

## UNITED STATES

## SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE FISCAL YEAR ENDED May 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM TO

Commission File No. 1-10635



## NIKE, Inc .

(Exact name of Registrant as specified in its charter)

<b>OREGON</b>	<b>93-0584541</b>
<i>(State or other jurisdiction of incorporation)</i>	<i>(IRS Employer Identification No.)</i>
<b>One Bowerman Drive, Beaverton, Oregon</b>	<b>97005-6453</b>
<i>(Address of principal executive offices)</i>	<i>(Zip Code)</i>
<b>(503) 671-6453</b>	
<i>(Registrant's Telephone Number, Including Area Code)</i>	

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:	
<b>Class B Common Stock</b>	<b>New York Stock Exchange</b>
<i>(Title of Each Class)</i>	<i>(Name of Each Exchange on Which Registered)</i>

SECURITIES REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT:	
<b>NONE</b>	

Indicate by check mark:	YES	NO
• if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• whether the registrant has submitted electronically and posted on its corporate Website, 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).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• 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 <input checked="" type="checkbox"/> Accelerated filer <input type="checkbox"/> Non-accelerated filer <input type="checkbox"/> Smaller reporting company <input type="checkbox"/>	
• whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As of November 30, 2014, the aggregate market values of the Registrant's Common Stock held by non-affiliates were:

Class A	\$	4,394,312,083
Class B		67,997,995,244
	\$	72,392,307,327

As of July 17, 2015, the number of shares of the Registrant's Common Stock outstanding were:

Class A	177,457,876
Class B	677,893,713
	855,351,589

## DOCUMENTS INCORPORATED BY REFERENCE:

Parts of Registrant's Proxy Statement for the Annual Meeting of Shareholders to be held on September 17, 2015 are incorporated by reference into Part III of this Report .

# NIKE, INC.

## ANNUAL REPORT ON FORM 10-K

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# PART I

## ITEM 1. Business

### General

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NIKE, Inc. was incorporated in 1967 under the laws of the State of Oregon. As used in this report, the terms “we,” “us,” “NIKE,” and the “Company” refer to NIKE, Inc. and its predecessors, subsidiaries and affiliates, collectively, unless the context indicates otherwise. Our NIKE e-commerce website is located at [www.nike.com](http://www.nike.com). On our NIKE corporate website, located at [news.nike.com](http://news.nike.com), we post the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the United States Securities and Exchange Commission (the “SEC”): our annual report on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities and Exchange Act of 1934, as amended. Our definitive Proxy Statements are also posted on our corporate website. All such filings on our corporate website are available free of charge. Copies of these filings may also be obtained by visiting the Public Reference Room of the SEC at 100 F Street, NE, Washington, D.C. 20549, or by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a website ( [www.sec.gov](http://www.sec.gov) ) that contains current, quarterly and annual reports, proxy and information statements and other information regarding issuers that file electronically. Also available on our corporate website are the charters of the committees of our Board of Directors, as well as our corporate governance guidelines and code of ethics; copies of any of these documents will be provided in print to any shareholder who submits a request in writing to NIKE Investor Relations, One Bowerman Drive, Beaverton, Oregon 97005-6453.

Our principal business activity is the design, development and worldwide marketing and selling of athletic footwear, apparel, equipment, accessories and services. NIKE is the largest seller of athletic footwear and apparel in the world. We sell our products to retail accounts, through NIKE-owned retail stores and internet websites (which we refer to as our “Direct to Consumer” or “DTC” operations), and through a mix of independent distributors and licensees throughout the world. Virtually all of our products are manufactured by independent contractors. Practically all footwear and apparel products are produced outside the United States, while equipment products are produced both in the United States and abroad.

### Products

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We focus our NIKE Brand product offerings in eight key categories: Running, Basketball, Football (Soccer), Men’s Training, Women’s Training, Action Sports, Sportswear (our sports-inspired lifestyle products) and Golf. Basketball includes our Jordan Brand product offerings and Men’s Training includes our baseball and American football product offerings. We also market products designed for kids, as well as for other athletic and recreational uses such as cricket, lacrosse, tennis, volleyball, wrestling, walking and outdoor activities.

NIKE’s athletic footwear products are designed primarily for specific athletic use, although a large percentage of the products are worn for casual or leisure purposes. We place considerable emphasis on high-quality construction and innovation in our products. Sportswear, Running, Basketball and Football (Soccer) are currently our top-selling footwear categories and we expect them to continue to lead in footwear sales.

We sell sports apparel covering most of the above-mentioned categories, which feature the same trademarks and are sold predominantly through the same marketing and distribution channels as athletic footwear. Our sports apparel, similar to our athletic footwear products, is designed primarily for athletic use and exemplifies our commitment to innovation and high-quality construction. Sportswear, Men’s Training, Running and Football (Soccer) are currently our top-selling apparel categories and we expect them to continue to lead in apparel sales. We often market footwear, apparel and accessories in “collections” of similar use or by category. We also market apparel with licensed college and professional team and league logos.

We sell a line of performance equipment and accessories under the NIKE Brand name, including bags, socks, sport balls, eyewear, timepieces, digital devices, bats, gloves, protective equipment, golf clubs and other equipment designed for sports activities. We also sell small amounts of various plastic products to other manufacturers through our wholly owned subsidiary, NIKE IHM, Inc.

Our Jordan Brand designs, distributes and licenses athletic and casual footwear, apparel and accessories predominantly focused on Basketball using the Jumpman trademark. Sales and operating results for the Jordan Brand are included within the NIKE Brand Basketball category and within the respective NIKE Brand geographic operating segments.

One of our wholly owned subsidiary brands, Hurley, headquartered in Costa Mesa, California (“Hurley”), designs and distributes a line of action sports and youth lifestyle apparel and accessories under the Hurley trademark. Sales and operating results for Hurley are included within the NIKE Brand Action Sports category and within the NIKE Brand’s North America geographic operating segment, respectively.

Another of our wholly owned subsidiary brands, Converse, headquartered in Boston, Massachusetts (“Converse”), designs, distributes and licenses casual sneakers, apparel and accessories under the Converse, Chuck Taylor, All Star, One Star, Star Chevron and Jack Purcell trademarks. Operating results of the Converse brand are reported on a stand-alone basis.

In addition to the products we sell to our wholesale customers and directly to consumers through our DTC operations, we have also entered into license agreements that permit unaffiliated parties to manufacture and sell, using NIKE-owned trademarks, certain apparel, digital devices and applications and other equipment designed for sports activities.

On February 1, 2013, and November 30, 2012, we completed the divestitures of the Cole Haan and Umbro businesses, respectively, allowing us to better focus our resources on driving growth in the NIKE, Jordan, Hurley and Converse brands.



## Sales and Marketing

Financial information about geographic and segment operations appears in Note 18 — Operating Segments and Related Information of the accompanying Notes to the Consolidated Financial Statements.

We experience moderate fluctuations in aggregate sales volume during the year. Historically, revenues in the first and fourth fiscal quarters have slightly exceeded those in the second and third quarters. However, the mix of product sales may vary considerably as a result of changes in seasonal and geographic demand for particular types of footwear, apparel and equipment, as well as other macroeconomic, operating and logistics-related factors.

Because NIKE is a consumer products company, the relative popularity of various sports and fitness activities and changing design trends affect the demand for our products. We must, therefore, respond to trends and shifts in consumer preferences by adjusting the mix of existing product offerings, developing new products, styles and categories and influencing sports and fitness preferences through extensive marketing. Failure to respond in a timely and adequate manner could have a material adverse effect on our sales and profitability. This is a continuing risk. We report our NIKE Brand operations based on our internal geographic organization. Each NIKE Brand geography operates predominantly in one industry: the design, development, marketing and selling of athletic footwear, apparel, equipment, accessories and services. Our reportable operating segments for the NIKE Brand are: North America, Western Europe, Central & Eastern Europe, Greater China, Japan and Emerging Markets. Our NIKE Brand Direct to Consumer operations are managed within each geographic operating segment.

Converse is also a reportable segment, and operates in one industry: the design, marketing, licensing and selling of casual sneakers, apparel and accessories.

## United States Market

For both fiscal 2015 and fiscal 2014, NIKE Brand and Converse sales in the United States accounted for approximately 46% of total revenues, compared to 45% for fiscal 2013. We sell our NIKE Brand, Jordan Brand, Hurley and Converse products to thousands of retail accounts in the United States, including a mix of footwear stores, sporting goods stores, athletic specialty stores, department stores, skate, tennis and golf shops and other retail accounts. In the United States, we utilize NIKE sales offices to solicit sales as well as independent sales representatives to sell specialty products for golf and skateboarding. During fiscal 2015, our three largest customers accounted for approximately 26% of sales in the United States.

We make substantial use of our futures ordering program, which allows retailers to order five to six months in advance of delivery with the commitment that their orders will be delivered within a set time period at a fixed price. In fiscal 2015, 87% of our U.S. wholesale footwear shipments (excluding NIKE Golf, Hurley and Converse) were made under the futures program, compared to 86% in fiscal 2014 and 87% in fiscal 2013. In fiscal 2015, 67% of our U.S. wholesale apparel shipments (excluding NIKE Golf, Hurley and Converse) were made under the futures program, compared to 71% in fiscal 2014 and 67% in fiscal 2013.

Our Direct to Consumer operations sell NIKE Brand products, including Jordan Brand and Hurley, to consumers through our e-commerce website, [www.nike.com](http://www.nike.com). We also sell Converse products to consumers through a Converse owned e-commerce website, [www.converse.com](http://www.converse.com). In addition, our Direct to Consumer operations sell through the following number of retail stores in the United States:

U.S. Retail Stores	Number
NIKE Brand factory stores	185
NIKE Brand in-line stores, including employee-only stores	33
Converse stores (including factory stores)	92
Hurley stores (including factory and employee stores)	29
<b>TOTAL</b>	<b>339</b>

NIKE owns a full product line distribution center located in Memphis, Tennessee. In addition, NIKE has four other distribution centers, three of which are leased, also located in Memphis. NIKE Brand apparel and equipment products are also shipped from our leased Foothill Ranch, California distribution center. Converse and Hurley products are shipped primarily from leased facilities in Ontario, California.

## International Markets

For both fiscal 2015 and fiscal 2014, non-U.S. NIKE Brand and Converse sales accounted for 54% of total revenues, compared with 55% for fiscal 2013. We sell our products to retail accounts, through our own Direct to Consumer operations and through a mix of independent distributors, licensees and sales representatives around the world. We sell to thousands of retail accounts and ship products from 45 distribution centers outside of the United States. In many countries and regions, including Canada, Asia, some Latin American countries and Europe, we have a futures ordering program for retailers similar to the United States futures ordering program described above. During fiscal 2015, NIKE's three largest customers outside of the United States accounted for approximately 12% of total non-U.S. sales.

Our Direct to Consumer business operates the following number of retail stores outside the United States, in addition to NIKE and Converse owned e-commerce websites in over 25 countries:

Non-U.S. Retail Stores	Number
NIKE Brand factory stores	512
NIKE Brand in-line stores, including employee-only stores	73
Converse stores (including factory stores)	7
<b>TOTAL</b>	<b>592</b>

International branch offices and subsidiaries of NIKE are located in Argentina, Australia, Austria, Belgium, Bermuda, Brazil, Canada, Chile, China, Croatia, Cyprus, the Czech Republic, Denmark, Finland, France, Germany, Greece, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Korea, Malaysia, Mexico, New Zealand, the Netherlands, Norway, Panama, the Philippines, Poland, Portugal, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, the United Arab Emirates, the United Kingdom, Uruguay and Vietnam.

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## Significant Customer

No customer accounted for 10% or more of our worldwide net sales during fiscal 2015 .

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## Orders

Worldwide futures orders for NIKE Brand athletic footwear and apparel, scheduled for delivery from June through November 2015, were \$13.5 billion compared with \$13.3 billion for the same period last year. This futures orders amount is calculated based upon our forecast of the actual currency exchange rates under which our revenues will be translated during this period. Reported futures orders are not necessarily indicative of our expectation of revenues for this period. This is because the mix of orders can shift between futures and at-once orders and the fulfillment of certain of these futures orders may fall outside of the scheduled time period noted above. In addition, foreign currency exchange rate fluctuations as well as differing levels of discounts, order cancellations and returns can cause differences in the comparisons between futures orders and actual revenues. Moreover, a portion of our revenue is not derived from futures orders, including at-once and closeout sales of NIKE Brand footwear and apparel, sales of NIKE Brand equipment, sales from our Direct to Consumer operations and sales from our Converse, Hurley and NIKE Golf businesses.

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## Product Research, Design and Development

We believe our research, design and development efforts are key factors in our success. Technical innovation in the design and manufacturing process of footwear, apparel and athletic equipment receive continued emphasis as NIKE strives to produce products that help to enhance athletic performance, reduce injury and maximize comfort while reducing waste.

In addition to NIKE's own staff of specialists in the areas of biomechanics, chemistry, exercise physiology, engineering, industrial design, sustainability and related fields, we also utilize research committees and advisory boards made up of athletes, coaches, trainers, equipment managers, orthopedists, podiatrists and other experts who consult with us and review designs, materials, concepts for product and manufacturing process improvements and compliance with product safety regulations around the world. Employee athletes, athletes engaged under sports marketing contracts and other athletes wear-test and evaluate products during the design and development process.

As we continue to develop new technologies, NIKE is simultaneously focused on the design of innovative products incorporating such technologies throughout our product categories. Using market intelligence and research, the various NIKE design teams identify opportunities to leverage new technologies in existing categories responding to consumer preferences. The proliferation of NIKE Air, Lunar, Zoom, Free, Flywire, Dri-Fit, Flyknit, Flyweave and NIKE+ technologies through Running, Basketball, Men's Training, Women's Training and Sportswear, among others, typifies our dedication to designing innovative products.

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## Manufacturing

We are supplied by approximately 146 footwear factories located in 14 countries. The largest single footwear factory accounted for approximately 7% of total fiscal 2015 NIKE Brand footwear production. Virtually all of our footwear is manufactured outside of the United States by independent contract manufacturers who often operate multiple factories. In fiscal 2015 , contract factories in Vietnam, China and Indonesia manufactured approximately 43%, 32% and 20% of total NIKE Brand footwear, respectively. We also have manufacturing agreements with independent factories in Argentina, Brazil, India and Mexico to manufacture footwear for sale primarily within those countries. In fiscal 2015 , five footwear contract manufacturers each accounted for greater than 10% of footwear production, and in aggregate accounted for approximately 69% of NIKE Brand footwear production.

We are supplied by approximately 408 apparel factories located in 39 countries. The largest single apparel factory accounted for approximately 11% of total fiscal 2015 NIKE Brand apparel production. Virtually all of our apparel is manufactured outside of the United States by independent contract manufacturers which often operate multiple factories. In fiscal 2015 , most of this apparel production occurred in China, Vietnam, Sri Lanka, Thailand, Indonesia, Malaysia and Cambodia. In fiscal 2015 , one apparel contract manufacturer accounted for more than 10% of apparel production, and the top five contract manufacturers in aggregate accounted for approximately 36% of NIKE Brand apparel production.

The principal materials used in our footwear products are natural and synthetic rubber, plastic compounds, foam cushioning materials, natural and synthetic leather, nylon, polyester and canvas, as well as polyurethane films used to make NIKE Air-Sole cushioning components. During fiscal 2015 , NIKE IHM, Inc., a wholly-owned subsidiary of NIKE, Inc., with facilities near Beaverton, Oregon and in St. Louis, Missouri, and independent contractors in China and Vietnam, were our largest suppliers of the Air-Sole cushioning components used in footwear. The principal materials used in our apparel products are natural and synthetic fabrics and threads (both virgin and recycled); specialized performance fabrics designed to efficiently wick moisture away from the body, retain heat and repel rain and/or snow; and plastic and metal hardware. NIKE's independent contractors and suppliers buy raw materials for the manufacturing of our footwear, apparel and equipment products. Most raw materials are available and purchased by those independent contractors and suppliers in the countries where manufacturing takes place. NIKE's independent contract manufacturers and suppliers have thus far experienced little difficulty in satisfying raw material requirements for the production of our products.

Since 1972, Sojitz Corporation of America (“Sojitz America”), a large Japanese trading company and the sole owner of our redeemable preferred stock, has performed significant import-export financing services for us. During fiscal 2015, Sojitz America provided financing and purchasing services for NIKE Brand products sold in certain NIKE markets including Argentina, Uruguay, Canada, Brazil, India, Indonesia, the Philippines, South Africa and Thailand, excluding products produced and sold in the same country. Approximately 8% of NIKE Brand sales occurred in those countries. Any failure of Sojitz America to provide these services or any failure of Sojitz America’s banks could disrupt our ability to acquire products from our suppliers and to deliver products to our customers in those markets. Such a disruption could result in canceled orders that would adversely affect sales and profitability. However, we believe that any such disruption would be short-term in duration due to the ready availability of alternative sources of financing at competitive rates. Our current agreements with Sojitz America expire on May 31, 2018, and contain a provision allowing us to extend the agreements to May 31, 2019.

## International Operations and Trade

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Our international operations and sources of supply are subject to the usual risks of doing business abroad, such as possible increases in import duties, anti-dumping measures, quotas, safeguard measures, trade restrictions, restrictions on the transfer of funds and, in certain parts of the world, political instability and terrorism. We have not, to date, been materially affected by any such risk, but cannot predict the likelihood of such material effects occurring in the future.

In recent years, uncertain global and regional economic conditions have affected international trade and caused a rise in protectionist actions around the world. These trends are affecting many global manufacturing and service sectors, and the footwear and apparel industries, as a whole, are not immune. Companies in our industry are facing trade protectionism in many different regions, and in nearly all cases we are working together with industry groups to address trade issues and reduce the impact to the industry, while observing applicable competition laws. Notwithstanding our efforts, protectionist measures have resulted in increases in the cost of our products, and additional measures, if implemented, could adversely affect sales and/or profitability for NIKE as well as the imported footwear and apparel industry as a whole.

We monitor protectionist trends and developments throughout the world that may materially impact our industry, and we engage in administrative and judicial processes to mitigate trade restrictions. In Brazil and Argentina, we are actively participating in dumping investigations against footwear from China and actively monitoring actions in other countries that may result in additional anti-dumping measures and could affect our industry. We are also monitoring for and advocating against other impediments that may limit or delay customs clearance for imports of footwear, apparel and equipment. Moreover, with respect to trade restrictions targeting China, which represents an important sourcing country and consumer market for us, we are working with a broad coalition of global businesses and trade associations representing a wide variety of sectors to help ensure that any legislation enacted and implemented (i) addresses legitimate and core concerns, (ii) is consistent with international trade rules, and (iii) reflects and considers China’s domestic economy and the important role it has in the global economic community.

Where trade protection measures are implemented, we believe that we have the ability to develop, over a period of time, adequate alternative sources of supply for the products obtained from our present suppliers. If events prevented us from acquiring products from our suppliers in a particular country, our operations could be temporarily disrupted and we could experience an adverse financial impact. However, we believe we could abate any such disruption, and that much of the adverse impact on supply would, therefore, be of a short-term nature, although alternate sources of supply might not be as cost-effective and could have an ongoing adverse impact on profitability.

NIKE advocates for trade liberalization for footwear and apparel in a number of regional and bilateral free trade agreements. The passage of Trade Promotion Authority in the United States will enable the conclusion of the Trans-Pacific Partnership (TPP). If ultimately passed, the TPP has the potential to reduce or eliminate high rates of customs duties for imports into the United States of NIKE products sourced from TPP countries (primarily footwear and apparel from Vietnam and apparel from Malaysia). Similarly, the European Union is close to concluding a free trade agreement with Vietnam that could lead to duty reduction or elimination for footwear and apparel.

## Competition

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The athletic footwear, apparel and equipment industry is highly competitive on a worldwide basis. We compete internationally with a significant number of athletic and leisure footwear companies, athletic and leisure apparel companies, sports equipment companies and large companies having diversified lines of athletic and leisure footwear, apparel and equipment, including adidas, Li Ning, lululemon athletica, Puma, V.F. Corp., Under Armour and UNIQLO, among others. The intense competition and the rapid changes in technology and consumer preferences in the markets for athletic and leisure footwear and apparel, and athletic equipment, constitute significant risk factors in our operations.

NIKE is the largest seller of athletic footwear, apparel and equipment in the world. Important aspects of competition in this industry are:

- Product attributes such as quality; performance and reliability; new product innovation and development and consumer price/value.
- Consumer connection and affinity for brands and products, developed through marketing and promotion; social media interaction; customer support and service; identification with prominent and influential athletes, coaches, teams, colleges and sports leagues who endorse our brands and use our products and active engagement through sponsored sporting events and clinics.
- Effective sourcing and distribution of products, with attractive merchandising and presentation at retail, both in-store and online.

We believe that we are competitive in all of these areas.

## Trademarks and Patents

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We utilize trademarks on nearly all of our products and believe having distinctive marks that are readily identifiable is an important factor in creating a market for our goods, in identifying our brands and the Company and in distinguishing our goods from the goods of others. We consider our NIKE and Swoosh Design trademarks to be among our most valuable assets and we have registered these trademarks in almost 170 jurisdictions worldwide. In addition, we own many other trademarks that we utilize in marketing our products. We own common law rights in the trade dress of several significant shoe designs and elements. For certain trade dress, we have sought and obtained trademark registrations.

NIKE has copyright protection in its design, graphics and other original works. When appropriate, we have sought registrations for this content.



NIKE owns patents, and has a patent license, facilitating its use of “Air” technologies. The “Air” process utilizes pressurized gas encapsulated in polyurethane. Some of the early patents directed to the “Air” technologies have expired, which may enable competitors to use certain types of similar technology. Subsequent NIKE patents directed to the “Air” technologies will not expire for several years.

We also file and maintain many U.S. and foreign utility patents, as well as many U.S. and foreign design patents protecting components, manufacturing techniques, features and industrial design used in various athletic and leisure footwear, apparel, athletic equipment, digital devices and golf products. These patents expire at various times; and patents issued for original applications filed this calendar year in the United States may last until 2030 for design patents and until 2035 for utility patents.

We believe our success depends primarily upon our capabilities in areas such as design, research and development, production and marketing rather than exclusively upon our patent and trade secret positions. However, we have followed a policy of filing patent applications for the United States and select foreign countries on inventions, designs and improvements that we deem valuable. We also continue to vigorously protect our trademarks and patents against third-party infringement.

## Employees

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As of May 31, 2015, we had approximately 62,600 employees worldwide, including retail and part-time employees. Management considers its relationship with employees to be excellent. None of our employees are represented by a union, except for certain employees in the Emerging Markets geography, where local law requires those employees to be represented by a trade union. Also, in some countries outside of the United States, local laws require employee representation by works councils (which may be entitled to information and consultation on certain Company decisions) or by organizations similar to a union. In certain European countries, we are required by local law to enter into and/or comply with industry-wide or national collective bargaining agreements. NIKE has never experienced a material interruption of operations due to labor disagreements.

## Executive Officers of the Registrant

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The executive officers of NIKE, Inc. as of July 17, 2015 are as follows:

**Philip H. Knight**, Chairman of the Board of Directors — Mr. Knight, 77, a director since 1968, is a co-founder of NIKE and, except for the period from June 1983 through September 1984, served as its President from 1968 to 1990 and from June 2000 to December 2004. Prior to 1968, Mr. Knight was a certified public accountant with Price Waterhouse and Coopers & Lybrand and was an Assistant Professor of Business Administration at Portland State University.

**Mark G. Parker**, President and Chief Executive Officer — Mr. Parker, 59, was appointed President and Chief Executive Officer in January 2006. He has been employed by NIKE since 1979 with primary responsibilities in product research, design and development, marketing and brand management. Mr. Parker was appointed divisional Vice President in charge of product development in 1987, corporate Vice President in 1989, General Manager in 1993, Vice President of Global Footwear in 1998 and President of the NIKE Brand in 2001.

**David J. Ayre**, Executive Vice President, Global Human Resources — Mr. Ayre, 55, joined NIKE as Vice President, Global Human Resources in 2007. Prior to joining NIKE, he held a number of senior human resource positions with PepsiCo, Inc. since 1990, most recently as head of Talent and Performance Rewards.

**Donald W. Blair**, Executive Vice President and Chief Financial Officer — Mr. Blair, 57, joined NIKE in November 1999. Prior to joining NIKE, he held a number of financial management positions with PepsiCo, Inc., including Vice President, Finance of Pepsi-Cola Asia, Vice President, Planning of PepsiCo's Pizza Hut Division and Senior Vice President, Finance of The Pepsi Bottling Group, Inc. Prior to joining PepsiCo, Mr. Blair was a certified public accountant with Deloitte, Haskins & Sells.

**Trevor A. Edwards**, President, NIKE Brand — Mr. Edwards, 52, joined NIKE in 1992. He was appointed Marketing Manager, Strategic Accounts for Foot Locker in 1993, Director of Marketing for the Americas in 1995, Director of Marketing for Europe in 1997, Vice President, Marketing for Europe, Middle East and Africa in 1999 and Vice President, U.S. Brand Marketing in 2000. Mr. Edwards was appointed corporate Vice President, Global Brand Management in 2002, Vice President, Global Brand and Category Management in 2006 and President, NIKE Brand in 2013. Prior to NIKE, Mr. Edwards was with the Colgate-Palmolive Company.

**Jeanne P. Jackson**, President, Product and Merchandising — Ms. Jackson, 63, joined NIKE in 2009. She was appointed President, Direct to Consumer in 2009 and President, Product and Merchandising in 2013. Ms. Jackson also served as a member of the NIKE, Inc. Board of Directors from 2001 through 2009. She founded and served as Chief Executive Officer of MSP Capital, a private investment company, from 2002 to 2009. Ms. Jackson was Chief Executive Officer of Walmart.com from March 2000 to January 2002. She was with Gap, Inc., as President and Chief Executive Officer of Banana Republic from 1995 to 2000, also serving as Chief Executive Officer of Gap, Inc. Direct from 1998 to 2000. Since 1978, she has held various retail management positions with Victoria's Secret, The Walt Disney Company, Saks Fifth Avenue and Federated Department Stores.

**Hilary K. Krane**, Executive Vice President, Chief Administrative Officer and General Counsel — Ms. Krane, 51, joined NIKE as Vice President and General Counsel in April 2010. In 2011, her responsibilities expanded and she became Vice President, General Counsel and Corporate Affairs. Ms. Krane was appointed to Executive Vice President, Chief Administrative Officer and General Counsel in 2013. Prior to joining NIKE, Ms. Krane was General Counsel and Senior Vice President for Corporate Affairs at Levi Strauss & Co. from 2006 to 2010. From 1996 to 2006, she was a partner and assistant general counsel at PricewaterhouseCoopers LLP.

**John F. Slusher**, Executive Vice President, Global Sports Marketing — Mr. Slusher, 46, has been employed by NIKE since 1998 with primary responsibilities in global sports marketing. Mr. Slusher was appointed Director of Sports Marketing for the Asia Pacific and Americas in 2006, divisional Vice President of Asia Pacific & Americas Sports Marketing in September 2007 and Vice President, Global Sports Marketing in November 2007. Prior to joining NIKE, Mr. Slusher was an attorney at the law firm of O'Melveny & Myers from 1995 to 1998.

**Eric D. Sprunk**, Chief Operating Officer — Mr. Sprunk, 51, joined NIKE in 1993. He was appointed Finance Director and General Manager of the Americas in 1994, Finance Director for NIKE Europe in 1995, Regional General Manager of NIKE Europe Footwear in 1998 and Vice President & General Manager of the Americas in 2000. Mr. Sprunk was appointed Vice President of Global Footwear in 2001, Vice President of Merchandising and Product in 2009 and Chief Operating Officer in 2013. Prior to joining NIKE, Mr. Sprunk was a certified public accountant with Price Waterhouse from 1987 to 1993.

# ITEM 1A. Risk Factors

## Special Note Regarding Forward-Looking Statements and Analyst Reports

Certain written and oral statements, other than purely historic information, including estimates, projections, statements relating to NIKE's business plans, objectives and expected operating results and the assumptions upon which those statements are based, made or incorporated by reference from time to time by NIKE or its representatives in this report, other reports, filings with the SEC, press releases, conferences or otherwise, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate or imply future results, performance or achievements, and may contain the words "believe," "anticipate," "expect," "estimate," "project," "will be," "will continue," "will likely result" or words or phrases of similar meaning. Forward-looking statements involve risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. The risks and uncertainties are detailed from time to time in reports filed by NIKE with the SEC, including reports filed on Forms 8-K, 10-Q and 10-K, and include, among others, the following: international, national and local general economic and market conditions; the size and growth of the overall athletic footwear, apparel and equipment markets; intense competition among designers, marketers, distributors and sellers of athletic footwear, apparel and equipment for consumers and endorsers; demographic changes; changes in consumer preferences; popularity of particular designs, categories of products and sports; seasonal and geographic demand for NIKE products; difficulties in anticipating or forecasting changes in consumer preferences, consumer demand for NIKE products and the various market factors described above; difficulties in implementing, operating and maintaining NIKE's increasingly complex information systems and controls, including, without limitation, the systems related to demand and supply planning and inventory control; interruptions in data and information technology systems; consumer data security; fluctuations and difficulty in forecasting operating results, including, without limitation, the fact that advance futures orders may not be indicative of future revenues due to changes in shipment timing, the changing mix of futures and at-once orders, and discounts, order cancellations and returns; the ability of NIKE to sustain, manage or forecast its growth and inventories; the size, timing and mix of purchases of NIKE's products; increases in the cost of materials, labor and energy used to manufacture products; new product development and introduction; the ability to secure and protect trademarks, patents and other intellectual property; product performance and quality; customer service; adverse publicity; the loss of significant customers or suppliers; dependence on distributors and licensees; business disruptions; increased costs of freight and transportation to meet delivery deadlines; increases in borrowing costs due to any decline in NIKE's debt ratings; changes in business strategy or development plans; general risks associated with doing business outside the United States, including, without limitation, exchange rate fluctuations, import duties, tariffs, quotas, political and economic instability and terrorism; changes in government regulations; the impact of, including business and legal developments relating to, climate change; natural disasters; liability and other claims asserted against NIKE; the ability to attract and retain qualified personnel; the effects of NIKE's decision to invest in or divest of businesses and other factors referenced or incorporated by reference in this report and other reports.

The risks included here are not exhaustive. Other sections of this report may include additional factors which could adversely affect NIKE's business and financial performance. Moreover, NIKE operates in a very competitive and rapidly changing environment. New risks emerge from time to time and it is not possible for management to predict all such risks, nor can it assess the impact of all such risks on NIKE's business or the extent to which any risk, or combination of risks, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

Investors should also be aware that while NIKE does, from time to time, communicate with securities analysts, it is against NIKE's policy to disclose to them any material non-public information or other confidential commercial information. Accordingly, shareholders should not assume that NIKE agrees with any statement or report issued by any analyst irrespective of the content of the statement or report. Furthermore, NIKE has a policy against issuing or confirming financial forecasts or projections issued by others. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts or opinions, such reports are not the responsibility of NIKE.

### **Our products face intense competition.**

NIKE is a consumer products company and the relative popularity of various sports and fitness activities and changing design trends affect the demand for our products. The athletic footwear, apparel and equipment industry is highly competitive in the United States and on a worldwide basis. We compete internationally with a significant number of athletic and leisure footwear companies, athletic and leisure apparel companies, sports equipment companies and large companies having diversified lines of athletic and leisure footwear, apparel and equipment. We also compete with other companies for the production capacity of independent manufacturers that produce our products.

Product offerings, technologies, marketing expenditures (including expenditures for advertising and endorsements), pricing, costs of production, customer service and social media presence are areas of intense competition. This, in addition to rapid changes in technology and consumer preferences in the markets for athletic and leisure footwear and apparel, and athletic equipment, constitute significant risk factors in our operations. If we do not adequately and timely anticipate and respond to our competitors, our costs may increase or the consumer demand for our products may decline significantly.

### **Failure to maintain our reputation and brand image could negatively impact our business.**

Our iconic brands have worldwide recognition, and our success depends on our ability to maintain and enhance our brand image and reputation. Maintaining, promoting and growing our brands will depend on our design and marketing efforts, including advertising and consumer campaigns, product innovation and product quality. Our commitment to product innovation and quality and our continuing investment in design (including materials) and marketing may not have the desired impact on our brand image and reputation. We could be adversely impacted if we fail to achieve any of these objectives or if the reputation or image of any of our brands is tarnished or receives negative publicity. In addition, adverse publicity about regulatory or legal action against us could damage our reputation and brand image, undermine consumer confidence in us and reduce long-term demand for our products, even if the regulatory or legal action is unfounded or not material to our operations.

In addition, our success in maintaining, extending and expanding our brand image depends on our ability to adapt to a rapidly changing media environment, including our increasing reliance on social media and online dissemination of advertising campaigns. Negative posts or comments about us on social networking websites could seriously damage our reputation and brand image. If we do not maintain, extend and expand our brand image, then our product sales, financial condition and results of operations could be materially and adversely affected.

**If we are unable to anticipate consumer preferences and develop new products, we may not be able to maintain or increase our revenues and profits.**

Our success depends on our ability to identify, originate and define product trends as well as to anticipate, gauge and react to changing consumer demands in a timely manner. However, lead times for many of our products may make it more difficult for us to respond rapidly to new or changing product trends or consumer preferences. All of our products are subject to changing consumer preferences that cannot be predicted with certainty. Our new products may not receive consumer acceptance as consumer preferences could shift rapidly to different types of performance products or away from these types of products altogether, and our future success depends in part on our ability to anticipate and respond to these changes. If we fail to anticipate accurately and respond to trends and shifts in consumer preferences by adjusting the mix of existing product offerings, developing new products, designs, styles and categories, and influencing sports and fitness preferences through aggressive marketing, we could experience lower sales, excess inventories or lower profit margins, any of which could have an adverse effect on our results of operations and financial condition. In addition, we market our products globally through a diverse spectrum of advertising and promotional programs and campaigns, including social media and online advertising. If we do not successfully market our products or if advertising and promotional costs increase, these factors could have an adverse effect on our business, financial condition and results of operations.

**We rely on technical innovation and high-quality products to compete in the market for our products.**

Technical innovation and quality control in the design and manufacturing process of footwear, apparel and athletic equipment is essential to the commercial success of our products. Research and development plays a key role in technical innovation. We rely upon specialists in the fields of biomechanics, chemistry, exercise physiology, engineering, industrial design, sustainability and related fields, as well as research committees and advisory boards made up of athletes, coaches, trainers, equipment managers, orthopedists, podiatrists and other experts to develop and test cutting edge performance products. While we strive to produce products that help to enhance athletic performance, reduce injury and maximize comfort, if we fail to introduce technical innovation in our products, consumer demand for our products could decline, and if we experience problems with the quality of our products, we may incur substantial expense to remedy the problems.

**Failure to continue to obtain or maintain high-quality endorsers of our products could harm our business.**

We establish relationships with professional athletes, sports teams and leagues to develop, evaluate and promote our products, as well as establish product authenticity with consumers. However, as competition in our industry has increased, the costs associated with establishing and retaining such sponsorships and other relationships have increased. If we are unable to maintain our current associations with professional athletes, sports teams and leagues, or to do so at a reasonable cost, we could lose the on-field authenticity associated with our products, and we may be required to modify and substantially increase our marketing investments. As a result, our brands, net revenues, expenses and profitability could be harmed.

Furthermore, if certain endorsers were to stop using our products contrary to their endorsement agreements, our business could be adversely affected. In addition, actions taken by athletes, teams or leagues associated with our products that harm the reputations of those athletes, teams or leagues, could also seriously harm our brand image with consumers and, as a result, could have an adverse effect on our sales and financial condition. In addition, poor performance by our endorsers, a failure to continue to correctly identify promising athletes to use and endorse our products, or a failure to enter into cost-effective endorsement arrangements with prominent athletes and sports organizations could adversely affect our brand, sales and profitability.

**Currency exchange rate fluctuations could result in lower revenues, higher costs and decreased margins and earnings.**

A majority of our products are manufactured and sold outside of the United States. As a result, we conduct purchase and sale transactions in various currencies, which increases our exposure to fluctuations in foreign currency exchange rates globally. Our international revenues and expenses generally are derived from sales and operations in foreign currencies, and these revenues and expenses could be affected by currency fluctuations, including amounts recorded in foreign currencies and translated into U.S. Dollars for consolidated financial reporting, as weakening of foreign currencies relative to the U.S. Dollar adversely affects the U.S. Dollar value of the Company's foreign currency-denominated sales and earnings. Currency exchange rate fluctuations could also disrupt the business of the independent manufacturers that produce our products by making their purchases of raw materials more expensive and more difficult to finance. Foreign currency fluctuations have adversely affected, and could continue to have an adverse effect on our results of operations and financial condition.

We may hedge certain foreign currency exposures to lessen and delay, but not to completely eliminate, the effects of foreign currency fluctuations on our financial results. Since the hedging activities are designed to lessen volatility, they not only reduce the negative impact of a stronger U.S. Dollar or other trading currency, but they also reduce the positive impact of a weaker U.S. Dollar or other trading currency. Our future financial results could be significantly affected by the value of the U.S. Dollar in relation to the foreign currencies in which we conduct business. The degree to which our financial results are affected for any given time period will depend in part upon our hedging activities.

## **Global economic conditions could have a material adverse effect on our business, operating results and financial condition.**

The uncertain state of the global economy continues to impact businesses around the world, and most acutely in emerging markets and developing economies. If global economic and financial market conditions do not improve or deteriorate, the following factors could have a material adverse effect on our business, operating results and financial condition:

- Slower consumer spending may result in reduced demand for our products, reduced orders from retailers for our products, order cancellations, lower revenues, higher discounts, increased inventories and lower gross margins.
- In the future, we may be unable to access financing in the credit and capital markets at reasonable rates in the event we find it desirable to do so.
- We conduct transactions in various currencies, which increases our exposure to fluctuations in foreign currency exchange rates relative to the U.S. Dollar. Continued volatility in the markets and exchange rates for foreign currencies and contracts in foreign currencies could have a significant impact on our reported operating results and financial condition.
- Continued volatility in the availability and prices for commodities and raw materials we use in our products and in our supply chain (such as cotton or petroleum derivatives) could have a material adverse effect on our costs, gross margins and profitability.
- If retailers of our products experience declining revenues, or experience difficulty obtaining financing in the capital and credit markets to purchase our products, this could result in reduced orders for our products, order cancellations, late retailer payments, extended payment terms, higher accounts receivable, reduced cash flows, greater expense associated with collection efforts and increased bad debt expense.
- If retailers of our products experience severe financial difficulty, some may become insolvent and cease business operations, which could negatively impact the sale of our products to consumers.
- If contract manufacturers of our products or other participants in our supply chain experience difficulty obtaining financing in the capital and credit markets to purchase raw materials or to finance capital equipment and other general working capital needs, it may result in delays or non-delivery of shipments of our products.

## **Our business is affected by seasonality, which could result in fluctuations in our operating results.**

We experience moderate fluctuations in aggregate sales volume during the year. Historically, revenues in the first and fourth fiscal quarters have slightly exceeded those in the second and third fiscal quarters. However, the mix of product sales may vary considerably from time to time as a result of changes in seasonal and geographic demand for particular types of footwear, apparel and equipment and in connection with the timing of global sporting events, including without limitation the Olympics and the World Cup. In addition, our customers may cancel orders, change delivery schedules or change the mix of products ordered with minimal notice. As a result, we may not be able to accurately predict our quarterly sales. Accordingly, our results of operations are likely to fluctuate significantly from period to period. This seasonality, along with other factors that are beyond our control, including general economic conditions, changes in consumer preferences, weather conditions, availability of import quotas, transportation disruptions and currency exchange rate fluctuations, could adversely affect our business and cause our results of operations to fluctuate. Our operating margins are also sensitive to a number of additional factors that are beyond our control, including manufacturing and transportation costs, shifts in product sales mix and geographic sales trends, all of which we expect to continue. Results of operations in any period should not be considered indicative of the results to be expected for any future period.

## **Futures orders may not be an accurate indication of our future revenues.**

We make substantial use of our futures ordering program, which allows retailers to order five to six months in advance of delivery with the commitment that their orders will be delivered within a set period of time at a fixed price. Our futures ordering program allows us to minimize the amount of products we hold in inventory, purchasing costs, the time necessary to fill customer orders and the risk of non-delivery. We report changes in futures orders in our periodic financial reports. Although we believe futures orders are an important indicator of our future revenues, reported futures orders are not necessarily indicative of our expectation of revenues for any future period. This is because the mix of orders can shift between futures and at-once orders. In addition, foreign currency exchange rate fluctuations, order cancellations, shipping timing, returns and discounts can cause differences in the comparisons between futures orders and actual revenues. Moreover, a significant portion of our revenue is not derived from futures orders, including at-once and closeout sales of NIKE Brand footwear and apparel, sales of NIKE Brand equipment, sales from our Direct to Consumer operations and sales from our Converse, Hurley and NIKE Golf businesses.

## **Our futures ordering program does not prevent excess inventories or inventory shortages, which could result in decreased operating margins, cash flows and harm to our business.**

We purchase products from manufacturers outside of our futures ordering program and in advance of customer orders, which we hold in inventory and resell to customers. There is a risk we may be unable to sell excess products ordered from manufacturers. Inventory levels in excess of customer demand may result in inventory write-downs, and the sale of excess inventory at discounted prices could significantly impair our brand image and have an adverse effect on our operating results and financial condition. Conversely, if we underestimate consumer demand for our products or if our manufacturers fail to supply products we require at the time we need them, we may experience inventory shortages. Inventory shortages might delay shipments to customers, negatively impact retailer and distributor relationships and diminish brand loyalty.

The difficulty in forecasting demand also makes it difficult to estimate our future results of operations and financial condition from period to period. A failure to accurately predict the level of demand for our products could adversely affect our net revenues and net income, and we are unlikely to forecast such effects with any certainty in advance.

**We may be adversely affected by the financial health of our retailers.**

We extend credit to our customers based on an assessment of a customer's financial condition, generally without requiring collateral. To assist in the scheduling of production and the shipping of seasonal products, we offer customers the ability to place orders five to six months ahead of delivery under our futures ordering program. These advance orders may be canceled, and the risk of cancellation may increase when dealing with financially ailing retailers or retailers struggling with economic uncertainty. In the past, some customers have experienced financial difficulties, which have had an adverse effect on our sales, our ability to collect on receivables and our financial condition. When the retail economy weakens, retailers may be more cautious with orders. A slowing economy in our key markets could adversely affect the financial health of our customers, which in turn could have an adverse effect on our results of operations and financial condition. In addition, product sales are dependent in part on high quality merchandising and an appealing store environment to attract consumers, which requires continuing investments by retailers. Retailers that experience financial difficulties may fail to make such investments or delay them, resulting in lower sales and orders for our products.

**Consolidation of retailers or concentration of retail market share among a few retailers may increase and concentrate our credit risk, and impair our ability to sell products.**

The athletic footwear, apparel and equipment retail markets in some countries are dominated by a few large athletic footwear, apparel and equipment retailers with many stores. These retailers have in the past increased their market share and may continue to do so in the future by expanding through acquisitions and construction of additional stores. These situations concentrate our credit risk with a relatively small number of retailers, and, if any of these retailers were to experience a shortage of liquidity, it would increase the risk that their outstanding payables to us may not be paid. In addition, increasing market share concentration among one or a few retailers in a particular country or region increases the risk that if any one of them substantially reduces their purchases of our products, we may be unable to find a sufficient number of other retail outlets for our products to sustain the same level of sales and revenues.

**Our Direct to Consumer operations have required and will continue to require a substantial investment and commitment of resources, and are subject to numerous risks and uncertainties.**

Our Direct to Consumer stores have required substantial fixed investment in equipment and leasehold improvements, information systems, inventory and personnel. We have entered into substantial operating lease commitments for retail space. Certain stores have been designed and built to serve as high-profile venues to promote brand awareness and marketing activities. Because of their unique design elements, locations and size, these stores require substantially more investment than other stores. Due to the high fixed-cost structure associated with our Direct to Consumer operations, a decline in sales or the closure or poor performance of individual or multiple stores could result in significant lease termination costs, write-offs of equipment and leasehold improvements and employee-related costs.

Many factors unique to retail operations, some of which are beyond the Company's control, pose risks and uncertainties. Risks include, but are not limited to: credit card fraud; mismanagement of existing retail channel partners; and inability to manage costs associated with store construction and operation. In addition, extreme weather conditions in the areas in which our stores are located could adversely affect our business.

