signed on May 25, 2017 on its behalf by the undersigned, thereunto duly authorized.

DICK'S SPORTING GOODS, INC.

By: /s/ EDWARD W. STACK
Edward W. Stack
Chairman and Chief Executive Officer

By: /s/ LEE J. BELITSKY
Lee J. Belitsky
Executive Vice President – Chief Financial Officer
(principal financial and accounting officer)

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit	Method of Filing
10.1*	Amendment to Registrant's Amended and Restated 2002 Stock and Incentive Plan	Filed herewith
10.2*	Amendment to Registrant's 2012 Stock and Incentive Plan	Filed herewith
10.3*	Amended and Restated Form of Stock Option Award Agreement granted under Registrant's 2012 Stock and Incentive Plan	Filed herewith
10.4*	Amended and Restated Form of Restricted Stock Award Agreement granted under Registrant's 2012 Stock and Incentive Plan	Filed herewith
10.5*	Form of Performance Share Award Agreement granted under Registrant's 2012 Stock and Incentive Plan	Incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on March 20, 2017
10.6*	Offer Letter between the Company and Keri Jones, Executive Vice President - Chief Merchant	Filed herewith
31.1	Certification of Edward W. Stack, Chairman and Chief Executive Officer, dated as of May 25, 2017 and made pursuant to Rule 13a-14 of 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 Lee J. Belitsky, Executive Vice President - Chief Financial Officer, dated as of May 25, 2017 and made pursuant to Rule 13a-14 of 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 Edward W. Stack, Chairman and Chief Executive Officer, dated as of May 25, 2017 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
32.2	Certification of Lee J. Belitsky, Executive Vice President - Chief Financial Officer, dated as of May 25, 2017 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Filed herewith
101.CAL	XBRL Taxonomy Calculation Linkbase Document	Filed herewith
101.DEF	XBRL Taxonomy Definition Linkbase Document	Filed herewith
101.LAB	XBRL Taxonomy Label Linkbase Document	Filed herewith
101.PRE	XBRL Taxonomy Presentation Linkbase Document	Filed herewith

Each management contract and compensatory plan has been marked with an asterisk (*).

Exhibit 10.1

DICK’S SPORTING GOODS, INC.
AMENDMENT TO
AMENDED AND RESTATED 2002 STOCK AND INCENTIVE PLAN

The Board of Directors of Dick’s Sporting Goods, Inc. (the “Company”) approved and adopted the following amendments (the “Amendments”) to the Dick’s Sporting Goods, Inc. Amended and Restated 2002 Stock and Incentive Plan (the “Plan”) as of March 14, 2017:

1. The second paragraph of Section 3 of the Plan shall be amended and restated in its entirety as follows:

   If Shares under any Award are not issued for any reason, including termination of Awards by expiration, forfeiture, cancellation or otherwise, or are settled in cash in lieu of Shares, such Shares shall, unless this Plan shall have been terminated, become available for future grant under this Plan; provided, however, that any Shares delivered or deemed delivered, by attestation or otherwise, to the Company in payment of any obligation, including the exercise price of any Option, the purchase price for any Shares, or for any tax obligation shall not again be made available for issuance under this Plan.

2. The last paragraph of Section 9 of the Plan shall be amended and restated in its entirety as follows:

   Notwithstanding the foregoing or any provisions of this Plan to the contrary, any broker-assisted cashless exercise shall comply with the requirements for equity classification of Paragraph 35 of FASB Statement No. 123(R) and any withholding satisfied through a net-settlement shall be limited to the minimum statutory withholding requirements (except as otherwise approved by the Administrator).

Except as expressly set forth in the Amendments, all other provisions of the Plan remain in full force and effect.

Dick’s Sporting Goods, Inc.