**If the technology-based systems that give our customers the ability to shop with us online do not function effectively, our operating results, as well as our ability to grow our e-commerce business globally, could be materially adversely affected.**

Many of our customers shop with us through our e-commerce website and mobile commerce applications. Increasingly, customers are using tablets and smart phones to shop online with us and with our competitors and to do comparison shopping. We are increasingly using social media and proprietary mobile applications to interact with our customers and as a means to enhance their shopping experience. Any failure on our part to provide attractive, effective, reliable, user-friendly e-commerce platforms that offer a wide assortment of merchandise with rapid delivery options and that continually meet the changing expectations of online shoppers could place us at a competitive disadvantage, result in the loss of e-commerce and other sales, harm our reputation with customers, have a material adverse impact on the growth of our e-commerce business globally and could have a material adverse impact on our business and results of operations.

Risks specific to our e-commerce business also include diversion of sales from our and our retailers' brick and mortar stores, difficulty in recreating the in-store experience through direct channels and liability for online content. Our failure to successfully respond to these risks might adversely affect sales in our e-commerce business, as well as damage our reputation and brands.

**Failure to adequately protect or enforce our intellectual property rights could adversely affect our business.**

We believe that our intellectual property rights are important to our brand, our success and our competitive position. We periodically discover products that are counterfeit reproductions of our products or that otherwise infringe on our intellectual property rights. If we are unsuccessful in enforcing our intellectual property, continued sales of these products could adversely affect our sales and our brand and could result in a shift of consumer preference away from our products.

The actions we take to establish and protect our intellectual property rights may not be adequate to prevent imitation of our products by others or to prevent others from seeking to block sales of our products as violations of proprietary rights.

We may be subject to liability if third parties successfully claim that we infringe on their intellectual property rights. Defending infringement claims could be expensive and time-consuming and might result in our entering into costly license agreements. We also may be subject to significant damages or injunctions against development, use, importation and/or sale of certain products.

We take various actions to prevent the unauthorized use and/or disclosure of confidential information. Such actions include contractual measures such as entering into non-disclosure and non-compete agreements and providing confidential information awareness training. Our controls and efforts to prevent unauthorized use and/or disclosure of confidential information might not always be effective. Confidential information that is related to business strategy, new technologies, mergers and acquisitions, unpublished financial results or personal data could be prematurely or inadvertently used and/or disclosed, resulting in a loss of reputation, a decline in our stock price and/or a negative impact on our market position, and could lead to damages, fines, penalties or injunctions.

In addition, the laws of certain countries may not protect or allow enforcement of intellectual property rights to the same extent as the laws of the United States. We may face significant expenses and liability in connection with the protection of our intellectual property rights, including outside the United States, and if we are unable to successfully protect our rights or resolve intellectual property conflicts with others, our business or financial condition may be adversely affected.

**We are subject to the risk that our licensees may not generate expected sales or maintain the value of our brands.**

We currently license, and expect to continue licensing, certain of our proprietary rights, such as trademarks or copyrighted material, to third parties. If our licensees fail to successfully market and sell licensed products, or fail to obtain sufficient capital or effectively manage their business operations, customer relationships, labor relationships, supplier relationships or credit risks, it could adversely affect our revenues, both directly from reduced royalties received and indirectly from reduced sales of our other products.

We also rely on our licensees to help preserve the value of our brands. Although we attempt to protect our brands through approval rights over the design, production processes, quality, packaging, merchandising, distribution, advertising and promotion of our licensed products, we cannot completely control the use of our licensed brands by our licensees. The misuse of a brand by a licensee could have a material adverse effect on that brand and on us.

**We are subject to data security and privacy risks that could negatively affect our results, operations or reputation.**

Hackers and data thieves are increasingly sophisticated and operate large-scale and complex automated attacks. Any breach of our network may result in the loss of valuable business data, misappropriation of our consumers' or employees' personal information or a disruption of our business, which could give rise to unwanted media attention, materially damage our customer relationships and reputation and result in lost sales, fines or lawsuits.

In addition, we must comply with increasingly complex and rigorous regulatory standards enacted to protect business and personal data. Any failure to comply with these regulatory standards could subject us to legal and reputational risks. Misuse of or failure to secure personal information could also result in violation of data privacy laws and regulations, proceedings against the Company by governmental entities or others, damage to our reputation and credibility and could have a negative impact on revenues and profits.

**Failure of our contractors or our licensees' contractors to comply with our code of conduct, local laws and other standards could harm our business.**

We work with hundreds of contractors outside of the United States to manufacture our products, and we also have license agreements that permit unaffiliated parties to manufacture or contract for the manufacture of products using our intellectual property. We require the contractors that directly manufacture our products and our licensees that make products using our intellectual property (including, indirectly, their contract manufacturers) to comply with a code of conduct and other environmental, health and safety standards for the benefit of workers. We also require these contractors to comply with applicable standards for product safety. Notwithstanding their contractual obligations, from time to time contractors may not comply with such standards or applicable local law or our licensees may fail to enforce such standards or applicable local law on their contractors. Significant or continuing noncompliance with such standards and laws by one or more contractors could harm our reputation or result in a product recall and, as a result, could have an adverse effect on our sales and financial condition.

**Our international operations involve inherent risks which could result in harm to our business.**

Virtually all of our athletic footwear and apparel is manufactured outside of the United States, and the majority of our products are sold outside of the United States. Accordingly, we are subject to the risks generally associated with global trade and doing business abroad, which include foreign laws and regulations, varying consumer preferences across geographic regions, political unrest, disruptions or delays in cross-border shipments and changes in economic conditions in countries in which our products are manufactured or where we sell products. In addition, disease outbreaks, terrorist acts and military conflict have increased the risks of doing business abroad. These factors, among others, could affect our ability to manufacture products or procure materials, our ability to import products, our ability to sell products in international markets and our cost of doing business. If any of these or other factors make the conduct of business in a particular country undesirable or impractical, our business could be adversely affected. In addition, many of our imported products are subject to duties, tariffs or quotas that affect the cost and quantity of various types of goods imported into the United States and other countries. Any country in which our products are produced or sold may eliminate, adjust or impose new quotas, duties, tariffs, safeguard measures, anti-dumping duties, cargo restrictions to prevent terrorism, restrictions on the transfer of currency, climate change legislation, product safety regulations or other charges or restrictions, any of which could have an adverse effect on our results of operations and financial condition.

**Changes in tax laws and unanticipated tax liabilities could adversely affect our effective income tax rate and profitability.**

We earn a substantial portion of our income in foreign countries, and are subject to the tax laws of those jurisdictions. The Company's most significant tax liabilities are incurred in the United States, China and the Netherlands. If our capital or financing needs in the U.S. require us to repatriate earnings from foreign jurisdictions above our current levels, our effective income tax rates for the affected periods could be negatively impacted. Current economic and political conditions make tax rules in any jurisdiction, including the U.S., subject to significant change. There have been proposals to reform U.S. and foreign tax laws that could significantly impact how U.S. multinational corporations are taxed on foreign earnings. Although we cannot predict whether or in what form these proposals will pass, several of the proposals considered, if enacted into law, could have an adverse impact on our income tax expense and cash flows.

Our effective income tax rate in the future could be adversely affected by a number of factors, including changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, changes in tax laws, the outcome of income tax audits in various jurisdictions around the world and any repatriation of non-U.S. earnings for which we have not previously provided for U.S. taxes.

We and our subsidiaries are engaged in a number of intercompany transactions across multiple tax jurisdictions. Although we believe that these transactions reflect the accurate economic allocation of profit and that the proper transfer pricing documentation is in place, the profit allocation and transfer pricing terms and conditions may be scrutinized by local tax authorities during an audit and any resulting changes may impact our mix of earnings in countries with differing statutory tax rates.

Portions of our operations are subject to a reduced tax rate or are free of tax under various tax holidays and rulings that expire in whole or in part from time to time. These tax holidays and rulings may be extended when certain conditions are met, or terminated if certain conditions are not met. If the tax holidays and rulings are not extended, or if we fail to satisfy the conditions of the reduced tax rate, then our effective tax rate would increase in the future.

We are also subject to the examination of our tax returns by the Internal Revenue Service and other tax authorities. We regularly assess all of these matters to determine the adequacy of our tax provision, which is subject to significant discretion. Although we believe our tax provisions are adequate, the final determination of tax audits and any related disputes could be materially different from our historical income tax provisions and accruals. The results of audits or related disputes could have an adverse effect on our financial statements for the period or periods for which the applicable final determinations are made.

**If one or more of our counterparty financial institutions default on their obligations to us or fail, we may incur significant losses.**

As part of our hedging activities, we enter into transactions involving derivative financial instruments, which may include forward contracts, commodity futures contracts, option contracts, collars and swaps with various financial institutions. In addition, we have significant amounts of cash, cash equivalents and other investments on deposit or in accounts with banks or other financial institutions in the United States and abroad. As a result, we are exposed to the risk of default by or failure of counterparty financial institutions. The risk of counterparty default or failure may be heightened during economic downturns and periods of uncertainty in the financial markets. If one of our counterparties were to become insolvent or file for bankruptcy, our ability to recover losses incurred as a result of default or our assets that are deposited or held in accounts with such counterparty may be limited by the counterparty's liquidity or the applicable laws governing the insolvency or bankruptcy proceedings. In the event of default or failure of one or more of our counterparties, we could incur significant losses, which could negatively impact our results of operations and financial condition.

**We rely on a concentrated source base of contract manufacturers to supply a significant portion of our footwear products.**

NIKE is supplied by approximately 146 footwear factories located in 14 countries. We do not own or operate any of our own footwear manufacturing facilities and depend upon independent contract manufacturers to manufacture all of the footwear products we sell. In fiscal 2015, five footwear contract manufacturers each accounted for greater than 10% of fiscal 2015 footwear production, and in aggregate accounted for approximately 69% of NIKE Brand footwear production in fiscal 2015. Our ability to meet our customers' needs depends on our ability to maintain a steady supply of products from our independent contract manufacturers. If one or more of our significant suppliers were to sever their relationship with us or significantly alter the terms of our relationship, we may not be able to obtain replacement products in a timely manner, which could have a material adverse effect on our sales, financial condition or results of operations. Additionally, if any of our primary contract manufacturers fail to make timely shipments, do not meet our quality standards or otherwise fail to deliver us product in accordance with our plans, there could be a material adverse effect on our results of operations.

**Our products are subject to risks associated with overseas sourcing, manufacturing and financing.**

The principal materials used in our apparel products — natural and synthetic fabrics and threads, specialized performance fabrics designed to efficiently wick moisture away from the body, retain heat or repel rain and/or snow as well as plastic and metal hardware — are available in countries where our manufacturing takes place. The principal materials used in our footwear products — natural and synthetic rubber, plastic compounds, foam cushioning materials, natural and synthetic leather, nylon, canvas and polyurethane films — are also locally available to manufacturers. Both our apparel and footwear products are dependent upon the ability of our unaffiliated contract manufacturers to locate, train, employ and retain adequate personnel. NIKE contractors and suppliers buy raw materials and are subject to wage rates that are oftentimes regulated by the governments of the countries in which our products are manufactured.

There could be a significant disruption in the supply of fabrics or raw materials from current sources or, in the event of a disruption, our contract manufacturers might not be able to locate alternative suppliers of materials of comparable quality at an acceptable price, or at all. Further, our unaffiliated contract manufacturers have experienced and may continue to experience in the future, unexpected increases in work wages, whether government mandated or otherwise and increases in compliance costs due to governmental regulation concerning certain metals used in the manufacturing of our products. In addition, we cannot be certain that our unaffiliated manufacturers will be able to fill our orders in a timely manner. If we experience significant increases in demand, or reductions in the availability of materials, or need to replace an existing manufacturer, there can be no assurance that additional supplies of fabrics or raw materials or additional manufacturing capacity will be available when required on terms that are acceptable to us, or at all, or that any supplier or manufacturer would allocate sufficient capacity to us in order to meet our requirements. In addition, even if we are able to expand existing or find new manufacturing or sources of materials, we may encounter delays in production and added costs as a result of the time it takes to train suppliers and manufacturers in our methods, products, quality control standards and labor, health and safety standards. Any delays, interruption or increased costs in labor or wages, or the supply of materials or manufacture of our products could have an adverse effect on our ability to meet retail customer and consumer demand for our products and result in lower revenues and net income both in the short- and long- term.

Because independent manufacturers make a majority of our products outside of our principal sales markets, our products must be transported by third parties over large geographic distances. Delays in the shipment or delivery of our products due to the availability of transportation, work stoppages, port strikes, infrastructure congestion or other factors, and costs and delays associated with consolidating or transitioning between manufacturers, could adversely impact our financial performance. In addition, manufacturing delays or unexpected demand for our products may require us to use faster, but more expensive, transportation methods such as air freight, which could adversely affect our profit margins. The cost of oil is a significant component in manufacturing and transportation costs, so increases in the price of petroleum products can adversely affect our profit margins.

In addition, Sojitz America performs significant import-export financing services for the Company. During fiscal 2015, Sojitz America provided financing and purchasing services for NIKE Brand products sold in certain NIKE markets including Argentina, Uruguay, Canada, Brazil, India, Indonesia, the Philippines, South Africa and Thailand (collectively the "Sojitz Markets"), excluding products produced and sold in the same country. Any failure of Sojitz America to provide these services or any failure of Sojitz America's banks could disrupt our ability to acquire products from our suppliers and to deliver products to our customers in the Sojitz Markets. Such a disruption could result in canceled orders that would adversely affect sales and profitability.

### **Our success depends on our global distribution facilities.**

We distribute our products to customers directly from the factory and through distribution centers located throughout the world. Our ability to meet customer expectations, manage inventory, complete sales and achieve objectives for operating efficiencies and growth, particularly in emerging markets, depends on the proper operation of our distribution facilities, the development or expansion of additional distribution capabilities and the timely performance of services by third parties (including those involved in shipping product to and from our distribution facilities). Our distribution facilities could be interrupted by information technology problems and disasters such as earthquakes or fires. Any significant failure in our distribution facilities could result in an adverse effect on our business. We maintain business interruption insurance, but it may not adequately protect us from adverse effects that could be caused by significant disruptions in our distribution facilities.

### **We rely significantly on information technology to operate our business, including our supply chain and retail operations, and any failure, inadequacy or interruption of that technology could harm our ability to effectively operate our business.**

We are heavily dependent on information technology systems and networks, including the Internet and third-party hosted services ("information technology systems"), across our supply chain, including product design, production, forecasting, ordering, manufacturing, transportation, sales and distribution, as well as for processing financial information for external and internal reporting purposes, retail operations and other business activities. Our ability to effectively manage and maintain our inventory and to ship products to customers on a timely basis depends significantly on the reliability of these information technology systems. Over a number of years, we have implemented information technology systems in all of the geographical regions in which we operate. Our work to integrate and enhance these systems and related processes in our global operations is ongoing. The failure of these systems to operate effectively, including as a result of security breaches, viruses, hackers or other causes, or problems with transitioning to upgraded or replacement systems could cause delays in product fulfillment and reduced efficiency of our operations, could require significant capital investments to remediate the problem, and may have an adverse effect on our reputation, results of operations and financial condition.

We also use information technology systems to process financial information and results of operations for internal reporting purposes and to comply with regulatory financial reporting, legal and tax requirements. If our information technology systems suffer severe damage, disruption or shutdown and our business continuity plans do not effectively resolve the issues in a timely manner, we could experience delays in reporting our financial results, which could result in lost revenues and profits, as well as reputational damage. Furthermore, we depend on information technology systems and personal data collection and use for digital marketing, digital commerce and the marketing and use of our NIKE+ products and services. We also engage in electronic communications throughout the world between and among our employees as well as with other third parties, including customers, suppliers, vendors and consumers. Our information technology systems are critical to many of our operating activities and our business processes and may be negatively impacted by any service interruption or shutdown.

### **The market for prime real estate is competitive.**

Our ability to effectively obtain real estate to open new retail stores and otherwise conduct our operations, both domestically and internationally, depends on the availability of real estate that meets our criteria for traffic, square footage, co-tenancies, lease economics, demographics and other factors. We also must be able to effectively renew our existing real estate leases. In addition, from time to time, we seek to downsize, consolidate, reposition or close some of our real estate locations, which may require modification of an existing lease. Failure to secure adequate new locations or successfully modify leases for existing locations, or failure to effectively manage the profitability of our existing fleet of retail stores, could have an adverse effect on our operating results and financial condition.

Additionally, the economic environment may at times make it difficult to determine the fair market rent of real estate properties domestically and internationally. This could impact the quality of our decisions to exercise lease options at previously negotiated rents and to renew expiring leases at negotiated rents. Any adverse effect on the quality of these decisions could impact our ability to retain real estate locations adequate to meet our targets or efficiently manage the profitability of our existing fleet of stores, which could have an adverse effect on our operating results and financial condition.

### **Extreme weather conditions and natural disasters could negatively impact our operating results and financial condition.**

Extreme weather conditions in the areas in which our retail stores, suppliers, customers, distribution centers and vendors are located could adversely affect our operating results and financial condition. Moreover, natural disasters such as earthquakes, hurricanes and tsunamis, whether occurring in the United States or abroad, and their related consequences and effects, including energy shortages and public health issues, could disrupt our operations, the operations of our vendors and other suppliers or result in economic instability that may negatively impact our operating results and financial condition.

### **Our financial results may be adversely affected if substantial investments in businesses and operations fail to produce expected returns.**

From time to time, we may invest in technology, business infrastructure, new businesses, product offering and manufacturing innovation and expansion of existing businesses, such as our retail operations, which require substantial cash investments and management attention. We believe cost-effective investments are essential to business growth and profitability. However, significant investments are subject to typical risks and uncertainties inherent in developing a new business or expanding an existing business. The failure of any significant investment to provide expected returns or profitability could have a material adverse effect on our financial results and divert management attention from more profitable business operations.

**We are subject to periodic litigation and other regulatory proceedings, which could result in unexpected expense of time and resources.**

From time to time we are called upon to defend ourselves against lawsuits and regulatory actions relating to our business. Due to the inherent uncertainties of litigation and regulatory proceedings, we cannot accurately predict the ultimate outcome of any such proceedings. An unfavorable outcome could have an adverse impact on our business, financial condition and results of operations. In addition, any significant litigation in the future, regardless of its merits, could divert management's attention from our operations and result in substantial legal fees.

**We depend on key personnel, the loss of whom would harm our business.**

Our future success will depend in part on the continued service of key executive officers and personnel. The loss of the services of any key individual could harm our business. Our future success also depends on our ability to recruit, retain and engage our personnel sufficiently, both to maintain our current business and to execute our strategic initiatives. Competition for employees in our industry is intense and we may not be successful in attracting and retaining such personnel.

**The sale of a large number of shares of common stock owned or managed by our Chairman and related entities could depress the market price of our common stock.**

As of June 30, 2015, Philip H. Knight, Co-founder and Chairman of our Board of Directors, and Swoosh, LLC, an entity formed to manage 128,500,000 shares of Class A Common Stock formerly owned by Mr. Knight, beneficially owned more than 82% of our Class A Common Stock. If on June 30, 2015 all of the aforementioned Class A Common Stock were converted into Class B Common Stock, the commensurate ownership percentage of our Class B Common Stock would be approximately 17.7%. The Class A Common Stock shares are available for resale, subject to the requirements of the U.S. securities laws and the terms of the limited liability company agreement governing Swoosh, LLC. The sale or prospect of the sale of a substantial number of these shares could have an adverse effect on the market price of our common stock.

**Changes in our credit ratings or macroeconomic conditions may affect our liquidity, increasing borrowing costs and limiting our financing options.**

Our long-term debt is currently rated investment grade by Standard & Poor's and Moody's Investors Service. If our credit ratings are lowered, borrowing costs for future long-term debt or short-term credit facilities may increase and our financing options, including our access to the unsecured credit market, could be limited. We may also be subject to restrictive covenants that would reduce our flexibility to, among other things, incur additional indebtedness, make restricted payments, pledge assets as security, make investments, loans, advances, guarantees and acquisitions, undergo fundamental changes and enter into transactions with affiliates. Failure to comply with such covenants could result in a default, and as a result, the commitments of our lenders under our credit agreements may be terminated and the maturity of amounts owed may be accelerated. In addition, macroeconomic conditions, such as increased volatility or disruption in the credit markets, could adversely affect our ability to refinance existing debt.

**If our internal controls are ineffective, our operating results could be adversely affected.**

Our internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls or fraud. Even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business and operating results could be harmed and we could fail to meet our financial reporting obligations.

**If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our operating results could be adversely affected.**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition, allowance for uncollectible accounts receivable, inventories, contingent payments under endorsement contracts, accounting for property, plant and equipment and definite-lived assets and goodwill and indefinite-lived intangible assets. Our operating results may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of securities analysts and investors, resulting in a decline in the price of our Class B Common Stock.

**Anti-takeover provisions may impair an acquisition of the Company or reduce the price of our common stock.**

There are provisions of our articles of incorporation and Oregon law that are intended to protect shareholder interests by providing the Board of Directors a means to attempt to deny coercive takeover attempts or to negotiate with a potential acquirer in order to obtain more favorable terms. Such provisions include a control share acquisition statute, a freeze-out statute, two classes of stock that vote separately on certain issues, and the fact that holders of Class A Common Stock elect three-quarters of the Board of Directors rounded down to the next whole number. However, such provisions could discourage, delay or prevent an unsolicited merger, acquisition or other change in control of our company that some shareholders might believe to be in their best interests or in which shareholders might receive a premium for their common stock over the prevailing market price. These provisions could also discourage proxy contests for control of the Company.

**We may fail to meet market expectations, which could cause the price of our stock to decline.**

Our Class B Common Stock is traded publicly, and at any given time various securities analysts follow our financial results and issue reports on us. These reports include information about our historical financial results as well as analysts' estimates of our future performance. Analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. If our operating results are below the estimates or expectations of public market analysts and investors, our stock price could decline. In the past, securities class action litigation has been brought against NIKE and other companies following a decline in the market price of their securities. If our stock price is volatile, we may become involved in this type of litigation in the future. Any litigation could result in substantial costs and a diversion of management's attention and resources that are needed to successfully run our business.

## ITEM 1B. Unresolved Staff Comments

None.

## ITEM 2. Properties

The following is a summary of principal properties owned or leased by NIKE.

The NIKE World Campus, owned by NIKE and located near Beaverton, Oregon, USA, is a 394-acre facility of 44 buildings which, together with adjacent leased properties, functions as our world headquarters and is occupied by approximately 9,200 employees engaged in management, research, design, development, marketing, finance and other administrative functions serving nearly all of our divisions. We also lease various office facilities in the surrounding metropolitan area. We lease a similar, but smaller, administrative facility in Hilversum, the Netherlands, which serves as the headquarters for the Western Europe and Central & Eastern Europe geographies, and manages certain brand management functions for our non-U.S. operations. We also lease an office complex in Shanghai, China, our headquarters for Greater China, occupied by employees focused on implementing our wholesale, DTC and merchandising strategies in the region, among other functions. In the United States, NIKE owns a full product line distribution center located in Memphis, Tennessee. In addition, NIKE has four other distribution centers, three of which are leased, also located in Memphis. NIKE Brand apparel and equipment are also shipped from our Foothill Ranch, California distribution center, which we lease. Smaller leased distribution facilities for non-NIKE Brand businesses are located in various parts of the United States. We also own or lease distribution and customer service facilities outside the United States. The most significant are the distribution facilities located in Laakdal, Belgium; Taicang, China; Tomisato, Japan and Incheon, Korea, all of which we own.

NIKE IHM, Inc. manufactures Air-Sole cushioning components at NIKE-owned facilities located near Beaverton, Oregon and in St. Charles, Missouri. We also manufacture and sell small amounts of various other plastic products to other manufacturers through NIKE IHM, Inc.

Aside from the principal properties described above, we lease many offices worldwide for sales and administrative purposes. We lease approximately 930 retail stores worldwide, which consist primarily of factory outlet stores. See “United States Market” and “International Markets” in Part I of this Report. Our leases expire at various dates through the year 2033.

## ITEM 3. Legal Proceedings

There are no material pending legal proceedings, other than ordinary routine litigation incidental to our business, to which we are a party or of which any of our property is the subject.

## ITEM 4. Mine Safety Disclosures

Not applicable.

# PART II

## ITEM 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

NIKE's Class B Common Stock is listed on the New York Stock Exchange and trades under the symbol NKE. At July 17, 2015, there were 23,347 holders of record of our Class B Common Stock and 20 holders of record of our Class A Common Stock. These figures do not include beneficial owners who hold shares in nominee name. The Class A Common Stock is not publicly traded but each share is convertible upon request of the holder into one share of Class B Common Stock. The following tables set forth, for each of the quarterly periods indicated, the high and low sales prices for the Class B Common Stock as reported on the New York Stock Exchange Composite Tape and dividends declared on the Class A and Class B Common Stock.

<b>Fiscal 2015 (June 1, 2014 — May 31, 2015)</b>	<b>High</b>		<b>Low</b>		<b>Dividends Declared</b>
First quarter	\$	80.30	\$	73.14	\$ 0.24
Second quarter		99.76		78.35	0.28
Third quarter		99.50		90.69	0.28
Fourth quarter		105.50		95.18	0.28
<b>Fiscal 2014 (June 1, 2013 — May 31, 2014)</b>	<b>High</b>		<b>Low</b>		<b>Dividends Declared</b>
First quarter	\$	66.85	\$	59.11	\$ 0.21
Second quarter		79.87		63.50	0.24
Third quarter		80.26		69.85	0.24
Fourth quarter		80.09		70.60	0.24

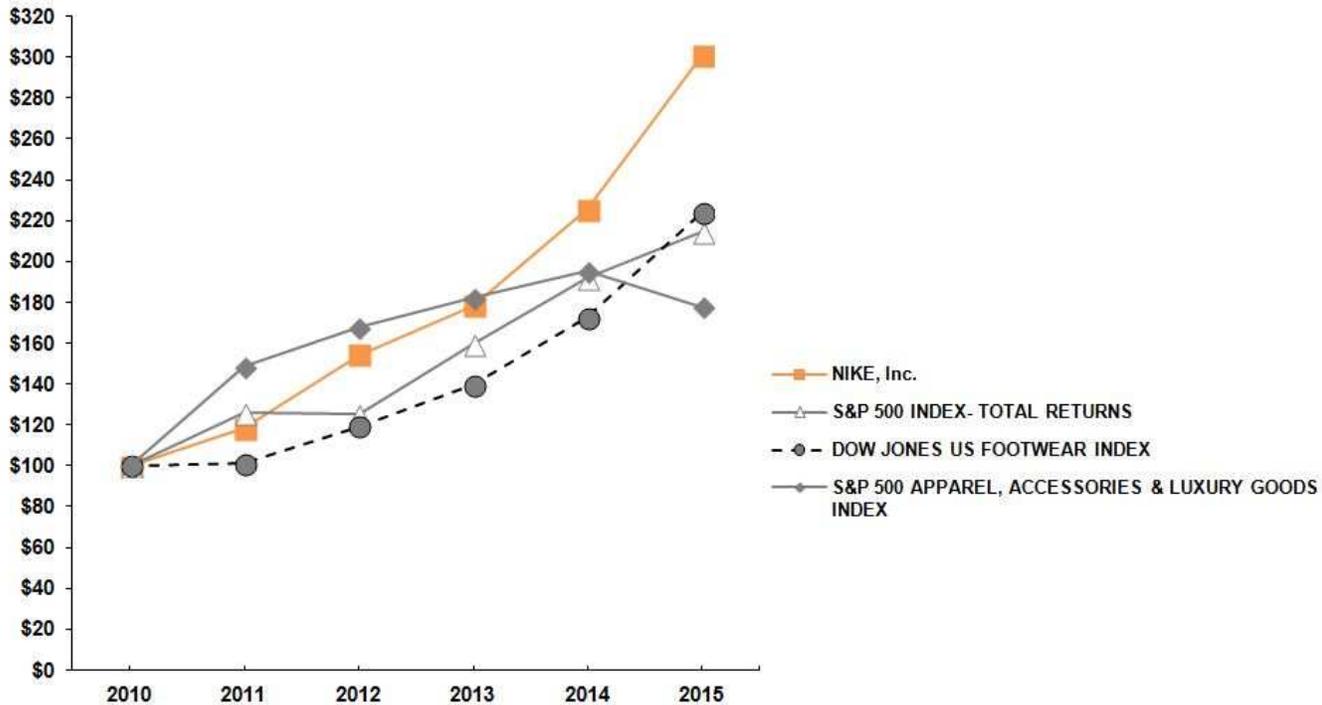
The following table presents a summary of share repurchases made by NIKE during the quarter ended May 31, 2015, under the four-year, \$8 billion share repurchase program approved by the Board in September 2012; purchases under this program began during the second quarter of fiscal 2013.

<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (In millions)</b>
March 1 — March 31, 2015	1,510,740	\$ 96.47	1,510,740	\$ 2,582
April 1 — April 30, 2015	2,659,836	\$ 99.95	2,659,836	\$ 2,316
May 1 — May 31, 2015	2,616,006	\$ 101.97	2,616,006	\$ 2,050
	<b>6,786,582</b>	<b>\$ 99.95</b>	<b>6,786,582</b>	

## Performance Graph

The following graph demonstrates a five-year comparison of cumulative total returns for NIKE's Class B Common Stock, the Standard & Poor's 500 Stock Index, the Standard & Poor's Apparel, Accessories & Luxury Goods Index and the Dow Jones U.S. Footwear Index. The graph assumes an investment of \$100 on May 31, 2010 in each of our Class B Common Stock, and the stocks comprising the Standard & Poor's 500 Stock Index, the Standard & Poor's Apparel, Accessories & Luxury Goods Index and the Dow Jones U.S. Footwear Index. Each of the indices assumes that all dividends were reinvested on the day of issuance.

### COMPARISON OF 5-YEAR CUMULATIVE TOTAL RETURN AMONG NIKE, INC.; S&P 500 INDEX; S&P APPAREL, ACCESSORIES & LUXURY GOODS INDEX AND THE DOW JONES U.S. FOOTWEAR INDEX



The Dow Jones U.S. Footwear Index consists of NIKE, Deckers Outdoor Corp., Wolverine World Wide, Inc., Iconix Brand Group, Inc., Crocs, Inc. and Steven Madden, Ltd, among other companies. Because NIKE is part of the Dow Jones U.S. Footwear Index, the price and returns of NIKE stock have a substantial effect on this index. The Standard & Poor's Apparel, Accessories & Luxury Goods Index consists of V.F. Corp., Coach, Inc., Polo Ralph Lauren Corporation, Under Armour, Inc. and Fossil Group, Inc, among other companies. The Dow Jones U.S. Footwear Index and the Standard & Poor's Apparel, Accessories & Luxury Goods Index include companies in two major lines of business in which the Company competes. The indices do not encompass all of the Company's competitors, nor all product categories and lines of business in which the Company is engaged.

The stock performance shown on the performance graph above is not necessarily indicative of future performance. The Company will not make or endorse any predictions as to future stock performance.

The performance graph above is being furnished solely to accompany this Report pursuant to Item 201(e) of Regulation S-K, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

## ITEM 6. Selected Financial Data

Unless otherwise indicated, the following disclosures reflect the Company's continuing operations; refer to Note 15 — Discontinued Operations in the accompanying Notes to the Consolidated Financial Statements for additional information regarding discontinued operations. All per share amounts are reflective of the two-for-one stock split that began trading at the split-adjusted price on December 26, 2012.

<i>(Dollars in millions, except per share data and financial ratios)</i>	Financial History				
	2015	2014	2013	2012	2011
<b>Year Ended May 31,</b>					
Revenues	\$ 30,601	\$ 27,799	\$ 25,313	\$ 23,331	\$ 20,117
Gross profit	14,067	12,446	11,034	10,148	9,202
Gross margin %	46.0%	44.8%	43.6%	43.5%	45.7%
Net income from continuing operations	3,273	2,693	2,451	2,257	2,163
Net income (loss) from discontinued operations	—	—	21	(46)	(39)
Net income	3,273	2,693	2,472	2,211	2,124
Earnings per common share from continuing operations:					
Basic	3.80	3.05	2.74	2.45	2.27
Diluted	3.70	2.97	2.68	2.40	2.23
Earnings per common share from discontinued operations:					
Basic	—	—	0.02	(0.05)	(0.04)
Diluted	—	—	0.02	(0.05)	(0.04)
Weighted average common shares outstanding	861.7	883.4	897.3	920.0	951.1
Diluted weighted average common shares outstanding	884.4	905.8	916.4	939.6	971.3
Cash dividends declared per common share	1.08	0.93	0.81	0.70	0.60
Cash flow from operations, inclusive of discontinued operations <sup>(1)</sup>	4,680	3,013	3,032	1,932	1,796
Price range of common stock:					
High	105.50	80.26	65.91	57.20	46.15
Low	73.14	59.11	43.89	39.29	33.61
<b>At May 31,</b>					
Cash and equivalents	\$ 3,852	\$ 2,220	\$ 3,337	\$ 2,254	\$ 1,877
Short-term investments	2,072	2,922	2,628	1,503	2,661
Inventories	4,337	3,947	3,484	3,251	2,630
Working capital, excluding assets and liabilities of discontinued operations <sup>(2)(3)</sup>	9,642	8,669	9,686	7,531	7,275
Total assets, excluding assets of discontinued operations <sup>(2)</sup>	21,600	18,594	17,545	14,804	14,398
Long-term debt	1,079	1,199	1,210	228	276
Capital lease obligations <sup>(4)</sup>	5	74	81	—	—
Redeemable preferred stock	0.3	0.3	0.3	0.3	0.3
Shareholders' equity	12,707	10,824	11,081	10,319	9,793
Year-end stock price	101.67	76.91	61.66	54.09	42.23
Market capitalization	87,044	66,921	55,124	49,546	39,523
<b>Financial Ratios:</b>					
Return on equity	27.8%	24.6%	23.1%	22.0%	21.8%
Return on assets	16.3%	14.9%	15.3%	15.1%	15.0%
Inventory turns	4.0	4.1	4.2	4.5	4.8
Current ratio at May 31	2.5	2.7	3.5	3.0	2.9
Price/Earnings ratio at May 31	27.5	25.9	22.8	23.0	19.3

(1) Prior year amounts for fiscal 2014, 2013 and 2012 have been revised to correct immaterial misstatements as described in Note 1 — Summary of Significant Accounting Policies in the accompanying Notes to the Consolidated Financial Statements.

(2) Assets of discontinued operations were \$0 million, \$0 million, \$0 million, \$615 million and \$560 million for the years ended May 31, 2015, 2014, 2013, 2012 and 2011, respectively.

(3) Liabilities of discontinued operations were \$0 million, \$0 million, \$18 million, \$170 million and \$184 million for the years ended May 31, 2015, 2014, 2013, 2012 and 2011, respectively.

(4) *During the fiscal year ended May 31, 2015, the Company restructured the terms of certain capital leases, which now qualify as operating leases.*

## Selected Quarterly Financial Data

(Unaudited) (Dollars in millions, except per share data)	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
	2015	2014	2015	2014	2015	2014	2015	2014
Revenues	\$ 7,982	\$ 6,971	\$ 7,380	\$ 6,431	\$ 7,460	\$ 6,972	\$ 7,779	\$ 7,425
Gross profit	3,721	3,132	3,327	2,826	3,426	3,103	3,593	3,385
Gross margin %	46.6%	44.9%	45.1%	43.9%	45.9%	44.5%	46.2%	45.6%
Net income from continuing operations <sup>(1)</sup>	962	779	655	534	791	682	865	698
Net income <sup>(1)</sup>	962	779	655	534	791	682	865	698
Earnings per common share from continuing operations:								
Basic	1.11	0.88	0.76	0.60	0.92	0.77	1.01	0.80
Diluted	1.09	0.86	0.74	0.59	0.89	0.75	0.98	0.78
Weighted average common shares outstanding	864.9	889.4	863.1	888.0	861.4	882.3	857.5	873.7
Diluted weighted average common shares outstanding	886.2	910.7	884.8	910.6	883.8	904.8	879.8	895.2
Cash dividends declared per common share	0.24	0.21	0.28	0.24	0.28	0.24	0.28	0.24
Price range of common stock:								
High	80.30	66.85	99.76	79.87	99.50	80.26	105.50	80.09
Low	73.14	59.11	78.35	63.50	90.69	69.85	95.18	70.60

(1) Net income for the three month period ended May 31, 2015 was increased by an adjustment to Income tax expense to correct amounts accrued in prior fiscal 2015 quarters on intercompany transactions. These adjustments were not material to any prior interim periods and did not impact Net income or Income tax expense for the year ended May 31, 2015.

# ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

NIKE designs, develops, markets and sells athletic footwear, apparel, equipment, accessories and services worldwide. We are the largest seller of athletic footwear and apparel in the world. We sell our products to retail accounts, through NIKE-owned in-line and factory retail stores and NIKE-owned internet websites (which we refer to as our "Direct to Consumer" or "DTC" operations), and through a mix of independent distributors, licensees and sales representatives in virtually all countries around the world. Our goal is to deliver value to our shareholders by building a profitable global portfolio of branded footwear, apparel, equipment and accessories businesses. Our strategy is to achieve long-term revenue growth by creating innovative, "must have" products, building deep personal consumer connections with our brands and delivering compelling consumer experiences at retail and online.

In addition to achieving long-term, sustainable revenue growth, we continue to strive to deliver shareholder value by driving operational excellence in several key areas:

- Expanding gross margin by:
  - Delivering innovative, premium products that command higher prices while maintaining a balanced price-to-value proposition for consumers;
  - Reducing product costs through a continued focus on manufacturing efficiency, product design and innovation;
  - Making our supply chain a competitive advantage by investing in new technologies that increase automation, help reduce waste and have long-term potential to increase both customization of our products and speed to market; and
  - Driving growth in our higher gross margin DTC business as part of an integrated marketplace growth strategy across our DTC and wholesale operations.
- Optimizing selling and administrative expense by focusing on:
  - Investments in consumer engagement that drive economic returns in the form of incremental revenue and gross profit;
  - Infrastructure investments that improve the efficiency and effectiveness of our operations; and
  - Increasing the productivity of our legacy infrastructure.
- Improving working capital efficiency; and
- Deploying capital effectively.

Through execution of this strategy, our long-term financial goals continue to be:

- High single-digit revenue growth,
- Mid-teens earnings per share growth,
- Strong return on invested capital and accelerated cash flows and
- Sustainable, profitable, long-term growth through effective management of our diversified portfolio of businesses.

Over the past ten years, we have achieved many of these financial goals. During this time, revenues and diluted earnings per common share for NIKE, Inc., inclusive of both continuing and discontinued operations, have grown 8% and 13%, respectively, on an annual compounded basis. Our return on invested capital has increased from 23.2% to 28.1% and we expanded gross margins by approximately 150 basis points.

On November 15, 2012, we announced a two-for-one stock split of both Class A and Class B Common shares. The stock split was in the form of a 100% stock dividend payable on December 24, 2012 to shareholders of record at the close of business on December 10, 2012. Common stock began trading at the split-adjusted price on December 26, 2012. All share numbers and per share amounts presented reflect the stock split.

Our fiscal 2015 results from continuing operations demonstrated NIKE's ongoing commitment to deliver consistent growth in revenues, earnings and cash returns to shareholders, while investing for long-term growth. Despite significant foreign currency headwinds, we delivered record revenues and earnings per share in fiscal 2015. NIKE, Inc. *Revenues* grew 10% to \$30.6 billion, gross margin expanded 120 basis points, *Net income from continuing operations* increased 22% to \$3.3 billion and diluted earnings per common share increased 25% to \$3.70.

Earnings before interest and income taxes ("EBIT") from continuing operations increased 18% for fiscal 2015, driven by revenue growth and gross margin expansion, which more than offset higher selling and administrative expense. The increase in revenues was attributable to growth across nearly all NIKE Brand geographies, key categories and product types. This broad-based growth was primarily fueled by:

- Innovative performance and sportswear products, incorporating proprietary technology platforms such as NIKE Air, Free, Zoom, Lunar, Flywire, Dri-Fit and Flyknit;
- Deep brand connections to consumers through a category lens, reinforced by investments in endorsements by high-profile athletes, sports teams and leagues, high-impact marketing around global sporting events (such as the World Cup and NFL Super Bowl) and digital marketing; and
- Strong category retail presentation online and at NIKE-owned and retail partner stores.

Our Converse business also grew, with revenue and EBIT growth of 18% and 4%, respectively.

Gross margin increased primarily due to higher average selling prices and the favorable impact of our higher-margin DTC businesses, partially offset by higher product input costs, primarily a result of labor input cost inflation and shifts in mix to higher-cost products.

For fiscal 2015, the growth of our net income from continuing operations was positively affected by a year-over-year decrease in our effective tax rate of 180 basis points primarily due to the favorable resolution of audits in several jurisdictions. In addition, diluted earnings per common share grew at a higher rate than net income due to a 2% decrease in the weighted average diluted common shares outstanding, driven by our share repurchase program.



While foreign currency markets remain volatile, we continue to see opportunities to drive future growth and remain committed to effectively managing our business to achieve our financial goals over the long-term by executing against the operational strategies outlined above.

## Results of Operations

Unless otherwise indicated, the following disclosures reflect the Company's continuing operations.

<i>(Dollars in millions, except per share data)</i>	<b>Fiscal 2015</b>	<b>Fiscal 2014</b>	<b>% Change</b>	<b>Fiscal 2013</b>	<b>% Change</b>
Revenues	\$ 30,601	\$ 27,799	10%	\$ 25,313	10%
Cost of sales	16,534	15,353	8%	14,279	8%
Gross profit	14,067	12,446	13%	11,034	13%
Gross margin %	46.0%	44.8%		43.6%	
Demand creation expense	3,213	3,031	6%	2,745	10%
Operating overhead expense	6,679	5,735	16%	5,051	14%
Total selling and administrative expense	9,892	8,766	13%	7,796	12%
% of Revenues	32.3%	31.5%		30.8%	
Interest expense (income), net	28	33	—	(3)	—
Other (income) expense, net	(58)	103	—	(15)	—
Income before income taxes	4,205	3,544	19%	3,256	9%
Income tax expense	932	851	10%	805	6%
Effective tax rate	22.2%	24.0%		24.7%	
<b>Net income from continuing operations</b>	<b>3,273</b>	<b>2,693</b>	<b>22%</b>	<b>2,451</b>	<b>10%</b>
<b>Net income from discontinued operations <sup>(1)</sup></b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>21</b>	<b>—</b>
<b>Net income</b>	<b>\$ 3,273</b>	<b>\$ 2,693</b>	<b>22%</b>	<b>\$ 2,472</b>	<b>9%</b>
Diluted earnings per common share - continuing operations	\$ 3.70	\$ 2.97	25%	\$ 2.68	11%
Diluted earnings per common share - discontinued operations <sup>(1)</sup>	\$ —	\$ —	—	\$ 0.02	—

(1) During fiscal 2013, we divested of Umbro and Cole Haan, allowing us to focus our resources on driving growth in the NIKE, Jordan, Converse and Hurley brands. As of May 31, 2013, we had substantially completed all transition services related to the sale of both businesses. The results of the divestitures are presented as discontinued operations. Please refer to Note 15 — Discontinued Operations in the accompanying Notes to the Consolidated Financial Statements for more detail.