By:	/s/ John E. Hayes, III
Name:	John E. Hayes, III
Title:	Senior Vice President - General Counsel & Corporate Secretary

Exhibit 10.2

DICK'S SPORTING GOODS, INC.
AMENDMENT TO
2012 STOCK AND INCENTIVE PLAN

The Board of Directors of Dick's Sporting Goods, Inc. (the "Company") approved and adopted the following amendments (the "Amendments") to the Dick's Sporting Goods, Inc. 2012 Stock and Incentive Plan (the "Plan") as of March 14, 2017:

1. The second paragraph of Section 3(b) of the Plan shall be amended and restated in its entirety as follows:

   If Shares under any Award are not issued for any reason, including termination of Awards by expiration, forfeiture, cancellation or otherwise, or are settled in cash in lieu of Shares, such Shares shall, unless this Plan shall have been terminated, become available for future grant under this Plan; provided, however, that any Shares delivered or deemed delivered, by attestation or otherwise, to the Company in payment of any obligation, including the exercise price of any Option, the purchase price for any Shares, or for any tax obligation shall not again be made available for issuance under this Plan.

2. The last paragraph of Section 11 of the Plan shall be amended and restated in its entirety as follows:

   Notwithstanding the foregoing or any provisions of this Plan to the contrary, any broker-assisted cashless exercise shall comply with the requirements for equity classification of Paragraph 35 of FASB Statement No. 123(R) and any withholding satisfied through a net-settlement shall be limited to the minimum statutory withholding requirements (except as otherwise approved by the Administrator).

Except as expressly set forth in the Amendments, all other provisions of the Plan remain in full force and effect.

Dick's Sporting Goods, Inc.

By:	/s/ John E. Hayes, III
Name:	John E. Hayes, III
Title:	Senior Vice President - General Counsel & Corporate Secretary

Exhibit 10.3

STOCK OPTION AWARD AGREEMENT
Granted Under the
DICK'S SPORTING GOODS, INC.
2012 STOCK AND INCENTIVE PLAN
(As Amended and Restated on March 14, 2017)

Unless otherwise defined herein, each capitalized term used in this Stock Option Award Agreement (this " Agreement ") shall have the meaning given such term in the Dick's Sporting Goods, Inc. 2012 Stock and Incentive Plan, as amended (the " Plan "), an electronic copy of which can be found on the Dick's Sporting Goods' equity administrator's website (the " E*TRADE Employee Stock Plan Account ").

Optionee's Name:	<First> <Last>
Grant Type:	<Type>
Date of Grant:	<Grant Date>
Number of Shares Granted:	<Share Number>
Exercise Price Per Share:	<Price>
Grant Expiration Date/Term:	<Expiration Date>
Vesting Schedule:	<Vesting Schedule>

1. Grant of Option . The undersigned grantee (the " Optionee "), has been granted an option (the " Option ") to purchase the number of shares of Common Stock (the " Shares ") set forth above, subject to the terms and conditions of this Agreement and the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall prevail.

If this Award has been designated above as an Incentive Stock Option (" ISO "), then this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that the Option fails to meet the requirements of an ISO under Code Section 422, this Option shall be treated as a Nonstatutory Stock Option.

2. Vesting Schedule . So long as Optionee maintains his/her status as an Employee, Non-Employee Director or Consultant (as the case may be), the Option shall vest in accordance with the Vesting Schedule set forth above. Pursuant to the Administrator's authority under Section 9(e) of the Plan, upon termination of Optionee's Continuous Status as an Employee, Non-Employee Director or Consultant (as the case may be) for any reason, the portion of this Option that is not vested shall expire immediately. Subject to the provisions of Section 7(b)(ii) of the Plan, the portion of this Option that is vested but has not yet been exercised shall remain exercisable for a period of (i) 90 days in the event of termination of Optionee's status, (ii) 12 months in event of termination as a result of death or total and permanent disability (as defined in Section 22(e)(3) of the Code); or (iii) 36 months in the event of retirement (defined as having met at least age 55 with 15 or more years of service, as determined by the Administrator); provided, however, that in no event may the Shares be exercised later than the Grant Expiration Date set forth above.

3. Exercise of Option . This Option shall be exercisable during the Term in accordance with the Vesting Schedule and the applicable provisions of the Plan and this Agreement. This Option can be exercised using the methods described on the E*TRADE Employee Stock Plan Account.