## Consolidated Operating Results

### Revenues

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014 <sup>(1)</sup>	% Change	% Change Excluding Currency Changes <sup>(2)</sup>	Fiscal 2013 <sup>(1)</sup>	% Change	% Change Excluding Currency Changes <sup>(2)</sup>
<b>NIKE, Inc. Revenues:</b>							
<b>NIKE Brand Revenues by:</b>							
Footwear	\$ 18,318	\$ 16,208	13 %	17 %	\$ 14,635	11 %	12%
Apparel	8,636	8,109	6 %	10 %	7,491	8 %	10%
Equipment	1,632	1,670	-2 %	1 %	1,640	2 %	4%
Global Brand Divisions <sup>(3)</sup>	115	125	-8 %	-2 %	115	9 %	6%
<b>Total NIKE Brand Revenues</b>	<b>28,701</b>	<b>26,112</b>	<b>10 %</b>	<b>14 %</b>	<b>23,881</b>	<b>9 %</b>	<b>11%</b>
Converse	1,982	1,684	18 %	21 %	1,449	16 %	15%
Corporate <sup>(4)</sup>	(82)	3	—	—	(17)	—	—
<b>TOTAL NIKE, INC. REVENUES</b>	<b>\$ 30,601</b>	<b>\$ 27,799</b>	<b>10 %</b>	<b>14 %</b>	<b>\$ 25,313</b>	<b>10 %</b>	<b>11%</b>
<b>Supplemental NIKE Brand Revenues Details:</b>							
<b>NIKE Brand Revenues by:</b>							
Sales to Wholesale Customers	\$ 21,952	\$ 20,683	6 %	10 %	\$ 19,401	7 %	8%
Sales Direct to Consumer	6,634	5,304	25 %	29 %	4,365	22 %	22%
Global Brand Divisions <sup>(3)</sup>	115	125	-8 %	-2 %	115	9 %	6%
<b>TOTAL NIKE BRAND REVENUES</b>	<b>\$ 28,701</b>	<b>\$ 26,112</b>	<b>10 %</b>	<b>14 %</b>	<b>\$ 23,881</b>	<b>9 %</b>	<b>11%</b>
<b>NIKE Brand Revenues on a Wholesale Equivalent Basis: <sup>(5)</sup></b>							
Sales to Wholesale Customers	\$ 21,952	\$ 20,683	6 %	10 %	\$ 19,401	7 %	8%
Sales from our Wholesale Operations to Direct to Consumer Operations	3,881	3,107	25 %	29 %	2,499	24 %	25%
<b>TOTAL NIKE BRAND WHOLESALE EQUIVALENT REVENUES</b>	<b>\$ 25,833</b>	<b>\$ 23,790</b>	<b>9 %</b>	<b>13 %</b>	<b>\$ 21,900</b>	<b>9 %</b>	<b>10%</b>
<b>NIKE Brand Wholesale Equivalent Revenues by: <sup>(5)</sup></b>							
Men's	\$ 14,694	\$ 14,001	5 %	9 %	\$ 13,073	7 %	9%
Women's	5,724	4,971	15 %	20 %	4,494	11 %	12%
Young Athletes'	4,301	3,737	15 %	19 %	3,251	15 %	16%
Others <sup>(6)</sup>	1,114	1,081	3 %	7 %	1,082	0 %	1%
<b>TOTAL NIKE BRAND WHOLESALE EQUIVALENT REVENUES</b>	<b>\$ 25,833</b>	<b>\$ 23,790</b>	<b>9 %</b>	<b>13 %</b>	<b>\$ 21,900</b>	<b>9 %</b>	<b>10%</b>
<b>NIKE Brand Wholesale Equivalent Revenues by: <sup>(5)</sup></b>							
Running	\$ 4,853	\$ 4,623	5 %	9 %	\$ 4,274	8 %	10%
Basketball	3,715	3,119	19 %	21 %	2,629	19 %	19%
Football (Soccer)	2,246	2,413	-7 %	-2 %	2,043	18 %	21%
Men's Training	2,537	2,483	2 %	4 %	2,393	4 %	5%
Women's Training	1,279	1,145	12 %	16 %	1,065	8 %	10%
Action Sports	736	738	0 %	4 %	683	8 %	9%
Sportswear	6,596	5,742	15 %	20 %	5,456	5 %	7%
Golf	771	789	-2 %	0 %	792	0 %	1%
Others <sup>(7)</sup>	3,100	2,738	13 %	17 %	2,565	7 %	8%
<b>TOTAL NIKE BRAND WHOLESALE EQUIVALENT REVENUES</b>	<b>\$ 25,833</b>	<b>\$ 23,790</b>	<b>9 %</b>	<b>13 %</b>	<b>\$ 21,900</b>	<b>9 %</b>	<b>10%</b>

- (1) *Certain prior year amounts have been reclassified to conform to fiscal 2015 presentation. These changes had no impact on previously reported results of operations or shareholders' equity.*
- (2) *Results have been restated using actual exchange rates in use during the comparative period to enhance the visibility of the underlying business trends by excluding the impact of translation arising from foreign currency exchange rate fluctuations.*
- (3) *Global Brand Divisions revenues primarily represent NIKE Brand licensing businesses that are not part of a geographic operating segment.*
- (4) *Corporate revenues primarily consist of foreign currency revenue-related hedge gains and losses generated by entities within the NIKE Brand geographic operating segments and Converse through our centrally managed foreign exchange risk management program.*
- (5) *References to NIKE Brand wholesale equivalent revenues are intended to provide context as to the total size of our NIKE Brand market footprint if we had no Direct to Consumer operations. NIKE Brand wholesale equivalent revenues consist of (1) sales to external wholesale customers and (2) internal sales from our wholesale operations to our Direct to Consumer operations which are charged at prices that are comparable to prices charged to external wholesale customers.*
- (6) *Others include all unisex products, equipment and other products not allocated to Men's, Women's and Young Athletes', as well as certain adjustments that are not allocated to products designated by gender or age.*
- (7) *Others include all other categories and certain adjustments that are not allocated at the category level.*

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

On a currency-neutral basis, revenues from NIKE, Inc. continuing operations grew 14% for fiscal 2015, driven by increases in revenues for both the NIKE Brand and Converse. Every NIKE Brand geography delivered higher revenues for fiscal 2015 as our category offense continued to deliver innovative products, deep brand connections and compelling retail experiences to consumers. North America contributed 5 percentage points of the increase in NIKE, Inc. revenues, while Western Europe contributed 4 percentage points, Greater China contributed 2 percentage points and Central & Eastern Europe, Emerging Markets and Converse each contributed 1 percentage point.

Excluding the effects of changes in currency exchange rates, NIKE Brand footwear and apparel revenues increased 17% and 10%, respectively, while NIKE Brand equipment revenues increased 1% during fiscal 2015. The increase in NIKE Brand footwear revenues for fiscal 2015 was driven by strong performance in our Sportswear, Basketball, Running and Football (Soccer) categories. Footwear unit sales in fiscal 2015 increased 9% and increases in average selling price per pair contributed approximately 8 percentage points of footwear revenue growth. The increase in average selling price per pair was driven primarily by shifts in mix to higher-priced products, and to a lesser extent, the favorable impact of growth in our higher-priced DTC business.

The constant-currency increase in NIKE Brand apparel revenues for fiscal 2015 was driven by growth in most key categories, led by Sportswear, Running and Women's Training, which were partially offset by a decline in Football (Soccer) due largely to the comparison to significant sales of replica apparel in advance of the World Cup in 2014. Fiscal 2015 unit sales of apparel increased 8% and increases in average selling price per unit contributed approximately 2 percentage points of apparel revenue growth. The increase in average selling price per unit was driven primarily by increased revenues from our higher-priced DTC business.

While wholesale revenues remain the largest component of overall NIKE Brand revenues, we continue to expand our DTC businesses in each of our geographies. Our NIKE Brand DTC operations include NIKE-owned in-line and factory stores, as well as online sales through NIKE-owned websites. For fiscal 2015, DTC revenues represented approximately 23% of our total NIKE Brand revenues compared to 20% in fiscal 2014. On a currency-neutral basis, DTC revenues grew 29% for fiscal 2015, driven by strong comparable store sales growth of 16%, significant online sales growth and the addition of new stores. Comparable store sales include revenues from NIKE-owned in-line and factory stores for which all three of the following requirements have been met: (1) the store has been open at least one year, (2) square footage has not changed by more than 15% within the past year and (3) the store has not been permanently repositioned within the past year. Online sales through NIKE-owned websites, which are not included in comparable store sales, grew 59% in fiscal 2015. Online sales represented approximately 18% of our total NIKE Brand DTC revenues for fiscal 2015 compared to 15% for fiscal 2014.

On a wholesale equivalent basis and excluding the effects of changes in currency exchange rates, fiscal 2015 NIKE Brand Men's revenues increased 9%, driven by growth in our Sportswear, Basketball and Running categories. Women's revenues accelerated in fiscal 2015, achieving 20% growth primarily due to increases in Sportswear, Running and Women's Training categories. Revenues in our Young Athletes' business increased 19% as a result of continued efforts to expand footwear and apparel offerings for this group across multiple categories, particularly Basketball.

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

On a currency-neutral basis, revenues from NIKE, Inc. continuing operations grew 11% for fiscal 2014, driven by increases in revenues for both the NIKE Brand and Converse. Every NIKE Brand geography delivered higher revenues for fiscal 2014. North America contributed 5 percentage points of the increase in NIKE, Inc. revenues, while Western Europe and Emerging Markets each contributed 2 percentage points and Central & Eastern Europe and Converse each contributed 1 percentage point.

On a currency-neutral basis, NIKE Brand footwear and apparel revenues increased 12% and 10%, respectively, while NIKE Brand equipment revenues increased 4% during fiscal 2014. The increase in NIKE Brand footwear revenues for fiscal 2014 was mainly due to growth in our Basketball, Sportswear, Running and Football (Soccer) categories. Footwear unit sales in fiscal 2014 increased approximately 7% and the average selling price per pair contributed approximately 5 percentage points of footwear revenue growth, driven nearly equally by price increases and shifts in mix to higher-priced products.

For NIKE Brand apparel, the increase in revenues for fiscal 2014 was driven by growth in all key categories, most notably our Football (Soccer), Running and Women's Training categories. In fiscal 2014, unit sales of apparel increased approximately 6% and the average selling price per unit contributed approximately 4 percentage points of apparel revenue growth, driven by price increases and, to a lesser extent, a shift in mix to higher-priced products.

For fiscal 2014, DTC revenues represented approximately 20% of our total NIKE Brand revenues compared to 18% in fiscal 2013. On a currency-neutral basis, DTC revenues grew 22% for fiscal 2014, as comparable store sales grew 10%, and we continued to open new stores and expand our e-commerce business. Online sales through NIKE-owned websites grew 42% in fiscal 2014. Online sales represented approximately 15% of our total NIKE Brand DTC revenues for fiscal 2014 compared to 12% for fiscal 2013.

On a wholesale equivalent basis and excluding the effects of changes in currency exchange rates, fiscal 2014 NIKE Brand Men's revenues increased 9% mainly as a result of strong growth in our Basketball, Football (Soccer), Running and Sportswear categories. Women's revenues increased 12% in large part due to increases in our Running, Sportswear and Women's Training categories. The 16% increase in the Young Athletes' business was driven by increases in the Basketball and Football (Soccer) categories in part due to our expanded footwear and apparel offerings for this age group.

## Futures Orders

Futures orders for NIKE Brand footwear and apparel scheduled for delivery from June through November 2015 were 2% higher than the orders reported for the comparable prior year period. The U.S. Dollar futures order amount is calculated based upon our internal forecast of the currency exchange rates under which our revenues will be translated during this period. Excluding the impact of currency changes, futures orders increased 13%, with unit orders and average selling price per unit contributing approximately 8 and 5 percentage points of growth, respectively.

By geography, futures orders growth was as follows:

	Reported Futures Orders	Futures Orders Excluding Currency Changes <sup>(1)</sup>
North America	13 %	13%
Western Europe	-11 %	14%
Central & Eastern Europe	-9 %	17%
Greater China	20 %	22%
Japan	1 %	20%
Emerging Markets	-14 %	2%
<b>TOTAL NIKE BRAND FUTURES ORDERS</b>	<b>2 %</b>	<b>13%</b>

(1) Reported futures have been restated using prior year exchange rates for the comparative period to enhance the visibility of the underlying business trends excluding the impact of foreign currency exchange rate fluctuations.

The reported futures orders growth is not necessarily indicative of our expectation of revenue growth during this period. This is due to year-over-year changes in shipment timing, changes in the mix of orders between futures and at-once orders and because the fulfillment of certain orders may fall outside of the schedule noted above. In addition, exchange rate fluctuations as well as differing levels of order cancellations, discounts and returns can cause differences in the comparisons between futures orders and actual revenues. Moreover, a portion of our revenue is not derived from futures orders, including sales of at-once and closeout NIKE Brand footwear and apparel, sales of NIKE Brand equipment, sales from our DTC operations and sales from Converse, NIKE Golf and Hurley.

## Gross Margin

(Dollars in millions)	Fiscal 2015	Fiscal 2014	% Change	Fiscal 2013	% Change
Gross profit	\$ 14,067	\$ 12,446	13%	\$ 11,034	13%
Gross margin %	46.0%	44.8%	120 bps	43.6%	120 bps

### Fiscal 2015 Compared to Fiscal 2014

For fiscal 2015, our consolidated gross margin was 120 basis points higher than fiscal 2014, primarily driven by the following factors:

- Higher NIKE Brand average net selling prices (increasing gross margin approximately 250 basis points) primarily attributable to shifts in mix to higher-priced products and, to a lesser extent, increased prices, in part in response to inflationary conditions in certain territories;
- Higher NIKE Brand product costs (decreasing gross margin approximately 190 basis points) largely due to shifts in mix to higher-cost products, labor input cost inflation and higher air freight costs, in part to mitigate the negative impacts from product delays due to the West Coast port congestion in the United States;
- Growth in our higher-margin DTC business (increasing gross margin approximately 40 basis points); and
- Changes in foreign currency exchange rates (including gains and losses on hedge transactions) increased gross margin approximately 20 basis points.

### Fiscal 2014 Compared to Fiscal 2013

For fiscal 2014, our consolidated gross margin was 120 basis points higher than fiscal 2013, primarily driven by the following factors:

- Higher NIKE Brand average net selling prices (increasing gross margin approximately 160 basis points) attributable to both shifts in mix to higher-priced products and price increases;
- Higher NIKE Brand product costs (decreasing gross margin approximately 50 basis points), primarily due to shifts in mix to higher-cost products, as well as labor input cost inflation;
- Growth in our higher-margin DTC business (increasing gross margin approximately 40 basis points);
- Improved margins due to cleaner closeout inventories (increasing margin approximately 20 basis points); and
- Unfavorable changes in foreign currency exchange rates, including hedges (decreasing gross margin approximately 50 basis points).

## Total Selling and Administrative Expense

(Dollars in millions)	Fiscal 2015	Fiscal 2014	% Change	Fiscal 2013	% Change
Demand creation expense <sup>(1)</sup>	\$ 3,213	\$ 3,031	6%	\$ 2,745	10%
Operating overhead expense	6,679	5,735	16%	5,051	14%
Total selling and administrative expense	\$ 9,892	\$ 8,766	13%	\$ 7,796	12%
% of Revenues	32.3%	31.5%	80 bps	30.8%	70 bps

(1) Demand creation expense consists of advertising and promotion costs, including costs of endorsement contracts, television, digital and print advertising, brand events and retail brand presentation.

### Fiscal 2015 Compared to Fiscal 2014

Demand creation expense increased 6% for fiscal 2015 compared to the prior year, primarily due to support for key brand and consumer events, including the World Cup in early fiscal 2015, increased digital brand marketing, investments in DTC marketing and higher sports marketing expense. Changes in foreign currency exchange rates decreased growth in Demand creation expense by approximately 4 percentage points for fiscal 2015.

Operating overhead expense increased 16% compared to the prior year, primarily driven by investments in our rapidly growing DTC business, including new store openings and higher variable expenses, investments in operational infrastructure and consumer-focused digital capabilities and higher performance-based compensation. For fiscal 2015, changes in foreign currency exchange rates decreased growth in Operating overhead expense by approximately 3 percentage points.

### Fiscal 2014 Compared to Fiscal 2013

Demand creation expense increased 10% compared to the prior year, mainly driven by marketing support for events, including the World Cup, higher sports marketing expense, key product launches and initiatives and investments to upgrade the presentation of our products in wholesale accounts. For fiscal 2014, changes in foreign currency exchange rates did not have a material impact on Demand creation expense.

Compared to the prior year, Operating overhead expense increased 14%, primarily attributable to growth in our DTC business driven by new store openings, higher personnel costs and e-commerce launches, as well as increased investments in our digital capabilities and corporate infrastructure. Changes in foreign currency exchange rates did not have a material impact on Operating overhead expense for fiscal 2014.

## Other (Income) Expense, Net

(In millions)	Fiscal 2015	Fiscal 2014	Fiscal 2013
Other (income) expense, net	\$ (58)	\$ 103	\$ (15)

Other (income) expense, net comprises foreign currency conversion gains and losses from the re-measurement of monetary assets and liabilities denominated in non-functional currencies and the impact of certain foreign currency derivative instruments, as well as unusual or non-operating transactions that are outside the normal course of business.

### Fiscal 2015 Compared to Fiscal 2014

Other (income) expense, net shifted from \$103 million of other expense, net for fiscal 2014 to \$58 million of other (income), net for fiscal 2015, primarily driven by a \$147 million change to net foreign currency conversion gains, primarily due to significant hedge gains from available-for-sale investments, as well as an adverse legal judgment in the prior year related to a long outstanding bankruptcy case for a former customer in Western Europe.

We estimate the combination of the translation of foreign currency-denominated profits from our international business and the year-over-year change in foreign currency-related gains and losses included in Other (income) expense, net had an unfavorable impact on our Income before income taxes of \$73 million for fiscal 2015.

### Fiscal 2014 Compared to Fiscal 2013

Other (income) expense, net shifted from \$15 million of other (income), net for fiscal 2013 to \$103 million of other expense, net for fiscal 2014, primarily driven by a \$90 million adverse change in foreign currency conversion gains and losses as well as an adverse legal judgment in the second quarter of fiscal 2014 related to a long outstanding bankruptcy case for a former customer in Western Europe.

We estimate the combination of the translation of foreign currency-denominated profits from our international businesses and the year-over-year change in foreign currency-related gains and losses included in Other (income) expense, net had an unfavorable impact on our Income before income taxes of \$139 million for fiscal 2014.

## Income Taxes

	Fiscal 2015	Fiscal 2014	% Change	Fiscal 2013	% Change
Effective tax rate	22.2%	24.0%	(180) bps	24.7%	(70) bps

### Fiscal 2015 Compared to Fiscal 2014

The 180 basis point decrease in our effective tax rate for the fiscal year was primarily due to the favorable resolution of audits in several jurisdictions.



## Fiscal 2014 Compared to Fiscal 2013

The 70 basis point decrease in our effective tax rate for the fiscal year was primarily driven by an increase in earnings in lower tax jurisdictions. During the fourth quarter of the fiscal year ended May 31, 2014, we reached a resolution with the IRS on an Advanced Pricing Agreement. This agreement did not have a material impact on our effective tax rate for fiscal 2014. Refer to Note 9 — Income Taxes in the accompanying Notes to the Consolidated Financial Statements for additional disclosure.

## Operating Segments

Our reportable operating segments are evidence of the structure of the Company's internal organization. The NIKE Brand segments are defined by geographic regions for operations participating in NIKE Brand sales activity.

Each NIKE Brand geographic segment operates predominantly in one industry: the design, development, marketing and selling of athletic footwear, apparel and equipment. The Company's reportable operating segments for the NIKE Brand are: North America, Western Europe, Central & Eastern Europe, Greater China, Japan and Emerging Markets, and include results for the NIKE, Jordan and Hurley brands. The Company's NIKE Brand DTC operations are managed within each geographic operating segment. Converse is also a reportable segment for NIKE, Inc., and operates in one industry: the design, marketing, licensing and selling of casual sneakers, apparel and accessories.

As part of our centrally managed foreign exchange risk management program, standard foreign currency rates are assigned twice per year to each NIKE Brand entity in our geographic operating segments and Converse. These rates are set approximately nine months in advance of the future selling season based on average market spot rates in the calendar month preceding the date they are established. Inventories and cost of sales for geographic operating segments and Converse reflect the use of these standard rates to record non-functional currency product purchases into the entity's functional currency. Differences between assigned standard foreign currency rates and actual market rates are included in Corporate together with foreign currency hedge gains and losses generated from our centrally managed foreign exchange risk management program and other conversion gains and losses.

The breakdown of revenues is as follows:

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes <sup>(1)</sup>	Fiscal 2013	% Change	% Change Excluding Currency Changes <sup>(1)</sup>
North America	\$ 13,740	\$ 12,299	12 %	12 %	\$ 11,158	10 %	10%
Western Europe	5,709	4,979	15 %	21 %	4,193	19 %	14%
Central & Eastern Europe	1,417	1,387	2 %	15 %	1,229	13 %	15%
Greater China	3,067	2,602	18 %	19 %	2,478	5 %	3%
Japan	755	771	-2 %	9 %	876	-12 %	5%
Emerging Markets	3,898	3,949	-1 %	8 %	3,832	3 %	13%
Global Brand Divisions <sup>(2)</sup>	115	125	-8 %	-2 %	115	9 %	6%
<b>Total NIKE Brand Revenues</b>	<b>28,701</b>	<b>26,112</b>	<b>10 %</b>	<b>14 %</b>	<b>23,881</b>	<b>9 %</b>	<b>11%</b>
Converse	1,982	1,684	18 %	21 %	1,449	16 %	15%
Corporate <sup>(3)</sup>	(82)	3	—	—	(17)	—	—
<b>TOTAL NIKE, INC. REVENUES</b>	<b>\$ 30,601</b>	<b>\$ 27,799</b>	<b>10 %</b>	<b>14 %</b>	<b>\$ 25,313</b>	<b>10 %</b>	<b>11%</b>

(1) Results have been restated using actual exchange rates in use during the comparative period to enhance the visibility of the underlying business trends excluding the impact of translation arising from foreign currency exchange rate fluctuations.

(2) Global Brand Divisions revenues primarily represent NIKE Brand licensing businesses that are not part of a geographic operating segment.

(3) Corporate revenues primarily consist of foreign currency revenue-related hedge gains and losses generated by entities within the NIKE Brand geographic operating segments and Converse through our centrally managed foreign exchange risk management program.

The primary financial measure used by the Company to evaluate performance of individual operating segments is earnings before interest and taxes (commonly referred to as "EBIT"), which represents *Net income* before *Interest expense (income), net* and *Income tax expense* in the Consolidated Statements of Income. As discussed in Note 18 — Operating Segments and Related Information in the accompanying Notes to the Consolidated Financial Statements, certain corporate costs are not included in EBIT of our operating segments.

The breakdown of earnings before interest and taxes is as follows:

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014 <sup>(1)</sup>	% Change	Fiscal 2013 <sup>(1)</sup>	% Change
North America	\$ 3,645	\$ 3,077	18 %	\$ 2,639	17 %
Western Europe	1,277	855	49 %	643	33 %
Central & Eastern Europe	247	279	-11 %	234	19 %
Greater China	993	816	22 %	813	0 %
Japan	100	131	-24 %	139	-6 %
Emerging Markets	818	952	-14 %	985	-3 %
Global Brand Divisions	(2,263)	(1,993)	-14 %	(1,716)	-16 %
<b>Total NIKE Brand</b>	<b>4,817</b>	<b>4,117</b>	<b>17 %</b>	<b>3,737</b>	<b>10 %</b>
Converse	517	496	4 %	425	17 %
Corporate	(1,101)	(1,036)	-6 %	(909)	-14 %
<b>TOTAL CONSOLIDATED EARNINGS BEFORE INTEREST AND TAXES</b>	<b>4,233</b>	<b>3,577</b>	<b>18 %</b>	<b>3,253</b>	<b>10 %</b>
Interest expense (income), net	28	33	—	(3)	—
<b>TOTAL CONSOLIDATED INCOME BEFORE INCOME TAXES</b>	<b>\$ 4,205</b>	<b>\$ 3,544</b>	<b>19 %</b>	<b>\$ 3,256</b>	<b>9 %</b>

(1) Certain prior year amounts have been reclassified to conform to fiscal 2015 presentation. These changes had no impact on previously reported results of operations or shareholders' equity.

## North America

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 8,506	\$ 7,495	13 %	14 %	\$ 6,751	11%	11%
Apparel	4,410	3,937	12 %	12 %	3,591	10%	10%
Equipment	824	867	-5 %	-5 %	816	6%	6%
<b>TOTAL REVENUES</b>	<b>\$ 13,740</b>	<b>\$ 12,299</b>	<b>12 %</b>	<b>12 %</b>	<b>\$ 11,158</b>	<b>10%</b>	<b>10%</b>
Revenues by:							
Sales to Wholesale Customers	\$ 10,243	\$ 9,296	10 %	10 %	\$ 8,571	8%	9%
Sales Direct to Consumer	3,497	3,003	16 %	17 %	2,587	16%	16%
<b>TOTAL REVENUES</b>	<b>\$ 13,740</b>	<b>\$ 12,299</b>	<b>12 %</b>	<b>12 %</b>	<b>\$ 11,158</b>	<b>10%</b>	<b>10%</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 3,645</b>	<b>\$ 3,077</b>	<b>18 %</b>		<b>\$ 2,639</b>	<b>17%</b>	

### Fiscal 2015 Compared to Fiscal 2014

North America revenues increased 12%, despite congestion at ports on the West Coast of the United States in the second half of the fiscal year, which affected the Company's supply chain and flow of product to customers. Revenue growth was driven by nearly all key categories for fiscal 2015, led by our Basketball, Sportswear and Men's and Women's Training categories. On a constant currency basis, DTC revenue grew 17% for fiscal 2015, fueled by comparable store sales growth of 8%, strong online sales growth and the addition of new stores.

Footwear revenue growth was driven by increases in most key categories, notably Basketball and Sportswear. Unit sales of footwear for fiscal 2015 increased 6% and higher average selling price per pair contributed approximately 8 percentage points of footwear revenue growth. The increase in average selling price per pair was primarily due to shifts in mix to higher-priced products, and to a lesser extent, price increases.

Apparel revenue growth was attributable to strong demand in most key categories, led by Sportswear, Men's Training, Women's Training and Running, partially offset by slight declines in Football (Soccer) and Action Sports. For fiscal 2015, unit sales of apparel increased 9% and higher average selling price per unit contributed approximately 3 percentage points of apparel revenue growth. The increase in average selling price per unit was driven primarily by the favorable impact of our higher-priced DTC business, as well as shifts in mix to higher-priced products.

EBIT grew 18% for fiscal 2015 as a result of higher revenues, gross margin expansion and selling and administrative expense leverage. Gross margin increased 110 basis points due to shifts in mix to higher-priced products, improved off-price product margins and lower inventory obsolescence costs, partially offset by higher product input and logistics costs. Selling and administrative expense decreased as a percent of revenues despite higher demand creation expense to support key brand and sporting events and higher sports marketing expense. Operating overhead costs also increased to support DTC growth and investments in infrastructure, as well as higher performance-based compensation costs.

### Fiscal 2014 Compared to Fiscal 2013

Our continued focus on the category offense drove increased demand for NIKE Brand products across all key categories for fiscal 2014. Our Basketball, Men's Training, Running and Sportswear categories fueled the revenue growth in fiscal 2014. DTC revenue growth in North America for fiscal 2014 was driven by a 7%

increase in comparable store sales, the addition of 16 net new stores and strong online sales growth.

Footwear revenue growth in North America was driven by higher demand in nearly all key categories, led by our Basketball, Running and Sportswear categories. For fiscal 2014, unit sales increased 7% and average selling price per pair contributed 4 percentage points of footwear revenue growth. The increase in average selling price per pair was driven by price increases and shifts in mix toward higher-priced products in nearly equal amounts.

North America apparel revenue growth was fueled by higher demand in all key categories, most notably our Men's Training, Women's Training and Sportswear categories. Unit sales increased 6% and average selling price per unit contributed approximately 4 percentage points of apparel revenue growth. The increase in average selling price per unit was primarily driven by price increases, and to a lesser extent, shifts in mix to higher-priced products.

EBIT grew faster than revenues due to gross margin expansion and slight selling and administrative expense leverage. Gross margin increased 120 basis points for fiscal 2014, reflecting pricing initiatives as well as lower product costs as a result of favorable changes in product mix. These gross margin benefits were partially offset by higher off-price mix. Selling and administrative expenses grew in line with revenues as a result of higher operating overhead costs to support DTC growth and higher demand creation expense in support of the World Cup and key product and brand initiatives.

## Western Europe

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 3,876	\$ 3,299	17%	25%	\$ 2,657	24%	20 %
Apparel	1,555	1,427	9%	14%	1,289	11%	7 %
Equipment	278	253	10%	15%	247	2%	-1 %
<b>TOTAL REVENUES</b>	<b>\$ 5,709</b>	<b>\$ 4,979</b>	<b>15%</b>	<b>21%</b>	<b>\$ 4,193</b>	<b>19%</b>	<b>14 %</b>
Revenues by:							
Sales to Wholesale Customers	\$ 4,455	\$ 4,022	11%	17%	\$ 3,481	16%	11 %
Sales Direct to Consumer	1,254	957	31%	40%	712	34%	29 %
<b>TOTAL REVENUES</b>	<b>\$ 5,709</b>	<b>\$ 4,979</b>	<b>15%</b>	<b>21%</b>	<b>\$ 4,193</b>	<b>19%</b>	<b>14 %</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 1,277</b>	<b>\$ 855</b>	<b>49%</b>		<b>\$ 643</b>	<b>33%</b>	

### Fiscal 2015 Compared to Fiscal 2014

Excluding the changes in currency exchange rates, revenues for fiscal 2015 increased 21% and grew in every territory, led by AGS (Austria, Germany and Switzerland) and the UK & Ireland, our largest territories in Western Europe, which grew 27% and 20%, respectively. Revenues grew for every key category, most notably Sportswear and Running. DTC revenues grew 40%, driven by comparable store sales growth of 24%, strong online sales growth and the addition of new stores.

The constant currency footwear revenue growth was driven by increases in nearly every category, most notably Sportswear, Running and Football (Soccer). For fiscal 2015, unit sales of footwear increased 20% and average selling price per pair contributed approximately 5 percentage points of footwear revenue growth. The increase in average selling price per pair was driven equally by shifts in mix to higher-priced products and the favorable impact of growth in our higher-priced DTC business.

The constant currency apparel revenue growth was attributable to increases in nearly all key categories, led by Sportswear, Women's Training and Running, partially offset by a slight decline in Football (Soccer) primarily due to the impact of World Cup in fiscal 2014. Unit sales of apparel in fiscal 2015 increased 14% while average selling price per unit was flat compared to the prior year.

Despite the negative translation impact from changes in foreign currency exchange rates, most notably the Euro, reported EBIT grew 49% for fiscal 2015 as a result of strong revenue growth, gross margin expansion and selling and administrative expense leverage. Gross margin increased 190 basis points, primarily due to favorable standard foreign currency exchange rates and higher average selling prices, which were only partially offset by higher product costs. Selling and administrative expense decreased as a percent of revenues despite increases in operating overhead, primarily as a result of higher costs to support our growing DTC business. Demand creation increased largely as a result of higher sports marketing and digital demand creation costs.

### Fiscal 2014 Compared to Fiscal 2013

On a currency-neutral basis, all territories in Western Europe reported revenue growth for fiscal 2014, except Italy and Iberia, which declined 7% and 1%, respectively. Revenues for the U.K. & Ireland and AGS increased 20% and 23%, respectively. On a category basis, revenue growth in fiscal 2014 was fueled by our Running, Football (Soccer) and Sportswear categories. The growth in DTC revenues for fiscal 2014 was driven by 17% growth in comparable store sales, rapid growth in online sales and the addition of 19 net new stores.

Constant currency footwear revenue growth in Western Europe reflected increases in every key category, most notably our Sportswear, Running, Football (Soccer) and Basketball categories. Unit sales in fiscal 2014 increased 11% and average selling price per pair contributed approximately 9 percentage points of footwear revenue growth. The increase in average price per pair was primarily the result of price increases, shifts in mix to higher-priced products and lower discounts.

The constant currency increase in Western Europe apparel revenue was due to increases in Football (Soccer), Running and Women's Training, partially offset by a decline in Sportswear. Unit sales increased 3% while average selling price per unit contributed approximately 4 percentage points of apparel revenue growth, driven primarily by lower discounts on off-price closeout sales compared to the prior year.

On a reported basis, EBIT for fiscal 2014 grew at a faster rate than revenues as a result of a 150 basis point increase in gross margin and selling and administrative expense leverage. The gross margin increase was fueled by higher average selling prices, growth in our higher-margin DTC business, lower discounts and lower off-price mix, which more than offset unfavorable standard foreign currency exchange rates and higher product input costs. Selling and administrative expense was lower as a percent of revenue despite higher operating overhead costs to support growth in our DTC business and higher demand creation spending for sports marketing and support for key events, such as the World Cup.

## Central & Eastern Europe

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 827	\$ 763	8 %	22%	\$ 672	14%	15%
Apparel	495	532	-7 %	5%	468	14%	17%
Equipment	95	92	3 %	14%	89	3%	7%
<b>TOTAL REVENUES</b>	<b>\$ 1,417</b>	<b>\$ 1,387</b>	<b>2 %</b>	<b>15%</b>	<b>\$ 1,229</b>	<b>13%</b>	<b>15%</b>
Revenues by:							
Sales to Wholesale Customers	\$ 1,237	\$ 1,245	-1 %	11%	\$ 1,126	11%	13%
Sales Direct to Consumer	180	142	27 %	48%	103	38%	45%
<b>TOTAL REVENUES</b>	<b>\$ 1,417</b>	<b>\$ 1,387</b>	<b>2 %</b>	<b>15%</b>	<b>\$ 1,229</b>	<b>13%</b>	<b>15%</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 247</b>	<b>\$ 279</b>	<b>-11 %</b>		<b>\$ 234</b>	<b>19%</b>	

### Fiscal 2015 Compared to Fiscal 2014

Excluding changes in currency exchange rates, Central & Eastern Europe revenues for fiscal 2015 grew 15%, attributable to increases in most territories. Turkey, one of our largest territories, grew 23% and our distributors business grew 18%, while revenues declined in Israel, our smallest territory. On a category basis, revenue growth was driven by increases in most key categories, primarily Sportswear and Running. DTC revenues increased 48%, driven by strong comparable store sales growth of 28%, the addition of new stores and online sales growth.

The constant currency growth in footwear revenue in fiscal 2015 was driven by growth in nearly all key categories, most notably Sportswear and Running. Unit sales of footwear increased 11% and increases in average selling price per pair contributed approximately 11 percentage points of footwear revenue growth. The increase in average selling price per pair was driven by price increases in response to inflationary conditions in certain territories, as well as shifts in mix to higher-priced products.

The constant currency growth in apparel revenue in fiscal 2015 resulted from growth in most key categories, led by Sportswear and Running, partially offset by a decline in Football (Soccer) due to comparison to strong sales related to the World Cup in fiscal 2014. Unit sales of apparel increased 1% and increases in average selling price per unit contributed approximately 4 percentage points of apparel revenue growth. The increase in average selling price per unit was primarily due to price increases in response to inflationary conditions in certain territories.

On a reported basis, EBIT declined 11% for fiscal 2015, primarily reflecting the impact of weakening foreign currency exchange rates. Reported revenue increases and slight selling and administrative expense leverage were more than offset by lower gross margin. Gross margin decreased 340 basis points as higher product costs and unfavorable standard foreign currency exchange rates were only partially offset by higher average selling prices. Selling and administrative expense decreased as a percent of revenue despite increases in both demand creation and operating overhead. Operating overhead increased primarily as a result of investments in our growing DTC business, while demand creation increased as a result of higher sports marketing costs.

### Fiscal 2014 Compared to Fiscal 2013

On a currency-neutral basis, Central & Eastern Europe revenues for fiscal 2014 were driven by growth across nearly all territories, particularly Russia, our largest territory, which grew 14%, and Turkey, which grew 17%. Revenue growth was driven by growth in nearly every key category, led by Football (Soccer) and Running.

Constant currency footwear revenue growth in fiscal 2014 was driven by growth in nearly all categories, most notably Running and Football (Soccer). Unit sales increased 11% while average selling price per pair contributed approximately 4 percentage points of footwear revenue growth, due primarily to price increases.

Constant currency apparel revenue growth in fiscal 2014 was driven by growth in every key category, led by Football (Soccer) and Running. Unit sales increased 15%, while average selling price per unit contributed approximately 2 percentage points of apparel revenue growth, driven by price increases.

On a reported basis, EBIT grew faster than revenues primarily due to gross margin improvement, partially offset by higher selling and administrative expense. Gross margin increased 180 basis points, primarily driven by price increases, a shift in mix to higher-margin products, warehousing efficiencies and the favorable impact of our higher-margin DTC business, partially offset by unfavorable standard foreign currency exchange rates. Selling and administrative expense increased as a result of higher demand creation expense to support key events as well as higher operating overhead to support overall growth, including our expanding DTC business.

## Greater China

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 2,016	\$ 1,600	26%	28%	\$ 1,495	7 %	5 %
Apparel	925	876	6%	7%	844	4 %	1 %
Equipment	126	126	0%	1%	139	-9 %	-11 %
<b>TOTAL REVENUES</b>	<b>\$ 3,067</b>	<b>\$ 2,602</b>	<b>18%</b>	<b>19%</b>	<b>\$ 2,478</b>	<b>5 %</b>	<b>3 %</b>
Revenues by:							
Sales to Wholesale Customers	\$ 2,233	\$ 2,041	9%	11%	\$ 2,079	-2 %	-4 %
Sales Direct to Consumer	834	561	49%	51%	399	41 %	38 %
<b>TOTAL REVENUES</b>	<b>\$ 3,067</b>	<b>\$ 2,602</b>	<b>18%</b>	<b>19%</b>	<b>\$ 2,478</b>	<b>5 %</b>	<b>3 %</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 993</b>	<b>\$ 816</b>	<b>22%</b>		<b>\$ 813</b>	<b>0 %</b>	

### Fiscal 2015 Compared to Fiscal 2014

Excluding changes in currency exchange rates, Greater China revenue growth for fiscal 2015 was driven by higher revenues in our Sportswear, Running and Basketball categories, partially offset by small declines in other categories. Strong growth in DTC revenues reflected a 28% increase in comparable store sales, strong online sales growth and the addition of new stores.

Constant currency footwear revenue growth in fiscal 2015 was driven by increased sales in our Sportswear, Running and Basketball categories, partially offset by small declines in other categories. Unit sales of footwear increased 20% for fiscal 2015 while increases in average selling price per pair contributed approximately 8 percentage points of footwear revenue growth. The increase in average selling price per pair was due primarily to an increase in the proportion of revenues from our higher-priced DTC business.

Constant currency apparel revenue growth in fiscal 2015 was driven by increases in the Sportswear, Running and Basketball categories, partially offset by decreases in other categories, primarily Football (Soccer) and Men's Training. For fiscal 2015, unit sales of apparel increased 8% while changes in average selling price per unit reduced apparel revenues by approximately 1 percentage point. The decline in average selling price per unit was due primarily to shifts in mix to lower-priced products, partially offset by increased revenues from our higher-priced DTC business.

On a reported basis, EBIT increased 22% for fiscal 2015 as higher revenues and gross margin expansion more than offset higher selling and administrative expense. Gross margin increased 270 basis points primarily due to higher average selling prices and an increase in the proportion of revenues from our higher-margin DTC business, partially offset by higher product costs. Selling and administrative expense increased due to higher operating overhead to support growth initiatives, primarily related to our DTC operations, as well as higher demand creation spending, primarily for sports marketing.

### Fiscal 2014 Compared to Fiscal 2013

Excluding changes in currency exchange rates, Greater China revenues increased 3% in fiscal 2014, primarily driven by strong growth in our DTC business, which represented 22% of total Greater China revenues for fiscal 2014. The growth in DTC revenues reflected a 20% increase in comparable store sales, the addition of 30 net new stores, as well as online sales growth. The increase in DTC revenues more than offset a 4% decrease in sales in our wholesale business as we continued to manage the amount of product sold into the market and worked with our wholesale partners to optimize product mix for the consumer. On a category basis, higher revenues in our Basketball, Sportswear and Running categories more than offset declines in Men's Training, Action Sports and Women's Training.

Constant currency footwear revenue growth in fiscal 2014 was driven by increased sales in our Basketball and Sportswear categories, partially offset by declines in our Men's Training, Running and Action Sports categories. Unit sales for fiscal 2014 were flat compared to the prior year while average selling price per pair contributed approximately 5 percentage points of footwear revenue growth. The increase in average selling price per pair was driven by favorable revenue mix resulting from a higher percent of sales from our higher-priced DTC business, as well as shifts in mix to higher-priced products.

Constant currency apparel revenue growth for fiscal 2014 was driven by increases in the Running, Sportswear and Basketball categories, partially offset by decreases in Men's Training and Women's Training. Apparel unit sales in fiscal 2014 were 1% higher while average selling price per unit was flat.

Fiscal 2014 reported EBIT was flat compared to the prior year as reported revenue and gross margin increases were offset by higher selling and administrative expense as a percent of sales. Gross margin increased 150 basis points as higher average selling prices, growth in our higher-margin DTC business and improved margins on closeout sales more than offset higher product input costs and unfavorable product mix. Selling and administrative expense increased due to higher operating overhead costs driven by increased investments to support DTC growth and our new Greater China headquarters in Shanghai, as well as higher demand creation spending.

## Japan

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 452	\$ 409	11 %	23 %	\$ 439	-7 %	11 %
Apparel	230	276	-17 %	-8 %	337	-18 %	-2 %
Equipment	73	86	-15 %	-6 %	100	-14 %	2 %
<b>TOTAL REVENUES</b>	<b>\$ 755</b>	<b>\$ 771</b>	<b>-2 %</b>	<b>9 %</b>	<b>\$ 876</b>	<b>-12 %</b>	<b>5 %</b>
Revenues by:							
Sales to Wholesale Customers	\$ 536	\$ 597	-10 %	0 %	\$ 700	-15 %	1 %
Sales Direct to Consumer	219	174	26 %	40 %	176	-1 %	18 %
<b>TOTAL REVENUES</b>	<b>\$ 755</b>	<b>\$ 771</b>	<b>-2 %</b>	<b>9 %</b>	<b>\$ 876</b>	<b>-12 %</b>	<b>5 %</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 100</b>	<b>\$ 131</b>	<b>-24 %</b>		<b>\$ 139</b>	<b>-6 %</b>	

### Fiscal 2015 Compared to Fiscal 2014

Constant currency revenues for Japan increased 9% in fiscal 2015, driven primarily by increases in Sportswear, Basketball and Running, partially offset by declines in Men's Training, Golf and Women's Training. DTC revenues grew 40% in fiscal 2015 driven by a 20% increase in comparable store sales, strong online sales growth and the addition of new stores.

On a reported basis, fiscal 2015 EBIT decreased 24% compared to the prior year period, reflecting the impact of the weaker Yen. Gross margin decreased 270 basis points as unfavorable standard foreign currency exchange rates and higher product costs more than offset higher average selling prices and an increase in the proportion of revenues from our higher-margin DTC business. Selling and administrative expense increased as a percent of revenues as higher operating overhead, primarily to support our expanding DTC business, was only partially offset by a decrease in demand creation expense.

### Fiscal 2014 Compared to Fiscal 2013

On a currency-neutral basis, revenues increased 5% for Japan, driven by higher revenues in Sportswear, Football (Soccer) and Basketball, partially offset by lower revenues in Men's Training and Golf.

Fiscal 2014 EBIT decreased 6% as a 12% decline in reported revenues, due to the weaker Yen, was only partially offset by higher gross margin and selling and administrative expense leverage. Gross margin increased 20 basis points as higher average selling prices, favorable off-price mix and the favorable impact of higher-margin DTC revenues were mostly offset by unfavorable standard foreign currency exchange rates. The decrease in selling and administrative expense in fiscal 2014 was attributable to lower operating overhead and demand creation spending.

## Emerging Markets

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues by:							
Footwear	\$ 2,641	\$ 2,642	0 %	9 %	\$ 2,621	1 %	10 %
Apparel	1,021	1,061	-4 %	5 %	962	10 %	21 %
Equipment	236	246	-4 %	5 %	249	-1 %	9 %
<b>TOTAL REVENUES</b>	<b>\$ 3,898</b>	<b>\$ 3,949</b>	<b>-1 %</b>	<b>8 %</b>	<b>\$ 3,832</b>	<b>3 %</b>	<b>13 %</b>
Revenues by:							
Sales to Wholesale Customers	\$ 3,247	\$ 3,483	-7 %	2 %	\$ 3,443	1 %	11 %
Sales Direct to Consumer	651	466	40 %	51 %	389	20 %	28 %
<b>TOTAL REVENUES</b>	<b>\$ 3,898</b>	<b>\$ 3,949</b>	<b>-1 %</b>	<b>8 %</b>	<b>\$ 3,832</b>	<b>3 %</b>	<b>13 %</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>	<b>\$ 818</b>	<b>\$ 952</b>	<b>-14 %</b>		<b>\$ 985</b>	<b>-3 %</b>	

### Fiscal 2015 Compared to Fiscal 2014

On a currency-neutral basis, fiscal 2015 revenues for Emerging Markets increased 8%, driven by growth in 7 of 9 territories. Growth was led by one of our largest territories, SOCO (which includes Argentina, Uruguay and Chile), which grew 28%, and our Pacific territory (which includes Australia and New Zealand), which grew 26%. Revenues in our Mexico and Brazil territories decreased 21% and 3%, respectively. The decrease in Mexico was attributable to efforts to liquidate excess inventory in the marketplace largely resulting from an inconsistent flow of product to customers following distribution center transition issues in fiscal 2014, while the decrease in Brazil was primarily due to challenging macroeconomic conditions and comparison to strong sales related to the World Cup in fiscal 2014. On a category basis, revenues were higher in most key categories, led by Sportswear, Running and Basketball, partially offset by a decline in Football (Soccer). DTC revenues increased 51% compared to fiscal 2014, driven by strong comparable store sales growth of 26%, the addition of new stores and online sales growth.



The constant currency growth in footwear revenue for fiscal 2015 was attributable to increases in several key categories, most notably Sportswear, Basketball, Action Sports and Running. Unit sales of footwear decreased 2% while average selling price per pair contributed approximately 11 percentage points of footwear revenue growth. The increase in average selling price per pair was primarily due to price increases in response to inflationary conditions in certain Latin American countries, particularly Argentina, as well as shifts in mix to higher-priced products and the favorable impact of growth in our higher-priced DTC business.

Constant currency apparel revenue growth was due to increases in nearly all key categories, primarily Sportswear, Running and Women's Training, partially offset by a decline in Football (Soccer) revenues due to higher World Cup sales in fiscal 2014. Unit sales of apparel decreased 1% while average selling price per unit contributed approximately 6 percentage points of apparel revenue growth. The increase in average selling price per unit was primarily attributable to an increase in revenues from our higher-priced DTC business, and to a lesser extent, price increases in response to inflationary conditions.

On a reported basis, EBIT decreased 14% primarily due to reported revenue declines, lower gross margin and higher selling and administrative expense, as well as the impact of weakening foreign currency exchange rates. Gross margin decreased 140 basis points due to unfavorable standard foreign currency exchange rates, higher inventory obsolescence and higher off-price mix, partially offset by higher average selling prices. Selling and administrative expense increased due to higher operating overhead costs, primarily to support DTC growth, as well as higher demand creation expense, in part as a result of support for the World Cup in early fiscal 2015 and higher sports marketing expense.

### Fiscal 2014 Compared to Fiscal 2013

Excluding changes in currency exchange rates, fiscal 2014 revenues for Emerging Markets increased 13% as a result of growth across nearly every territory. Our largest territory, Brazil, grew 19%, while our SOCO territory grew 25%. Mexico revenues decreased 3% largely as a result of shipping delays caused by issues with a distribution center transition in the first half of fiscal 2014. On a category basis, revenues were higher in nearly every category, led by Football (Soccer), Running and Sportswear.

Constant currency footwear revenue growth for fiscal 2014 was driven by growth in nearly every key category, led by Running, Sportswear, Football (Soccer) and Action Sports. Unit sales for fiscal 2014 increased 4% and average selling price per pair contributed approximately 6 percentage points of footwear revenue growth. The increase in average selling price per pair was primarily driven by price increases, in part reflecting inflationary conditions in certain Latin American territories, and to a lesser extent, shifts in mix to higher-priced products.

Constant currency apparel revenue increased driven by growth in every key category, most notably Football (Soccer) and Running. Unit sales increased 11% and average selling price per unit contributed approximately 10 percentage points of apparel revenue growth, primarily due to price increases, in part reflecting inflationary conditions in certain Latin American territories.

Fiscal 2014 reported EBIT decreased primarily due to a decline in gross margin, higher selling and administrative expense and weaker currencies in a number of developing markets. Gross margin decreased 30 basis points due primarily to unfavorable foreign currency exchange rates, higher product costs, higher warehousing costs related to distribution center transition challenges in Mexico and higher discounts, which more than offset higher average selling prices. Selling and administrative expense increased due to higher operating overhead costs to support the expansion of our DTC business and infrastructure investments to support growth, as well as increases in demand creation spending to support the World Cup and key product launches.

## Global Brand Divisions

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues	\$ 115	\$ 125	-8 %	-2 %	\$ 115	9%	6%
(Loss) Before Interest and Taxes	\$ (2,263)	\$ (1,993)	14 %		\$ (1,716)	16%	

Global Brand Divisions primarily represent demand creation, operating overhead and product creation and design expenses that are centrally managed for the NIKE Brand. Revenues for Global Brand Divisions are primarily attributable to NIKE Brand licensing businesses that are not part of a geographic operating segment.

### Fiscal 2015 Compared to Fiscal 2014

Global Brand Divisions' loss before interest and taxes increased \$270 million in fiscal 2015, primarily due to higher operating overhead reflecting continued investments in operational infrastructure, including digital capabilities, consumer engagement and supply chain initiatives, as well as higher performance-based compensation. Demand creation expense increased slightly due to support for the World Cup in the first quarter of fiscal 2015 and key brand and consumer events.

### Fiscal 2014 Compared to Fiscal 2013

For fiscal 2014, Global Brand Divisions' loss before interest and taxes increased \$277 million, primarily driven by an increase in centrally managed product costs, increased investments in our digital infrastructure, as well as higher demand creation spending in the fourth quarter of fiscal 2014 to support the World Cup and product creation and design initiatives.

## Converse

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	% Change Excluding Currency Changes	Fiscal 2013	% Change	% Change Excluding Currency Changes
Revenues	\$ 1,982	\$ 1,684	18%	21%	\$ 1,449	16%	15%
Earnings Before Interest and Taxes	\$ 517	\$ 496	4%		\$ 425	17%	

In territories we define as “direct distribution markets” Converse designs, markets and sells products directly to distributors, wholesale customers and to consumers through DTC operations. The largest direct distribution markets are the United States, the United Kingdom and China. Converse does not own the Converse trademarks in Japan. Territories other than direct distribution markets and Japan are serviced by third-party licensees who pay royalties to Converse for the use of its registered trademarks and other intellectual property rights.

### Fiscal 2015 Compared to Fiscal 2014

Excluding changes in currency exchange rates, revenues for Converse increased 21% for fiscal 2015. Comparable direct distribution markets (i.e., markets served under a direct distribution model for comparable periods in the current and prior fiscal years) grew 14%, contributing 12 percentage points of total revenue growth for fiscal 2015. Comparable direct distribution market unit sales increased 12% and average selling price per unit contributed approximately 2 percentage points of Converse comparable direct distribution market revenue growth. The United States market was the most significant contributor to the growth of comparable direct distribution markets due to volume increases with key wholesale customers and expansion of our DTC business. Conversion of markets from licensed to direct distribution contributed 8 percentage points of total Converse revenue growth for fiscal 2015, driven by conversion of several European markets, most significantly AGS (Austria, Germany and Switzerland). Revenues from comparable licensed markets increased 8% for fiscal 2015, contributing 1 percentage point of total Converse revenue growth.

EBIT for Converse increased 4% for fiscal 2015 as strong revenue growth was partially offset by lower gross margin and higher selling and administrative expense. Gross margin decreased 60 basis points primarily due to transitions of licensed markets to direct distribution markets. Selling and administrative expense increased for fiscal 2015, primarily due to higher operating overhead costs resulting from investments in infrastructure to support current and future growth, including market transitions, new systems and new headquarters, as well as higher intellectual property enforcement costs.

### Fiscal 2014 Compared to Fiscal 2013

Excluding changes in currency exchange rates, revenues for Converse increased 15% for fiscal 2014. Comparable direct distribution markets grew 13%, contributing 10 percentage points of total revenue growth for fiscal 2014, primarily due to strength in our United States, China and United Kingdom markets. Comparable direct distribution market unit sales increased 12% and average selling price per unit contributed approximately 1 percentage point of Converse comparable direct distribution market revenue growth. Conversion of markets from licensed to direct distribution contributed 4 percentage points of total Converse revenue growth for fiscal 2014. Revenues from comparable licensed markets increased 8% for fiscal 2014, contributing 1 percentage point of total Converse revenue growth.

On a reported basis, EBIT at Converse grew 17% for fiscal 2014 as higher revenues and gross margin were partially offset by higher selling and administrative expense. Gross margin increased 80 basis points, primarily due to growth in higher-margin territories and products within our direct distribution markets. Selling and administrative expense grew faster than revenue for fiscal 2014 due to higher operating overhead to support growth initiatives and DTC expansion, as well as higher demand creation spending.

## Corporate

<i>(Dollars in millions)</i>	Fiscal 2015	Fiscal 2014	% Change	Fiscal 2013	% Change
Revenues	\$ (82)	\$ 3	—	\$ (17)	—
(Loss) Before Interest and Taxes	\$ (1,101)	\$ (1,036)	6%	\$ (909)	14%

Corporate revenues primarily consist of foreign currency hedge gains and losses related to revenues generated by entities within the NIKE Brand geographic operating segments and Converse but managed through our central foreign exchange risk management program.

The Corporate loss before interest and taxes consists largely of unallocated general and administrative expenses, including expenses associated with centrally managed departments; depreciation and amortization related to our corporate headquarters; unallocated insurance, benefit and compensation programs, including stock-based compensation; and certain foreign currency gains and losses.

In addition to the foreign currency gains and losses recognized in Corporate revenues, foreign currency results in Corporate include gains and losses resulting from the difference between actual foreign currency rates and standard rates used to record non-functional currency denominated product purchases within the NIKE Brand geographic operating segments and Converse; related foreign currency hedge results; conversion gains and losses arising from re-measurement of monetary assets and liabilities in non-functional currencies; and certain other foreign currency derivative instruments.

## Fiscal 2015 Compared to Fiscal 2014

For fiscal 2015, Corporate's loss before interest and taxes increased \$65 million primarily due to the following:

- a \$211 million increase in corporate overhead expense related to corporate initiatives to support growth of the business as well as performance-based compensation;
- a \$144 million beneficial change from net foreign currency losses to net foreign currency gains, reported as a component of *Other (income) expense, net*; and
- an approximate \$2 million increase in foreign exchange losses related to the difference between actual foreign currency exchange rates and standard foreign currency exchange rates assigned to the NIKE Brand geographic operating segments and Converse, net of hedge gains; these losses are reported as a component of consolidated gross margin.

## Fiscal 2014 Compared to Fiscal 2013

For fiscal 2014, Corporate's loss before interest and taxes increased by \$127 million primarily due to the following:

- a \$101 million increase in corporate overhead expense related to corporate initiatives to support the growth of the business as well as performance-based compensation;
- a \$90 million increase in net foreign currency losses, reported as a component of *Other (income) expense, net*; and
- a \$ 56 million decrease in foreign exchange losses related to the difference between actual foreign currency exchange rates and standard foreign currency exchange rates assigned to the NIKE Brand geographic operating segments and Converse, net of hedge gains; these losses are reported as a component of consolidated gross margin.

## Foreign Currency Exposures and Hedging Practices

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### Overview

As a global company with significant operations outside the United States, in the normal course of business we are exposed to risk arising from changes in currency exchange rates. Our primary foreign currency exposures arise from the recording of transactions denominated in non-functional currencies and the translation of foreign currency denominated results of operations, financial position and cash flows into U.S. Dollars.

Our foreign exchange risk management program is intended to lessen both the positive and negative effects of currency fluctuations on our consolidated results of operations, financial position and cash flows. We manage global foreign exchange risk centrally on a portfolio basis to address those risks that are material to NIKE, Inc. We manage these exposures by taking advantage of natural offsets and currency correlations that exist within the portfolio and, where practical and material, by hedging a portion of the remaining exposures using derivative instruments such as forward contracts and options. As described below, the implementation of the NIKE Trading Company ("NTC") and our foreign currency adjustment program enhanced our ability to manage our foreign exchange risk by increasing the natural offsets and currency correlation benefits that exist within our portfolio of foreign exchange exposures. Our hedging policy is designed to partially or entirely offset the impact of exchange rate changes on the underlying net exposures being hedged. Where exposures are hedged, our program has the effect of delaying the impact of exchange rate movements on our Consolidated Financial Statements; the length of the delay is dependent upon hedge horizons. We do not hold or issue derivative instruments for trading or speculative purposes.

### Transactional Exposures

We conduct business in various currencies and have transactions which subject us to foreign currency risk. Our most significant transactional foreign currency exposures are:

- Product Costs — NIKE's product costs are exposed to fluctuations in foreign currencies in the following ways:
  1. Product purchases denominated in currencies other than the functional currency of the transacting entity:
    - a. Certain NIKE entities, including those supporting our North America, Greater China, Japan and European geographies, purchase product from the NTC, a wholly-owned sourcing hub that buys NIKE branded products from third-party factories, predominantly in U.S. Dollars. The NTC, whose functional currency is the U.S. Dollar, then sells the products to NIKE entities in their respective functional currencies. When the NTC sells to a NIKE entity with a different functional currency, the result is a foreign currency exposure for the NTC.
    - b. Other NIKE entities purchase product directly from third-party factories in U.S. Dollars. These purchases generate a foreign currency exposure for those NIKE entities with a functional currency other than the U.S. Dollar.

In both purchasing scenarios, a weaker U.S. Dollar decreases the inventory cost incurred by NIKE whereas a stronger U.S. Dollar increases its cost.

2. Factory input costs: NIKE operates a foreign currency adjustment program with certain factories. The program is designed to more effectively manage foreign currency risk by assuming certain of the factories' foreign currency exposures, some of which are natural offsets to our existing foreign currency exposures. Under this program, our payments to these factories are adjusted for rate fluctuations in the basket of currencies ("factory currency exposure index") in which the labor, materials and overhead costs incurred by the factories in the production of NIKE branded products ("factory input costs") are denominated.

For the currency within the factory currency exposure indices that is the local or functional currency of the factory, the currency rate fluctuation affecting the product cost is recorded within *Inventories* and is recognized in *Cost of sales* when the related product is sold to a third-party. All currencies within the indices, excluding the U.S. Dollar and the local or functional currency of the factory, are recognized as embedded derivative contracts and are recorded at fair value through *Other (income) expense, net*. Refer to Note 17 — Risk Management and Derivatives in the accompanying Notes to the Consolidated Financial Statements for additional detail.

As an offset to the impacts of the fluctuating U.S. Dollar on our non-functional currency denominated product purchases described above, a strengthening U.S. Dollar against the foreign currencies within the factory currency exposure indices decreases NIKE's U.S. Dollar inventory cost. Conversely, a weakening U.S. Dollar against the indexed foreign currencies increases our inventory cost.

- Non-Functional Currency Denominated External Sales — A portion of our Western Europe and Central & Eastern Europe geography revenues, as well as a portion of our Converse European operations revenues, are earned in currencies other than the Euro (e.g. the British Pound) but are recognized at a subsidiary that uses the Euro as its functional currency. These sales generate a foreign currency exposure.
- Other Costs — Non-functional currency denominated costs, such as endorsement contracts, also generate foreign currency risk, though to a lesser extent. In certain cases, the Company has also entered into other contractual agreements which have payments that are indexed to foreign currencies and create embedded derivative contracts that are recorded at fair value through *Other (income) expense, net*. Refer to Note 17 — Risk Management and Derivatives in the accompanying Notes to the Consolidated Financial Statements for additional detail.
- Non-Functional Currency Denominated Monetary Assets and Liabilities — Our global subsidiaries have various assets and liabilities, primarily receivables and payables, including intercompany receivables and payables, denominated in currencies other than their functional currencies. These balance sheet items are subject to re-measurement which may create fluctuations in *Other (income) expense, net* within our consolidated results of operations.

## Managing Transactional Exposures

Transactional exposures are managed on a portfolio basis within our foreign currency risk management program. We manage these exposures by taking advantage of natural offsets and currency correlations that exist within the portfolio and may also elect to use currency forward and option contracts to hedge a portion of the remaining effect of exchange rate fluctuations on probable forecasted future cash flows, including certain product cost purchase exposures, non-functional currency denominated external sales and other costs described above. Generally, these are accounted for as cash flow hedges in accordance with the accounting standards for derivatives and hedging, except for hedges of the embedded derivatives component of the product cost exposures as discussed below.

Certain currency forward contracts used to manage the foreign exchange exposure of non-functional currency denominated monetary assets and liabilities subject to re-measurement and the embedded derivative contracts discussed above are not formally designated as hedging instruments under the accounting standards for derivatives and hedging. Accordingly, changes in fair value of these instruments are immediately recognized in *Other (income) expense, net* and are intended to offset the foreign currency impact of the re-measurement of the related non-functional currency denominated asset or liability or the embedded derivative contract being hedged.

Refer to Note 6 — Fair Value Measurements and Note 17 — Risk Management and Derivatives in the accompanying Notes to the Consolidated Financial Statements for additional description of how the above financial instruments are valued and recorded as well as the fair value of outstanding derivatives at each reported period end.

## Translational Exposures

Many of our foreign subsidiaries operate in functional currencies other than the U.S. Dollar. Fluctuations in currency exchange rates create volatility in our reported results as we are required to translate the balance sheets, operational results and cash flows of these subsidiaries into U.S. Dollars for consolidated reporting. The translation of foreign subsidiaries' non-U.S. Dollar denominated balance sheets into U.S. Dollars for consolidated reporting results in a cumulative translation adjustment to *Other comprehensive income* within the Consolidated Statements of Shareholders' Equity. In the translation of our Consolidated Statements of Income, a weaker U.S. Dollar in relation to foreign functional currencies benefits our consolidated earnings whereas a stronger U.S. Dollar reduces our consolidated earnings. The impact of foreign exchange rate fluctuations on the translation of our consolidated *Revenues* was a detriment of approximately \$1,171 million and \$288 million for the years ended May 31, 2015 and 2014, respectively. The impact of foreign exchange rate fluctuations on the translation of our *Income before income taxes* was a detriment of approximately \$221 million and \$49 million for the years ended May 31, 2015 and 2014, respectively.

## Managing Translational Exposures

To minimize the impact of translating foreign currency denominated revenues and expenses into U.S. Dollars for consolidated reporting, certain foreign subsidiaries use excess cash to purchase U.S. Dollar denominated available-for-sale investments. The variable future cash flows associated with the purchase and subsequent sale of these U.S. Dollar denominated securities at non-U.S. Dollar functional currency subsidiaries creates a foreign currency exposure that qualifies for hedge accounting under the accounting standards for derivatives and hedging. We utilize forward contracts and/or options to mitigate the variability of the forecasted future purchases and sales of these U.S. Dollar investments. The combination of the purchase and sale of the U.S. Dollar investment and the hedging instrument has the effect of partially offsetting the year-over-year foreign currency translation impact on net earnings in the period the investments are sold. Hedges of available-for-sale investments are accounted for as cash flow hedges.

Refer to Note 6 — Fair Value Measurements and Note 17 — Risk Management and Derivatives in the accompanying Notes to the Consolidated Financial Statements for additional description of how the above financial instruments are valued and recorded as well as the fair value of outstanding derivatives at each reported period end.

We estimate the combination of translation of foreign currency-denominated profits from our international businesses and the year-over-year change in foreign currency related gains and losses included in *Other (income) expense, net* had an unfavorable impact of approximately \$73 million and \$139 million on our *Income before income taxes* for the years ended May 31, 2015 and 2014, respectively.

## Net Investments in Foreign Subsidiaries

We are also exposed to the impact of foreign exchange fluctuations on our investments in wholly-owned foreign subsidiaries denominated in a currency other than the U.S. Dollar, which could adversely impact the U.S. Dollar value of these investments and therefore the value of future repatriated earnings. We have, in the past, hedged and may, in the future, hedge net investment positions in certain foreign subsidiaries to mitigate the effects of foreign exchange fluctuations on these net investments. These hedges are accounted for in accordance with the accounting standards for net investment hedges. There were no outstanding net investment hedges as of May 31, 2015 and 2014. There were no cash flows from net investment hedge settlements for the years ended May 31, 2015 and 2014.

## Liquidity and Capital Resources

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### Cash Flow Activity

*Cash provided by operations* was \$4,680 million for fiscal 2015 compared to \$3,013 million for fiscal 2014. Our primary source of operating cash flow for fiscal 2015 was *Net income* of \$3,273 million. Our fiscal 2015 change in working capital was a net cash inflow of \$256 million as compared to a net cash outflow of \$488 million for fiscal 2014. Our investments in working capital decreased due to increases in *Accrued liabilities*, primarily resulting from the receipt of \$968 million of cash collateral from counterparties as a result of hedging activity. These amounts were partially offset by higher inventory levels resulting from business growth and West Coast port delays in North America, as well as lower *Income taxes payable* as a result of tax payments made in fiscal 2015 following the U.S. Unilateral Advance Pricing Agreement reached with the IRS in fiscal 2014.

*Cash used by investing activities* was \$175 million for fiscal 2015, compared to a \$1,207 million use of cash for fiscal 2014. The primary driver of the decrease in *Cash used by investing activities* was the net change in short-term investments (including sales, maturities and purchases) from net purchases to net sales/maturities. In fiscal 2015, there were \$935 million of net sales/maturities compared to \$328 million of net purchases of short-term investments in the same period of fiscal 2014. *Additions to property, plant and equipment* were \$963 million in fiscal 2015 as compared to \$880 million in fiscal 2014. The increase in *Additions to property, plant and equipment* resulted from continued investments in infrastructure to support current and future growth, primarily relating to expansion of our DTC operations as well as supply chain and corporate initiatives.

In fiscal 2016, we plan to continue investing in our infrastructure to support future growth, as well as expand our digital capabilities. We anticipate investing approximately 4% of revenue, a portion of which will be used for the continued expansion of our corporate facilities, new DTC stores and digital capabilities.

*Cash used by financing activities* was \$2,790 million for fiscal 2015 compared to \$2,914 million for fiscal 2014, a decrease of \$124 million, as increased dividends were more than offset by an increase in proceeds from the exercise of stock options and the excess tax benefits from share-based payment arrangements.

In fiscal 2015, we purchased 29.0 million shares of NIKE's Class B Common Stock for \$2,534 million, an average price of \$ 87.37. During fiscal 2013, we completed the four-year, \$5 billion share repurchase program approved by our Board of Directors in September 2008. Under that program, we purchased a total of 118.8 million shares at an average price of \$42.08. Subsequently, we began repurchases under a four-year, \$8 billion program approved by the Board in September 2012. As of the end of fiscal 2015, we had repurchased 80.9 million shares at an average price of \$73.55 for a total cost of \$5,950 million under this current program. We continue to expect funding of share repurchases will come from operating cash flow, excess cash and/or debt. The timing and the amount of shares purchased will be dictated by our capital needs and stock market conditions.

### Capital Resources

On April 23, 2013, we filed a shelf registration statement (the "Shelf") with the SEC which permits us to issue an unlimited amount of debt securities. The Shelf expires on April 23, 2016. On April 23, 2013, we issued \$1.0 billion of senior notes with tranches maturing in 2023 and 2043. The 2023 senior notes were issued in an initial aggregate principal amount of \$500 million at a 2.25% fixed, annual interest rate and will mature on May 1, 2023. The 2043 senior notes were issued in an initial aggregate principal amount of \$500 million at a 3.625% fixed, annual interest rate and will mature on May 1, 2043. Interest on the senior notes is payable semi-annually on May 1 and November 1 of each year. The issuance resulted in gross proceeds before expenses of \$998 million.

On November 1, 2011, we entered into a committed credit facility agreement with a syndicate of banks which provides for up to \$1 billion of borrowings with the option to increase borrowings to \$1.5 billion with lender approval. The facility matures November 1, 2017. As of and for the periods ended May 31, 2015 and 2014, we had no amounts outstanding under our committed credit facility.

We currently have long-term debt ratings of AA- and A1 from Standard and Poor's Corporation and Moody's Investor Services, respectively. If our long-term debt ratings were to decline, the facility fee and interest rate under our committed credit facility would increase. Conversely, if our long-term debt rating were to improve, the facility fee and interest rate would decrease. Changes in our long-term debt rating would not trigger acceleration of maturity of any then-outstanding borrowings or any future borrowings under the committed credit facility. Under this committed revolving credit facility, we have agreed to various covenants. These covenants include limits on our disposal of fixed assets, the amount of debt secured by liens we may incur, as well as a minimum capitalization ratio. In the event we were to have any borrowings outstanding under this facility and failed to meet any covenant, and were unable to obtain a waiver from a majority of the banks in the syndicate, any borrowings would become immediately due and payable. As of May 31, 2015, we were in full compliance with each of these covenants and believe it is unlikely we will fail to meet any of these covenants in the foreseeable future.

Liquidity is also provided by our \$1 billion commercial paper program. During the year ended May 31, 2015, we did not issue commercial paper, and as of May 31, 2015, there were no outstanding borrowings under this program. We may issue commercial paper or other debt securities during fiscal 2016 depending on general corporate needs. We currently have short-term debt ratings of A1+ and P1 from Standard and Poor's Corporation and Moody's Investor Services, respectively.

As of May 31, 2015, we had cash, cash equivalents and short-term investments totaling \$5.9 billion, of which \$4.2 billion was held by our foreign subsidiaries. Included in *Cash and equivalents* as of May 31, 2015 was \$968 million of cash collateral received from counterparties as a result of hedging activity. *Cash equivalents* and *Short-term investments* consist primarily of deposits held at major banks, money market funds, commercial paper, corporate notes, U.S. Treasury obligations, U.S. government sponsored enterprise obligations and other investment grade fixed income securities. Our fixed income investments are exposed to both credit and interest rate risk. All of our investments are investment grade to minimize our credit risk. While individual securities have varying durations, as of May 31, 2015 the weighted average remaining duration of our short-term investments and cash equivalents portfolio was 79 days.

To date we have not experienced difficulty accessing the credit markets or incurred higher interest costs. Future volatility in the capital markets, however, may increase costs associated with issuing commercial paper or other debt instruments or affect our ability to access those markets. We believe that existing cash, cash equivalents, short-term investments and cash generated by operations, together with access to external sources of funds as described above, will be sufficient to meet our domestic and foreign capital needs in the foreseeable future.

We utilize a variety of tax planning and financing strategies to manage our worldwide cash and deploy funds to locations where they are needed. We routinely repatriate a portion of our foreign earnings for which U.S. taxes have previously been provided. We also indefinitely reinvest a significant portion of our foreign earnings, and our current plans do not demonstrate a need to repatriate these earnings. Should we require additional capital in the United States, we may elect to repatriate indefinitely reinvested foreign funds or raise capital in the United States through debt. If we were to repatriate indefinitely reinvested foreign funds, we would be required to accrue and pay additional U.S. taxes less applicable foreign tax credits. If we elect to raise capital in the United States through debt, we would incur additional interest expense.

## Off-Balance Sheet Arrangements

In connection with various contracts and agreements, we routinely provide indemnification relating to the enforceability of intellectual property rights, coverage for legal issues that arise and other items where we are acting as the guarantor. Currently, we have several such agreements in place. However, based on our historical experience and the estimated probability of future loss, we have determined that the fair value of such indemnification is not material to our financial position or results of operations.

## Contractual Obligations

Our significant long-term contractual obligations as of May 31, 2015 and significant endorsement contracts, including related marketing commitments, entered into through the date of this report are as follows:

Description of Commitment (In millions)	Cash Payments Due During the Year Ending May 31,						
	2016	2017	2018	2019	2020	Thereafter	Total
Operating Leases	\$ 447	\$ 423	\$ 371	\$ 311	\$ 268	\$ 1,154	\$ 2,974
Capital Leases	2	2	1	—	—	—	5
Long-term Debt <sup>(1)</sup>	142	77	55	36	36	1,451	1,797
Endorsement Contracts <sup>(2)</sup>	1,009	919	882	706	533	2,143	6,192
Product Purchase Obligations <sup>(3)</sup>	3,735	—	—	—	—	—	3,735
Other <sup>(4)</sup>	343	152	75	72	36	92	770
<b>TOTAL</b>	<b>\$ 5,678</b>	<b>\$ 1,573</b>	<b>\$ 1,384</b>	<b>\$ 1,125</b>	<b>\$ 873</b>	<b>\$ 4,840</b>	<b>\$ 15,473</b>

(1) The cash payments due for long-term debt include estimated interest payments. Estimates of interest payments are based on outstanding principal amounts, applicable fixed interest rates or currently effective interest rates as of May 31, 2015 (if variable), timing of scheduled payments and the term of the debt obligations.

(2) The amounts listed for endorsement contracts represent approximate amounts of base compensation and minimum guaranteed royalty fees we are obligated to pay athlete, sport team and league endorsers of our products. Actual payments under some contracts may be higher than the amounts listed as these contracts provide for bonuses to be paid to the endorsers based upon athletic achievements and/or royalties on product sales in future periods. Actual payments under some contracts may also be lower as these contracts include provisions for reduced payments if athletic performance declines in future periods.

In addition to the cash payments, we are obligated to furnish our endorsers with NIKE product for their use. It is not possible to determine how much we will spend on this product on an annual basis as the contracts generally do not stipulate a specific amount of cash to be spent on the product. The amount of product provided to the endorsers will depend on many factors, including general playing conditions, the number of sporting events in which they participate and our own decisions regarding product and marketing initiatives. In addition, the costs to design, develop, source and purchase the products furnished to the endorsers are incurred over a period of time and are not necessarily tracked separately from similar costs incurred for products sold to customers.

(3) We generally order product at least four to five months in advance of sale based primarily on futures orders received from customers. The amounts listed for product purchase obligations represent agreements (including open purchase orders) to purchase products in the ordinary course of business that are enforceable and legally binding and that specify all significant terms. In some cases, prices are subject to change throughout the production process. The reported amounts exclude product purchase liabilities included in Accounts payable on the Consolidated Balance Sheet as of May 31, 2015.

(4) Other amounts primarily include service and marketing commitments, including marketing commitments associated with endorsement contracts, made in the ordinary course of business. The amounts represent the minimum payments required by legally binding contracts and agreements that specify all significant terms, including open purchase orders for non-product purchases. The reported amounts exclude those liabilities included in Accounts payable or Accrued liabilities on the Consolidated Balance Sheet as of May 31, 2015.



The total liability for uncertain tax positions was \$438 million, excluding related interest and penalties, at May 31, 2015. We are not able to reasonably estimate when or if cash payments of the long-term liability for uncertain tax positions will occur.

We also have the following outstanding short-term debt obligations as of May 31, 2015. Refer to Note 7 — Short-Term Borrowings and Credit Lines in the accompanying Notes to the Consolidated Financial Statements for further description and interest rates related to the short-term debt obligations listed below.

<i>(In millions)</i>	<b>Outstanding as of May 31, 2015</b>
Notes payable, due at mutually agreed-upon dates within one year of issuance or on demand	\$ 74
Payable to Sojitz America for the purchase of inventories, generally due 60 days after shipment of goods from a foreign port	78

As of May 31, 2015, the Company had letters of credit outstanding totaling \$165 million. These letters of credit were issued primarily for the purchase of inventory and as guarantees of the Company's performance under certain self-insurance and other programs.

## Recently Adopted Accounting Standards

In July 2013, the Financial Accounting Standards Board ("FASB") issued an accounting standards update intended to provide guidance on the presentation of unrecognized tax benefits, reflecting the manner in which an entity would settle, at the reporting date, any additional income taxes that would result from the disallowance of a tax position when net operating loss carryforwards, similar tax losses or tax credit carryforwards exist. This accounting standard was effective for us beginning June 1, 2014 and early adoption was permitted. We early adopted this guidance and the adoption did not have a material impact on our consolidated financial position or results of operations.

In July 2012, the FASB issued an accounting standards update intended to simplify how an entity tests indefinite-lived intangible assets other than goodwill for impairment by providing entities with an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This accounting standard update was effective for us beginning June 1, 2013. The adoption of this standard did not have a material impact on our consolidated financial position or results of operations.

In December 2011, the FASB issued guidance enhancing disclosure requirements surrounding the nature of an entity's right to offset and related arrangements associated with its financial instruments and derivative instruments. This new guidance requires companies to disclose both gross and net information about instruments and transactions eligible for offset in the statement of financial position and instruments and transactions subject to master netting arrangements. This new guidance was effective for us beginning June 1, 2013. As this guidance only requires expanded disclosures, the adoption had no impact on our consolidated financial position or results of operations.

## Recently Issued Accounting Standards

In May 2014, the FASB issued an accounting standards update that replaces existing revenue recognition guidance. The updated guidance requires companies to recognize revenue in a way that depicts 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. In addition, the new standard requires that reporting companies disclose the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. Based on the FASB's decision in July 2015 to defer the effective date and to allow more flexibility with implementation, we anticipate the new standard will be effective for us beginning June 1, 2018. The new standard is required to be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. We have not yet selected a transition method and are currently evaluating the effect the guidance will have on our consolidated financial position or results of operations.

## Critical Accounting Policies

Our previous discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities.

We believe that the estimates, assumptions and judgments involved in the accounting policies described below have the greatest potential impact on our financial statements, so we consider these to be our critical accounting policies. Because of the uncertainty inherent in these matters, actual results could differ from the estimates we use in applying the critical accounting policies. Certain of these critical accounting policies affect working capital account balances, including the policies for revenue recognition, the allowance for uncollectible accounts receivable, inventory reserves and contingent payments under endorsement contracts. These policies require that we make estimates in the preparation of our financial statements as of a given date. However, since our business cycle is relatively short, actual results related to these estimates are generally known within the six-month period following the financial statement date. Thus, these policies generally affect only the timing of reported amounts across two to three fiscal quarters.

Within the context of these critical accounting policies, we are not currently aware of any reasonably likely events or circumstances that would result in materially different amounts being reported.

## Revenue Recognition

We record wholesale revenues when title passes and the risks and rewards of ownership have passed to the customer, based on the terms of sale. Title passes generally upon shipment or upon receipt by the customer depending on the country of the sale and the agreement with the customer. Retail store revenues are recorded at the time of sale and online store revenues are recorded upon delivery to the customer.



In some instances, we ship product directly from our supplier to the customer and recognize revenue when the product is delivered to and accepted by the customer. Our revenues may fluctuate in cases when our customers delay accepting shipment of product for periods of up to several weeks.

In certain countries outside of the United States, precise information regarding the date of receipt by the customer is not readily available. In these cases, we estimate the date of receipt by the customer based upon historical delivery times by geographic location. On the basis of our tests of actual transactions, we have no indication that these estimates have been materially inaccurate historically.

As part of our revenue recognition policy, we record estimated sales returns, discounts and miscellaneous claims from customers as reductions to revenues at the time revenues are recorded. Our post invoice sales discounts consist of contractual programs with certain customers or discretionary discounts that are expected to be granted to certain customers at a later date. We base our estimates on historical rates of product returns, discounts and claims, specific identification of outstanding claims and outstanding returns not yet received from customers and estimated returns, discounts and claims expected but not yet finalized with our customers. Actual returns, discounts and claims in any future period are inherently uncertain and thus may differ from our estimates. If actual or expected future returns, discounts and claims were significantly greater or lower than the reserves we had established, we would record a reduction or increase to net revenues in the period in which we made such determination.

## Allowance for Uncollectible Accounts Receivable

We make ongoing estimates relating to the ability to collect our accounts receivable and maintain an allowance for estimated losses resulting from the inability of our customers to make required payments. In determining the amount of the allowance, we consider our historical level of credit losses and make judgments about the creditworthiness of significant customers based on ongoing credit evaluations. Since we cannot predict future changes in the financial stability of our customers, actual future losses from uncollectible accounts may differ from our estimates. If the financial condition of our customers were to deteriorate, resulting in their inability to make payments, a larger allowance might be required. In the event we determine that a smaller or larger allowance is appropriate, we would record a credit or a charge to *Operating overhead expense* in the period in which such a determination is made.

## Inventory Reserves

We also make ongoing estimates relating to the net realizable value of inventories based upon our assumptions about future demand and market conditions. If we estimate that the net realizable value of our inventory is less than the cost of the inventory recorded on our books, we record a reserve equal to the difference between the cost of the inventory and the estimated net realizable value. This reserve is recorded as a charge to *Cost of sales*. If changes in market conditions result in reductions in the estimated net realizable value of our inventory below our previous estimate, we would increase our reserve in the period in which we made such a determination and record a charge to *Cost of sales*.

## Contingent Payments under Endorsement Contracts

A significant portion of our *Demand creation expense* relates to payments under endorsement contracts. In general, endorsement payments are expensed uniformly over the term of the contract. However, certain contract elements may be accounted for differently, based upon the facts and circumstances of each individual contract.

Certain contracts provide for contingent payments to endorsers based upon specific achievements in their sports (e.g., winning a championship). We record demand creation expense for these amounts when the endorser achieves the specific goal.

Certain contracts provide for variable payments based upon endorsers maintaining a level of performance in their sport over an extended period of time (e.g., maintaining a specified ranking in a sport for a year). When we determine payments are probable, the amounts are recorded in *Demand creation expense* ratably over the contract period based on our best estimate of the endorser's performance. In these instances, to the extent that actual payments to the endorser differ from our estimate due to changes in the endorser's performance, increased or decreased *Demand creation expense* may be recorded in a future period.

Certain contracts provide for royalty payments to endorsers based upon a predetermined percent of sales of particular products. We expense these payments in *Cost of sales* as the related sales occur. In certain contracts, we offer minimum guaranteed royalty payments. For contracts for which we estimate we will not meet the minimum guaranteed amount of royalty fees through sales of product, we record the amount of the guaranteed payment in excess of that earned through sales of product in *Demand creation expense* uniformly over the guarantee period.

## Property, Plant and Equipment and Definite-Lived Assets

Property, plant and equipment, including buildings, equipment and computer hardware and software are recorded at cost (including, in some cases, the cost of internal labor) and are depreciated over the estimated useful life. Changes in circumstances (such as technological advances or changes to our business operations) can result in differences between the actual and estimated useful lives. In those cases where we determine that the useful life of a long-lived asset should be shortened, we increase depreciation expense over the remaining useful life to depreciate the asset's net book value to its salvage value.

We review the carrying value of long-lived assets or asset groups to be used in operations whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Factors that would necessitate an impairment assessment include a significant adverse change in the extent or manner in which an asset is used, a significant adverse change in legal factors or the business climate that could affect the value of the asset or a significant decline in the observable market value of an asset, among others. If such facts indicate a potential impairment, we would assess the recoverability of an asset group by determining if the carrying value of the asset group exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the primary asset in the asset group. If the recoverability test indicates that the carrying value of the asset group is not recoverable, we will estimate the fair value of the asset group using appropriate valuation methodologies that would typically include an estimate of discounted cash flows. Any impairment would be measured as the difference between the asset group's carrying amount and its estimated fair value.

## Goodwill and Indefinite-Lived Intangible Assets

We perform annual impairment tests on goodwill and intangible assets with indefinite lives in the fourth quarter of each fiscal year, or when events occur or circumstances change that would, more likely than not, reduce the fair value of a reporting unit or an intangible asset with an indefinite life below its carrying value. Events or changes in circumstances that may trigger interim impairment reviews include significant changes in business climate, operating results, planned investments in the reporting unit, planned divestitures or an expectation that the carrying amount may not be recoverable, among other factors. We may first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events and circumstances, we determine that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the two-step impairment test is unnecessary. The two-step impairment test requires us to estimate the fair value of our reporting units. If the carrying value of a reporting unit exceeds its fair value, the goodwill of that reporting unit is potentially impaired and we proceed to step two of the impairment analysis. In step two of the analysis, we measure and record an impairment loss equal to the excess of the carrying value of the reporting unit's goodwill over its implied fair value, if any.

We generally base our measurement of the fair value of a reporting unit on a blended analysis of the present value of future discounted cash flows and the market valuation approach. The discounted cash flows model indicates the fair value of the reporting unit based on the present value of the cash flows that we expect the reporting unit to generate in the future. Our significant estimates in the discounted cash flows model include: our weighted average cost of capital; long-term rate of growth and profitability of the reporting unit's business; and working capital effects. The market valuation approach indicates the fair value of the business based on a comparison of the reporting unit to comparable publicly traded companies in similar lines of business. Significant estimates in the market valuation approach model include identifying similar companies with comparable business factors such as size, growth, profitability, risk and return on investment, and assessing comparable revenue and operating income multiples in estimating the fair value of the reporting unit.

Indefinite-lived intangible assets primarily consist of acquired trade names and trademarks. We may first perform a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. If, after assessing the totality of events and circumstances, we determine that it is more likely than not that the indefinite-lived intangible asset is not impaired, no quantitative fair value measurement is necessary. If a quantitative fair value measurement calculation is required for these intangible assets, we utilize the relief-from-royalty method. This method assumes that trade names and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate the future revenue for the related brands, the appropriate royalty rate and the weighted average cost of capital.

## Fair Value Measurements

For financial assets and liabilities measured at fair value on a recurring basis, fair value is the price we would receive to sell an asset or pay to transfer a liability in an orderly transaction with a market participant at the measurement date. In general, and where applicable, we use quoted prices in active markets for identical assets or liabilities to determine the fair values of our financial instruments. This pricing methodology applies to our Level 1 investments, including U.S. Treasury securities.

In the absence of active markets for identical assets or liabilities, such measurements involve developing assumptions based on market observable data, including quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active. This pricing methodology applies to our Level 2 investments such as time deposits, commercial paper and bonds, U.S. Agency securities and money market funds.

Level 3 investments are valued using internally developed models with unobservable inputs. Assets and liabilities measured using unobservable inputs are an immaterial portion of our portfolio.

A majority of our available-for-sale securities are priced by pricing vendors and are generally Level 1 or Level 2 investments as these vendors either provide a quoted market price in an active market or use observable inputs without applying significant adjustments in their pricing. Observable inputs include broker quotes, interest rates and yield curves observable at commonly quoted intervals, volatilities and credit risks. Our fair value processes include controls that are designed to ensure appropriate fair values are recorded. These controls include a comparison to another independent pricing vendor.

## Hedge Accounting for Derivatives

We use derivative contracts to hedge certain anticipated foreign currency and interest rate transactions as well as certain non-functional currency monetary assets and liabilities. When the specific criteria to qualify for hedge accounting has been met, changes in the fair value of contracts hedging probable forecasted future cash flows are recorded in *Other comprehensive income*, rather than *Net income*, until the underlying hedged transaction affects *Net income*. In most cases, this results in gains and losses on hedge derivatives being released from *Other comprehensive income* into *Net income* sometime after the maturity of the derivative. One of the criteria for this accounting treatment is that the notional value of these derivative contracts should not be in excess of specifically identified anticipated transactions. By their very nature, our estimates of anticipated transactions may fluctuate over time and may ultimately vary from actual transactions. When anticipated transaction estimates or actual transaction amounts decline below hedged levels, or if it is no longer probable that a forecasted transaction will occur by the end of the originally specified time period or within an additional two-month period of time thereafter, we are required to reclassify the cumulative change in fair value of the over-hedged portion of the related hedge contract from *Other comprehensive income* to *Other (income) expense, net* during the quarter in which the decrease occurs.

We have, in the past, used and may, in the future use, forward contracts or options to hedge our investment in the net assets of certain international subsidiaries to offset foreign currency translation related to our net investment in those subsidiaries. The change in fair value of the forward contracts or options hedging our net investments is reported in the cumulative translation adjustment component of *Accumulated other comprehensive income* within *Total shareholders' equity*, to the extent effective, to offset the foreign currency translation adjustments on those investments. As the value of our underlying net investments in wholly-owned international subsidiaries is known at the time a hedge is placed, the designated hedge is matched to the portion of our net investment at risk. Accordingly, the variability involved in net investment hedges is substantially less than that of other types of hedge transactions and we do not expect any material ineffectiveness. We consider, on a quarterly basis, the need to redesignate existing hedge relationships based on changes in the underlying net investment. Should the level of our net investment decrease below hedged levels, the cumulative change in fair value of the over-hedged portion of the related hedge contract would be reported as *Other (income) expense, net* during the period in which changes occur.

## Stock-based Compensation

We account for stock-based compensation by estimating the fair value of stock-based compensation on the date of grant using the Black-Scholes option pricing model. The Black-Scholes option pricing model requires the input of highly subjective assumptions including volatility. Expected volatility is estimated based on implied volatility in market traded options on our common stock with a term greater than one year, along with other factors. Our decision to use implied volatility was based on the availability of actively traded options on our common stock and our assessment that implied volatility is more representative of future stock price trends than historical volatility. If factors change and we use different assumptions for estimating stock-based compensation expense in future periods, stock-based compensation expense may differ materially in the future from that recorded in the current period.

## Income Taxes

We record valuation allowances against our deferred tax assets, when necessary. Realization of deferred tax assets (such as net operating loss carry-forwards) is dependent on future taxable earnings and is therefore uncertain. At least quarterly, we assess the likelihood that our deferred tax asset balance will be recovered from future taxable income. To the extent we believe that recovery is not likely, we establish a valuation allowance against our net deferred tax asset, which increases our *Income tax expense* in the period when such determination is made.

In addition, we have not recorded U.S. income tax expense for foreign earnings that we have determined to be indefinitely reinvested outside the United States, thus reducing our overall *Income tax expense*. The amount of earnings designated as indefinitely reinvested offshore is based upon the actual deployment of such earnings in our offshore assets and our expectations of the future cash needs of our U.S. and foreign entities. Income tax considerations are also a factor in determining the amount of foreign earnings to be indefinitely reinvested offshore.

We carefully review all factors that drive the ultimate disposition of foreign earnings determined to be reinvested offshore and apply stringent standards to overcome the presumption of repatriation. Despite this approach, because the determination involves our future plans and expectations of future events, the possibility exists that amounts declared as indefinitely reinvested offshore may ultimately be repatriated. For instance, the actual cash needs of our U.S. entities may exceed our current expectations, or the actual cash needs of our foreign entities may be less than our current expectations. This would result in additional *Income tax expense* in the year we determined that amounts were no longer indefinitely reinvested offshore. Conversely, our approach may also result in a determination that accumulated foreign earnings (for which U.S. income taxes have been provided) will be indefinitely reinvested offshore. In this case, our *Income tax expense* would be reduced in the year of such determination.