4. Method of Exercise . No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with the Code and any other applicable law or regulation, including the requirements of the New York Stock Exchange. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

5. Method of Payment . Payment of the aggregate Exercise Price shall be by any of the following methods, or a combination thereof, at the election of the Optionee:

(a) cash or check;

(b) tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the exercise price of the Option;

(c) delivery of a properly executed exercise notice together with irrevocable instructions to a broker registered under the Exchange Act to promptly deliver to the Company the amount of proceeds required to pay the exercise price;

(d) any combination of the foregoing methods of payment; or

(e) any other method approved or accepted by the Administrator in its sole discretion.

6. Delivery of Shares . Upon exercise of an Option in accordance with the terms of this Agreement and the Plan, the Company shall issue the Shares, in either certificated or book entry form, in Optionee's name as of date of exercise.

7. Withholding . Optionee shall be solely responsible for any taxes payable as a result of the exercise of the Option. Optionee shall promptly pay to the Company, or make arrangements satisfactory to the Company regarding the payment of any federal, state or local taxes of any kind required by law to be withheld with respect to the exercise of the Option. If an Optionee makes a disposition of shares acquired upon the exercise of an Incentive Stock Option within either two years after the Option was granted or one year after its exercise by the Optionee, the Optionee shall promptly notify the Company in accordance with Section 9(d) of this Agreement and the Company shall have the right to require the Optionee to pay the Company an amount sufficient to satisfy federal, state and local tax withholding requirements, if any.

8. Non-Transferability of Option . This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of the Plan and this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

9. Term of Option . This Option may be exercised only until the Grant Expiration Date (as set forth above), and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

10. Fractional Shares . The Company shall not be required to issue any fractional shares pursuant to the Award, and the Company may round fractions down.

11. Notices and Electronic Delivery . The Company may, in its sole discretion, deliver any documents or notices related to this Agreement, the Shares, the Optionee's participation in the Plan, or

future awards that may be granted to the Optionee under the Plan, by electronic means. Optionee hereby consents to receive such documents by electronic delivery and to Optionee’s participation in the Plan through the E*TRADE Employee Stock Plan Account or any successor on-line or electronic system established and maintained by the Company or another third party designated by the Company.

12. No Guarantee of Continued Service . OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE VESTING SCHEDULE SET FORTH HEREIN WILL OCCUR ONLY BY CONTINUING AS AN EMPLOYEE, NON- EMPLOYEE DIRECTOR OR CONSULTANT, AS APPLICABLE (NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED OR ACQUIRING THE SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT OR ENGAGEMENT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH OPTIONEE’S RIGHT OR THE COMPANY’S RIGHT TO TERMINATE OPTIONEE’S RELATIONSHIP WITH THE COMPANY AT ANY TIME AND FOR ANY REASON.

13. Incorporation of Plan . Optionee acknowledges receipt of a copy of one of the following: (i) the Company’s annual report for its last fiscal year, (ii) the Company’s Form 10-K for its last fiscal year, or (iii) the last prospectus filed by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement, the Plan and the tax effects of the Option and its exercise. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator with respect to any questions arising under the Plan or this Agreement.

14. Interpretation and Construction . Whenever possible, each provision in this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, then (a) such provision will be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and (b) all other provisions of this Agreement will remain in full force and effect. This Award is intended to be excepted from coverage under Section 409A of the Code and the regulations promulgated thereunder and shall be interpreted and construed accordingly. If, however, any benefit provided under this Agreement is subject to the provisions of Section 409A of the Code and the regulations promulgated thereunder, the provisions of this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A and the regulations promulgated thereunder (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). Notwithstanding the foregoing, Optionee recognizes and acknowledges that Section 409A of the Code may impose upon Optionee certain taxes or interest charges for which Optionee is and shall remain solely responsible. No rule of strict construction will be implied against the Company or any other person in the interpretation of any of the terms of this Agreement or any rule or procedure established by the Administrator.

15. Assurances . Optionee agrees, upon demand of the Company, to do all acts and execute, deliver and perform all additional documents, instruments and agreements that may be required by the Company to implement the provisions and purposes of this Agreement.

16. Entire Agreement, Governing Law . The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements. This Agreement is governed by applicable federal laws and the laws of the State of Delaware without regard to its conflict of laws.