On an interim basis, we estimate what our effective tax rate will be for the full fiscal year. This estimated annual effective tax rate is then applied to the year-to-date *Income before income taxes* excluding infrequently occurring or unusual items, to determine the year-to-date *Income tax expense*. The income tax effects of infrequent or unusual items are recognized in the interim period in which they occur. As the fiscal year progresses, we continually refine our estimate based upon actual events and earnings by jurisdiction during the year. This continual estimation process periodically results in a change to our expected effective tax rate for the fiscal year. When this occurs, we adjust the income tax provision during the quarter in which the change in estimate occurs.

On a quarterly basis, we evaluate the probability that a tax position will be effectively sustained and the appropriateness of the amount recognized for uncertain tax positions based on factors including changes in facts or circumstances, changes in tax law, settled audit issues and new audit activity. Changes in our assessment may result in the recognition of a tax benefit or an additional charge to the tax provision in the period our assessment changes. We recognize interest and penalties related to income tax matters in *Income tax expense*.

## Other Contingencies

In the ordinary course of business, we are involved in legal proceedings regarding contractual and employment relationships, product liability claims, trademark rights and a variety of other matters. We record contingent liabilities resulting from claims against us, including related legal costs, when a loss is assessed to be probable and the amount of the loss is reasonably estimable. Assessing probability of loss and estimating probable losses requires analysis of multiple factors, including in some cases judgments about the potential actions of third-party claimants and courts. Recorded contingent liabilities are based on the best information available and actual losses in any future period are inherently uncertain. If future adjustments to estimated probable future losses or actual losses exceed our recorded liability for such claims, we would record additional charges during the period in which the actual loss or change in estimate occurred. In addition to contingent liabilities recorded for probable losses, we disclose contingent liabilities when there is a reasonable possibility that the ultimate loss will materially exceed the recorded liability. While we cannot predict the outcome of pending legal matters with certainty, we do not believe any currently identified claim, proceeding, or litigation, either individually or in aggregate, will have a material impact on our results of operations, financial position or cash flows.

# ITEM 7A. Quantitative and Qualitative Disclosures about Market Risk

In the normal course of business and consistent with established policies and procedures, we employ a variety of financial instruments to manage exposure to fluctuations in the value of foreign currencies and interest rates. It is our policy to utilize these financial instruments only where necessary to finance our business and manage such exposures; we do not enter into these transactions for trading or speculative purposes.

We are exposed to foreign currency fluctuations, primarily as a result of our international sales, product sourcing and funding activities. Our foreign exchange risk management program is intended to lessen both the positive and negative effects of currency fluctuations on our consolidated results of operations, financial position and cash flows. We use forward and options contracts to hedge certain anticipated but not yet firmly committed transactions as well as certain firm commitments and the related receivables and payables, including third-party and intercompany transactions. We have, in the past, and may, in the future, also use forward or options contracts to hedge our investment in the net assets of certain international subsidiaries to offset foreign currency translation adjustments related to our net investment in those subsidiaries. Where exposures are hedged, our program has the effect of delaying the impact of exchange rate movements on our Consolidated Financial Statements.

The timing for hedging exposures, as well as the type and duration of the hedge instruments employed, are guided by our hedging policies and determined based upon the nature of the exposure and prevailing market conditions. Typically, the Company may enter into hedge contracts starting up to 12 to 24 months in advance of the forecasted transaction and may place incremental hedges up to 100% of the exposure by the time the forecasted transaction occurs. The majority of derivatives outstanding as of May 31, 2015 are designated as foreign currency cash flow hedges, primarily for Euro/U.S. Dollar, British Pound/Euro and Japanese Yen/U.S. Dollar currency pairs. See section "Foreign Currency Exposures and Hedging Practices" under Item 7 for additional detail.

Our earnings are also exposed to movements in short- and long-term market interest rates. Our objective in managing this interest rate exposure is to limit the impact of interest rate changes on earnings and cash flows and to reduce overall borrowing costs. To achieve these objectives, we maintain a mix of commercial paper, bank loans, fixed-rate debt of varying maturities and have entered into receive-fixed, pay-variable interest rate swaps for a portion of our fixed-rate debt as well as pay-fixed, receive-variable forward-starting interest rate swaps for cash outflows of interest payments on future debt.

## Market Risk Measurement

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We monitor foreign exchange risk, interest rate risk and related derivatives using a variety of techniques including a review of market value, sensitivity analysis and Value-at-Risk ("VaR"). Our market-sensitive derivative and other financial instruments are foreign currency forward contracts, foreign currency option contracts, interest rate swaps, intercompany loans denominated in non-functional currencies, fixed interest rate U.S. Dollar denominated debt and fixed interest rate Japanese Yen denominated debt.

We use VaR to monitor the foreign exchange risk of our foreign currency forward and foreign currency option derivative instruments only. The VaR determines the maximum potential one-day loss in the fair value of these foreign exchange rate-sensitive financial instruments. The VaR model estimates assume normal market conditions and a 95% confidence level. There are various modeling techniques that can be used in the VaR computation. Our computations are based on interrelationships between currencies and interest rates (a "variance/co-variance" technique). These interrelationships are a function of foreign exchange currency market changes and interest rate changes over the preceding one year period. The value of foreign currency options does not change on a one-to-one basis with changes in the underlying currency rate. We adjust the potential loss in option value for the estimated sensitivity (the "delta" and "gamma") to changes in the underlying currency rate. This calculation reflects the impact of foreign currency rate fluctuations on the derivative instruments only and does not include the impact of such rate fluctuations on non-functional currency transactions (such as anticipated transactions, firm commitments, cash balances and accounts and loans receivable and payable), including those which are hedged by these instruments.

The VaR model is a risk analysis tool and does not purport to represent actual losses in fair value that we will incur nor does it consider the potential effect of favorable changes in market rates. It also does not represent the full extent of the possible loss that may occur. Actual future gains and losses will differ from those estimated because of changes or differences in market rates and interrelationships, hedging instruments and hedge percentages, timing and other factors.

The estimated maximum one-day loss in fair value on our foreign currency sensitive derivative financial instruments, derived using the VaR model, was \$117 million and \$50 million at May 31, 2015 and 2014, respectively. The VaR increased year-over-year as a result of an increase in the total notional value of our foreign currency derivative portfolio, a longer weighted average duration on our outstanding trades and an increase in foreign currency volatilities at May 31, 2015. Such a hypothetical loss in the fair value of our derivatives would be offset by increases in the value of the underlying transactions being hedged. The average monthly change in the fair values of foreign currency forward and foreign currency option derivative instruments was \$205 million and \$70 million during fiscal 2015 and fiscal 2014, respectively.

The instruments not included in the VaR are intercompany loans denominated in non-functional currencies, fixed interest rate Japanese Yen denominated debt, fixed interest rate U.S. Dollar denominated debt and interest rate swaps. Intercompany loans and related interest amounts are eliminated in consolidation. Furthermore, our non-functional currency intercompany loans are substantially hedged against foreign exchange risk through the use of forward contracts, which are included in the VaR calculation above. Therefore, we consider the interest rate and foreign currency market risks associated with our non-functional currency intercompany loans to be immaterial to our consolidated financial position, results from operations and cash flows.

During the year ended May 31, 2015, we entered into a series of forward-starting interest rate swap agreements. A forward-starting interest rate swap is an agreement that effectively hedges the variability in future benchmark interest payments attributable to changes in interest rates on the forecasted issuance of fixed-rate debt. We entered into these forward-starting interest rate swaps in order to lock in fixed interest rates on our forecasted issuance of debt. These instruments were designated as cash flow hedges of the variability in the expected cash outflows of interest payments on future debt due to changes in benchmark interest rates.

Details of third-party debt and interest rate swaps are provided in the table below. The table presents principal cash flows and related weighted average interest rates by expected maturity dates. Weighted average interest rates for the fixed rate swapped to floating rate debt reflect the effective interest rates at May 31, 2015.

(Dollars in millions)	Expected Maturity Date							Total	Fair Value
	2016	2017	2018	2019	2020	Thereafter			
<b>Foreign Exchange Risk</b>									
Japanese Yen Functional Currency									
Long-term Japanese Yen debt — Fixed rate									
Principal payments	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 4	\$ 29	\$ 31	
Average interest rate	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	
<b>Interest Rate Risk</b>									
Japanese Yen Functional Currency									
Long-term Japanese Yen debt — Fixed rate									
Principal payments	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 4	\$ 29	\$ 31	
Average interest rate	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	
U.S. Dollar Functional Currency									
Long-term U.S. Dollar debt — Fixed rate swapped to Floating rate									
Principal payments	\$ 100	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 100	\$ 102	
Average interest rate	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%	
Long-term U.S. Dollar debt — Fixed rate									
Principal payments	\$ 1	\$ 38	\$ 18	\$ —	\$ —	\$ 1,000	\$ 1,057	\$ 1,027	
Average interest rate	6.4%	6.2%	6.8%	0.0%	0.0%	2.9%	3.1%		
Anticipated long-term U.S. Dollar debt issuance - Floating rate swapped to fixed rate									
Notional <sup>(1)</sup>	\$ 1,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,000	\$ 76	
Weighted-average fixed rate	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%			
Weighted-average floating rate	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%			

(1) Forward-starting interest rate swaps have been included in the maturities category based on when the related hedged forecasted debt issuance and corresponding swap terminations are expected to occur.

The fixed interest rate Japanese Yen denominated debt instruments were issued by and are accounted for by one of our Japanese subsidiaries. Accordingly, the monthly translation of these instruments, which varies due to changes in foreign exchange rates, is recognized in *Accumulated other comprehensive income* upon consolidation of this subsidiary.

## ITEM 8. Financial Statements and Supplementary Data

Management of NIKE, Inc. is responsible for the information and representations contained in this report. The financial statements have been prepared in conformity with the generally accepted accounting principles we considered appropriate in the circumstances and include some amounts based on our best estimates and judgments. Other financial information in this report is consistent with these financial statements.

Our accounting systems include controls designed to reasonably assure assets are safeguarded from unauthorized use or disposition and provide for the preparation of financial statements in conformity with generally accepted accounting principles. These systems are supplemented by the selection and training of qualified financial personnel and an organizational structure providing for appropriate segregation of duties.

An internal Corporate Audit department reviews the results of its work with the Audit Committee of the Board of Directors, presently consisting of four outside directors. The Audit Committee is responsible for the appointment of the independent registered public accounting firm and reviews, with the independent registered public accounting firm, management and the internal audit staff, the scope and the results of the annual examination, the effectiveness of the accounting control system and other matters relating to the financial affairs of NIKE as the Audit Committee deems appropriate. The independent registered public accounting firm and the internal auditors have full access to the Committee, with and without the presence of management, to discuss any appropriate matters.

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

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Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13(a) - 15(f) and Rule 15(d) - 15(f) of the Securities Exchange Act of 1934, as amended. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles in the United States of America. Internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of the Company that could have a material effect on the financial statements.

While "reasonable assurance" is a high level of assurance, it does not mean absolute assurance. Because of its inherent limitations, internal control over financial reporting may not prevent or detect every misstatement and instance of fraud. Controls are susceptible to manipulation, especially in instances of fraud caused by the collusion of two or more people, including our senior management. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based upon the framework in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on the results of our evaluation, our management concluded that our internal control over financial reporting was effective as of May 31, 2015 .

PricewaterhouseCoopers LLP, an independent registered public accounting firm, has audited (1) the Consolidated Financial Statements and (2) the effectiveness of our internal control over financial reporting as of May 31, 2015 , as stated in their report herein.

**Mark G. Parker**

*President and Chief Executive Officer*

**Donald W. Blair**

*Chief Financial Officer*

## Report of Independent Registered Public Accounting Firm

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To the Board of Directors and Shareholders of NIKE, Inc.:

In our opinion, the consolidated financial statements listed in the index appearing under Item 15(a)(1) present fairly, in all material respects, the financial position of NIKE, Inc. and its subsidiaries at May 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended May 31, 2015 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of May 31, 2015, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control Over Financial Reporting appearing under Item 8. Our responsibility is to express opinions on these financial statements, on the financial statement schedule and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/S/ PRICEWATERHOUSECOOPERS LLP

Portland, Oregon

July 23, 2015

# NIKE, Inc. Consolidated Statements of Income

<i>(In millions, except per share data)</i>	Year Ended May 31,		
	2015	2014	2013
Income from continuing operations:			
Revenues	\$ 30,601	\$ 27,799	\$ 25,313
Cost of sales	16,534	15,353	14,279
Gross profit	14,067	12,446	11,034
Demand creation expense	3,213	3,031	2,745
Operating overhead expense	6,679	5,735	5,051
Total selling and administrative expense	9,892	8,766	7,796
Interest expense (income), net (Notes 6, 7 and 8)	28	33	(3)
Other (income) expense, net (Note 17)	(58)	103	(15)
Income before income taxes	4,205	3,544	3,256
Income tax expense (Note 9)	932	851	805
<b>NET INCOME FROM CONTINUING OPERATIONS</b>	<b>3,273</b>	<b>2,693</b>	<b>2,451</b>
<b>NET INCOME FROM DISCONTINUED OPERATIONS</b>	<b>—</b>	<b>—</b>	<b>21</b>
<b>NET INCOME</b>	<b>\$ 3,273</b>	<b>\$ 2,693</b>	<b>\$ 2,472</b>
Earnings per common share from continuing operations:			
Basic (Notes 1 and 12)	\$ 3.80	\$ 3.05	\$ 2.74
Diluted (Notes 1 and 12)	\$ 3.70	\$ 2.97	\$ 2.68
Earnings per common share from discontinued operations:			
Basic (Notes 1 and 12)	\$ —	\$ —	\$ 0.02
Diluted (Notes 1 and 12)	\$ —	\$ —	\$ 0.02
Dividends declared per common share	\$ 1.08	\$ 0.93	\$ 0.81

The accompanying Notes to the Consolidated Financial Statements are an integral part of this statement.

# NIKE, Inc. Consolidated Statements of Comprehensive Income

(In millions)	Year Ended May 31,		
	2015	2014	2013
Net income	\$ 3,273	\$ 2,693	\$ 2,472
Other comprehensive income (loss), net of tax:			
Change in net foreign currency translation adjustment <sup>(1)</sup>	(20)	(32)	38
Change in net gains (losses) on cash flow hedges <sup>(2)</sup>	1,188	(161)	12
Change in net gains (losses) on other <sup>(3)</sup>	(7)	4	(8)
Change in release of cumulative translation loss related to Umbro <sup>(4)</sup>	—	—	83
Total other comprehensive income (loss), net of tax	1,161	(189)	125
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>\$ 4,434</b>	<b>\$ 2,504</b>	<b>\$ 2,597</b>

(1) Net of tax benefit (expense) of \$0 million, \$0 million and \$(13) million, respectively.

(2) Net of tax benefit (expense) of \$(31) million, \$18 million and \$(22) million, respectively.

(3) Net of tax benefit (expense) of \$0 million, \$0 million and \$1 million, respectively.

(4) Net of tax benefit (expense) of \$0 million, \$0 million and \$47 million, respectively.

The accompanying Notes to the Consolidated Financial Statements are an integral part of this statement.

# NIKE, Inc. Consolidated Balance Sheets

(In millions)	May 31,	
	2015	2014
<b>ASSETS</b>		
Current assets:		
Cash and equivalents (Note 6)	\$ 3,852	\$ 2,220
Short-term investments (Note 6)	2,072	2,922
Accounts receivable, net (Note 1)	3,358	3,434
Inventories (Notes 1 and 2)	4,337	3,947
Deferred income taxes (Note 9)	389	355
Prepaid expenses and other current assets (Notes 6 and 17)	1,968	818
Total current assets	15,976	13,696
Property, plant and equipment, net (Note 3)	3,011	2,834
Identifiable intangible assets, net (Note 4)	281	282
Goodwill (Note 4)	131	131
Deferred income taxes and other assets (Notes 6, 9 and 17)	2,201	1,651
<b>TOTAL ASSETS</b>	<b>\$ 21,600</b>	<b>\$ 18,594</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Current portion of long-term debt (Note 8)	\$ 107	\$ 7
Notes payable (Note 7)	74	167
Accounts payable (Note 7)	2,131	1,930
Accrued liabilities (Notes 5, 6 and 17)	3,951	2,491
Income taxes payable (Note 9)	71	432
Total current liabilities	6,334	5,027
Long-term debt (Note 8)	1,079	1,199
Deferred income taxes and other liabilities (Notes 6, 9, 13 and 17)	1,480	1,544
Commitments and contingencies (Note 16)		
Redeemable preferred stock (Note 10)	—	—
Shareholders' equity:		
Common stock at stated value (Note 11):		
Class A convertible — 178 and 178 shares outstanding	—	—
Class B — 679 and 692 shares outstanding	3	3
Capital in excess of stated value	6,773	5,865
Accumulated other comprehensive income (Note 14)	1,246	85
Retained earnings	4,685	4,871
Total shareholders' equity	12,707	10,824
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 21,600</b>	<b>\$ 18,594</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of this statement.

# **NIKE, Inc. Consolidated Statements of Cash Flows**

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(In millions)	Year Ended May 31,		
	2015	2014	2013
<b>Cash provided by operations:</b>			
Net income	\$ 3,273	\$ 2,693	\$ 2,472
Income charges (credits) not affecting cash:			
Depreciation	606	518	438
Deferred income taxes	(113)	(11)	20
Stock-based compensation (Note 11)	191	177	174
Amortization and other	43	68	64
Net foreign currency adjustments	424	56	66
Net gain on divestitures	—	—	(124)
Changes in certain working capital components and other assets and liabilities:			
(Increase) decrease in accounts receivable	(216)	(298)	142
(Increase) in inventories	(621)	(505)	(219)
(Increase) in prepaid expenses and other current assets	(144)	(210)	(28)
Increase in accounts payable, accrued liabilities and income taxes payable	1,237	525	27
Cash provided by operations	4,680	3,013	3,032
<b>Cash used by investing activities:</b>			
Purchases of short-term investments	(4,936)	(5,386)	(4,133)
Maturities of short-term investments	3,655	3,932	1,663
Sales of short-term investments	2,216	1,126	1,330
Investments in reverse repurchase agreements	(150)	—	—
Additions to property, plant and equipment	(963)	(880)	(598)
Disposals of property, plant and equipment	3	3	14
Proceeds from divestitures	—	—	786
(Increase) in other assets, net of other liabilities	—	(2)	(2)
Cash used by investing activities	(175)	(1,207)	(940)
<b>Cash used by financing activities:</b>			
Net proceeds from long-term debt issuance	—	—	986
Long-term debt payments, including current portion	(7)	(60)	(49)
(Decrease) increase in notes payable	(63)	75	10
Payments on capital lease obligations	(19)	(17)	—
Proceeds from exercise of stock options and other stock issuances	514	383	313
Excess tax benefits from share-based payment arrangements	218	132	72
Repurchase of common stock	(2,534)	(2,628)	(1,674)
Dividends — common and preferred	(899)	(799)	(703)
Cash used by financing activities	(2,790)	(2,914)	(1,045)
Effect of exchange rate changes on cash and equivalents	(83)	(9)	36
Net increase (decrease) in cash and equivalents	1,632	(1,117)	1,083
Cash and equivalents, beginning of year	2,220	3,337	2,254
<b>CASH AND EQUIVALENTS, END OF YEAR</b>	<b>\$ 3,852</b>	<b>\$ 2,220</b>	<b>\$ 3,337</b>
<b>Supplemental disclosure of cash flow information:</b>			
Cash paid during the year for:			
Interest, net of capitalized interest	\$ 53	\$ 53	\$ 20
Income taxes	1,262	856	702
Non-cash additions to property, plant and equipment	206	167	137
Dividends declared and not paid	240	209	188

The accompanying Notes to the Consolidated Financial Statements are an integral part of this statement.

# NIKE, Inc. Consolidated Statements of Shareholders' Equity

	Common Stock				Capital in Excess of Stated Value	Accumulated Other Comprehensive Income	Retained Earnings	Total
	Class A		Class B					
<i>(In millions, except per share data)</i>	Shares	Amount	Shares	Amount				
<b>Balance at May 31, 2012</b>	<b>180</b>	<b>\$ —</b>	<b>736</b>	<b>\$ 3</b>	<b>\$ 4,641</b>	<b>\$ 149</b>	<b>\$ 5,526</b>	<b>\$ 10,319</b>
Stock options exercised			10		322			322
Conversion to Class B Common Stock	(2)		2					—
Repurchase of Class B Common Stock			(34)		(10)		(1,647)	(1,657)
Dividends on common stock (\$0.81 per share)							(727)	(727)
Issuance of shares to employees			2		65			65
Stock-based compensation (Note 11)					174			174
Forfeiture of shares from employees			—		(8)		(4)	(12)
Net income							2,472	2,472
Other comprehensive income (loss)						125		125
<b>Balance at May 31, 2013</b>	<b>178</b>	<b>\$ —</b>	<b>716</b>	<b>\$ 3</b>	<b>\$ 5,184</b>	<b>\$ 274</b>	<b>\$ 5,620</b>	<b>\$ 11,081</b>
Stock options exercised			11		445			445
Repurchase of Class B Common Stock			(37)		(11)		(2,617)	(2,628)
Dividends on common stock (\$0.93 per share)							(821)	(821)
Issuance of shares to employees			2		78			78
Stock-based compensation (Note 11)					177			177
Forfeiture of shares from employees			—		(8)		(4)	(12)
Net income							2,693	2,693
Other comprehensive income (loss)						(189)		(189)
<b>Balance at May 31, 2014</b>	<b>178</b>	<b>\$ —</b>	<b>692</b>	<b>\$ 3</b>	<b>\$ 5,865</b>	<b>\$ 85</b>	<b>\$ 4,871</b>	<b>\$ 10,824</b>
Stock options exercised			14		639			639
Repurchase of Class B Common Stock			(29)		(9)		(2,525)	(2,534)
Dividends on common stock (\$1.08 per share)							(931)	(931)
Issuance of shares to employees			2		92			92
Stock-based compensation (Note 11)					191			191
Forfeiture of shares from employees			—		(5)		(3)	(8)
Net income							3,273	3,273
Other comprehensive income (loss)						1,161		1,161
<b>Balance at May 31, 2015</b>	<b>178</b>	<b>\$ —</b>	<b>679</b>	<b>\$ 3</b>	<b>\$ 6,773</b>	<b>\$ 1,246</b>	<b>\$ 4,685</b>	<b>\$ 12,707</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of this statement.

# Notes to Consolidated Financial Statements

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## NOTE 1 — Summary of Significant Accounting Policies

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### Description of Business

NIKE, Inc. is a worldwide leader in the design, development and worldwide marketing and selling of athletic footwear, apparel, equipment, accessories and services. NIKE, Inc. portfolio brands include the NIKE Brand, Jordan Brand, Hurley and Converse. The NIKE Brand is focused on performance athletic footwear, apparel, equipment, accessories and services across a wide range of sport categories, amplified with sport-inspired sportswear products carrying the Swoosh trademark as well as other NIKE Brand trademarks. The Jordan Brand is focused on athletic and casual footwear, apparel and accessories, using the Jumpman trademark. Sales of Jordan Brand products are included within the NIKE Brand Basketball category. The Hurley brand is focused on surf and action sports and youth lifestyle footwear, apparel and accessories, using the Hurley trademark. Sales of Hurley brand products are included within the NIKE Brand Action Sports category. Converse designs, distributes, markets and sells casual sneakers, apparel and accessories under the Converse, Chuck Taylor, All Star, One Star, Star Chevron and Jack Purcell trademarks. In some markets outside the U.S., these trademarks are licensed to third parties who design, distribute, market and sell similar products. Operating results of the Converse brand are reported on a stand-alone basis.

### Basis of Consolidation

The Consolidated Financial Statements include the accounts of NIKE, Inc. and its subsidiaries (the "Company"). All significant intercompany transactions and balances have been eliminated.

The Company completed the sale of Cole Haan during the third quarter ended February 28, 2013 and completed the sale of Umbro during the second quarter ended November 30, 2012. As a result, the Company reports the operating results of Cole Haan and Umbro in the *Net income from discontinued operations* line in the Consolidated Statements of Income for all applicable periods presented. There were no assets or liabilities of discontinued operations as of May 31, 2015 and May 31, 2014 (refer to Note 15 — Discontinued Operations ). Unless otherwise indicated, the disclosures accompanying the Consolidated Financial Statements reflect the Company's continuing operations.

On November 15, 2012, the Company announced a two -for-one split of both NIKE Class A and Class B Common shares. The stock split was a 100 percent stock dividend payable on December 24, 2012 to shareholders of record at the close of business on December 10, 2012. Common stock began trading at the split-adjusted price on December 26, 2012. All share numbers and per share amounts presented reflect the stock split.

### Reclassifications

Certain prior year amounts have been reclassified to conform to fiscal 2015 presentation.

### Revisions

During the third quarter of fiscal 2015, management determined it had incorrectly reflected unrealized gains and losses from re-measurement of non-functional currency intercompany balances between certain of its foreign wholly-owned subsidiaries in its Consolidated Statements of Cash Flows. These unrealized gains and losses should have been classified as non-cash reconciling items from *Net income* to *Cash provided by operations* , but were instead reported on the *Effect of exchange rate changes on cash and equivalents* line of the Consolidated Statements of Cash Flows. This resulted in an understatement of *Cash provided by operations* reported on the Consolidated Statements of Cash Flows for certain prior periods; there was no impact for any period to *Net increase (decrease) in cash and equivalents* reported on the Consolidated Statements of Cash Flows, or *Cash and equivalents* reported on the Consolidated Statements of Cash Flows and Balance Sheets. The Company assessed the materiality of the misclassifications on prior periods' financial statements in accordance with SEC Staff Accounting Bulletin ("SAB") No. 99, Materiality, codified in Accounting Standards Codification ("ASC") 250, Presentation of Financial Statements, and concluded that these misstatements were not material to any prior annual or interim periods. Accordingly, in accordance with ASC 250 (SAB No. 108, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements), the amounts have been revised in the applicable Consolidated Statements of Cash Flows. For the three and six months ended August 31, 2014 and November 30, 2014 of fiscal 2015, the revisions increased *Cash provided by operations* and decreased *Effect of exchange rate changes on cash and equivalents* by \$95 million and \$312 million , respectively. For the fiscal years ended May 31, 2014 and 2013, the revisions increased *Cash provided by operations* and decreased *Effect of exchange rate changes on cash and equivalents* by \$10 million and \$64 million , respectively. These amounts have been reflected in the applicable tables below. As part of the revision to the Consolidated Statements of Cash Flows, the Company has updated its presentation to separately report *Net foreign currency adjustments* , which was previously included within *Amortization and other* .

The following are selected line items from the Company's Unaudited Condensed Consolidated Statements of Cash Flows illustrating the effect of these corrections:

<b>NIKE, Inc. Unaudited Condensed Consolidated Statements of Cash Flows</b>						
<i>(In millions)</i>	<b>Three Months Ended August 31, 2014</b>			<b>Six Months Ended November 30, 2014</b>		
	<b>As Reported</b>	<b>Adjustment</b>	<b>As Revised</b>	<b>As Reported</b>	<b>Adjustment</b>	<b>As Revised</b>
<b>Cash provided by operations:</b>						
Net income	\$ 962	\$ —	\$ 962	\$ 1,617	\$ —	\$ 1,617
Income charges (credits) not affecting cash:						
Amortization and other	(34)	42	8	(54)	69	15
Net foreign currency adjustments	—	53	53	—	243	243
Cash provided by operations	588	95	683	1,235	312	1,547
Effect of exchange rate changes on cash and equivalents	97	(95)	2	288	(312)	(24)
Net increase (decrease) in cash and equivalents	83	—	83	53	—	53
Cash and equivalents, beginning of period	2,220	—	2,220	2,220	—	2,220
<b>CASH AND EQUIVALENTS, END OF PERIOD</b>	<b>\$ 2,303</b>	<b>\$ —</b>	<b>\$ 2,303</b>	<b>\$ 2,273</b>	<b>\$ —</b>	<b>\$ 2,273</b>

The following are selected line items from the Company's Consolidated Statements of Cash Flows illustrating the effect of these corrections on the amounts previously reported in the Company's fiscal 2014 Annual Report on Form 10-K:

<b>NIKE, Inc. Consolidated Statements of Cash Flows</b>						
<i>(In millions)</i>	<b>Year Ended May 31, 2014</b>			<b>Year Ended May 31, 2013</b>		
	<b>As Reported</b>	<b>Adjustment</b>	<b>As Revised</b>	<b>As Reported</b>	<b>Adjustment</b>	<b>As Revised</b>
<b>Cash provided by operations:</b>						
Net income	\$ 2,693	\$ —	\$ 2,693	\$ 2,472	\$ —	\$ 2,472
Income charges (credits) not affecting cash:						
Amortization and other	114	(46)	68	66	(2)	64
Net foreign currency adjustments	—	56	56	—	66	66
Cash provided by operations	3,003	10	3,013	2,968	64	3,032
Effect of exchange rate changes on cash and equivalents	1	(10)	(9)	100	(64)	36
Net increase (decrease) in cash and equivalents	(1,117)	—	(1,117)	1,083	—	1,083
Cash and equivalents, beginning of year	3,337	—	3,337	2,254	—	2,254
<b>CASH AND EQUIVALENTS, END OF YEAR</b>	<b>\$ 2,220</b>	<b>\$ —</b>	<b>\$ 2,220</b>	<b>\$ 3,337</b>	<b>\$ —</b>	<b>\$ 3,337</b>

## Recognition of Revenues

Wholesale revenues are recognized when title and the risks and rewards of ownership have passed to the customer, based on the terms of sale. This occurs upon shipment or upon receipt by the customer depending on the country of the sale and the agreement with the customer. Retail store revenues are recorded at the time of sale and online store revenues are recorded upon delivery to the customer. Provisions for post-invoice sales discounts, returns and miscellaneous claims from customers are estimated and recorded as a reduction to revenue at the time of sale. Post-invoice sales discounts consist of contractual programs with certain customers or discretionary discounts that are expected to be granted to certain customers at a later date. Estimates of discretionary discounts, returns and claims are based on historical rates, specific identification of outstanding claims and outstanding returns not yet received from customers and estimated discounts, returns and claims expected, but not yet finalized with customers. As of May 31, 2015 and 2014, the Company's reserve balances for post-invoice sales discounts, returns and miscellaneous claims were \$724 million and \$610 million, respectively.

## Cost of Sales

Cost of sales consists primarily of inventory costs, as well as warehousing costs (including the cost of warehouse labor), third-party royalties, certain foreign currency hedge gains and losses and research, design and development costs.

## Shipping and Handling Costs

Outbound shipping and handling costs are expensed as incurred and included in Cost of sales.

## Operating Overhead Expense

*Operating overhead expense* consists primarily of payroll and benefit related costs, rent, depreciation and amortization, professional services and meetings and travel.

## Demand Creation Expense

*Demand creation expense* consists of advertising and promotion costs, including costs of endorsement contracts, television, digital and print advertising, brand events and retail brand presentation. Advertising production costs are expensed the first time an advertisement is run. Advertising communication costs are expensed when the advertisement appears. Costs related to brand events are expensed when the event occurs. Costs related to retail brand presentation are expensed when the presentation is completed and delivered.

A significant amount of the Company's promotional expenses result from payments under endorsement contracts. Accounting for endorsement payments is based upon specific contract provisions. Generally, endorsement payments are expensed on a straight-line basis over the term of the contract after giving recognition to periodic performance compliance provisions of the contracts. Prepayments made under contracts are included in *Prepaid expenses and other current assets* or *Deferred income taxes and other assets* depending on the period to which the prepayment applies.

Certain contracts provide for contingent payments to endorsers based upon specific achievements in their sports (e.g., winning a championship). The Company records demand creation expense for these amounts when the endorser achieves the specific goal.

Certain contracts provide for variable payments based upon endorsers maintaining a level of performance in their sport over an extended period of time (e.g., maintaining a specified ranking in a sport for a year). When the Company determines payments are probable, the amounts are reported in demand creation expense ratably over the contract period based on our best estimate of the endorser's performance. In these instances, to the extent that actual payments to the endorser differ from the Company's estimate due to changes in the endorser's performance, increased or decreased demand creation expense may be recorded in a future period.

Certain contracts provide for royalty payments to endorsers based upon a predetermined percent of sales of particular products. The Company expenses these payments in *Cost of sales* as the related sales occur. In certain contracts, the Company offers minimum guaranteed royalty payments. For contracts for which the Company estimates it will not meet the minimum guaranteed amount of royalty fees through sales of product, the Company records the amount of the guaranteed payment in excess of that earned through sales of product in *Demand creation expense* uniformly over the guarantee period.

Through cooperative advertising programs, the Company reimburses retail customers for certain costs of advertising the Company's products. The Company records these costs in *Demand creation expense* at the point in time when it is obligated to its customers for the costs. This obligation may arise prior to the related advertisement being run.

Total advertising and promotion expenses were \$3,213 million, \$3,031 million and \$2,745 million for the years ended May 31, 2015, 2014 and 2013, respectively. Prepaid advertising and promotion expenses totaled \$455 million and \$516 million at May 31, 2015 and 2014, respectively, and were recorded in *Prepaid expenses and other current assets* and *Deferred income taxes and other assets* depending on the period to which the prepayment applies.

## Cash and Equivalents

*Cash and equivalents* represent cash and short-term, highly liquid investments, including commercial paper, U.S. Treasury, U.S. Agency, money market funds, time deposits and corporate debt securities with maturities of 90 days or less at the date of purchase.

## Short-Term Investments

*Short-term investments* consist of highly liquid investments, including commercial paper, U.S. Treasury, U.S. Agency and corporate debt securities, with maturities over 90 days at the date of purchase. Debt securities that the Company has the ability and positive intent to hold to maturity are carried at amortized cost. At May 31, 2015 and 2014, the Company did not hold any short-term investments that were classified as trading or held-to-maturity.

At May 31, 2015 and 2014, *Short-term investments* consisted of available-for-sale securities. Available-for-sale securities are recorded at fair value with unrealized gains and losses reported, net of tax, in *Other comprehensive income*, unless unrealized losses are determined to be other than temporary. Realized gains and losses on the sale of securities are determined by specific identification. The Company considers all available-for-sale securities, including those with maturity dates beyond 12 months, as available to support current operational liquidity needs and therefore classifies all securities with maturity dates beyond 90 days at the date of purchase as current assets within *Short-term investments* on the Consolidated Balance Sheets.

Refer to Note 6 — Fair Value Measurements for more information on the Company's short-term investments.

## Allowance for Uncollectible Accounts Receivable

Accounts receivable consists primarily of amounts receivable from customers. The Company makes ongoing estimates relating to the collectability of its accounts receivable and maintains an allowance for estimated losses resulting from the inability of its customers to make required payments. In determining the amount of the allowance, the Company considers historical levels of credit losses and makes judgments about the creditworthiness of significant customers based on ongoing credit evaluations. Accounts receivable with anticipated collection dates greater than 12 months from the balance sheet date and related allowances are considered non-current and recorded in *Deferred income taxes and other assets*. The allowance for uncollectible accounts receivable was \$78 million and \$78 million at May 31, 2015 and 2014, respectively, of which \$24 million and \$37 million, respectively, was classified as long-term and recorded in *Deferred income taxes and other assets*.

## Inventory Valuation

*Inventories* are stated at lower of cost or market and valued on either an average or specific identification cost basis. For inventories in transit that represent direct shipments to customers, the related inventory and cost of sales are recognized on a specific identification basis. Inventory costs primarily consist of product cost from the Company's suppliers, as well as inbound freight, import duties, taxes, insurance and logistics and other handling fees.

## Property, Plant and Equipment and Depreciation

Property, plant and equipment are recorded at cost. Depreciation is determined on a straight-line basis for buildings and leasehold improvements over 2 to 40 years and for machinery and equipment over 2 to 15 years.

Depreciation and amortization of assets used in manufacturing, warehousing and product distribution are recorded in *Cost of sales*. Depreciation and amortization of other assets are recorded in *Total selling and administrative expense*.

## Software Development Costs

*Internal Use Software*. Expenditures for major software purchases and software developed for internal use are capitalized and amortized over a 2 to 10 year period on a straight-line basis. The Company's policy provides for the capitalization of external direct costs of materials and services associated with developing or obtaining internal use computer software. In addition, the Company also capitalizes certain payroll and payroll-related costs for employees who are directly associated with internal use computer software projects. The amount of capitalizable payroll costs with respect to these employees is limited to the time directly spent on such projects. Costs associated with preliminary project stage activities, training, maintenance and all other post-implementation stage activities are expensed as incurred.

*Computer Software to be Sold, Leased or Otherwise Marketed*. Development costs of computer software to be sold, leased or otherwise marketed as an integral part of a product are subject to capitalization beginning when a product's technological feasibility has been established and ending when a product is available for general release to customers. In most instances, the Company's products are released soon after technological feasibility has been established. Therefore, software development costs incurred subsequent to achievement of technological feasibility are usually not significant, and generally most software development costs have been expensed as incurred.

## Impairment of Long-Lived Assets

The Company reviews the carrying value of long-lived assets or asset groups to be used in operations whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Factors that would necessitate an impairment assessment include a significant adverse change in the extent or manner in which an asset is used, a significant adverse change in legal factors or the business climate that could affect the value of the asset or a significant decline in the observable market value of an asset, among others. If such facts indicate a potential impairment, the Company would assess the recoverability of an asset group by determining if the carrying value of the asset group exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the primary asset in the asset group. If the recoverability test indicates that the carrying value of the asset group is not recoverable, the Company will estimate the fair value of the asset group using appropriate valuation methodologies, which would typically include an estimate of discounted cash flows. Any impairment would be measured as the difference between the asset group's carrying amount and its estimated fair value.

## Goodwill and Indefinite-Lived Intangible Assets

The Company performs annual impairment tests on goodwill and intangible assets with indefinite lives in the fourth quarter of each fiscal year, or when events occur or circumstances change that would, more likely than not, reduce the fair value of a reporting unit or an intangible asset with an indefinite life below its carrying value. Events or changes in circumstances that may trigger interim impairment reviews include significant changes in business climate, operating results, planned investments in the reporting unit, planned divestitures or an expectation that the carrying amount may not be recoverable, among other factors. The Company may first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events and circumstances, the Company determines that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the two-step impairment test is unnecessary. The two-step impairment test first requires the Company to estimate the fair value of its reporting units. If the carrying value of a reporting unit exceeds its fair value, the goodwill of that reporting unit is potentially impaired and the Company proceeds to step two of the impairment analysis. In step two of the analysis, the Company measures and records an impairment loss equal to the excess of the carrying value of the reporting unit's goodwill over its implied fair value, if any.

The Company generally bases its measurement of the fair value of a reporting unit on a blended analysis of the present value of future discounted cash flows and the market valuation approach. The discounted cash flows model indicates the fair value of the reporting unit based on the present value of the cash flows that the Company expects the reporting unit to generate in the future. The Company's significant estimates in the discounted cash flows model include: its weighted average cost of capital; long-term rate of growth and profitability of the reporting unit's business; and working capital effects. The market valuation approach indicates the fair value of the business based on a comparison of the reporting unit to comparable publicly traded companies in similar lines of business. Significant estimates in the market valuation approach model include identifying similar companies with comparable business factors such as size, growth, profitability, risk and return on investment and assessing comparable revenue and operating income multiples in estimating the fair value of the reporting unit.

Indefinite-lived intangible assets primarily consist of acquired trade names and trademarks. The Company may first perform a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. If, after assessing the totality of events and circumstances, the Company determines that it is more likely than not that the indefinite-lived intangible asset is not impaired, no quantitative fair value measurement is necessary. If a quantitative fair value measurement calculation is required for these intangible assets, the Company utilizes the relief-from-royalty method. This method assumes that trade names and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires the Company to estimate the future revenue for the related brands, the appropriate royalty rate and the weighted average cost of capital.

## Operating Leases

The Company leases retail store space, certain distribution and warehouse facilities, office space and other non-real estate assets under operating leases. Operating lease agreements may contain rent escalation clauses, rent holidays or certain landlord incentives, including tenant improvement allowances. Rent expense for non-cancelable operating leases with scheduled rent increases or landlord incentives are recognized on a straight-line basis over the lease term, beginning with the effective lease commencement date, which is generally the date in which the Company takes possession of or controls the physical use of the property. Certain leases also provide for contingent rents, which are determined as a percent of sales in excess of specified levels. A contingent rent liability is recognized together with the corresponding rent expense when specified levels have been achieved or when the Company determines that achieving the specified levels during the period is probable.

## Fair Value Measurements

The Company measures certain financial assets and liabilities at fair value on a recurring basis, including derivatives and available-for-sale securities. Fair value is the price the Company would receive to sell an asset or pay to transfer a liability in an orderly transaction with a market participant at the measurement date. The Company uses a three-level hierarchy established by the Financial Accounting Standards Board ("FASB") that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques (market approach, income approach and cost approach).

The levels of hierarchy are described below:

- Level 1: Quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly; these include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs for which there is little or no market data available, which require the reporting entity to develop its own assumptions.

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. Financial assets and liabilities are classified in their entirety based on the most conservative level of input that is significant to the fair value measurement.

Pricing vendors are utilized for certain Level 1 and Level 2 investments. These vendors either provide a quoted market price in an active market or use observable inputs without applying significant adjustments in their pricing. Observable inputs include broker quotes, interest rates and yield curves observable at commonly quoted intervals, volatilities and credit risks. The fair value of derivative contracts is determined using observable market inputs such as the daily market foreign currency rates, forward pricing curves, currency volatilities, currency correlations and interest rates and considers nonperformance risk of the Company and that of its counterparties.

The Company's fair value processes include controls that are designed to ensure appropriate fair values are recorded. These controls include a comparison of fair values to another independent pricing vendor.

Refer to Note 6 — Fair Value Measurements for additional information.

## Foreign Currency Translation and Foreign Currency Transactions

Adjustments resulting from translating foreign functional currency financial statements into U.S. Dollars are included in the foreign currency translation adjustment, a component of *Accumulated other comprehensive income* in *Total shareholders' equity*.

The Company's global subsidiaries have various assets and liabilities, primarily receivables and payables, which are denominated in currencies other than their functional currency. These balance sheet items are subject to re-measurement, the impact of which is recorded in *Other (income) expense, net*, within the Consolidated Statements of Income.

## Accounting for Derivatives and Hedging Activities

The Company uses derivative financial instruments to reduce its exposure to changes in foreign currency exchange rates and interest rates. All derivatives are recorded at fair value on the Consolidated Balance Sheets and changes in the fair value of derivative financial instruments are either recognized in *Accumulated other comprehensive income* (a component of *Total shareholders' equity*), *Long-term debt* or *Net income* depending on the nature of the underlying exposure, whether the derivative is formally designated as a hedge and, if designated, the extent to which the hedge is effective. The Company classifies the cash flows at settlement from derivatives in the same category as the cash flows from the related hedged items. For undesignated hedges and designated cash flow hedges, this is primarily within the *Cash provided by operations* component of the Consolidated Statements of Cash Flows. For designated net investment hedges, this is within the *Cash used by investing activities* component of the Consolidated Statement of Cash Flows. For the Company's fair value hedges, which are interest rate swaps used to mitigate the change in fair value of its fixed-rate debt attributable to changes in interest rates, the related cash flows from periodic interest payments are reflected within the *Cash provided by operations* component of the Consolidated Statements of Cash Flows. Refer to Note 17 — Risk Management and Derivatives for more information on the Company's risk management program and derivatives.

## Stock-Based Compensation

The Company estimates the fair value of options and stock appreciation rights granted under the NIKE, Inc. 1990 Stock Incentive Plan (the "1990 Plan") and employees' purchase rights under the Employee Stock Purchase Plans ("ESPPs") using the Black-Scholes option pricing model. The Company recognizes this fair value, net of estimated forfeitures, as *Operating overhead expense* in the Consolidated Statements of Income over the vesting period using the straight-line method.

Refer to Note 11 — Common Stock and Stock-Based Compensation for more information on the Company's stock programs.

## Income Taxes

The Company accounts for income taxes using the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities. The Company records a valuation allowance to reduce deferred tax assets to the amount management believes is more likely than not to be realized. United States income taxes are provided currently on financial statement earnings of non-U.S. subsidiaries that are expected to be repatriated. The Company determines annually the amount of undistributed non-U.S. earnings to invest indefinitely in its non-U.S. operations.

The Company recognizes a tax benefit from uncertain tax positions in the financial statements only when it is more likely than not that the position will be sustained upon examination by relevant tax authorities. The Company recognizes interest and penalties related to income tax matters in *Income tax expense*.

Refer to Note 9 — Income Taxes for further discussion.

## Earnings Per Share

Basic earnings per common share is calculated by dividing *Net income* by the weighted average number of common shares outstanding during the year. Diluted earnings per common share is calculated by adjusting weighted average outstanding shares, assuming conversion of all potentially dilutive stock options and awards.

Refer to Note 12 — Earnings Per Share for further discussion.

## Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates, including estimates relating to assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

## Recently Adopted Accounting Standards

In July 2013, the FASB issued an accounting standards update intended to provide guidance on the presentation of unrecognized tax benefits, reflecting the manner in which an entity would settle, at the reporting date, any additional income taxes that would result from the disallowance of a tax position when net operating loss carryforwards, similar tax losses or tax credit carryforwards exist. This accounting standard was effective for the Company beginning June 1, 2014 and early adoption was permitted. Management early adopted this guidance and the adoption did not have a material impact on the Company's consolidated financial position or results of operations.

In July 2012, the FASB issued an accounting standards update intended to simplify how an entity tests indefinite-lived intangible assets other than goodwill for impairment by providing entities with an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This accounting standards update was effective for the Company beginning June 1, 2013. The adoption of this standard did not have a material impact on the Company's consolidated financial position or results of operations.

In December 2011, the FASB issued guidance enhancing disclosure requirements surrounding the nature of an entity's right to offset and related arrangements associated with its financial instruments and derivative instruments. This new guidance requires companies to disclose both gross and net information about instruments and transactions eligible for offset in the statement of financial position and instruments and transactions subject to master netting arrangements. This new guidance was effective for the Company beginning June 1, 2013. As this guidance only requires expanded disclosures, the adoption had no impact on the Company's consolidated financial position or results of operations.

## Recently Issued Accounting Standards

In May 2014, the FASB issued an accounting standards update that replaces existing revenue recognition guidance. The updated guidance requires companies to recognize revenue in a way that depicts 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. In addition, the new standard requires that reporting companies disclose the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. Based on the FASB's decision in July 2015 to defer the effective date and to allow more flexibility with implementation, the Company anticipates the new standard will be effective for the Company beginning June 1, 2018. The new standard is required to be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. The Company has not yet selected a transition method and is currently evaluating the effect the guidance will have on the Consolidated Financial Statements.

## NOTE 2 — Inventories

Inventory balances of \$4,337 million and \$3,947 million at May 31, 2015 and 2014, respectively, were substantially all finished goods.

## NOTE 3 — Property, Plant and Equipment

*Property, plant and equipment, net* included the following:

(In millions)	As of May 31,	
	2015	2014
Land	\$ 273	\$ 270
Buildings	1,250	1,261
Machinery, equipment and internal-use software	3,329	3,376

Leasehold improvements	1,150	1,066
Construction in process	350	247
Total property, plant and equipment, gross	6,352	6,220
Less accumulated depreciation	3,341	3,386
<b>TOTAL PROPERTY, PLANT AND EQUIPMENT, NET</b>	<b>\$ 3,011</b>	<b>\$ 2,834</b>

Capitalized interest was not material for the years ended May 31, 2015, 2014 and 2013. The Company had \$5 million and \$74 million in capital lease obligations as of May 31, 2015 and May 31, 2014, respectively, included in machinery, equipment and internal-use software. During the fiscal year ended May 31, 2015, the Company restructured the terms of certain capital leases, which now qualify as operating leases.

## NOTE 4 — Identifiable Intangible Assets and Goodwill

*Identifiable intangible assets, net* consists of indefinite-lived trademarks, which are not subject to amortization, and acquired trademarks and other intangible assets, which are subject to amortization. At May 31, 2015 and 2014, indefinite-lived trademarks were \$281 million and \$282 million, respectively. Acquired trademarks and other intangible assets at May 31, 2015 and 2014 were \$17 million and \$39 million, respectively, and were fully amortized at the end of both periods. *Goodwill* was \$131 million at May 31, 2015 and 2014 of which \$65 million and \$64 million were included in the Converse segment in the respective periods. The remaining amounts were included in Global Brand Divisions for segment reporting purposes. There were no accumulated impairment balances for goodwill as of either period end.

## NOTE 5 — Accrued Liabilities

*Accrued liabilities* included the following:

<i>(In millions)</i>	As of May 31,	
	2015	2014
Compensation and benefits, excluding taxes	\$ 997	\$ 782
Collateral received from counterparties to hedging instruments	968	—
Endorsement compensation	388	328
Dividends payable	240	209
Import and logistics costs	207	127
Taxes other than income taxes	174	204
Fair value of derivatives	162	85
Advertising and marketing	117	133
Other <sup>(1)</sup>	698	623
<b>TOTAL ACCRUED LIABILITIES</b>	<b>\$ 3,951</b>	<b>\$ 2,491</b>

(1) *Other* consists of various accrued expenses with no individual item accounting for more than 5% of the total *Accrued liabilities* balance at May 31, 2015 and 2014.

## NOTE 6 — Fair Value Measurements

The following tables present information about the Company's financial assets and liabilities measured at fair value on a recurring basis as of May 31, 2015 and 2014 and indicate the fair value hierarchy of the valuation techniques utilized by the Company to determine such fair value. Refer to Note 1 — Summary of Significant Accounting Policies for additional detail regarding the Company's fair value measurement methodology.

As of May 31, 2015					
(In millions)	Assets at Fair Value	Cash and Cash Equivalents	Short-term Investments	Other Long-term Assets	
Cash	\$ 615	\$ 615	\$ —	\$ —	
<b>Level 1:</b>					
U.S. Treasury securities	869	225	644	—	
<b>Level 2:</b>					
Time deposits	684	684	—	—	
U.S. Agency securities	976	110	866	—	
Commercial paper and bonds	914	352	562	—	
Money market funds	1,866	1,866	—	—	
<b>Total level 2</b>	<b>4,440</b>	<b>3,012</b>	<b>1,428</b>	<b>—</b>	
<b>Level 3:</b>					
Non-marketable preferred stock	8	—	—	8	
<b>TOTAL</b>	<b>\$ 5,932</b>	<b>\$ 3,852</b>	<b>\$ 2,072</b>	<b>\$ 8</b>	

As of May 31, 2014					
(In millions)	Assets at Fair Value	Cash and Cash Equivalents	Short-term Investments	Other Long-term Assets	
Cash	\$ 780	\$ 780	\$ —	\$ —	
<b>Level 1:</b>					
U.S. Treasury securities	1,137	151	986	—	
<b>Level 2:</b>					
Time deposits	227	227	—	—	
U.S. Agency securities	1,027	25	1,002	—	
Commercial paper and bonds	959	25	934	—	
Money market funds	1,012	1,012	—	—	
<b>Total level 2</b>	<b>3,225</b>	<b>1,289</b>	<b>1,936</b>	<b>—</b>	
<b>Level 3:</b>					
Non-marketable preferred stock	7	—	—	7	
<b>TOTAL</b>	<b>\$ 5,149</b>	<b>\$ 2,220</b>	<b>\$ 2,922</b>	<b>\$ 7</b>	

The Company elects to record the gross assets and liabilities of its derivative financial instruments on the Consolidated Balance Sheets. The Company's derivative financial instruments are subject to master netting arrangements that allow for the offset of assets and liabilities in the event of default or early termination of the contract. Any amounts of cash collateral received related to these instruments associated with the Company's credit-related contingent features are recorded in *Cash and equivalents* and *Accrued liabilities*, the latter of which would further offset against the Company's derivative asset balance (refer to Note 17 — Risk Management and Derivatives). Cash collateral received related to the Company's credit related contingent features is presented in the *Cash provided by operations* component of the Consolidated Statement of Cash Flows. Any amounts of non-cash collateral received, such as securities, are not recorded on the Consolidated Balance Sheets pursuant to the accounting standards for non-cash collateral received.

The following tables present information about the Company's derivative assets and liabilities measured at fair value on a recurring basis as of May 31, 2015 and May 31, 2014, and indicate the level in the fair value hierarchy in which the Company classifies the fair value measurement.

As of May 31, 2015						
(In millions)	Derivative Assets			Derivative Liabilities		
	Assets at Fair Value	Other Current Assets	Other Long-term Assets	Liabilities at Fair Value	Accrued Liabilities	Other Long-term Liabilities
<b>Level 2:</b>						
Foreign exchange forwards and options <sup>(1)</sup>	\$ 1,554	\$ 1,034	\$ 520	\$ 164	\$ 160	\$ 4
Embedded derivatives	7	2	5	11	2	9
Interest rate swaps <sup>(2)</sup>	78	78	—	—	—	—
<b>TOTAL</b>	<b>\$ 1,639</b>	<b>\$ 1,114</b>	<b>\$ 525</b>	<b>\$ 175</b>	<b>\$ 162</b>	<b>\$ 13</b>

(1) If the foreign exchange derivative instruments had been netted in the Consolidated Balance Sheets, the asset and liability positions each would have been reduced by \$161 million as of May 31, 2015. As of that date, the Company had received \$900 million of cash collateral and \$74 million of securities from various counterparties related to these foreign exchange derivative instruments. No amount of collateral was posted on the Company's derivative liability

*balance as of May 31, 2015.*

(2) *As of May 31, 2015, the Company had received \$68 million of cash collateral related to its interest rate swaps.*

(In millions)	As of May 31, 2014					
	Derivative Assets			Derivative Liabilities		
	Assets at Fair Value	Other Current Assets	Other Long-term Assets	Liabilities at Fair Value	Accrued Liabilities	Other Long-term Liabilities
<b>Level 2:</b>						
Foreign exchange forwards and options <sup>(1)</sup>	\$ 127	\$ 101	\$ 26	\$ 85	\$ 84	\$ 1
Interest rate swaps	6	—	6	—	—	—
<b>TOTAL</b>	<b>\$ 133</b>	<b>\$ 101</b>	<b>\$ 32</b>	<b>\$ 85</b>	<b>\$ 84</b>	<b>\$ 1</b>

(1) If the foreign exchange derivative financial instruments had been netted in the Consolidated Balance Sheets, the asset and liability positions each would have been reduced by \$63 million as of May 31, 2014. No amounts of collateral were received or posted on the Company's derivative assets and liabilities as of May 31, 2014.

Available-for-sale securities comprise investments in U.S. Treasury and Agency securities, money market funds, corporate commercial paper and bonds. These securities are valued using market prices on both active markets (Level 1) and less active markets (Level 2). The gross realized gains and losses on sales of available-for-sale securities were immaterial for the fiscal years ended May 31, 2015 and 2014. Unrealized gains and losses on available-for-sale securities included in *Other comprehensive income* were immaterial as of May 31, 2015 and 2014.

The Company regularly reviews its available-for-sale securities for other-than-temporary impairment. For the years ended May 31, 2015 and 2014, the Company did not consider its securities to be other-than-temporarily impaired and accordingly, did not recognize any impairment losses.

As of May 31, 2015, the Company held \$1,808 million of available-for-sale securities with maturity dates within one year and \$264 million with maturity dates over one year and less than five years within *Short-term investments* on the Consolidated Balance Sheets.

Included in *Interest expense (income), net* was interest income related to the Company's available-for-sale securities of \$6 million, \$5 million and \$4 million for the years ended May 31, 2015, 2014 and 2013, respectively.

The Company's Level 3 assets comprise investments in certain non-marketable preferred stock. These Level 3 investments are an immaterial portion of the Company's portfolio. Changes in Level 3 investment assets were immaterial during the years ended May 31, 2015 and 2014.

Derivative financial instruments include foreign exchange forwards and options, embedded derivatives and interest rate swaps. Refer to Note 17 — Risk Management and Derivatives for additional detail.

No transfers among the levels within the fair value hierarchy occurred during the years ended May 31, 2015 or 2014.

As of May 31, 2015 and 2014, the Company had no assets or liabilities that were required to be measured at fair value on a non-recurring basis.

For fair value information regarding *Notes payable* and *Long-term debt*, refer to Note 7 — Short-Term Borrowings and Credit Lines and Note 8 — Long-Term Debt.

At May 31, 2015, the Company had \$150 million of outstanding receivables related to its investments in reverse repurchase agreements recorded within *Prepaid expenses and other current assets* on the Consolidated Balance Sheet. The carrying amount of these agreements approximates their fair value based upon observable inputs other than quoted prices (Level 2). The reverse repurchase agreements are fully collateralized.

## NOTE 7 — Short-Term Borrowings and Credit Lines

*Notes payable* and interest-bearing accounts payable to Sojitz Corporation of America ("Sojitz America") as of May 31, 2015 and 2014 are summarized below:

(Dollars in millions)	As of May 31,			
	2015		2014	
	Borrowings	Interest Rate	Borrowings	Interest Rate
<b>Notes payable:</b>				
U.S. operations	\$ —	0.00% <sup>(1)</sup>	\$ —	0.00% <sup>(1)</sup>
Non-U.S. operations	74	12.39% <sup>(1)</sup>	167	10.04% <sup>(1)</sup>
<b>TOTAL NOTES PAYABLE</b>	<b>\$ 74</b>		<b>\$ 167</b>	
<b>Interest-bearing accounts payable:</b>				
Sojitz America	\$ 78	0.98%	\$ 60	0.94%

(1) Weighted average interest rate includes non-interest bearing overdrafts.

The carrying amounts reflected in the Consolidated Balance Sheets for *Notes payable* approximate fair value.

The Company purchases through Sojitz America certain NIKE Brand products it acquires from non-U.S. suppliers. These purchases are for products sold in certain countries in the Company's Emerging Markets geographic operating segment and Canada, excluding products produced and sold in the same country. Accounts payable to Sojitz America are generally due up to 60 days after shipment of goods from the foreign port. The interest rate on such accounts payable is the 60-day London Interbank Offered Rate ("LIBOR") as of the beginning of the month of the invoice date, plus 0.75%.

As of May 31, 2015 and 2014, the Company had no amounts outstanding under its commercial paper program.



On November 1, 2011, the Company entered into a committed credit facility agreement with a syndicate of banks which provides for up to \$1 billion of borrowings with the option to increase borrowings to \$1.5 billion with lender approval. Following an extension agreement on September 17, 2013 between the Company and the syndicate of banks, the facility matures November 1, 2017. Based on the Company's current long-term senior unsecured debt ratings of AA- and A1 from Standard and Poor's Corporation and Moody's Investor Services, respectively, the interest rate charged on any outstanding borrowings would be the prevailing LIBOR plus 0.445%. The facility fee is 0.055% of the total commitment. Under this committed credit facility, the Company must maintain, among other things, certain minimum specified financial ratios with which the Company was in compliance at May 31, 2015. No amounts were outstanding under this facility as of May 31, 2015 or 2014.

## NOTE 8 — Long-Term Debt

*Long-term debt*, net of unamortized premiums and discounts and swap fair value adjustments, comprises the following:

Scheduled Maturity (Dollars and Yen in millions)	Original Principal	Interest Rate	Interest Payments	Book Value Outstanding As of May 31,	
				2015	2014
<i>Corporate Bond Payables:</i> <sup>(4)</sup>					
October 15, 2015 <sup>(1)</sup>	\$ 100	5.15%	Semi-Annually	\$ 101	\$ 108
May 1, 2023 <sup>(5)</sup>	\$ 500	2.25%	Semi-Annually	499	499
May 1, 2043 <sup>(5)</sup>	\$ 500	3.63%	Semi-Annually	499	499
<i>Promissory Notes:</i>					
April 1, 2017 <sup>(2)</sup>	\$ 40	6.20%	Monthly	39	39
January 1, 2018 <sup>(2)</sup>	\$ 19	6.79%	Monthly	19	19
<i>Japanese Yen Notes:</i>					
August 20, 2001 through November 20, 2020 <sup>(3)</sup>	¥ 9,000	2.60%	Quarterly	20	29
August 20, 2001 through November 20, 2020 <sup>(3)</sup>	¥ 4,000	2.00%	Quarterly	9	13
Total				1,186	1,206
Less current maturities				107	7
<b>TOTAL LONG-TERM DEBT</b>				<b>\$ 1,079</b>	<b>\$ 1,199</b>

(1) The Company has entered into interest rate swap agreements whereby the Company receives fixed interest payments at the same rate as the note and pays variable interest payments based on the six-month LIBOR plus a spread. The swaps have the same notional amount and maturity date as the corresponding note. At May 31, 2015, the interest rates payable on these swap agreements ranged from approximately 0.3% to 0.5%.

(2) The Company assumed a total of \$59 million in bonds payable as part of its agreement to purchase certain Corporate properties; this was treated as a non-cash financing transaction. The property serves as collateral for the debt. The purchase of these properties was accounted for as a business combination where the total consideration of \$85 million was allocated to the land and buildings acquired; no other tangible or intangible assets or liabilities resulted from the purchase. The bonds mature in 2017 and 2018 and the Company does not have the ability to re-negotiate the terms of the debt agreements and would incur significant financial penalties if the notes were paid-off prior to maturity.

(3) NIKE Logistics YK assumed a total of ¥13.0 billion in loans as part of its agreement to purchase a distribution center in Japan, which serves as collateral for the loans. These loans mature in equal quarterly installments during the period August 20, 2001 through November 20, 2020.

(4) These senior unsecured obligations rank equally with the Company's other unsecured and unsubordinated indebtedness.

(5) The bonds are redeemable at the Company's option prior to February 1, 2023 and November 1, 2042, respectively, at a price equal to the greater of (i) 100% of the aggregate principal amount of the notes to be redeemed, and (ii) the sum of the present values of the remaining scheduled payments, plus in each case, accrued and unpaid interest. Subsequent to February 1, 2023 and November 1, 2042, respectively, the bonds also feature a par call provision, which allows for the bonds to be redeemed at a price equal to 100% of the aggregate principal amount of the notes being redeemed, plus accrued and unpaid interest.

The scheduled maturity of *Long-term debt* in each of the years ending May 31, 2016 through 2020 are \$106 million, \$44 million, \$24 million, \$6 million and \$6 million, respectively, at face value.

The fair value of the Company's *Long-term debt*, including the current portion, was approximately \$1,160 million at May 31, 2015 and \$1,154 million at May 31, 2014. The fair value of *Long-term debt* is estimated based upon quoted prices of similar instruments (level 2).

## NOTE 9 — Income Taxes

*Income before income taxes* is as follows:

(In millions)	Year Ended May 31,		
	2015	2014	2013
Income before income taxes:			
United States	\$ 1,967	\$ 3,066	\$ 1,231
Foreign	2,238	478	2,025
<b>TOTAL INCOME BEFORE INCOME TAXES</b>	<b>\$ 4,205</b>	<b>\$ 3,544</b>	<b>\$ 3,256</b>



The provision for income taxes is as follows:

<i>(In millions)</i>	Year Ended May 31,		
	2015	2014	2013
Current:			
United States			
Federal	\$ 596	\$ 259	\$ 378
State	80	104	79
Foreign	369	499	442
Total	1,045	862	899
Deferred:			
United States			
Federal	(66)	19	(4)
State	(11)	(3)	(4)
Foreign	(36)	(27)	(86)
Total	(113)	(11)	(94)
<b>TOTAL INCOME TAX EXPENSE</b>	<b>\$ 932</b>	<b>\$ 851</b>	<b>\$ 805</b>

A reconciliation from the U.S. statutory federal income tax rate to the effective income tax rate is as follows:

	Year Ended May 31,		
	2015	2014	2013
Federal income tax rate	35.0 %	35.0 %	35.0 %
State taxes, net of federal benefit	0.9 %	1.8 %	1.4 %
Foreign earnings	-15.7 %	2.2 %	-11.8 %
Deferred charge	0.9 %	-14.6 %	0.0 %
Other, net	1.1 %	-0.4 %	0.1 %
<b>EFFECTIVE INCOME TAX RATE</b>	<b>22.2 %</b>	<b>24.0 %</b>	<b>24.7 %</b>

The effective tax rate from continuing operations for the year ended May 31, 2015 was 180 basis points lower than the effective tax rate from continuing operations for the year ended May 31, 2014 primarily due to the favorable resolution of audits in several jurisdictions.

The effective tax rate from continuing operations for the year ended May 31, 2014 was 70 basis points lower than the effective tax rate from continuing operations for the year ended May 31, 2013 primarily due to an increase in the amount of earnings from lower tax rate jurisdictions.

During the fourth quarter of the fiscal year ended May 31, 2014, the Company reached a resolution with the IRS on a U.S. Unilateral Advanced Pricing Agreement that covers intercompany transfer pricing for fiscal years 2011 through 2020. This agreement resulted in an increase in the effective tax rate due to a reduction in the Company's permanently reinvested foreign earnings, which was partially offset by a reduction in previously unrecognized tax benefits. It also resulted in a decrease in the effective tax rate due to the recognition of a deferred tax charge. The net result of the agreement did not have a material impact on the Company's effective income tax rate in fiscal 2014.

Deferred tax assets and (liabilities) comprise the following:

<i>(In millions)</i>	As of May 31,	
	2015	2014
Deferred tax assets:		
Allowance for doubtful accounts	\$ 11	\$ 11
Inventories	59	49
Sales return reserves	143	113
Deferred compensation	258	211
Stock-based compensation	179	162
Reserves and accrued liabilities	92	95
Net operating loss carry-forwards	10	16
Undistributed earnings of foreign subsidiaries	149	194
Other	76	51
<b>Total deferred tax assets</b>	<b>977</b>	<b>902</b>
Valuation allowance	(9)	(9)
<b>Total deferred tax assets after valuation allowance</b>	<b>968</b>	<b>893</b>
Deferred tax liabilities:		
Property, plant and equipment	(220)	(237)
Intangibles	(93)	(94)
Other	(38)	(2)
<b>Total deferred tax liability</b>	<b>(351)</b>	<b>(333)</b>
<b>NET DEFERRED TAX ASSET</b>	<b>\$ 617</b>	<b>\$ 560</b>

The following is a reconciliation of the changes in the gross balance of unrecognized tax benefits:

<i>(In millions)</i>	As of May 31,		
	2015	2014	2013
Unrecognized tax benefits, beginning of the period	\$ 506	\$ 447	\$ 285
Gross increases related to prior period tax positions <sup>(1)</sup>	32	814	77
Gross decreases related to prior period tax positions <sup>(1)</sup>	(123)	(166)	(3)
Gross increases related to current period tax positions	82	125	130
Gross decreases related to current period tax positions	(9)	(30)	(9)
Settlements <sup>(1)</sup>	(27)	(676)	—
Lapse of statute of limitations	(10)	(4)	(21)
Changes due to currency translation	(13)	(4)	(12)
<b>UNRECOGNIZED TAX BENEFITS, END OF THE PERIOD</b>	<b>\$ 438</b>	<b>\$ 506</b>	<b>\$ 447</b>

<sup>(1)</sup> During the fourth quarter of the fiscal year ended May 31, 2014, the Company reached a resolution with the IRS on a U.S. Unilateral Advanced Pricing Agreement that covers intercompany transfer pricing for fiscal years 2011 through 2020. As a result, the Company recorded a gross increase in unrecognized tax benefits related to prior period tax positions, a gross decrease in unrecognized tax benefits related to prior period tax positions and a settlement. The net impact of these items resulted in a decrease to unrecognized tax benefits.

As of May 31, 2015, total gross unrecognized tax benefits, excluding related interest and penalties, were \$438 million, \$260 million of which would affect the Company's effective tax rate if recognized in future periods.

The Company recognizes interest and penalties related to income tax matters in *Income tax expense*. The liability for payment of interest and penalties decreased \$3 million during the year ended May 31, 2015, and increased \$55 million and \$4 million during the years ended May 31, 2014 and 2013, respectively. As of May 31, 2015 and 2014, accrued interest and penalties related to uncertain tax positions were \$164 million and \$167 million, respectively (excluding federal benefit).

The Company incurs tax liabilities primarily in the United States, China and the Netherlands, as well as various state and other foreign jurisdictions. The Company is currently under audit by the U.S. Internal Revenue Service (IRS) for the 2012 through 2014 tax years. The Company has closed all U.S. federal income tax matters through fiscal 2011, with the exception of the validation of foreign tax credits utilized. As previously disclosed, the Company received a statutory notice of deficiency for fiscal 2011 proposing an increase in tax of \$31 million, subject to interest, related to the foreign tax credit matter. This notice also reported a decrease in foreign tax credit carryovers for fiscal 2010 and 2011. The Company has contested this deficiency notice by filing a petition with the U.S. Tax Court in April 2015. The Company does not expect the outcome of this matter to have a material impact on the financial statements. No payments on the assessment would be required until the dispute is definitively resolved. Based on the information currently available, the Company does not anticipate a significant increase or decrease to its unrecognized tax benefits for this matter within the next 12 months.

The Company's major foreign jurisdictions, China, the Netherlands and Brazil, have concluded substantially all income tax matters through calendar 2005, fiscal 2009 and calendar 2008, respectively. Although the timing of resolution of audits is not certain, the Company evaluates all domestic and foreign audit issues in the

aggregate, along with the expiration of applicable statutes of limitations, and estimates that it is reasonably possible the total gross unrecognized tax benefits could decrease by up to \$63 million within the next 12 months.

The Company provides for U.S. income taxes on the undistributed earnings of foreign subsidiaries unless they are considered indefinitely reinvested outside the United States. At May 31, 2015, the indefinitely reinvested earnings in foreign subsidiaries upon which United States income taxes have not been provided were approximately \$8.3 billion. If these undistributed earnings were repatriated to the United States, or if the shares of the relevant foreign subsidiaries were sold or otherwise transferred, they would generate foreign tax credits that would reduce the federal tax liability associated with the foreign dividend or the otherwise taxable transaction. Assuming a full utilization of the foreign tax credits, the potential net deferred tax liability associated with these temporary differences of undistributed earnings would be approximately \$2.7 billion at May 31, 2015.

A portion of the Company's foreign operations are benefiting from a tax holiday, which is set to expire in 2021. This tax holiday may be extended when certain conditions are met or may be terminated early if certain conditions are not met. The impact of this tax holiday decreased foreign taxes by \$174 million, \$138 million and \$108 million for the fiscal years ended May 31, 2015, 2014 and 2013, respectively. The benefit of the tax holiday on diluted earnings per common share was \$0.20, \$0.15 and \$0.12 for the fiscal years ended May 31, 2015, 2014 and 2013, respectively.

Deferred tax assets at May 31, 2015 and 2014 were reduced by a valuation allowance relating to tax benefits of certain subsidiaries with operating losses. There was no net change in the valuation allowance for the year ended May 31, 2015 compared to a net increase of \$4 million and a net decrease of \$22 million for the years ended May 31, 2014 and 2013, respectively.

The Company has available domestic and foreign loss carry-forwards of \$36 million at May 31, 2015. Such losses will expire as follows:

(In millions)	Year Ending May 31,						Total
	2016	2017	2018	2019	2020-2035	Indefinite	
Net operating losses	\$ —	\$ —	\$ 4	\$ 1	\$ 17	\$ 14	\$ 36

During the years ended May 31, 2015, 2014 and 2013, income tax benefits attributable to employee stock-based compensation transactions of \$224 million, \$135 million and \$76 million, respectively, were allocated to *Total shareholders' equity*.

## NOTE 10 — Redeemable Preferred Stock

Sojitz America is the sole owner of the Company's authorized redeemable preferred stock, \$1 par value, which is redeemable at the option of Sojitz America or the Company at par value aggregating \$0.3 million. A cumulative dividend of \$0.10 per share is payable annually on May 31 and no dividends may be declared or paid on the common stock of the Company unless dividends on the redeemable preferred stock have been declared and paid in full. There have been no changes in the redeemable preferred stock in the three years ended May 31, 2015, 2014 and 2013. As the holder of the redeemable preferred stock, Sojitz America does not have general voting rights, but does have the right to vote as a separate class on the sale of all or substantially all of the assets of the Company and its subsidiaries, on merger, consolidation, liquidation or dissolution of the Company or on the sale or assignment of the NIKE trademark for athletic footwear sold in the United States. The redeemable preferred stock has been fully issued to Sojitz America and is not blank check preferred stock. The Company's articles of incorporation do not permit the issuance of additional preferred stock.

## NOTE 11 — Common Stock and Stock-Based Compensation

The authorized number of shares of Class A Common Stock, no par value, and Class B Common Stock, no par value, are 200 million and 1,200 million, respectively. Each share of Class A Common Stock is convertible into one share of Class B Common Stock. Voting rights of Class B Common Stock are limited in certain circumstances with respect to the election of directors. There are no differences in the dividend and liquidation preferences or participation rights of the Class A and Class B common shareholders.

In 1990, the Board of Directors adopted, and the shareholders approved, the NIKE, Inc. 1990 Stock Incentive Plan (the "1990 Plan"). The 1990 Plan, as amended, provides for the issuance of up to 326 million previously unissued shares of Class B Common Stock in connection with stock options and other awards granted under the plan. The 1990 Plan authorizes the grant of non-statutory stock options, incentive stock options, stock appreciation rights, restricted stock, restricted stock units and performance-based awards. The exercise price for stock options and stock appreciation rights may not be less than the fair market value of the underlying shares on the date of grant. A committee of the Board of Directors administers the 1990 Plan. The committee has the authority to determine the employees to whom awards will be made, the amount of the awards and the other terms and conditions of the awards. Substantially all stock option grants outstanding under the 1990 Plan were granted in the first quarter of each fiscal year, vest ratably over four years and expire 10 years from the date of grant.

The following table summarizes the Company's total stock-based compensation expense recognized in *Operating overhead expense*:

(In millions)	Year Ended May 31,		
	2015	2014	2013
Stock options <sup>(1)</sup>	\$ 136	\$ 125	\$ 123
ESPPs	24	22	19
Restricted stock	31	30	32
<b>TOTAL STOCK-BASED COMPENSATION EXPENSE</b>	<b>\$ 191</b>	<b>\$ 177</b>	<b>\$ 174</b>

(1) Expense for stock options includes the expense associated with stock appreciation rights. Accelerated stock option expense is recorded for employees eligible for accelerated stock option vesting upon retirement. Accelerated stock option expense for the years ended May 31, 2015, 2014 and 2013 was \$19 million, \$15 million and \$22 million, respectively.

As of May 31, 2015, the Company had \$180 million of unrecognized compensation costs from stock options, net of estimated forfeitures, to be recognized in *Operating overhead expense* over a weighted average period of 1.9 years.

The weighted average fair value per share of the options granted during the years ended May 31, 2015 , 2014 and 2013 , as computed using the Black-Scholes pricing model, was \$16.95 , \$14.89 and \$12.71 , respectively. The weighted average assumptions used to estimate these fair values are as follows:

	Year Ended May 31,		
	2015	2014	2013
Dividend yield	1.2%	1.3%	1.5%
Expected volatility	23.6%	27.9%	35.0%
Weighted average expected life (in years)	5.8	5.3	5.3
Risk-free interest rate	1.7%	1.3%	0.6%

The Company estimates the expected volatility based on the implied volatility in market traded options on the Company's common stock with a term greater than one year, along with other factors. The weighted average expected life of options is based on an analysis of historical and expected future exercise patterns. The interest rate is based on the U.S. Treasury (constant maturity) risk-free rate in effect at the date of grant for periods corresponding with the expected term of the options.

The following summarizes the stock option transactions under the plan discussed above:

	Shares <sup>(1)</sup> (In millions)	Weighted Average Option Price
Options outstanding May 31, 2012	64.3	\$ 30.59
Exercised	(9.9)	24.70
Forfeited	(1.3)	40.14
Granted	14.6	46.55
Options outstanding May 31, 2013	67.7	\$ 34.72
Exercised	(11.0)	28.29
Forfeited	(1.3)	48.33
Granted	8.1	63.54
Options outstanding May 31, 2014	63.5	\$ 39.28
Exercised	(13.6)	30.78
Forfeited	(1.0)	59.02
Granted	9.2	77.68
Options outstanding May 31, 2015	58.1	\$ 47.00
Options exercisable at May 31,		
2013	35.9	\$ 27.70
2014	37.0	31.42
2015	34.3	36.53

(1) Includes stock appreciation rights transactions.

The weighted average contractual life remaining for options outstanding and options exercisable at May 31, 2015 was 6.0 years and 4.7 years, respectively. The aggregate intrinsic value for options outstanding and exercisable at May 31, 2015 was \$3,178 million and \$2,235 million , respectively. The aggregate intrinsic value was the amount by which the market value of the underlying stock exceeded the exercise price of the options. The total intrinsic value of the options exercised during the years ended May 31, 2015 , 2014 and 2013 was \$795 million , \$474 million and \$293 million , respectively.

In addition to the 1990 Plan, the Company gives employees the right to purchase shares at a discount to the market price under employee stock purchase plans ("ESPPs"). Employees are eligible to participate through payroll deductions of up to 10% of their compensation. At the end of each six -month offering period, shares are purchased by the participants at 85% of the lower of the fair market value at the beginning or the end of the offering period. Employees purchased 1.4 million , 1.4 million and 1.6 million shares during each of the three years ended May 31, 2015 , 2014 and 2013 , respectively.

From time to time, the Company grants restricted stock and restricted stock units to key employees under the 1990 Plan. The number of shares underlying such awards granted to employees during the years ended May 31, 2015 , 2014 and 2013 were 0.3 million , 0.3 million and 1.6 million , respectively, with weighted average values per share of \$79.38 , \$63.89 and \$46.86 , respectively. Recipients of restricted stock are entitled to cash dividends and to vote their respective shares throughout the period of restriction. Recipients of restricted stock units are entitled to dividend equivalent cash payments upon vesting. The value of all grants of restricted stock and restricted stock units was established by the market price on the date of grant. During the years ended May 31, 2015 , 2014 and 2013 , the aggregate fair value of restricted stock and restricted stock units vested was \$20 million , \$28 million and \$25 million , respectively, determined as of the date of vesting. As of May 31, 2015, the Company had \$48 million of unrecognized compensation costs from restricted stock units to be recognized in *Operating overhead expense* over a weighted average period of 1.5 years.

## NOTE 12 — Earnings Per Share

The following is a reconciliation from Basic earnings per common share to Diluted earnings per common share. The computation of Diluted earnings per common share omitted options to purchase an additional 0.1 million , 0.1 million and 0.1 million shares of common stock outstanding for the years ended May 31, 2015 , 2014 and 2013 , respectively, because the options were anti-dilutive.

(In millions, except per share data)	Year Ended May 31,		
	2015	2014	2013
Determination of shares:			
Weighted average common shares outstanding	861.7	883.4	897.3
Assumed conversion of dilutive stock options and awards	22.7	22.4	19.1
<b>DILUTED WEIGHTED AVERAGE COMMON SHARES OUTSTANDING</b>	<b>884.4</b>	<b>905.8</b>	<b>916.4</b>
Earnings per common share from continuing operations:			
Basic	\$ 3.80	\$ 3.05	\$ 2.74
Diluted	\$ 3.70	\$ 2.97	\$ 2.68
Earnings per common share from discontinued operations:			
Basic	\$ —	\$ —	\$ 0.02
Diluted	\$ —	\$ —	\$ 0.02
Basic earnings per common share for NIKE, Inc.	\$ 3.80	\$ 3.05	\$ 2.76
Diluted earnings per common share for NIKE, Inc.	\$ 3.70	\$ 2.97	\$ 2.70

## NOTE 13 — Benefit Plans

The Company has a qualified 401(k) Savings and Profit Sharing Plan to which all U.S. employees who work at least 1,000 hours in a year are able to participate. The Company matches a portion of employee contributions. Company contributions to the savings plan were \$58 million , \$51 million and \$46 million for the years ended May 31, 2015 , 2014 and 2013 , respectively, and are included in *Operating overhead expense* . The terms of the plan also allow for annual discretionary profit sharing contributions to the accounts of eligible employees by the Company as determined by the Board of Directors. Contributions of \$58 million , \$49 million and \$47 million were made to the plan and are included in *Operating overhead expense* for the years ended May 31, 2015 , 2014 and 2013 , respectively.

The Company also has a Long-Term Incentive Plan ("LTIP") that was adopted by the Board of Directors and approved by shareholders in September 1997 and later amended in fiscal 2007. The Company recognized \$68 million , \$46 million and \$50 million of *Operating overhead expense* related to cash awards under the LTIP during the years ended May 31, 2015 , 2014 and 2013 , respectively.

The Company allows certain highly compensated employees and non-employee directors of the Company to defer compensation under a nonqualified deferred compensation plan. Deferred compensation plan liabilities were \$443 million and \$390 million at May 31, 2015 and 2014 , respectively, and primarily classified as long-term in *Deferred income taxes and other liabilities* .

The Company has pension plans in various countries worldwide. The pension plans are only available to local employees and are generally government mandated. The liability related to the unfunded pension liabilities of the plans was \$98 million and \$100 million at May 31, 2015 and May 31, 2014 , respectively, which was primarily classified as long-term in *Deferred income taxes and other liabilities* .

## NOTE 14 — Accumulated Other Comprehensive Income

The changes in *Accumulated other comprehensive income* , net of tax, were as follows:

<i>(In millions)</i>	Foreign Currency Translation Adjustment <sup>(1)</sup>	Cash Flow Hedges	Net Investment Hedges <sup>(1)</sup>	Other	Total
<b>Balance at May 31, 2014</b>	<b>\$ 9</b>	<b>\$ 32</b>	<b>\$ 95</b>	<b>\$ (51)</b>	<b>\$ 85</b>
Other comprehensive gains (losses) before reclassifications <sup>(2)</sup>	(20)	1,447	—	33	1,460
Reclassifications to net income of previously deferred (gains) losses <sup>(3)</sup>	—	(259)	—	(40)	(299)
Other comprehensive income (loss)	(20)	1,188	—	(7)	1,161
<b>Balance at May 31, 2015</b>	<b>\$ (11)</b>	<b>\$ 1,220</b>	<b>\$ 95</b>	<b>\$ (58)</b>	<b>\$ 1,246</b>

(1) The accumulated foreign currency translation adjustment and net investment hedge gains/losses related to an investment in a foreign subsidiary are reclassified to Net income upon sale or upon complete or substantially complete liquidation of the respective entity.

(2) Net of tax benefit (expense) of \$ 0 million , \$ (33) million , \$ 0 million , \$ 0 million and \$ (33) million , respectively.

(3) Net of tax (benefit) expense of \$ 0 million , \$ 2 million , \$ 0 million , \$ 0 million and \$ 2 million , respectively.

<i>(In millions)</i>	Foreign Currency Translation Adjustment <sup>(1)</sup>	Cash Flow Hedges	Net Investment Hedges <sup>(1)</sup>	Other	Total
<b>Balance at May 31, 2013</b>	\$ 41	\$ 193	\$ 95	\$ (55)	\$ 274
Other comprehensive gains (losses) before reclassifications <sup>(2)</sup>	(32)	(134)	—	—	(166)
Reclassifications to net income of previously deferred (gains) losses <sup>(3)</sup>	—	(27)	—	4	(23)
Other comprehensive income (loss)	(32)	(161)	—	4	(189)
<b>Balance at May 31, 2014</b>	\$ 9	\$ 32	\$ 95	\$ (51)	\$ 85

(1) The accumulated foreign currency translation adjustment and net investment hedge gains/losses related to an investment in a foreign subsidiary are reclassified to Net income upon sale or upon complete or substantially complete liquidation of the respective entity.

(2) Net of tax benefit (expense) of \$ 0 million, \$ 9 million, \$ 0 million, \$ 0 million and \$ 9 million, respectively.

(3) Net of tax (benefit) expense of \$ 0 million, \$ 9 million, \$ 0 million, \$ 0 million and \$ 9 million respectively.

The following table summarizes the reclassifications from Accumulated other comprehensive income to the Consolidated Statements of Income:

<i>(In millions)</i>	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Income into Income		Location of Gain (Loss) Reclassified from Accumulated Other Comprehensive Income into Income
	Year Ended May 31,		
	2015	2014	
Gains (losses) on cash flow hedges:			
Foreign exchange forwards and options	\$ (95)	\$ 14	Revenues
Foreign exchange forwards and options	220	12	Cost of sales
Foreign exchange forwards and options	—	—	Total selling and administrative expense
Foreign exchange forwards and options	136	10	Other (income) expense, net
Total before tax	261	36	
Tax expense	(2)	(9)	
<b>Gain, net of tax</b>	<b>259</b>	<b>27</b>	
Gains (losses) on other	40	(4)	Other (income) expense, net
Total before tax	40	(4)	
Tax expense	—	—	
<b>Gain (loss), net of tax</b>	<b>40</b>	<b>(4)</b>	
<b>Total net gain reclassified for the period</b>	<b>\$ 299</b>	<b>\$ 23</b>	

Refer to Note 17 — Risk Management and Derivatives for more information on the Company's risk management program and derivatives.

## NOTE 15 — Discontinued Operations

During the year ended May 31, 2013, the Company divested of Umbro and Cole Haan, allowing it to focus its resources on driving growth in the NIKE, Jordan, Converse and Hurley brands.

On February 1, 2013, the Company completed the sale of Cole Haan to Apax Partners for an agreed upon purchase price of \$570 million and received at closing \$561 million, net of \$9 million of purchase price adjustments. The transaction resulted in a gain on sale of \$231 million, net of \$137 million in *Income tax expense*; this gain is included in the *Net income from discontinued operations* line item on the Consolidated Statements of Income. There were no adjustments to these recorded amounts as of May 31, 2015. Beginning November 30, 2012, the Company classified the Cole Haan disposal group as held-for-sale and presented the results of Cole Haan's operations in the *Net income from discontinued operations* line item on the Consolidated Statements of Income. From this date until the sale, the assets and liabilities of Cole Haan were recorded in the *Assets of discontinued operations* and *Liabilities of discontinued operations* line items on the Consolidated Balance Sheets, respectively. Previously, these amounts were reported in the Company's operating segment presentation as "Other Businesses."

Under the sale agreement, the Company agreed to provide certain transition services to Cole Haan for an expected period of 3 to 9 months from the date of sale. These services were essentially complete as of May 31, 2013 and the Company has had no significant involvement with Cole Haan beyond the transition services. The Company has also licensed NIKE proprietary Air and Lunar technologies to Cole Haan for a transition period. The continuing cash flows related to these items are not significant to Cole Haan. Additionally, preexisting guarantees of certain Cole Haan lease payments remained in place after the sale; the maximum exposure under the guarantees is \$ 23 million at May 31, 2015. The fair value of the guarantees is not material.

On November 30, 2012, the Company completed the sale of certain assets of Umbro to Iconix Brand Group (“Iconix”) for \$ 225 million . The Umbro disposal group was classified as held-for-sale as of November 30, 2012 and the results of Umbro's operations are presented in the *Net income from discontinued operations* line item on the Consolidated Statements of Income. The liabilities of Umbro were recorded in the *Liabilities of discontinued operations* line items on the Consolidated Balance Sheets. Previously, these amounts were reported in the Company's operating segment presentation as “Other Businesses.” Upon meeting the held-for-sale criteria, the Company recorded a loss of \$ 107 million , net of tax, on the sale of Umbro and the loss is included in the *Net income from discontinued operations* line item on the Consolidated Statements of Income. The loss on sale was calculated as the net sales price less Umbro assets of \$ 248 million , including intangibles, goodwill and fixed assets, other miscellaneous charges of \$ 22 million and the release of the associated cumulative translation adjustment of \$ 129 million . The tax benefit on the loss was \$ 67 million . There were no adjustments to these recorded amounts as of May 31, 2015 .

Summarized results of the Company's discontinued operations are as follows:

(In millions)	Year Ended May 31,		
	2015	2014	2013
Revenues	\$ —	\$ —	\$ 523
Income before income taxes	—	—	108
Income tax expense	—	—	87
<b>NET INCOME FROM DISCONTINUED OPERATIONS</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 21</b>

There were no assets or liabilities of discontinued operations as of May 31, 2015 and May 31, 2014 .

## NOTE 16 — Commitments and Contingencies

The Company leases space for certain of its offices, warehouses and retail stores under leases expiring from 1 to 19 years after May 31, 2015 . Rent expense was \$594 million , \$533 million and \$482 million for the years ended May 31, 2015 , 2014 and 2013 , respectively. Amounts of minimum future annual commitments under non-cancelable operating and capital leases are as follows (in millions):

	2016	2017	2018	2019	2020	Thereafter	Total
Operating leases	\$ 447	\$ 423	\$ 371	\$ 311	\$ 268	\$ 1,154	\$ 2,974
Capital leases	\$ 2	\$ 2	\$ 1	\$ —	\$ —	\$ —	\$ 5

As of May 31, 2015 and 2014 , the Company had letters of credit outstanding totaling \$165 million and \$135 million , respectively. These letters of credit were generally issued for the purchase of inventory and guarantees of the Company's performance under certain self-insurance and other programs.

In connection with various contracts and agreements, the Company provides routine indemnification relating to the enforceability of intellectual property rights, coverage for legal issues that arise and other items where the Company is acting as the guarantor. Currently, the Company has several such agreements in place. However, based on the Company's historical experience and the estimated probability of future loss, the Company has determined that the fair value of such indemnification is not material to the Company's financial position or results of operations.

In the ordinary course of its business, the Company is involved in various legal proceedings involving contractual and employment relationships, product liability claims, trademark rights and a variety of other matters. While the Company cannot predict the outcome of its pending legal matters with certainty, the Company does not believe any currently identified claim, proceeding or litigation, either individually or in aggregate, will have a material impact on the Company's results of operations, financial position or cash flows.

## NOTE 17 — Risk Management and Derivatives

The Company is exposed to global market risks, including the effect of changes in foreign currency exchange rates and interest rates, and uses derivatives to manage financial exposures that occur in the normal course of business. The Company does not hold or issue derivatives for trading or speculative purposes.