17. No Guarantee of Continued Service . OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE AWARD HEREOF WILL OCCUR THROUGH THE LAPSE OF THE VESTING SCHEDULE SET FORTH HEREIN AND BY CONTINUING AS AN EMPLOYEE, NON-EMPLOYEE DIRECTOR OR CONSULTANT, AS APPLICABLE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S RELATIONSHIP WITH THE COMPANY AT ANY TIME, WITH OR WITHOUT CAUSE.

All other terms and conditions applicable to this Award shall be as set forth in the Plan.

Electronic acceptance of this Agreement by the Optionee pursuant to the Company's instructions to the Optionee (including through the Company's E*TRADE Employee Stock Plan Account) shall constitute execution of this Agreement by Company and Optionee.

Exhibit 10.4

RESTRICTED STOCK AWARD AGREEMENT
Granted Under the
DICK'S SPORTING GOODS, INC.
2012 STOCK AND INCENTIVE PLAN
(As Amended and Restated on March 14, 2017)

Unless otherwise defined herein, each capitalized term used in this Restricted Stock Award Agreement (this " Agreement ") shall have the meaning given such term in the Dick's Sporting Goods, Inc. 2012 Stock and Incentive Plan, as amended (the "Plan"), an electronic copy of which can be found on the Dick's Sporting Goods' equity administrator's website (the " E*TRADE Employee Stock Plan Account ").

The undersigned Grantee has been granted a Restricted Stock Award, subject to the terms and conditions of the Plan and this Agreement, as follows:

Grantee's Name:	<FIRST NAME><LAST NAME>
Date of Grant:	<GRANT DATE>
Number of Shares of Common Stock (the "Shares") Granted:	<TOTAL_SHARES_GRANTED>
Type of Shares:	Common Stock, par value $0.01 per share
Restrictions:	Grantee shall have all of the rights and privileges of a stockholder of the Company with regard to the Shares, except that the following Restrictions shall apply: (a) The Shares may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of, to the extent then subject to these Restrictions. Grantee represents and warrants to the Company that he/she shall not sell, assign, pledge, exchange, hypothecate, gift or otherwise transfer, encumber or dispose of the Shares, or subject the Shares to any adverse right, in violation of applicable securities laws or the provisions of the Plan or this Agreement. The Company may refuse to register the transfer of the Shares on the stock transfer records of the Company if such transfer constitutes a violation of any applicable securities law or this Agreement, and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares. (b) Any cash or in-kind dividends paid or distributed with respect to shares of the Company's Common Stock (" Dividends ") shall not be immediately payable by the Company with respect to the Shares, and any such Dividends shall be paid to Grantee, without interest, only when, and if, the related Shares shall become vested in accordance with this Agreement and the Plan. (c) Any Shares that do not vest on the Vesting Date (as defined below) shall be forfeited.

	If all or any portion of the Shares are forfeited under this Agreement, Grantee shall take all necessary actions to transfer the forfeited Shares to the Company, including, but not limited to, endorsing in blank or duly endorsing a stock power attached to any certificate representing forfeited Shares transferred, all in form suitable for the transfer of such forfeited Shares to the Company. Further, any and all Dividends not paid or distributed with respect to such unvested Shares as provided for herein shall also be forfeited to the Company and will not be paid or distributed to Grantee. Grantee agrees to take any and all actions that may be necessary in connection with the forfeiture of Dividends. (d) If all or any portion of the Shares and Dividends are forfeited under this Agreement, all rights of a stockholder with respect to such Shares, including the right to vote and receive future Dividends with respect thereto, shall cease immediately on the date of the forfeiture. (e) These Restrictions shall be binding upon, and enforceable against, any transferee of the Shares.
Delivery of Shares:	On the Grant Date of this Award, the Company shall issue the Shares, in either certificated or book entry form, in Grantee's name effective as of the Grant Date, provided that the Company shall retain control of such Shares until the Shares have become vested in accordance with this Agreement. In the event that any Shares are certificated, then any certificates representing the Shares shall bear such legend or legends as the Company deems appropriate in order to assure compliance with this Agreement, the Plan and applicable securities laws. During the period of time when the Shares are subject to the Restrictions, all certificates representing Shares shall be endorsed with the following legend (in addition to any other legend required by applicable securities laws or any agreement by which the Company is bound): THE SALE OR OTHER TRANSFER OF THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THE RESTRICTED STOCK AWARD AGREEMENT UNDER THE COMPANY'S 2012 STOCK AND INCENTIVE PLAN BETWEEN THE REGISTERED OWNER AND THE COMPANY. A COPY OF THE PLAN AND THE RESTRICTED STOCK AWARD AGREEMENT MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY.
Vesting Schedule:	So long as Grantee maintains his/her status as an Employee, Non-Employee Director or Consultant (as the case may be), the Restrictions shall lapse and the Shares shall vest, and any Dividends with respect to such Shares shall be paid or distributed, in accordance with the following schedule: <VESTING_PERIOD> The date on which all Restrictions lapse is the vesting date (the "Vesting Date").