The Company may elect to designate certain derivatives as hedging instruments under the accounting standards for derivatives and hedging. The Company formally documents all relationships between designated hedging instruments and hedged items as well as its risk management objectives and strategies for undertaking hedge transactions. This process includes linking all derivatives designated as hedges to either recognized assets or liabilities or forecasted transactions.

The majority of derivatives outstanding as of May 31, 2015 are designated as foreign currency cash flow hedges primarily for Euro/U.S. Dollar, British Pound/Euro and Japanese Yen/U.S. Dollar currency pairs . All derivatives are recognized on the Consolidated Balance Sheets at fair value and classified based on the instrument's maturity date.

The following table presents the fair values of derivative instruments included within the Consolidated Balance Sheets as of May 31, 2015 and 2014 :

(In millions)	Asset Derivatives			Liability Derivatives		
	Balance Sheet Location	2015	2014	Balance Sheet Location	2015	2014
Derivatives formally designated as hedging instruments:						
Foreign exchange forwards and options	Prepaid expenses and other current assets	\$ 825	\$ 76	Accrued liabilities	\$ 140	\$ 57
Interest rate swaps	Prepaid expenses and other current assets	78	—	Accrued liabilities	—	—
Foreign exchange forwards and options	Deferred income taxes and other assets	520	26	Deferred income taxes and other liabilities	4	1
Interest rate swaps	Deferred income taxes and other assets	—	6	Deferred income taxes and other liabilities	—	—
Total derivatives formally designated as hedging instruments		1,423	108		144	58
Derivatives not designated as hedging instruments:						
Foreign exchange forwards and options	Prepaid expenses and other current assets	209	25	Accrued liabilities	20	27
Embedded derivatives	Prepaid expenses and other current assets	2	—	Accrued liabilities	2	—
Embedded derivatives	Deferred income taxes and other assets	5	—	Deferred income taxes and other liabilities	9	—
Total derivatives not designated as hedging instruments		216	25		31	27
<b>TOTAL DERIVATIVES</b>		<b>\$ 1,639</b>	<b>\$ 133</b>		<b>\$ 175</b>	<b>\$ 85</b>

The following tables present the amounts affecting the Consolidated Statements of Income for years ended May 31, 2015, 2014 and 2013 :

(In millions)	Amount of Gain (Loss) Recognized in Other Comprehensive Income on Derivatives <sup>(1)</sup>			Amount of Gain (Loss) Reclassified From Accumulated Other Comprehensive Income into Income <sup>(1)</sup>				
	Year Ended May 31,			Location of Gain (Loss) Reclassified From Accumulated Other Comprehensive Income Into Income <sup>(1)</sup>	Year Ended May 31,			
	2015	2014	2013		2015	2014	2013	
Derivatives designated as cash flow hedges:								
Foreign exchange forwards and options	\$ (202)	\$ (48)	\$ 42	Revenues	\$ (95)	\$ 14	\$ (19)	
Foreign exchange forwards and options	1,109	(78)	67	Cost of sales	220	12	113	
Foreign exchange forwards and options	—	4	(3)	Total selling and administrative expense	—	—	2	
Foreign exchange forwards and options	497	(21)	33	Other (income) expense, net	136	10	9	
Interest rate swaps	76	—	—	Interest expense (income), net	—	—	—	
Total designated cash flow hedges		\$ 1,480	\$ (143)	\$ 139		\$ 261	\$ 36	\$ 105
Derivatives designated as net investment hedges:								
Foreign exchange forwards and options	\$ —	\$ —	\$ —	Other (income) expense, net	\$ —	\$ —	\$ —	

(1) For the years ended May 31, 2015, 2014 and 2013, the amounts recorded in Other (income) expense, net as a result of hedge ineffectiveness and the discontinuance of cash flow hedges because the forecasted transactions were no longer probable of occurring were immaterial.

(In millions)	Amount of Gain (Loss) Recognized in Income on Derivatives			Location of Gain (Loss) Recognized in Income on Derivatives
	Year Ended May 31,			
	2015	2014	2013	
Derivatives designated as fair value hedges:				
Interest rate swaps <sup>(1)</sup>	\$ 5	\$ 5	\$ 5	Interest expense (income), net
Derivatives not designated as hedging instruments:				
Foreign exchange forwards and options	\$ 611	\$ (75)	\$ 51	Other (income) expense, net
Embedded derivatives	\$ (1)	\$ (1)	\$ (4)	Other (income) expense, net

(1) All interest rate swaps designated as fair value hedges meet the shortcut method requirements under the accounting standards for derivatives and hedging. Accordingly, changes in the fair values of the interest rate swaps are considered to exactly offset changes in the fair value of the underlying long-term debt. Refer to "Fair Value Hedges" in this note for additional detail.

Refer to Note 6 — Fair Value Measurements for a description of how the above financial instruments are valued and Note 14 — Accumulated Other Comprehensive Income and the Consolidated Statements of Shareholders' Equity for additional information on changes in *Other comprehensive income* for the years ended May 31, 2015, 2014 and 2013.

## Cash Flow Hedges

The purpose of the Company's foreign exchange risk management program is to lessen both the positive and negative effects of currency fluctuations on the Company's consolidated results of operations, financial position and cash flows. Foreign currency exposures that the Company may elect to hedge in this manner include product cost exposures, non-functional currency denominated external and intercompany revenues, selling and administrative expenses, investments in U.S. Dollar-denominated available-for-sale debt securities and certain other intercompany transactions.

Product cost exposures are primarily generated through non-functional currency denominated product purchases and the foreign currency adjustment program described below. NIKE entities primarily purchase products in two ways: (1) Certain NIKE entities, including those supporting the Company's North America, Greater China, Japan and European geographies, purchase product from the NIKE Trading Company ("NTC"), a wholly owned sourcing hub that buys NIKE branded products from third party factories, predominantly in U.S. Dollars. The NTC, whose functional currency is the U.S. Dollar, then sells the products to NIKE entities in their respective functional currencies. When the NTC sells to a NIKE entity with a different functional currency, the result is a foreign currency exposure for the NTC. (2) Other NIKE entities purchase product directly from third party factories in U.S. Dollars. These purchases generate a foreign currency exposure for those NIKE entities with a functional currency other than the U.S. Dollar.

The Company operates a foreign currency adjustment program with certain factories. The program is designed to more effectively manage foreign currency risk by assuming certain of the factories' foreign currency exposures, some of which are natural offsets to the Company's existing foreign currency exposures. Under this program, the Company's payments to these factories are adjusted for rate fluctuations in the basket of currencies ("factory currency exposure index") in which the labor, materials and overhead costs incurred by the factories in the production of NIKE branded products ("factory input costs") are denominated. For the portion of the indices denominated in the local or functional currency of the factory, the Company may elect to place formally designated cash flow hedges. For all currencies within the indices, excluding the U.S. Dollar and the local or functional currency of the factory, an embedded derivative contract is created upon the factory's acceptance of NIKE's purchase order. Embedded derivative contracts are separated from the related purchase order, and their accounting treatment is described further below.

The Company's policy permits the utilization of derivatives to reduce its foreign currency exposures where internal netting or other strategies cannot be effectively employed. Typically the Company may enter into hedge contracts starting up to 12 to 24 months in advance of the forecasted transaction and may place incremental hedges up to 100% of the exposure by the time the forecasted transaction occurs. The total notional amount of outstanding foreign currency derivatives designated as cash flow hedges was \$14.4 billion as of May 31, 2015.

During the year ended May 31, 2015, the Company entered into a series of forward-starting interest rate swap agreements with a total notional amount of \$1 billion. These instruments were designated as cash flow hedges of the variability in the expected cash outflows of interest payments on future debt due to changes in benchmark interest rates.

All changes in fair value of derivatives designated as cash flow hedges, excluding any ineffective portion, are recorded in *Other comprehensive income* until *Net income* is affected by the variability of cash flows of the hedged transaction. In most cases, amounts recorded in *Other comprehensive income* will be released to *Net income* in periods following the maturity of the related derivative, rather than at maturity. Effective hedge results are classified within the Consolidated Statements of Income in the same manner as the underlying exposure, with the results of hedges of non-functional currency denominated revenues and product cost exposures, excluding embedded derivatives as described below, recorded in *Revenues* or *Cost of sales*, when the underlying hedged transaction affects consolidated *Net income*. Results of hedges of selling and administrative expense are recorded together with those costs when the related expense is recorded. Amounts recorded in *Other comprehensive income* related to forward-starting interest rate swaps will be released through *Interest expense (income), net* over the term of the issued debt. Results of hedges of anticipated purchases and sales of U.S. Dollar-denominated available-for-sale securities are recorded in *Other (income) expense, net* when the securities are sold. Results of hedges of certain anticipated intercompany transactions are recorded in *Other (income) expense, net* when the transaction occurs. The Company classifies the cash flows at settlement from these designated cash flow hedge derivatives in the same category as the cash flows from the related hedged items, primarily within the *Cash provided by operations* component of the Consolidated Statements of Cash Flows.

Premiums paid on options are initially recorded as deferred charges. The Company assesses the effectiveness of options based on the total cash flows method and records total changes in the options' fair value to *Other comprehensive income* to the degree they are effective.

The Company formally assesses, both at a hedge's inception and on an ongoing basis, whether the derivatives that are used in the hedging transaction have been highly effective in offsetting changes in the cash flows of hedged items and whether those derivatives may be expected to remain highly effective in future periods. Effectiveness for cash flow hedges is assessed based on changes in forward rates. Ineffectiveness was immaterial for the years ended May 31, 2015, 2014 and 2013.



The Company discontinues hedge accounting prospectively when: (1) it determines that the derivative is no longer highly effective in offsetting changes in the cash flows of a hedged item (including hedged items such as firm commitments or forecasted transactions); (2) the derivative expires or is sold, terminated or exercised; (3) it is no longer probable that the forecasted transaction will occur; or (4) management determines that designating the derivative as a hedging instrument is no longer appropriate.

When the Company discontinues hedge accounting because it is no longer probable that the forecasted transaction will occur in the originally expected period, but is expected to occur within an additional two-month period of time thereafter, the gain or loss on the derivative remains in *Accumulated other comprehensive income* and is reclassified to *Net income* when the forecasted transaction affects consolidated *Net income*. However, if it is probable that a forecasted transaction will not occur by the end of the originally specified time period or within an additional two-month period of time thereafter, the gains and losses that were accumulated in *Other comprehensive income* will be recognized immediately in *Other (income) expense, net*. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the Company will carry the derivative at its fair value on the Consolidated Balance Sheets, recognizing future changes in the fair value in *Other (income) expense, net*. For the years ended May 31, 2015, 2014 and 2013, the amounts recorded in *Other (income) expense, net* as a result of the discontinuance of cash flow hedging because the forecasted transaction was no longer probable of occurring were immaterial.

As of May 31, 2015, \$685 million of deferred net gains (net of tax) on both outstanding and matured derivatives accumulated in *Other comprehensive income* are expected to be reclassified to *Net income* during the next 12 months concurrent with the underlying hedged transactions also being recorded in *Net income*. Actual amounts ultimately reclassified to *Net income* are dependent on the exchange rates in effect when derivative contracts that are currently outstanding mature. As of May 31, 2015, the maximum term over which the Company is hedging exposures to the variability of cash flows for its forecasted transactions was 36 months.

## Fair Value Hedges

The Company is also exposed to the risk of changes in the fair value of certain fixed-rate debt attributable to changes in interest rates. Derivatives currently used by the Company to hedge this risk are receive-fixed, pay-variable interest rate swaps. All interest rate swaps designated as fair value hedges of the related long-term debt meet the shortcut method requirements under the accounting standards for derivatives and hedging. Accordingly, changes in the fair values of the interest rate swaps are considered to exactly offset changes in the fair value of the underlying long-term debt. The cash flows associated with the Company's fair value hedges are periodic interest payments while the swaps are outstanding, which are reflected within the *Cash provided by operations* component of the Consolidated Statements of Cash Flows. The Company recorded no ineffectiveness from its interest rate swaps designated as fair value hedges for the years ended May 31, 2015, 2014 or 2013. As of May 31, 2015, interest rate swaps designated as fair value hedges had a total notional amount of \$100 million.

## Net Investment Hedges

The Company has, in the past, hedged and may, in the future, hedge the risk of variability in foreign-currency-denominated net investments in wholly-owned international operations. All changes in fair value of the derivatives designated as net investment hedges, except ineffective portions, are reported as a component of *Other comprehensive income* along with the foreign currency translation adjustments on those investments. The Company classifies the cash flows at settlement of its net investment hedges within the *Cash used by investing activities* component of the Consolidated Statement of Cash Flows. The Company assesses hedge effectiveness based on changes in forward rates. The Company recorded no ineffectiveness from its net investment hedges for the years ended May 31, 2015, 2014 or 2013. The Company had no outstanding net investment hedges as of May 31, 2015.

## Undesignated Derivative Instruments

The Company may elect to enter into foreign exchange forwards to mitigate the change in fair value of specific assets and liabilities on the balance sheet and/or the embedded derivative contracts explained below. These forwards are not designated as hedging instruments under the accounting standards for derivatives and hedging. Accordingly, these undesignated instruments are recorded at fair value as a derivative asset or liability on the Consolidated Balance Sheets with their corresponding change in fair value recognized in *Other (income) expense, net*, together with the re-measurement gain or loss from the hedged balance sheet position or embedded derivative contract. The Company classifies the cash flows at settlement from undesignated instruments within the *Cash provided by operations* component of the Consolidated Statements of Cash Flows. The total notional amount of outstanding undesignated derivative instruments was \$4.4 billion as of May 31, 2015.

## Embedded Derivatives

As part of the foreign currency adjustment program described above, an embedded derivative contract is created upon the factory's acceptance of NIKE's purchase order for currencies within the factory currency exposure indices that are neither the U.S. Dollar nor the local or functional currency of the factory. Embedded derivative contracts are treated as foreign currency forward contracts that are bifurcated from the related purchase order and recorded at fair value as a derivative asset or liability on the Consolidated Balance Sheets with their corresponding change in fair value recognized in *Other (income) expense, net*, from the date a purchase order is accepted by a factory through the date the purchase price is no longer subject to foreign currency fluctuations.

In addition, the Company has entered into certain other contractual agreements which have payments that are indexed to currencies that are not the functional currency of either substantial party to the contracts. These payment terms expose NIKE to variability in foreign exchange rates and create embedded derivative contracts that must be bifurcated from the related contract and recorded at fair value as derivative assets or liabilities on the Consolidated Balance Sheets with their corresponding changes in fair value recognized in *Other (income) expense, net* until each payment is settled.

At May 31, 2015, the notional amount of all embedded derivatives outstanding was approximately \$205 million.

## Credit Risk

The Company is exposed to credit-related losses in the event of nonperformance by counterparties to hedging instruments. The counterparties to all derivative transactions are major financial institutions with investment grade credit ratings. However, this does not eliminate the Company's

exposure to credit risk with these institutions. This credit risk is limited to the unrealized gains in such contracts should any of these counterparties fail to perform as contracted. To manage this risk, the Company has established strict counterparty credit guidelines that are continually monitored.

The Company's derivative contracts contain credit risk related contingent features designed to protect against significant deterioration in counterparties' creditworthiness and their ultimate ability to settle outstanding derivative contracts in the normal course of business. The Company's bilateral credit related contingent features generally require the owing entity, either the Company or the derivative counterparty, to post collateral for the portion of the fair value in excess of \$50 million should the fair value of outstanding derivatives per counterparty be greater than \$50 million. Additionally, a certain level of decline in credit rating of either the Company or the counterparty could also trigger collateral requirements. As of May 31, 2015, the Company was in compliance with all credit risk related contingent features and had derivative instruments with credit risk related contingent features in a net liability position of \$4 million. Accordingly, the Company was not required to post any collateral as a result of these contingent features. Further, as of May 31, 2015, the Company had received \$968 million of cash collateral and \$74 million of securities from various counterparties to its derivative contracts (refer to Note 6 — Fair Value Measurements). Given the considerations described above, the Company considers the impact of the risk of counterparty default to be immaterial.

## **NOTE 18 — Operating Segments and Related Information**

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The Company's operating segments are evidence of the structure of the Company's internal organization. The NIKE Brand segments are defined by geographic regions for operations participating in NIKE Brand sales activity.

Each NIKE Brand geographic segment operates predominantly in one industry: the design, development, marketing and selling of athletic footwear, apparel and equipment. The Company's reportable operating segments for the NIKE Brand are: North America, Western Europe, Central & Eastern Europe, Greater China, Japan and Emerging Markets, and include results for the NIKE, Jordan and Hurley brands. The Company's NIKE Brand Direct to Consumer operations are managed within each geographic operating segment. Converse is also a reportable segment for NIKE, Inc., and operates in one industry: the design, marketing, licensing and selling of casual sneakers, apparel and accessories.

Global Brand Divisions is included within the NIKE Brand for presentation purposes to align with the way management views the Company. Global Brand Divisions primarily represent NIKE Brand licensing businesses that are not part of a geographic operating segment, and demand creation, operating overhead and product creation and design expenses that are centrally managed for the NIKE Brand.

Corporate consists largely of unallocated general and administrative expenses, including expenses associated with centrally managed departments; depreciation and amortization related to the Company's headquarters; unallocated insurance, benefit and compensation programs, including stock-based compensation; and certain foreign currency gains and losses, including certain hedge gains and losses.

The primary financial measure used by the Company to evaluate performance of individual operating segments is earnings before interest and taxes (commonly referred to as "EBIT"), which represents *Net income before Interest expense (income), net and Income tax expense* in the Consolidated Statements of Income. Reconciling items for EBIT represent corporate expense items that are not allocated to the operating segments for management reporting.

As part of the Company's centrally managed foreign exchange risk management program, standard foreign currency rates are assigned twice per year to each NIKE Brand entity in the Company's geographic operating segments and to Converse. These rates are set approximately nine months in advance of the future selling season based on average market spot rates in the calendar month preceding the date they are established. *Inventories* and *Cost of sales* for geographic operating segments and Converse reflect use of these standard rates to record non-functional currency product purchases in the entity's functional currency. Differences between assigned standard foreign currency rates and actual market rates are included in Corporate, together with foreign currency hedge gains and losses generated from the Company's centrally managed foreign exchange risk management program and other conversion gains and losses.

*Accounts receivable, net*, *Inventories* and *Property, plant and equipment, net* for operating segments are regularly reviewed by management and are therefore provided below. Additions to long-lived assets as presented in the following table represent capital expenditures.

Certain prior year amounts have been reclassified to conform to fiscal 2015 presentation.

<i>(In millions)</i>	Year Ended May 31,		
	2015	2014	2013
<b>REVENUES</b>			
North America	\$ 13,740	\$ 12,299	\$ 11,158
Western Europe	5,709	4,979	4,193
Central & Eastern Europe	1,417	1,387	1,229
Greater China	3,067	2,602	2,478
Japan	755	771	876
Emerging Markets	3,898	3,949	3,832
Global Brand Divisions	115	125	115
Total NIKE Brand	28,701	26,112	23,881
Converse	1,982	1,684	1,449
Corporate	(82)	3	(17)
<b>TOTAL NIKE CONSOLIDATED REVENUES</b>	<b>\$ 30,601</b>	<b>\$ 27,799</b>	<b>\$ 25,313</b>
<b>EARNINGS BEFORE INTEREST AND TAXES</b>			
North America	\$ 3,645	\$ 3,077	\$ 2,639
Western Europe	1,277	855	643
Central & Eastern Europe	247	279	234
Greater China	993	816	813
Japan	100	131	139
Emerging Markets	818	952	985
Global Brand Divisions	(2,263)	(1,993)	(1,716)
Total NIKE Brand	4,817	4,117	3,737
Converse	517	496	425
Corporate	(1,101)	(1,036)	(909)
Total NIKE Consolidated Earnings Before Interest and Taxes	4,233	3,577	3,253
Interest expense (income), net	28	33	(3)
<b>TOTAL NIKE CONSOLIDATED EARNINGS BEFORE TAXES</b>	<b>\$ 4,205</b>	<b>\$ 3,544</b>	<b>\$ 3,256</b>
<b>ADDITIONS TO LONG-LIVED ASSETS</b>			
North America	\$ 208	\$ 240	\$ 132
Western Europe	216	120	75
Central & Eastern Europe	20	19	22
Greater China	69	63	52
Japan	15	9	7
Emerging Markets	37	55	50
Global Brand Divisions	225	225	270
Total NIKE Brand	790	731	608
Converse	69	30	20
Corporate	144	161	153
<b>TOTAL ADDITIONS TO LONG-LIVED ASSETS</b>	<b>\$ 1,003</b>	<b>\$ 922</b>	<b>\$ 781</b>
<b>DEPRECIATION</b>			
North America	\$ 121	\$ 109	\$ 92
Western Europe	75	71	68
Central & Eastern Europe	12	11	9
Greater China	46	38	32
Japan	22	19	22
Emerging Markets	27	25	20
Global Brand Divisions	210	175	122
Total NIKE Brand	513	448	365
Converse	18	16	15
Corporate	75	54	38

TOTAL DEPRECIATION

\$ 606 \$ 518 \$ 418

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<i>(In millions)</i>	<b>As of May 31,</b>	
	<b>2015</b>	<b>2014</b>
<b>ACCOUNTS RECEIVABLE, NET</b>		
North America	\$ 1,737	\$ 1,505
Western Europe	344	341
Central & Eastern Europe	242	280
Greater China	84	68
Japan	134	162
Emerging Markets	461	819
Global Brand Divisions	88	71
Total NIKE Brand	3,090	3,246
Converse	258	171
Corporate	10	17
<b>TOTAL ACCOUNTS RECEIVABLE, NET</b>	<b>\$ 3,358</b>	<b>\$ 3,434</b>
<b>INVENTORIES</b>		
North America	\$ 2,207	\$ 1,758
Western Europe	699	711
Central & Eastern Europe	169	271
Greater China	249	221
Japan	94	94
Emerging Markets	528	633
Global Brand Divisions	32	18
Total NIKE Brand	3,978	3,706
Converse	237	261
Corporate	122	(20)
<b>TOTAL INVENTORIES</b>	<b>\$ 4,337</b>	<b>\$ 3,947</b>
<b>PROPERTY, PLANT AND EQUIPMENT, NET</b>		
North America	\$ 632	\$ 545
Western Europe	451	384
Central & Eastern Europe	47	51
Greater China	254	232
Japan	205	258
Emerging Markets	103	115
Global Brand Divisions	484	537
Total NIKE Brand	2,176	2,122
Converse	122	70
Corporate	713	642
<b>TOTAL PROPERTY, PLANT AND EQUIPMENT, NET</b>	<b>\$ 3,011</b>	<b>\$ 2,834</b>

## Revenues by Major Product Lines

Revenues to external customers for NIKE Brand products are attributable to sales of footwear, apparel and equipment. Other revenues to external customers consist primarily of sales by Converse.

<i>(In millions)</i>	<b>Year Ended May 31,</b>		
	<b>2015</b>	<b>2014</b>	<b>2013</b>
Footwear	\$ 18,318	\$ 16,208	\$ 14,635
Apparel	8,636	8,109	7,491
Equipment	1,632	1,670	1,640
Other	2,015	1,812	1,547
<b>TOTAL NIKE CONSOLIDATED REVENUES</b>	<b>\$ 30,601</b>	<b>\$ 27,799</b>	<b>\$ 25,313</b>



## Revenues and Long-Lived Assets by Geographic Area

After allocation of revenues for Global Brand Divisions, Converse and Corporate to geographical areas based on the location where the sales originated, revenues by geographical area are essentially the same as reported above under operating segments with the exception of the United States. Revenues derived in the United States were \$14,180 million, \$12,711 million and \$11,385 million for the years ended May 31, 2015, 2014 and 2013, respectively. The Company's largest concentrations of long-lived assets primarily consist of the Company's world headquarters and distribution facilities in the United States and distribution facilities in Japan, Belgium and China. Long-lived assets attributable to operations in the United States, which are primarily composed of net property, plant & equipment, were \$1,877 million and \$1,652 million at May 31, 2015 and 2014, respectively. Long-lived assets attributable to operations in Japan were \$205 million and \$258 million at May 31, 2015 and 2014, respectively. Long-lived assets attributable to operations in Belgium were \$234 million and \$175 million at May 31, 2015 and 2014, respectively. Long-lived assets attributable to operations in China were \$267 million and \$234 million at May 31, 2015 and 2014, respectively.

## Major Customers

No customer accounted for 10% or more of the Company's net revenues during the years ended May 31, 2015, 2014 and 2013.

## ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

There has been no change of accountants nor any disagreements with accountants on any matter of accounting principles or practices or financial statement disclosure required to be reported under this Item.

## ITEM 9A. Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

We carry out a variety of ongoing procedures, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, to evaluate the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of May 31, 2015.

"Management's Annual Report on Internal Control Over Financial Reporting" is included in Item 8 of this Report.

We have commenced several transformation initiatives to centralize and simplify our business processes and systems. These are long-term initiatives, which we believe will enhance our internal control over financial reporting due to increased automation and further integration of related processes. We will continue to monitor our internal control over financial reporting for effectiveness throughout the transformation.

There have not been any other changes in our internal control over financial reporting during our most recent fiscal quarter that have materially affected, or are reasonable likely to materially affect, our internal control over financial reporting.

## ITEM 9B. Other Information

No disclosure is required under this Item.

## **PART III**

### **ITEM 10. Directors, Executive Officers and Corporate Governance**

The information required by Item 401 of Regulation S-K regarding directors is included under “Election of Directors” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference. The information required by Item 401 of Regulation S-K regarding executive officers is included under “Executive Officers of the Registrant” in Item 1 of this Report. The information required by Item 405 of Regulation S-K is included under “Election of Directors — Section 16(a) Beneficial Ownership Reporting Compliance” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference. The information required by Item 406 of Regulation S-K is included under “Corporate Governance — Code of Business Conduct and Ethics” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference. The information required by Items 407(d)(4) and (d)(5) of Regulation S-K regarding the Audit Committee of the Board of Directors is included under “Corporate Governance — Board Committees” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference.

### **ITEM 11. Executive Compensation**

The information required by Items 402, 407(e)(4) and 407(e)(5) of Regulation S-K regarding executive compensation is included under “Election of Directors — Director Compensation for Fiscal 2015,” “Compensation Discussion and Analysis,” “Executive Compensation,” “Election of Directors — Compensation Committee Interlocks and Insider Participation,” and “Compensation Committee Report” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference.

### **ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by Item 201(d) of Regulation S-K is included under “Executive Compensation — Equity Compensation Plans” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference. The information required by Item 403 of Regulation S-K is included under “Election of Directors — Stock Holdings of Certain Owners and Management” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference.

### **ITEM 13. Certain Relationships and Related Transactions and Director Independence**

The information required by Items 404 and 407(a) of Regulation S-K is included under “Election of Directors — Transactions with Related Persons” and “Corporate Governance — Director Independence” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference.

### **ITEM 14. Principal Accountant Fees and Services**

The information required by Item 9(e) of Schedule 14A is included under “Ratification Of Independent Registered Public Accounting Firm” in the definitive Proxy Statement for our 2015 Annual Meeting of Shareholders and is incorporated herein by reference.

# PART IV

## ITEM 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this report:

	Form 10-K Page No.
<b>1. Financial Statements:</b>	
Report of Independent Registered Public Accounting Firm	45
Consolidated Statements of Income for each of the three years ended May 31, 2015, May 31, 2014 and May 31, 2013	46
Consolidated Statements of Comprehensive Income for each of the three years ended May 31, 2015, May 31, 2014 and May 31, 2013	47
Consolidated Balance Sheets at May 31, 2015 and May 31, 2014	48
Consolidated Statements of Cash Flows for each of the three years ended May 31, 2015, May 31, 2014 and May 31, 2013	49
Consolidated Statements of Shareholders' Equity for each of the three years ended May 31, 2015, May 31, 2014 and May 31, 2013	50
Notes to Consolidated Financial Statements	51
<b>2. Financial Statement Schedule:</b>	
II — Valuation and Qualifying Accounts	78
<b>All other schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.</b>	
<b>3. Exhibits:</b>	
3.1	Restated Articles of Incorporation, as amended (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2012).
3.2	Third Restated Bylaws, as amended (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed June 21, 2013).
4.1	Restated Articles of Incorporation, as amended (see Exhibit 3.1).
4.2	Third Restated Bylaws, as amended (see Exhibit 3.2).
10.1	Form of Non-Statutory Stock Option Agreement for options granted to non-employee directors prior to May 31, 2010 under the 1990 Stock Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed June 21, 2005).*
10.2	Form of Non-Statutory Stock Option Agreement for options granted to non-employee directors after May 31, 2010 under the 1990 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2010).*
10.3	Form of Non-Statutory Stock Option Agreement for options granted to executives prior to May 31, 2010 under the 1990 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2009).*
10.4	Form of Restricted Stock Agreement for non-employee directors under the 1990 Stock Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2014).*
10.5	Form of Non-Statutory Stock Option Agreement for options granted to executives after May 31, 2010 under the Stock Incentive Plan.*
10.6	Form of Indemnity Agreement entered into between the Company and each of its officers and directors (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2008).*
10.7	NIKE Inc. 1990 Stock Incentive Plan (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2008).*

ended May 31, 2014).\*

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|-------|---|
| 10.8  | NIKE, Inc. Executive Performance Sharing Plan (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2012).*  |
| 10.9  | NIKE, Inc. Long-Term Incentive Plan.*   |
| 10.10 | NIKE, Inc. Deferred Compensation Plan (Amended and Restated effective April 1, 2013) (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2013).* |

10.11	NIKE, Inc. Deferred Compensation Plan (Amended and Restated effective June 1, 2004) (applicable to amounts deferred before January 1, 2005) (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2004).*
10.12	Amendment No. 1 effective January 1, 2008 to the NIKE, Inc. Deferred Compensation Plan (June 1, 2004 Restatement) (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2009).*
10.13	NIKE, Inc. Foreign Subsidiary Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2008).*
10.14	Amended and Restated Covenant Not To Compete and Non-Disclosure Agreement between NIKE, Inc. and Mark G. Parker dated July 24, 2008 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed July 24, 2008).*
10.15	Form of Restricted Stock Agreement under the Stock Incentive Plan for awards after May 31, 2010.*
10.16	Form of Restricted Stock Unit Agreement under the Stock Incentive Plan.*
10.17	Covenant Not to Compete and Non-Disclosure Agreement between NIKE, Inc. and Donald W. Blair dated November 10, 1999 (incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2006).*
10.18	Covenant Not to Compete and Non-Disclosure Agreement between NIKE, Inc. and Eric D. Sprunk dated April 18, 2001 (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2010).*
10.19	Covenant Not to Compete and Non-Disclosure Agreement between NIKE, Inc. and Trevor A. Edwards dated November 14, 2002 (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2008).*
10.20	Covenant Not to Compete and Non-Disclosure Agreement between NIKE, Inc. and Jeanne Jackson dated March 4, 2009 (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2014).*
10.21	Policy for Recoupment of Incentive Compensation (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed July 20, 2010).*
10.22	Credit Agreement dated as of November 1, 2011 among NIKE, Inc., Bank of America, N.A., individually and as Agent and the other banks party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed November 2, 2011).
12.1	Computation of Ratio of Earnings to Fixed Charges.
21	Subsidiaries of the Registrant.
23	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm (included within this Annual Report on Form 10-K).
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer.
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer.
32	Section 1350 Certifications.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Document
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

\* *Management contract or compensatory plan or arrangement.*

The Exhibits filed herewith do not include certain instruments with respect to long-term debt of NIKE and its subsidiaries, inasmuch as the total amount of debt authorized under any such instrument does not exceed 10 percent of the total assets of NIKE and its subsidiaries on a consolidated basis. NIKE agrees, pursuant to Item 601(b)(4)(iii) of Regulation S-K, that it will furnish a copy of any such instrument to the SEC upon request.

Upon written request to Investor Relations, NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005-6453, NIKE will furnish shareholders with a copy of any Exhibit upon payment of \$0.10 per page, which represents our reasonable expenses in furnishing Exhibits.

## SCHEDULE II — Valuation and Qualifying Accounts

<i>(In millions)</i>	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts <sup>(1)</sup>	Write-Offs, Net	Balance at End of Period
<b>Sales returns reserve</b>					
For the year ended May 31, 2013	\$ 173	\$ 538	\$ 1	\$ (471)	\$ 241
For the year ended May 31, 2014	241	619	(3)	(549)	308
For the year ended May 31, 2015	308	726	(35)	(620)	379
<b>Allowance for doubtful accounts <sup>(2)</sup></b>					
For the year ended May 31, 2013	\$ 91	\$ 31	\$ 1	\$ (19)	\$ 104
For the year ended May 31, 2014	104	13	(2)	(37)	78
For the year ended May 31, 2015	78	35	(15)	(20)	78

(1) Amounts included in this column primarily relate to foreign currency translation.

(2) Includes both current and non-current portions of the allowance for doubtful accounts. The non-current portion is included in Deferred income taxes and other assets on the Consolidated Balance Sheets.

## Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-188072) and Form S-8 (Nos. 033-63995, 333-63581, 333-63583, 333-68864, 333-68886, 333-71660, 333-104822, 333-117059, 333-133360, 333-164248, 333-171647 and 333-173727) of NIKE, Inc. of our report dated July 23, 2015 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

**/s/ PRICEWATERHOUSECOOPERS LLP**

Portland, Oregon

July 23, 2015

# Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**NIKE, INC.**

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By: */s/ MARK G. PARKER*  
**Mark G. Parker**  
*Chief Executive Officer and President*

Date: July 23, 2015

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Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<b>PRINCIPAL EXECUTIVE OFFICER AND DIRECTOR:</b>		
<i>/s/ MARK G. PARKER</i> <b>Mark G. Parker</b>	<i>Director, Chief Executive Officer and President</i>	July 23, 2015
<b>PRINCIPAL FINANCIAL OFFICER:</b>		
<i>/s/ DONALD W. BLAIR</i> <b>Donald W. Blair</b>	<i>Chief Financial Officer</i>	July 23, 2015
<b>PRINCIPAL ACCOUNTING OFFICER:</b>		
<i>/s/ BERNARD F. PLISKA</i> <b>Bernard F. Pliska</b>	<i>Corporate Controller</i>	July 23, 2015
<b>DIRECTORS:</b>		
<i>/s/ PHILIP H. KNIGHT</i> <b>Philip H. Knight</b>	<i>Director, Chairman of the Board</i>	July 23, 2015
<i>/s/ ELIZABETH J. COMSTOCK</i> <b>Elizabeth J. Comstock</b>	<i>Director</i>	July 23, 2015
<i>/s/ JOHN G. CONNORS</i> <b>John G. Connors</b>	<i>Director</i>	July 23, 2015
<i>/s/ TIMOTHY D. COOK</i> <b>Timothy D. Cook</b>	<i>Director</i>	July 23, 2015
<i>/s/ JOHN J. DONAHOE II</i> <b>John J. Donahoe II</b>	<i>Director</i>	July 23, 2015
<i>/s/ ALAN B. GRAF, JR.</i> <b>Alan B. Graf, Jr.</b>	<i>Director</i>	July 23, 2015
<i>/s/ DOUGLAS G. HOUSER</i> <b>Douglas G. Houser</b>	<i>Director</i>	July 23, 2015
<i>/s/ TRAVIS A. KNIGHT</i> <b>Travis A. Knight</b>	<i>Director</i>	July 23, 2015
<i>/s/ JOHN C. LECHLEITER</i> <b>John C. Lechleiter</b>	<i>Director</i>	July 23, 2015
<i>/s/ MICHELLE A. PELUSO</i> <b>Michelle A. Peluso</b>	<i>Director</i>	July 23, 2015
<i>/s/ JOHNATHAN A. RODGERS</i> <b>Johnathan A. Rodgers</b>	<i>Director</i>	July 23, 2015
<i>/s/ ORIN C. SMITH</i> <b>Orin C. Smith</b>	<i>Director</i>	July 23, 2015
<i>/s/ JOHN R. THOMPSON, JR.</i> <b>John R. Thompson, Jr.</b>	<i>Director</i>	July 23, 2015
<i>/s/ PHYLLIS M. WISE</i> <b>Phyllis M. Wise</b>	<i>Director</i>	July 23, 2015

**NIKE, INC.**

**STOCK INCENTIVE PLAN**

**NON-STATUTORY STOCK OPTION AGREEMENT**

Pursuant to the Stock Incentive Plan (the "Plan") of NIKE, Inc., an Oregon corporation (the "Company"), the Company grants to \_\_\_\_\_ (the "Optionee") the right and the option (the "Option") to purchase all or any part of \_\_\_\_\_ of the Company's Class B Common Stock at a purchase price of \$\_\_\_\_\_ per share, subject to the terms and conditions of this agreement between the Company and the Optionee (this "Agreement"). By accepting this Option grant, the Optionee agrees to all of the terms and conditions of the Option grant. The terms and conditions of the Option grant set forth in the attached Exhibit A and in the attached Appendix For Non-U.S. Optionees are incorporated into and made a part of this Agreement. Capitalized terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

1. **Grant Date; Expiration Date.** The Grant Date for this Option is \_\_\_\_\_. The Option shall continue in effect until \_\_\_\_\_ (the "Expiration Date") unless earlier terminated as provided in Sections 1 or 6 of Exhibit A. The Option shall not be exercisable on or after the Expiration Date.

2. **Vesting of Option.** The Vesting Reference Date of this Option is \_\_\_\_\_. Until it expires or is terminated as provided in Sections 1 or 6 of Exhibit A, the Option may be exercised from time to time to purchase whole shares as to which it has become exercisable. The Option shall become exercisable for 25% of the shares on each of the first four anniversaries of the Vesting Reference Date, so that the Option will be fully exercisable on the fourth anniversary of the Vesting Reference Date.

3. **Non-Statutory Stock Option.** The Company hereby designates the Option to be a non-statutory stock option, rather than an Incentive Stock Option as defined in Section 422 of the United States Internal Revenue Code of 1986, as amended.

NIKE, Inc.

By:   
Mark G. Parker,  
Chief Executive Officer

**NIKE, INC.**

**EXHIBIT A TO**

**STOCK INCENTIVE PLAN**

**NON-STATUTORY STOCK OPTION AGREEMENT**

1. **Termination of Employment or Service.**

1.1 **General Rule.** Except as provided in this Section 1 or in Section 6.2, the Option may not be exercised unless at the time of exercise the Optionee is employed by or in the service of the Company and shall have been so employed or provided such service continuously since the Grant Date. For purposes

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of this Agreement, the Optionee is considered to be employed by or in the service of the Company if the Optionee is employed by or in the service of the Company or any parent or subsidiary corporation of the Company (an “Employer”).

**1.2 Termination Generally.** If the Optionee’s employment or service with the Company terminates for any reason other than total disability, death, normal retirement or early retirement as provided in Sections 1.3, 1.4, 1.5 or 1.6, or cause or good reason in connection with a change in control as provided in Section 6.2, the Option may be exercised at any time before the Expiration Date or the expiration of three months after the date of termination, whichever is the shorter period, but only if and to the extent the Optionee was entitled to exercise the Option at the date of termination.

**1.3 Termination Because of Total Disability.** If the Optionee’s employment or service with the Company terminates because of total disability, the Option shall, following the receipt and processing by the Company’s legal department of any necessary and appropriate documentation in connection with the Optionee’s termination (the “Processing Period”), become exercisable in full and may be exercised at any time before the Expiration Date or before the date that is four years after the date of termination, whichever is the shorter period. The term “total disability” means a medically determinable mental or physical impairment that is expected to result in death or has lasted or is expected to last for a continuous period of 12 months or more and that, in the opinion of the Company and two independent physicians, causes the Optionee to be unable to perform duties as an employee, director, officer or consultant of the Employer and unable to be engaged in any substantial gainful activity. Total disability shall be deemed to have occurred on the first day after the two independent physicians have furnished their written opinion of total disability to the Company and the Company has reached an opinion of total disability.

**1.4 Termination Because of Death.** If the Optionee dies while employed by or in the service of the Company, the Option shall, following the Processing Period, become exercisable in full and may be exercised at any time before the Expiration Date or before the date that is four years after the date of death, whichever is the shorter period, but only by the person or persons to whom the Optionee’s rights under the Option shall pass by the Optionee’s will or by the laws of descent and distribution of the state or country of domicile at the time of death.

**1.5 Termination Because of Normal Retirement.** Subject to Section 6.2, if the Optionee’s employment or service with the Company terminates because of the Optionee’s normal retirement before the first anniversary of the Vesting Reference Date, the Option shall immediately terminate. If the Optionee’s employment or service with the Company terminates because of the Optionee’s normal retirement on or after the first anniversary of the Vesting Reference Date, the Option shall, following the Processing Period, become exercisable in full and may be exercised at any time before the Expiration Date or before the expiration of four years after the date of termination, whichever is the shorter period. For purposes of this Section 1.5, the term “normal retirement” means a termination of employment or service other than as a result of death or total disability that occurs at a time when (a) the Optionee’s age is at least 60 years, and (b) the Optionee has been employed by or in the service of the Company or a parent or subsidiary corporation of the Company for at least five full years.

**1.6 Termination Because of Early Retirement .** Subject to Section 6.2, if the Optionee’s employment or service with the Company terminates because of the Optionee’s early retirement before the first anniversary of the Vesting Reference Date, the Option shall immediately terminate. If the Optionee’s employment or service with the Company terminates because of the Optionee’s early retirement on or after the first anniversary of the Vesting Reference Date, the Option shall continue to become exercisable according to the schedule specified in this Agreement with no forfeiture of any portion of the Option resulting from such termination, and the Option may be exercised at any time before the Expiration Date or before the

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expiration of four years after the date of termination, whichever is the shorter period. For purposes of this Section 1.6, the term “early retirement” means a termination of employment or service other than as a result of death or total disability that occurs at a time when (a) the Optionee’s age is at least 55 years and less than 60 years, and (b) the Optionee has been employed by or in the service of the Company or a parent or subsidiary corporation of the Company for at least five full years.

1.7 **Absence on Leave.** Absence on leave or on account of illness or disability under rules established by the committee of the Board of Directors of the Company appointed to administer the Plan (the “Committee”) shall not be deemed an interruption of employment or service.

1.8 **Failure to Exercise Option.** To the extent that following termination of employment or service, the Option is not exercised within the applicable periods described above or in Section 6.2, all further rights to purchase shares pursuant to the Option shall cease and terminate.

2. **Method of Exercise of Option.** The Option may be exercised only by notice in writing from the Optionee to the Company, *or a broker designated by the Company*, of the Optionee’s binding commitment to purchase shares, specifying the number of shares the Optionee desires to purchase under the Option and the date on which the Optionee agrees to complete the transaction and, if required to comply with the Securities Act of 1933, containing a representation that it is the Optionee’s intention to acquire the shares for investment and not with a view to distribution (*the “Exercise Notice”*). On or before the date specified for completion of the purchase, the Optionee must pay the Company the full purchase price of those shares by *either of, or a combination of, the following methods at the election of the Optionee: (a) cash payment by wire transfer; or (b) delivery of an Exercise Notice, together with irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds required to pay the full purchase price*. Unless the Committee determines otherwise, no shares shall be issued upon exercise of an Option until full payment for the shares has been made, including all amounts owed for tax withholding *as discussed in Section 4 below*.

3. **Nontransferability.** The Option is nonassignable and nontransferable by the Optionee, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the Optionee’s domicile at the time of death, and during the Optionee’s lifetime, the Option is exercisable only by the Optionee.

4. **Responsibility for Taxes.** The Optionee shall, immediately upon notification of the amount due, if any, pay to the Company by wire transfer, or irrevocably instruct a broker to pay from stock sales proceeds, amounts necessary to satisfy any applicable federal, state and local tax withholding requirements. If additional withholding is or becomes required (as a result of exercise of the Option or as a result of disposition of shares acquired pursuant to exercise of the Option) beyond any amount deposited before delivery of the certificates, the Optionee shall pay such amount to the Company, by wire transfer, on demand. If the Optionee fails to pay the amount demanded, the Company or the Employer may withhold that amount from other amounts payable to the Optionee, including salary, subject to applicable law.

5. **Changes in Capital Structure.** If the outstanding shares of Common Stock of the Company are hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any recapitalization, reclassification, stock split, combination of shares or dividend payable in shares, appropriate adjustment shall be made by the Committee in the number and kind of shares subject to the Option, and the purchase price for shares subject to the Option, so that the Optionee’s proportionate interest before and after the occurrence of the event is maintained. Notwithstanding the foregoing, the Committee shall have no obligation to effect any adjustment that would or might result in the issuance of fractional shares, and any fractional shares resulting from any adjustment may be disregarded

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or provided for in any manner determined by the Committee. Any such adjustments made by the Committee shall be conclusive.