	Upon the vesting of the Shares without a forfeiture of the applicable Shares, and upon the satisfaction of all other applicable conditions as to such Shares including, but not limited to, the payment by Grantee of all applicable income, employment and withholding taxes, if any, the Company shall deliver or cause to be delivered to Grantee shares of Common Stock, which may be in the form of a certificate(s) equal in number to the applicable Shares, which shall not be subject to the Restrictions set forth above. Any Dividend payment, less applicable taxes, will be included in Grantee's paycheck as soon as administratively possible upon the vesting of the Shares.
Termination of Employment:	Pursuant to the Administrator's authority under Section 9(e) of the Plan, upon termination of Grantee's Continuous Status as an Employee, or status as a Non-Employee Director or Consultant (as the case may be), this Award shall be treated as follows: If the termination shall occur by reason of Grantee's death or total and permanent disability (as defined in Section 22(e)(3) of the Code), 100% of the Award shall immediately vest to the extent not previously vested, and all Dividends not paid or distributed on the unvested Shares shall be paid or distributed in accordance with the terms and conditions of this Agreement and the Plan; and If the termination shall occur by any reason other than Grantee's death or total permanent disability, any portion of the Award that has not vested and any Dividends not paid or distributed with respect to such portion of the Award shall, unless otherwise specified by the Committee, be automatically forfeited.
Taxes, Withholding and Section 83(b) Election:	Grantee shall be solely responsible for any taxes payable on the receipt, transfer or vesting of the Shares. Grantee shall promptly pay to the Company, or make arrangements satisfactory to the Company regarding payment of any federal, state or local taxes of any kind required by law to be withheld with respect to the Shares (including in cases where he or she has made an Election, as discussed below. Grantee acknowledges that (a) Grantee has been informed of the availability of making an election in accordance with Section 83(b) of the Code (the "Election"); (b) the election must be filed with the Internal Revenue Service within thirty (30) days of the Date of Grant; and (c) Grantee is solely responsible for making such Election. Grantee acknowledges that if he or she does not make the Election, Dividends, if any, on the Shares will be treated as compensation and subject to tax withholding in accordance with the Company's practices and policies. Grantee shall send a copy of the Election to the Human Resources Department at the Company's corporate headquarters.
Fractional Shares:	The Company shall not be required to issue any fractional shares pursuant to the Award, and the Company may round fractions down.

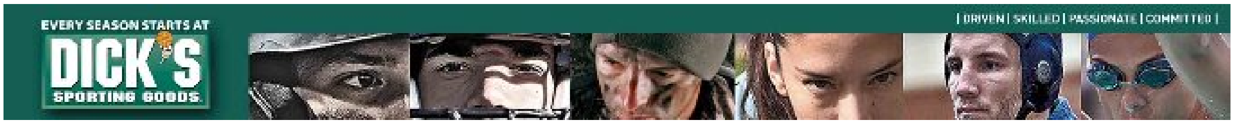
Notices and Election Delivery:	The Company may, in its sole discretion, deliver any documents or notices related to this Agreement, the Shares, Grantee's participation in the Plan, or future awards that may be granted to the Grantee under the Plan, by electronic means. Grantee hereby consents to receive such documents by electronic delivery and to Grantee's participation in the Plan through the E*TRADE Employee Stock Plan Account.
Entire Agreement; Amendment or Modification; Governing Law:	The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements, whether oral or written, of the Company and Grantee with respect to the subject matter hereof. In the event of any conflict between the provisions of this Agreement and the Plan, the Plan shall control. This Agreement is governed by applicable federal laws and the laws of the State of Delaware without regard to its conflict of laws.
No Guarantee of Continued Service:	GRANTEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE AWARD HEREOF WILL OCCUR THROUGH THE LAPSE OF THE FORFEITURE RESTRICTIONS AND THE VESTING SCHEDULE SET FORTH HEREIN AND BY CONTINUING AS AN EMPLOYEE, NON-EMPLOYEE DIRECTOR OR CONSULTANT, AS APPLICABLE (NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED OR ACQUIRING THE SHARES HEREUNDER). GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT OR ENGAGEMENT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE GRANTEE'S RELATIONSHIP WITH THE COMPANY AT ANY TIME AND FOR ANY REASON.
Incorporation of Plan:	Grantee acknowledges receipt of a copy of one of the following: (i) the Company's annual report for its last fiscal year, (ii) the Company's Form 10- K for its last fiscal year, or (iii) the last prospectus filed by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions thereof. Grantee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement, the Plan, and the tax effect of the Award. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator with respect to any questions arising under the Plan or this Agreement.

Interpretation and Construction:	Whenever possible, each provision in this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, then (a) such provision will be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and (b) all other provisions of this Agreement will remain in full force and effect. This Award is intended to be excepted from coverage under Section 409A of the Code and the regulations promulgated thereunder and shall be interpreted and construed accordingly. If, however, any benefit provided under this Agreement is subject to the provisions of Section 409A of the Code and the regulations promulgated thereunder, the provisions of this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A and the regulations promulgated thereunder (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). Notwithstanding the foregoing, Grantee recognizes and acknowledges that Section 409A of the Code may impose upon Grantee certain taxes or interest charges for which Grantee is and shall remain solely responsible. No rule of strict construction will be implied against the Company or any other person in the interpretation of any of the terms of this Agreement or any rule or procedure established by the Administrator.
Power of Attorney:	Grantee hereby grants to the Company a power of attorney and declares that the Company shall be the attorney-in-fact to act for and on behalf of Grantee, to act in his/her name, place and stead, in connection with any and all transfers of Shares and associated rights hereunder, whether or not vested, to the Company pursuant to this Agreement, including in the event of Grantee’s termination.
Assurances:	Grantee agrees, upon demand of the Company, to do all acts and execute, deliver and perform all additional documents, instruments and agreements that may be required by the Company to implement the provisions and purposes of this Agreement.

All other terms and conditions applicable to this Award shall be as set forth in the Plan.

Electronic acceptance of this Agreement by the Grantee pursuant to the Company’s instructions to the Grantee (including through the Company’s E*TRADE Employee Stock Plan Account) shall constitute execution of this Agreement by Company and Grantee.

Exhibit 10.6



www.DicksSportingGoods.com 345 Court Street · Coraopolis, PA 15108

Main Phone: 724-273-3400

Revised

April 19, 2017

Ms. Keri Jones
3738 W. Calhoun Parkway
Minneapolis, MN 55410

Dear Keri:

We are pleased to offer you a position on our leadership team here at DICK'S Sporting Goods. At DICK'S we continually search for the finest candidates who share our passion for sports and our belief that sports make people better. Like the most successful athletes, our professionals are driven, skilled, passionate and committed, and we believe you are someone who exhibits these same valuable traits, day in and day out, both personally and professionally.

Enclosed is important information about our organization, your individual position, compensation and benefits. Please review the attached materials and contact me at 724-273-5302 with any questions. The major provisions of your offer are as follows:

Position: Your position is EVP - Chief Merchant, including Product Development and Merchandising for Hardlines and Softlines across all of our banners. This position is based in our Store Support Center, and you will report to Ed Stack, Chairman and CEO. We look forward to having you begin employment on a date to be determined.

Base Pay: Your bi-weekly rate of pay will be $24,038.46 annualized to $625,000.

Annual Incentive: Your target incentive award is 75% of your eligible earnings. The award can range from 0% to 150%, based on company and individual performance. Your next opportunity for a prorated incentive award will be in the Spring of 2018 based on fiscal year 2017 results.

Sign-on Bonus: You will receive a one-time sign-on bonus of $50,000 to be paid with your first paycheck. All applicable federal, state and local taxes will be withheld from this payment.

Sign-on Equity: You will receive a sign-on equity grant valued at $900,000 consisting of a restricted stock grant valued at $630,000 that will cliff vest after three years and a stock option grant valued at $270,000 that will vest 25% each year over a four year period.

Annual Equity: Your target equity award is $900,000. The award will be split with 70% of the value in the form of restricted stock and 30% of the value in the form of stock options. Your next opportunity for an annual equity grant will be in the Spring of 2018.

Long-term Incentive Plan: Assuming a start date prior to June 1, 2017, you are eligible to participate in our existing 2017 DICK'S Sporting Goods performance based long-term incentive plan with a target value of $1,250,000. Additional plan details will be provided during your orientation.

Relocation: You are eligible to participate in our relocation program. A copy of the relocation policy is enclosed.

Health & Welfare Benefits: As a full-time salaried associate, after 30 days of continuous full-time service, you are eligible to participate in the full range of benefits, including medical, prescription, vision, dental, life and disability insurances, as well as retirement plans. Additional information on the benefit plans can be found at www.benefityourliferesources.com.

Paid Time Off: Your vacation time will accrue on a bi-weekly basis up to a total of 20 days annually. Three personal days are awarded at the beginning of each calendar year and are prorated over the course of the year for new hires. In addition, the Store Support Center observes seven paid holidays each year.

Non-Qualified Deferred Compensation: You may defer up to 25% of your base salary and up to 100% of your annual bonus. DICK's makes a yearly matching contribution of 20% of your annual deferrals up to a maximum match of $200,000.

Terms: This offer is contingent upon satisfactory background and reference checks. You will receive a separate email with a link directing you to our background screening process. DICK'S is an at-will employer, which means that either you or DICK's are free to end the employment relationship at any time, with or without notice or cause. Should DICK'S terminate your employment without cause, you will receive severance equivalent to one year of base salary payable in 26 bi-weekly installments. Severance payment will cease if you accept another position with pay equal to 80% of your final base salary with DICK'S. All compensation and benefit plans are governed by their respective plan documents.

In addition, the following documents are enclosed and need to be executed prior to your start date. Please review, sign and forward to my attention.

- Non-Compete Agreement
- Sign-on Bonus Agreement
- Relocation Agreement

On your first day of employment, you will be required to provide documentation indicating that you are legally eligible for employment in the United States. A list of acceptable forms of identification is enclosed. If you decide to accept our offer, please bring the appropriate identification with you on your first day of employment.

We hope that you'll accept our offer of employment by signing and returning this letter to me.

Once again, we'd like to congratulate you on your offer. Please let me know if I can be of any help to you between now and your first day of employment. We look forward to welcoming you to the DICK's team and building a future of success together.

Sincerely,

/s/ HOLLY R. TYSON

Holly Tyson
Chief Human Resources Officer

I accept the above offer of employment:

/s/ KERI JONES	4/24/2017
Signature	Date

Exhibit 31.1

CERTIFICATIONS

I, Edward W. Stack, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "registrant");

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(s) 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(s) 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.

/s/ EDWARD W. STACK

Edward W. Stack

Chairman and Chief Executive Officer

Date: May 25, 2017

Exhibit 31.2

CERTIFICATIONS

I, Lee J. Belitsky, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "registrant");

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(s) 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(s) 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.

/s/ LEE J. BELITSKY

Date: May 25, 2017

Lee J. Belitsky

Executive Vice President – Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "Company") for the period ended April 29, 2017 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Edward W. Stack, Chief Executive Officer of the Company, certify, pursuant to 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, as amended; 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/ EDWARD W. STACK
Edward W. Stack
Chairman and Chief Executive Officer

Date: May 25, 2017

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "Company") for the period ended April 29, 2017 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lee J. Belitsky, Chief Financial Officer of the Company, certify, pursuant to 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, as amended; 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/ LEE J. BELITSKY　　Date: May 25, 2017

Lee J. Belitsky

Executive Vice President – Chief Financial Officer