## 6. **Sale of the Company; Change in Control.**

6.1 **Sale of the Company** . If there shall occur a merger, consolidation or plan of exchange involving the Company pursuant to which the outstanding shares of Common Stock of the Company are converted into cash or other stock, securities or property, or a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Company, then either:

6.1.1 the Option shall be converted into an option to acquire stock of the surviving or acquiring corporation in the applicable transaction for a total purchase price equal to the total price applicable to the unexercised portion of the Option, and with the amount and type of shares subject thereto and purchase price per share thereof to be conclusively determined by the Committee, taking into account the relative values of the companies involved in the applicable transaction and the exchange rate, if any, used in determining shares of the surviving corporation to be held by the former holders of the Company's Class B Common Stock following the applicable transaction, and disregarding fractional shares; or

6.1.2 the Option will become exercisable in full effective as of the consummation of such transaction, and the Committee shall approve some arrangement by which the Optionee shall have a reasonable opportunity to exercise the Option effective as of the consummation of such transaction or otherwise realize the value of the Option, as determined by the Committee. If the Option is not exercised in accordance with procedures approved by the Committee, the Option shall terminate (notwithstanding any provisions apparently to the contrary in this Agreement).

6.2 **Change in Control** . If Section 6.1.2 does not apply, the Option shall, following a reasonable Processing Period, become exercisable in full and may be exercised at any time before the Expiration Date or before the date that is four years after the date of termination of employment or service, whichever is the shorter period, if a Change in Control (as defined below) occurs and at any time after the earlier of Shareholder Approval (as defined below), if any, or the Change in Control and on or before the second anniversary of the Change in Control, (i) the Optionee's employment or service is terminated by the Company (or its successor) without Cause (as defined below), or (ii) the Optionee's employment or service is terminated by the Optionee for Good Reason (as defined below).

6.2.1 For purposes of this Agreement, a "**Change in Control**" of the Company shall mean the occurrence of any of the following events:

(a) At any time during a period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company ("Incumbent Directors") shall cease for any reason to constitute at least a majority thereof; provided, however, that the term "Incumbent Director" shall also include each new director elected during such two-year period whose nomination or election was approved by two-thirds of the Incumbent Directors then in office;

(b) At any time that the holders of the Class A Common Stock of the Company have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open

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market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the then outstanding Class A Common Stock of the Company;

(c) At any time after such time as the holders of the Class A Common Stock of the Company cease to have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company ordinarily having the right to vote for the election of directors (“Voting Securities”) representing thirty percent (30%) or more of the combined voting power of the then outstanding Voting Securities;

(d) A consolidation, merger or plan of exchange involving the Company (“Merger”) as a result of which the holders of outstanding Voting Securities immediately prior to the Merger do not continue to hold at least fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the surviving corporation or a parent corporation of the surviving corporation immediately after the Merger, disregarding any Voting Securities issued to or retained by such holders in respect of securities of any other party to the Merger; or

(e) A sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

6.2.2 For purposes of this Agreement, “ **Shareholder Approval** ” shall mean approval by the shareholders of the Company of a transaction, the consummation of which would be a Change in Control.

6.2.3 For purposes of this Agreement, “ **Cause** ” shall mean (a) the willful and continued failure to perform substantially the Optionee’s reasonably assigned duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness) after a demand for substantial performance is delivered to the Optionee by the Company which specifically identifies the manner in which the Company believes that the Optionee has not substantially performed the Optionee’s duties, or (b) the willful engagement in illegal conduct which is materially and demonstrably injurious to the Company. No act, or failure to act, shall be considered “willful” if the Optionee reasonably believed that the action or omission was in, or not opposed to, the best interests of the Company.

6.2.4 For purposes of this Agreement, “ **Good Reason** ” shall mean:

(a) the assignment of a different title, job or responsibilities that results in a decrease in the level of responsibility of the Optionee after Shareholder Approval, if applicable, or the Change in Control when compared to the Optionee’s level of responsibility for the Company’s operations prior to Shareholder Approval, if applicable, or the Change in Control; provided that Good Reason shall not exist if the Optionee continues to have the same or a greater general level of responsibility for Company operations after the Change in Control as the Optionee had prior to the Change in Control even if the Company operations are a subsidiary or division of the surviving company;

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(b) a reduction in the Optionee's base pay as in effect immediately prior to Shareholder Approval, if applicable, or the Change in Control;

(c) a material reduction in total benefits available to the Optionee under cash incentive, stock incentive and other employee benefit plans after Shareholder Approval, if applicable, or the Change in Control compared to the total package of such benefits as in effect prior to Shareholder Approval, if applicable, or the Change in Control; or

(d) the Optionee is required to be based more than fifty (50) miles from where the Optionee's office is located immediately prior to Shareholder Approval, if applicable, or the Change in Control except for required travel on company business to an extent substantially consistent with the business travel obligations which the Optionee undertook on behalf of the Company prior to Shareholder Approval, if applicable, or the Change in Control.

## 7. **Clawback and Termination .**

7.1. **General .** Notwithstanding any other provision herein, the Optionee acknowledges and agrees that the Option and any shares or other amount or property that may be issued, delivered or paid in respect of the Option, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, "clawback" or similar provisions of applicable law, as well as the NIKE, Inc. Policy for Recoupment of Incentive Compensation as approved by the Board of Directors and the Committee and in effect at the time of grant or such other policy for "clawback" or "recoupment" of incentive compensation as may subsequently be approved from time to time by the Board of Directors or the Committee.

In addition, the Company may require the Optionee to deliver or otherwise repay to the Company the Option and any shares or other amount or property that may be issued, delivered or paid in respect of the Option, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, if the Company reasonably determines that one or more of the following has occurred:

(a) during the period of the Optionee's employment or service with the Company or the Employer (the "Employment Period") or at any time thereafter, the Optionee has committed or engaged in a breach of confidentiality, or an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information of the Company or any of its subsidiaries or otherwise has breached any employee invention and secrecy agreement or similar agreement with the Company or any of its subsidiaries; or

(b) during the Employment Period or at any time thereafter, the Optionee has committed or engaged in an act of theft, embezzlement or fraud, breached any covenant not to compete and non-solicitation or non-disclosure agreement or similar agreement with the Company or any of its subsidiaries, or materially breached any other agreement to which the Optionee is a party with the Company or any of its subsidiaries.

7.2. **Termination of Option .** Notwithstanding any provisions in this Agreement, the Option shall immediately terminate and be forfeited if, during the Employment Period, and for one (1) year thereafter (the "Restriction Period"), the Optionee, directly or indirectly, owns, manages, controls or participates in the ownership, management or control of, or becomes employed by, consults for or becomes connected in any manner with, any business engaged anywhere in the world in the athletic footwear, athletic

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apparel or sports equipment, sports electronics/technology and sports accessories business or any other business that directly competes with the then-current existing or reasonably anticipated business of the Company or any of its parent, subsidiaries or affiliated corporations (a “Competitor”). The Company has the option, in its sole discretion, to elect to waive all or a portion of the Restriction Period or to limit the definition of Competitor.

8. **Conditions on Obligations.** The Company shall not be obligated to issue shares of Class B Common Stock upon exercise of the Option if the Company is advised by its legal counsel that such issuance would violate applicable foreign, state or federal laws, including securities laws or exchange control regulations.

9. **No Right to Employment or Service.** Nothing in the Plan or this Agreement shall (a) confer upon the Optionee any right to be continued in the employment of an Employer or interfere in any way with the Employer’s right to terminate the Optionee’s employment at will at any time, for any reason, with or without cause, or to decrease the Optionee’s compensation or benefits, or (b) confer upon the Optionee any right to be retained or employed by the Employer or to the continuation, extension, renewal or modification of any compensation, contract or arrangement with or by the Employer. The determination of whether to grant any option under the Plan is made by the Company in its sole discretion. The grant of the Option shall not confer upon the Optionee any right to receive any additional option or other award under the Plan or otherwise.

10. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee’s participation in the Plan, or the Optionee’s acquisition or sale of the underlying shares of Class B Common Stock. The Optionee is hereby advised to consult with the Optionee’s own personal tax, legal and financial advisors regarding the Optionee’s participation in the Plan before taking any action related to the Plan.

11. **Successors of Company.** This Agreement shall be binding upon and shall inure to the benefit of any successor of the Company but, except as provided herein, the Option may not be assigned or otherwise transferred by the Optionee.

12. **Rights as a Shareholder.** The Optionee shall have no rights as a shareholder with respect to any shares of Class B Common Stock until the date the Optionee becomes the holder of record of those shares. No adjustment shall be made for dividends or other rights for which the record date occurs before the date the Optionee becomes the holder of record.

13. **Amendments.** The Company may at any time amend this Agreement to extend the expiration periods provided in Sections 1 or 6.2 or to increase the portion of the Option that is exercisable. Otherwise, this Agreement may not be amended without the written consent of the Optionee and the Company.

14. **Committee Determinations.** The Optionee agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee or other administrator of the Plan as to the provisions of the Plan or this Agreement or any questions arising thereunder.

15. **Governing Law; Attorneys’ Fees.** The Option grant and the provisions of this Agreement are governed by, and subject to, the laws of the State of Oregon. For purposes of litigating any dispute that arises under this grant or the Agreement, the parties hereby submit to and consent to the jurisdiction of, and agree that such litigation shall be conducted, in the courts of Washington County, Oregon or the United States District Court for the District of Oregon, where this grant is made and/or to be performed. In the event either

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party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

16. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

18. **Appendix .** Notwithstanding any provisions in this Agreement, if the Optionee is a resident of any country other than the United States on the Grant Date, the Option grant shall be subject to the special terms and conditions set forth in the Appendix to this Agreement, including additional terms for all non-U.S. optionees and additional terms for the Optionee's country. Moreover, if the Optionee relocates outside of the United States to one of the countries included in the Appendix, or from one such country to another such country, the special terms and conditions for all non-U.S. optionees and for such country will apply to the Optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

19. **Imposition of Other Requirements .** The Company reserves the right to impose other requirements upon the Optionee's participation in the Plan, on the Option and on any shares of Class B Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. **Complete Agreement.** This Agreement, including the Appendix, constitutes the entire agreement between the Optionee and the Company, both oral and written concerning the matters addressed herein, *except with regard to the imposition of other requirements as described under Section 19 above*, and all prior agreements or representations concerning the matters addressed herein, whether written or oral, express or implied, are terminated and of no further effect.

APP-37

**NIKE, INC.**

**APPENDIX FOR NON-U.S. OPTIONEES**

**STOCK INCENTIVE PLAN**

**NON-STATUTORY STOCK OPTION AGREEMENT**

This Appendix includes additional terms and conditions that govern Options for Optionees residing and/or working outside of the United States and in one of the countries listed herein. Capitalized terms not

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explicitly defined in this Appendix but defined in the Agreement shall have the same definitions as in the Agreement.

This Appendix also includes information regarding certain issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of June 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time that the Optionee exercises the Option or sells shares of Class B Common Stock acquired upon exercise of the Option.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation, and the Company is not in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in the Optionee's country may apply to a particular situation.

Further, if the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working and/or residing, transfers employment after the Option is granted or is considered resident of another country for local law purposes, the information contained herein may not be applicable to the Optionee in the same manner, and the Company shall determine, in its sole discretion, to what extent the additional terms and conditions included herein shall apply to the Optionee.

Finally, the Company may, at any time and at its own discretion, restrict the available methods of exercising the Option/paying the purchase price or direct the repatriation of the proceeds of the sale of shares of Class B Common Stock acquired upon exercise of the Option if it deems it advisable for legal or administrative reasons.

#### **ADDITIONAL TERMS FOR ALL NON-U.S. OPTIONEES**

The following additional terms and conditions apply to the Option if the Optionee is a resident of any country other than the United States. Country-specific terms and conditions that apply to the Option if the Optionee is a resident of the particular country begin on page APP-7.

1. **Termination of Employment.** Pursuant to Section 1 of Exhibit A to the Agreement, unless otherwise expressly provided for in the Agreement, in the event of termination of the Optionee's employment or service, the Optionee's right to vest in the Option, if any, will terminate on the date of termination, and the Optionee's right to exercise the Option after termination of employment or service, if any, will be measured by the date of termination (except if termination is due to total disability or death, in which case the exercisability period starts following the Processing Period); provided, however, that the Company may determine, in its sole discretion, that, regardless of the reason of the Optionee's termination (whether or not in breach of local laws and whether or not later found to be invalid), vesting will cease on and the Optionee's right to exercise the Option will be measured by the date of termination of active employment or service, which will not be extended by any notice period mandated under local law ( *e.g.* , active employment or service would not include a period of "garden leave" or similar period pursuant to local law).

2. **Responsibility for Taxes.** This provision replaces Section 4 of Exhibit A to the Agreement.

Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee or deemed by the Company or the Employer to be an appropriate charge to the Optionee even if technically due by the Company or the

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Employer (“Tax-Related Items”), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Optionee’s responsibility and may exceed the amount actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of shares of Class B Common Stock upon exercise of the Option, the subsequent sale of shares of Class B Common Stock acquired pursuant to such issuance and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Optionee’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee has become subject to tax in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Optionee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (1) withholding from the Optionee’s wages or other cash compensation paid to the Optionee by the Company and/or the Employer;
- (2) withholding from proceeds of the sale of shares of Class B Common Stock acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee’s behalf pursuant to this authorization); or
- (3) withholding in shares to be issued upon exercise of the Option.

Notwithstanding the above, if the Optionee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold in shares to be issued upon exercise of the Option, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Optionee may elect the form of withholding from the alternatives above.

To avoid negative accounting treatment Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Optionee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares, for tax purposes, the Optionee is deemed to have been issued the full number of shares subject to the exercised Option, notwithstanding that a number of the shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Optionee’s participation in the Plan.

Finally, the Optionee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Optionee’s participation in the Plan that are not, in the discretion of the Company or the Employer, satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Class B Common Stock, if the Optionee fails to comply with the Optionee’s obligations in connection with the Tax-Related Items.

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3. **Nature of Grant.** In accepting this Option grant, the Optionee understands, acknowledges and agrees that:

3.1 the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

3.2 the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past;

3.3 all decisions with respect to future Option grants, if any, will be at the sole discretion of the Company;

3.4 the Optionee is voluntarily participating in the Plan;

3.5 the Option and the shares of Class B Common Stock subject to the Option, and the income and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Optionee's employment contract, if any;

3.6 the Option and the shares of Class B Common Stock subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;

3.7 the Option and the shares of Class B Common Stock subject to the Option, and the income and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any subsidiary or affiliate of the Company;

3.8 the Option grant and the Optionee's participation in the Plan will not be interpreted to form an employment contract or relationship with the Company or any subsidiary or affiliate of the Company;

3.9 unless otherwise agreed with the Company, the Option and the shares of Class B Common Stock subject to the Option, and the income and value of same, are not granted for, or in connection with, any service the Optionee may provide as a director of any parent, subsidiary or affiliate of the Company;

3.10 the future value of the underlying shares of Class B Common Stock is unknown and cannot be predicted with certainty;

3.11 if the underlying shares of Class B Common Stock do not increase in value, the Option will have no value;

3.12 if the Optionee exercises the Option and obtains shares of Class B Common Stock, the value of the shares of Class B Common Stock acquired upon exercise may increase or decrease in value, even below the purchase price;

3.13 no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of the Optionee's employment or service with the Company or the Employer (for any reason whatsoever and whether or not in breach of local labor laws and whether or not later found to be invalid) and in consideration of the grant of the Option to which the Optionee is not otherwise entitled,

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the Optionee irrevocably agrees never to institute any claim against the Company, the Employer and any subsidiary or affiliate of the Company and waives his or her ability, if any, to bring any such claim, and releases the Company, the Employer and any subsidiary or affiliate of the Company from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then by participating in the Plan, the Optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal of withdrawal or such claims; and

3.13 neither the Company, the Employer nor any other parent, subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to the Optionee pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

4. ***Data Privacy. The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that the Company and the Employer may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all Options or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.***

***The Optionee understands that Data will be transferred to E\*Trade Corporate Financial Services, Inc., or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country ( e.g. , the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting the Optionee's local human resources representative. The Optionee authorizes the Company, E\*Trade Corporate Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Option or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing the Optionee's consent may affect the Optionee's ability to***

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*participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that the Optionee may contact the Optionee's local human resources representative.*

5. **Language** . If the Optionee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

6. **Exception to Retirement Provisions** . If the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the country of Optionee's residence that would likely result in the favorable retirement treatment under Sections 1.5 and 1.6 of Exhibit A being deemed unlawful and/or discriminatory, then the Company will not apply Sections 1.5 and 1.6 of Exhibit A at the time of the Optionee's termination of employment or service, and instead will apply Section 1.2 of Exhibit A.

7. **Insider Trading Restrictions/Market Abuse Laws** . The Optionee acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to acquire or sell shares of Class B Common Stock or rights to shares under the Plan during such times as the Optionee is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Optionee is advised to speak to his or her personal advisor on this matter.

8. **Foreign Asset/Account Reporting Requirements** . The Optionee acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Class B Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Class B Common Stock acquired under the Plan) in a brokerage or bank account outside the Optionee's country. The Optionee may be required to report such accounts, assets or transactions to the tax or other authorities in the Optionee's country. The Optionee also may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to the Optionee's country through a designated bank or broker within a certain time after receipt. The Optionee acknowledges that it is the Optionee's responsibility to be compliant with such regulations, and the Optionee is advised to consult his or her personal legal advisor for any details.

## **COUNTRY-SPECIFIC TERMS**

The following additional terms and conditions may apply to the Option if the Optionee resides and/or works in any of the countries listed below between the time of grant of the Option and the sale of any shares of the Company's Class B Common Stock issued upon exercise of the Option.

### **ARGENTINA**

**Securities Law Information** . Shares of the Company's Class B Common Stock are not publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information** . Due to exchange control restrictions in Argentina, the Optionee understands that he or she may not be able to remit funds out of Argentina to pay the purchase price. The

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Optionee is strongly advised to check with his or her personal advisor on the applicable restrictions prior to exercising the Option.

Provided proceeds from the sale of shares of the Company's Class B Common Stock or dividend proceeds are held in a U.S. bank or brokerage account for at least 10 days prior to transfer into Argentina, the Optionee should be able to freely transfer such proceeds into Argentina, although the Optionee should confirm this with his or her local bank. Please be aware that the Argentine bank handling the transaction may request certain documentation in connection with the request to transfer proceeds into Argentina, including evidence of the sale, proof of the source of the funds used to purchase the shares, etc. If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentine Central Bank has not been satisfied, it will require that 30% of the proceeds be placed in a non-interest bearing dollar deposit account for a holding period of 365 days.

Please note that exchange control regulations in Argentina are subject to frequent change. The Optionee should consult with his or her personal legal advisor regarding any exchange control obligations that the Optionee may have prior to exercising the Option or receiving proceeds from the sale of shares of Class B Common Stock acquired upon exercise of the Option or from the payment of any dividends.

**Foreign Asset/Account Reporting Information.** The Optionee is required to report any share in a non-Argentine company (including shares of Class B Common Stock acquired upon exercise of the Option) held as of December 31 of each year in his or her annual tax return.

## AUSTRALIA

**Data Privacy** . This provision supplements Section 4 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

The Company can be contacted at One Bowerman Drive, Beaverton OR, 97005, U.S.A. The Australian Employer can be contacted at NIKE Australia Pty. Ltd., 28 Victoria Crescent, PO Box 443, Abbotsford VIC 3067, Australia or Hurley Australia Pty. Ltd., 24 Cross Street, Brookvale NSW 2100, Australia, as applicable.

The Optionee's Data will be held in accordance with the Company's privacy policy, a copy of which can be obtained by contacting the Company or the Australian Employer at the address listed above. The Company's privacy policy contains, among other things, details of how the Optionee can access and seek correction of Data held in connection with this Agreement.

The Optionee understands and agrees that Data may be transferred to recipients located outside of Australia, including the United States and any other country where the Company has operations.

**Breach of Law** . Notwithstanding anything else in the Plan or the Agreement, the Optionee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in a general meeting for the purpose of overcoming any such limitation or restriction.

**Exchange Control Information** . Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Optionee.

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**Securities Law Information.** If the Optionee acquires shares of Class B Common Stock upon exercise of the Option and subsequently offers the shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law, and the Optionee should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

## AUSTRIA

**Consumer Protection Information .** To the extent that the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Option, the Optionee may be entitled to revoke his or her acceptance of the Agreement if the conditions listed below are met:

- (i) The revocation must be made within one week after the Optionee accepts the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if the Optionee returns the Agreement to the Company or the Company's representative with language that can be understood as the Optionee's refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

**Exchange Control Information .** If the Optionee holds shares of Class B Common Stock obtained through the Plan outside of Austria, the Optionee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. If quarterly reporting is required, the reports must be filed by the fifteenth day of the month following the last day of the respective quarter. The annual reporting date is as of December 31 and the deadline for filing the annual report is January 31 of the following year.

When shares are sold or cash dividends received, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all the Optionee's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

## BELGIUM

**Taxation of Option.** The Option must be accepted in writing either (i) within 60 days of the offer (for tax at offer), or (ii) after 60 days of the offer (for tax at exercise). The Optionee should consult his or her personal tax advisor regarding the tax consequences of accepting the offer.

**Foreign Asset/Account Reporting Information.** Belgium residents are required to report any bank or brokerage accounts opened and maintained outside Belgium on their annual tax returns. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under *Kredietcentrales / Centrales des crédits* caption. The Optionee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

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## BRAZIL

**Compliance with Law.** By accepting the Option, the Optionee acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the exercise of the Option, the receipt of any dividends, and the sale of shares issued upon exercise of the Option.

**Exchange Control Information .** Brazilian residents are required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include shares issued upon exercise of the Option.

**Tax on Financial Transaction (IOF) .** Payments to foreign countries (including the payment of the purchase price) and repatriation of funds into Brazil and the conversion between BRL and USD associated with such fund transfers may be subject to the Tax on Financial Transactions. It is the Optionee's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Optionee should consult with his or her personal tax advisor for additional details.

## CANADA

**Termination of Employment .** This provision replaces Section 1 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Pursuant to Section 1 of Exhibit A to the Agreement, in the event of termination of the Optionee's employment or service, the Optionee's right to vest in the Option, if any, will terminate on the date of termination (except if termination is due to total disability, death, normal or early retirement, as set forth in Sections 1.3, 1.4, 1.5 and 1.6 of Exhibit A to the Agreement), and the Optionee's right to exercise the Option after termination of employment or service, if any, will be measured by the date of termination (except if termination is due to total disability or death, in which case the exercisability period starts following the Processing Period), provided, however, that the Company may determine, in its sole discretion, that, regardless of the reason of the Optionee's termination (whether or not in breach of local laws and whether or not later found to be invalid), vesting will cease on and the Optionee's right to exercise the Option will be measured by the date that is the earlier of: (1) the date the Optionee's employment or service relationship is terminated, (2) the date the Optionee receives notice of termination of employment or service, or (3) the date the Optionee is no longer actively employed by or in service regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to, statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed or in service for purposes of the Option grant (including whether the Optionee may still be considered to be providing services while on a leave of absence).

**Method of Exercise.** This provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Notwithstanding anything to the contrary in the Plan or this Agreement, the Optionee will not be permitted to pay the purchase price or any Tax-Related Items by delivery to the Company, or attestation to the Company of ownership, of other Class B Common Stock, or by using a "net exercise" arrangement.

**Securities Law Information .** The Optionee will not be permitted to sell or otherwise dispose of the shares of Class B Common Stock acquired upon exercise of the Option within Canada. The Optionee will be permitted to sell or dispose of such shares only if such sale or disposal takes place outside of Canada through the facilities of the stock exchange on which the Class B Common Stock is traded.

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**Foreign Asset/Account Reporting Information** . If the total value of the Optionee’s foreign property exceeds C\$100,000 at any time during the year, the Optionee must report all of his or her foreign property on Form T1135 (Foreign Income Verification Statement) by April 30 of the following year. Foreign property includes shares of Class B Common Stock acquired under the Plan and may include the Option. The Option must be reported--generally at a nil cost--if the \$100,000 cost threshold is exceeded because of other foreign property the Optionee holds. If shares of Class B Common Stock are acquired, their cost generally is the adjusted cost base (“ACB”) of the shares. The ACB would normally equal the fair market value of the shares of Class B Common Stock at exercise, but if the Optionee owns other shares, this ACB may have to be averaged with the ACB of the other shares. The Optionee should speak with a personal tax advisor to determine the scope of foreign property that must be considered for purposes of this requirement.

*The following provisions will apply if the Optionee is a resident of Quebec:*

**French Language Provision** . The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

**Data Privacy.** This provision supplements Section 4 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

The Optionee hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Optionee further authorizes the Company, any subsidiary or affiliate and the Committee to disclose and discuss the Option with their advisors. The Optionee further authorizes the Company and any subsidiary or affiliate to record such information and to keep such information in the Optionee’s employee file.

## CHILE

**Securities Law Information** . The offer of the Option constitutes a private offering in Chile effective as of the Grant Date. The offer of the Option is made subject to general ruling n° 336 of the Chilean Superintendence of Securities and Insurance (“SVS”). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the SVS, and, therefore, such securities are not subject to oversight of the SVS. Given that the Option is not registered in Chile, the Company is not required to provide information about the Option or shares of Class B Common Stock in Chile. Unless the Option and/or the shares of Class B Common Stock are registered with the SVS, a public offering of such securities cannot be made in Chile.

*Esta oferta de las Opciones se considera una oferta privada in Chile efectiva a partir de la Fecha de la Concesión. Esta oferta de las Opciones se hace sujeta a la regla general no. 336 de la Superintendencia de Valores y Seguros chilena (“SVS”). La oferta se refiere a valores no inscritos en el registro de valores o en el registro de valores extranjeros de la SVS y, por lo tanto, tales valores no están sujetos a la fiscalización de ésta. Dado que las Opciones no están registradas en Chile, no se requiere que la Compañía provea información sobre las Options o acciones en Chile. A menos que las Opciones y/o acciones estén registradas con la SVS, una oferta pública de tales valores no puede hacerse en Chile.*

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**Exchange Control Information.** It is the Optionee’s responsibility to make sure that the Optionee complies with exchange control requirements in Chile when the value of his or her Option transaction is in excess of US\$10,000, regardless of whether the Optionee exercises his or her Option through a cash exercise or cashless method of exercise.

If the Optionee uses the cash exercise method to exercise his or her Option and the Optionee remits funds in excess of US\$10,000 out of Chile, the remittance must be made through the Formal Exchange Market ( *i.e.* , a commercial bank or registered foreign exchange office). In such case, the Optionee must provide to the bank or registered foreign exchange office certain information regarding the remittance of funds ( *e.g.* , destination, currency, amount, parties involved, etc.).

If the Optionee exercises his or her Option using a cashless exercise method and the aggregate value of the purchase price exceeds US\$10,000, the Optionee must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the exercise date.

The Optionee is not required to repatriate funds obtained from the sale of shares or the receipt of any dividends. However, if the Optionee decides to repatriate such funds, the Optionee must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the Optionee must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If the Optionee’s aggregate investments held outside of Chile meets or exceeds US\$5,000,000 (including the investments made under the Plan), the Optionee must report the status of such investments quarterly to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Optionee should consult with his or her personal legal advisor regarding any exchange control obligations that the Optionee may have prior to exercising the Option or receiving proceeds from the sale of shares acquired upon exercise of the Option.

**Annual Tax Reporting Obligation.** The Chilean Internal Revenue Service (“CIRS”) requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 “Annual Sworn Statement Regarding Credits for Taxes Paid Abroad” and Tax Form 1851 “Annual Sworn Statement Regarding Investments Held Abroad.” If the Optionee is not a Chilean citizen and has been a resident in Chile for less than three years, the Optionee is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website: [www.sii.cl](http://www.sii.cl).

## CHINA

*The following provisions apply to PRC nationals and any other individuals who are subject to exchange control requirements in China, as determined by the Company in its sole discretion:*

**Restriction on Exercisability.** Notwithstanding Section 2 of Exhibit A to the Agreement and any other provision of the Agreement or the Plan, the Optionee will not be permitted to exercise his or her Option until and unless the necessary approvals for the Plan have been obtained from the State Administration of Foreign Exchange (“SAFE”) and remain in place, as determined by the Company in its sole discretion.

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**Method of Exercise.** This provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Notwithstanding anything to the contrary in the Agreement or the Plan, due to exchange control laws in China, the Optionee will be required to exercise his or her Option using the cashless sell-all exercise method pursuant to which all shares subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the purchase price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide additional methods of exercise depending on the development of local law.

**Exchange Control Requirements.** The Optionee understands and agrees that, pursuant to local exchange control requirements, the Optionee will be required to immediately repatriate the cash proceeds from the cashless exercise of the Option to China. The Optionee further understands that, under local law, such repatriation of his or her cash proceeds may need to be effectuated through a special exchange control account established by the Company, the Employer or any other subsidiary or affiliate of the Company, and the Optionee hereby consents and agrees that any proceeds from the sale of shares may be transferred to such special account prior to being delivered to the Optionee.

The proceeds may be paid to the Optionee in U.S. dollars or local currency at the Company's discretion. In the event the proceeds are paid to the Optionee in U.S. dollars, the Optionee understands that the Optionee will be required to set up a U.S. dollar bank account in China and provide the bank account details to the Employer and/or the Company so that the proceeds may be deposited into this account. If the proceeds are paid to the Optionee in local currency, the Company is under no obligation to secure any particular exchange conversion rate and/or conversion date and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Optionee agrees to bear any currency fluctuation risk between the time the shares are sold or dividends are received and the time the proceeds are distributed through any such special exchange account. The Optionee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

**Post-Termination Exercise Period.** This provision modifies Section 1 of Exhibit A to the Agreement:

Notwithstanding the post-termination exercise periods set forth in Section 1 of Exhibit A to the Agreement, to comply with local exchange control requirements, Optionee will be required to exercise the Option within the lesser of (1) the period set forth in Section 1 of Exhibit A to the Agreement, and (2) three (3) months after termination of employment or service, regardless of the reason for termination. The Company reserves the right to allow for a longer exercise period depending on the development of local law.

**Exchange Control Information.** Chinese residents may be required to report to SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-Chinese residents.

## CROATIA

**Exchange Control Information .** The Optionee must report any foreign investments (including the shares acquired upon exercise of the Option) to the Croatian National Bank for statistical purposes and obtain prior approval of the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Optionee should consult with his or her legal advisor to ensure compliance with current regulations. It is the Optionee's responsibility to comply with Croatian

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exchange control laws.

## CYPRUS

There are no country-specific provisions.

## CZECH REPUBLIC

**Exchange Control Information.** Upon request of the Czech National Bank, the Optionee may need to file a notification within 15 days of the end of the calendar quarter in which he or she acquires shares upon exercise of the Option. However, because exchange control regulations change frequently and without notice, the Optionee should consult with his or her personal legal advisor prior to the exercise of the Option and the sale of shares of the Company's Common Stock to ensure compliance with current regulations. It is the Optionee's responsibility to comply with any applicable Czech exchange control laws.

## DENMARK

**Stock Option Act.** By accepting the grant of the Option, the Optionee acknowledges that he or she has received an Employer Statement in Danish, which is being provided to comply with the Danish Stock Option Act, provided the Optionee is subject to the Danish Stock Option Act.

**Securities/Tax Reporting Information.** The Optionee may hold shares acquired upon exercise of the Option in a safety-deposit account ( *e.g.* , a brokerage account) either with a Danish bank or with an approved foreign broker or bank. If the shares are held with a foreign broker or bank, the Optionee is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, he or she must file a Declaration V ( *Erklaering V* ) with the Danish Tax Administration. The Declaration V must be signed by the Optionee and may be signed by the broker or bank, as applicable, where the account is held. In the event that the applicable broker or bank with which the safety-deposit account is held does not also sign the Declaration V, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any shares acquired at exercise and held in such account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Declaration V, the Optionee at the same time authorizes the Danish Tax Administration to examine the account.

In addition, when the Optionee opens a deposit account or a brokerage account for the purpose of holding cash outside of Denmark, the bank or brokerage account, as applicable, will be treated as a deposit account because cash can be held in the account. Therefore, the Optionee must also file a Declaration K ( *Erklaering K* ) with the Danish Tax Administration. Both the Optionee and the applicable financial institution (the bank or broker, as applicable ) must sign the Declaration K. By signing the Declaration K, the bank or broker, as applicable, undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. The Danish Tax Administration may grant an exemption for the broker or bank's requirement to sign Declaration K if the foreign broker or bank does not wish to or, pursuant to the laws of the relevant country, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Declaration K, the Optionee at the same time authorizes the Danish Tax Administration to examine the account.

**Foreign Asset/Account Reporting Information .** If the Optionee establishes an account holding shares or cash outside of Denmark, the Optionee must report the account to the Danish Tax Administration. The form

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which should be used in this respect can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described above.)

## FINLAND

There are no country-specific provisions.

## FRANCE

**Language Consent.** By accepting the Option, the Optionee confirms having read and understood the documents relating to this grant (the Plan, the French Plan (defined below), the Agreement and this Appendix) which were provided in English language. The Optionee accepts the terms of those documents accordingly.

*En acceptant l'attribution, le Bénéficiaire confirme ainsi avoir reçu lu et compris les documents relatifs à cette attribution (le Plan le Plan Français (défini ci-dessous) et l'Accord et cette Annexe) ) qui ont été communiqués en langue anglaise. Le Bénéficiaire accepte les termes en connaissance de cause.*

**Foreign Asset/Account Reporting Information.** French residents are required to report all foreign accounts (whether open, current or closed) to the French tax authorities when filing their annual tax returns. The Optionee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

*The following terms and conditions apply to French-qualified options granted on or after September 28, 2012. The terms and conditions applicable to French-qualified options granted before this date differ and the Optionee is advised to consult with his or her personal tax advisor in this regard.*

**French- Qualified Option Under the French Plan.** The Option is granted under the Sub-Plan for Option Grants to French Optionees (the “French Plan”) and is intended to qualify for favorable tax and social security treatment under Section L. 225–177 to L. 225–186–1 of the French Commercial Code, as amended and in accordance with the relevant provisions set forth by the French tax and social security laws and the French tax and social security administrations. Thus, the terms of the French Plan and the following additional terms shall apply.

The Company does not undertake to maintain the qualified status of the Option. Further, the Optionee understands and agrees that the Optionee will be responsible for paying personal income tax and his or her portion of social security contributions resulting from the exercise of the Option in the event the Option loses its qualified status and that the Optionee will not be entitled to any damages if the Option no longer qualifies as French-qualified Option.

**Plan Terms.** The Option is subject to the terms and conditions of the Plan and the French Plan. To the extent that any term is defined in both the Plan and the French Plan, for purposes of this grant of the Option, the definitions in the French Plan shall prevail.

**Death.** This provision replaces Section 1.4 of Exhibit A to the Agreement:

If the Optionee dies while actively employed by the Company or a subsidiary or affiliate of the Company, pursuant to Section 7 of the French Plan, the Option shall become immediately vested and exercisable in full and may be exercised within six (6) months of the Optionee’s death by the executor or administrator of Optionee’s estate or any person to whom the Option is transferred by will or the laws of descent and distribution. Any portion of the Option that is not exercised within six (6) months following the date of the Optionee’s death shall terminate and be forfeited.

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**Shares Acquired at Exercise of the Option .** The Company may require that the shares acquired upon exercise remain with an appointed broker until their sale.

## GERMANY

**Exchange Control Information.** If the Optionee remits funds in excess of €12,500 out of or into Germany, such cross-border payment must be reported monthly to the German Federal Bank ( *Bundesbank* ). The Optionee is responsible for the reporting obligation and should file the report ( " *Allgemeine Meldeportal Statistik* " ) electronically by the fifth day of the month following the month in which the payment is made. A copy of the form can be accessed via the Bundesbank's website at [www.bundesbank.de](http://www.bundesbank.de) and is available in both German and English.

## GREECE

**Exchange Control Information.** If the Optionee exercises his or her Option through a cash exercise, withdraws funds from a bank in Greece and remits those funds out of Greece, where the fund exceeds €50,000, the Optionee will be required to submit a written application to the bank containing the following information: (i) amount and currency to be remitted; (ii) account to be debited; (iii) name and contact information of the beneficiary (the person or company to whom the funds are to be remitted); (iv) bank of the beneficiary with address and code number; (v) account number of the beneficiary; (vi) details of the payment such as the purpose of the transaction ( *e.g.* , exercise of shares); and (vii) expenses of the transaction.

If the Optionee exercises his or her Option by way of a cashless method of exercise, this application will not be required since no funds will be remitted out of Greece.

## HONG KONG

**Securities Law Information:***Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Optionee is advised to exercise caution in relation to the offer. If the Optionee is in any doubt about any of the contents of this document, he or she should obtain independent professional advice. The Option and shares acquired upon exercise of the Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its subsidiaries or affiliates. The Plan, the Agreement, and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Option is intended only for the personal use of each eligible employee of the Employer, the Company or any subsidiary or affiliate and may not be distributed to any other person.*

**Sale Restriction.** Shares received at exercise are accepted as a personal investment. Notwithstanding anything contrary in the Agreement or the Plan, in the event the Option vests and the Optionee or his or her heirs and representatives exercise the Option such that shares are issued to the Optionee or his or her heirs and representatives within six months of the Grant Date, the Optionee agrees that the Optionee or his or her heirs and representatives will not offer to the public or otherwise dispose of any shares acquired prior to the six-month anniversary of the Grant Date.

**Nature of Scheme .** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## HUNGARY

There are no country-specific provisions.

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## INDIA

**Method of Exercise.** Notwithstanding anything to the contrary in the Plan or the Agreement, due to legal restrictions in India, the Optionee will not be permitted to pay the purchase price by a “sell-to-cover” exercise ( *i.e.*, where shares of Class B Common Stock subject to the Option will be sold immediately upon exercise and the proceeds of the sale will be remitted to the Company to cover the purchase price for the purchased shares and any Tax-Related Items or Fringe Benefit Tax withholding). The Company reserves the right to permit this method of payment depending on the development of local law.

. The Optionee agrees to repatriate to India all proceeds received from the sale of shares of Class B Common Stock within ninety (90) days of receipt and any dividends paid on such shares within one hundred and eighty (180) days of receipt. The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Company requests proof of repatriation. It is the Optionee’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information .** The Optionee is required to declare any foreign bank accounts and any foreign financial assets (including shares of Class B Common Stock held outside India) in the Optionee’s annual tax return. The Optionee is responsible for complying with this reporting obligation and is advised to confer with his or her personal tax advisor in this regard.

## INDONESIA

**Exchange Control Information.** Indonesian residents must provide the Indonesian central bank, Bank Indonesia, with information on foreign exchange activities on an online monthly report no later than the fifteenth day of the following month.

f the Optionee remits funds into or out of Indonesia, the Indonesian bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. Although the bank through which the transaction is made is required to make the report, the Optionee must complete a “Transfer Report Form.”

**Method of Exercise.** The following provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

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Due to regulatory requirements, the Optionee understands that the Optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct his or her broker to: (i) sell all of the shares issued upon exercise; (ii) use the proceeds to pay the purchase price, brokerage fees and any applicable Tax-Related Items; and (iii) remit the balance in cash to the Optionee. The Optionee will not be permitted to hold shares after exercise. Depending on the development of local laws or the Optionee's country of residence, the Company reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Agreement.

## IRELAND

**Director Notification Obligation.** If the Optionee is a director, shadow director or secretary of the Company's Irish subsidiary or affiliate, and his or her interest in the Company represents more than 1% of the Company's voting share capital, the Optionee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company ( *e.g.* , shares acquired under the Plan, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

## ISRAEL

**Securities Law Information.** This offer of the Option does not constitute a public offering under the Securities Law, 1968.

**Method of Exercise.** The following provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

The Optionee understands that the Optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct his or her broker to: (i) sell all of the shares issued upon exercise; (ii) use the proceeds to pay the purchase price, brokerage fees and any applicable Tax-Related Items; and (iii) remit the balance in cash to the Optionee. The Optionee will not be permitted to hold shares after exercise. Depending on the development of local laws or the Optionee's country of residence, the Company reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Agreement.

## ITALY

**Method of Exercise.** The following provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Due to regulatory requirements, the Optionee understands that the Optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct his or her broker to: (i) sell all of the shares issued upon exercise; (ii) use the proceeds to pay the purchase price, brokerage fees and any applicable Tax-Related Items; and (iii) remit the balance in cash to the Optionee. The Optionee will not be permitted to hold shares after exercise. Depending on the development of local laws or the Optionee's country of residence, the Company reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-

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to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Agreement.

**Data Privacy Notice.** *This provision replaces Section 4 of the Additional Terms for All Non-U.S. Optionees in this Appendix:*

*The Optionee understands that the Company and the Employer, as a data processor of the Company, may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any subsidiary or affiliate, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, and that the Company and the Employer will process said data and other data lawfully received from third parties (collectively, "Personal Data") for the exclusive purpose of managing and administering the Plan and complying with applicable laws, regulations and legislation.*

*The Optionee also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Optionee's denial to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan.*

*The Optionee understands that Personal Data will not be publicized, but it may be accessible by the Employer as a data processor of the Company and within the Employer's organization by its internal and external personnel in charge of processing. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Optionee understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws. The Optionee further understands that the Company and its subsidiaries or affiliates will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Optionee's participation in the Plan, and that the Company and its subsidiaries or affiliates may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Optionee may elect to deposit any shares acquired under the Plan or any proceeds from the sale of such shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, including countries that do not provide an adequate level of data protection as intended under Italian privacy law.*

*Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.*

*The Optionee understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

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*The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to applicable laws and regulations, does not require the Optionee's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. The Optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right at any moment to, including, but not limited to, obtain confirmation that Personal Data exists or not, access, verify its content, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Personal Data processing. To exercise privacy rights the Optionee should address the Data Controller as defined in the employee privacy policy. Furthermore, the Optionee is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Optionee's human resources department.*

**Plan Document Acknowledgment.** By accepting the Option, the Optionee acknowledges that he or she has received a copy of the Plan, the Agreement and this Appendix and has reviewed the Plan, the Agreement and this Appendix in their entirety and fully accepts all provisions thereof. The Optionee further acknowledges that he or she has read and specifically and expressly approves (a) the following provisions of Exhibit A to the Agreement: (i) Section 9: No Right to Employment or Service; (ii) Section 15: Governing Law; Attorneys' Fees; and (iii) Section 18: Appendix; (b) the following provisions of the Additional Terms for All Non-U.S. Optionees in this Appendix: (i) Section 2: Responsibility for Taxes; (ii) Section 3: Nature of Grant; and (iii) Section 5: Language; and (c) the Data Privacy Notice section set forth immediately above in this Appendix.

**Foreign Asset/Account Reporting Information.** If the Optionee holds investments abroad or foreign financial assets ( e.g. , cash and shares acquired under the Plan) that may generate income taxable in Italy, the Optionee is required to report them on his or her annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Optionee if the Optionee is the beneficial owner of the investments, even if the Optionee does not directly hold investments abroad or foreign assets.

**Foreign Asset Tax Information .** The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax. Such tax is currently levied at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets ( e.g. , shares acquired under the Plan) assessed at the end of the calendar year.

## JAPAN

**Exchange Control Information .** If the Optionee acquires shares of Class B Common Stock valued at more than ¥100 million in a single transaction, the Optionee must file a Securities Acquisition Report with the Ministry of Finance (the "MOF") through the Bank of Japan within 20 days of the acquisition.

In addition, if the Optionee pays more than ¥30 million in a single transaction for the purchase of shares when the Optionee exercises the Option, the Optionee must file a Payment Report with the MOF through the Bank of Japan within 20 days of the date that the payment is made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan. Please note that a Payment Report is required independently from a Securities Acquisition Report. Therefore, the Optionee must file both a Payment Report and a Securities Acquisition Report if the total amount that the Optionee pays in a single transaction for exercising the Option and purchasing the shares exceeds ¥100 million.

**Foreign Asset/Account Reporting Information .** The Optionee will be required to report details of any assets held outside of Japan as of December 31 (including the shares acquired under the Plan), to the extent

such assets have a total net fair market value exceeding ¥50 million. Such report will be due by March 15 each year. The Optionee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Optionee and whether the Optionee will be required to report details of his or her outstanding Option, as well as the shares, in the report.

## **KOREA**

If the Optionee remits funds out of Korea to pay the purchase price, the remittance of funds must be confirmed by a foreign exchange bank in Korea. The Optionee should submit the following supporting documents evidencing the nature of the remittance to the bank together with the confirmation application: (i) the Agreement; (ii) the Plan; and (iii) his or her certificate of employment. This confirmation is an automatic procedure (*i.e.*, the bank does not need to approve the remittance and the process should not take more than a single day). This confirmation is not necessary if the Optionee pays the purchase price through any form of payment whereby some or all of the shares purchased upon exercise of the Option are sold to pay the purchase price, because in this case there is no remittance of funds out of Korea.

If the Optionee realizes US\$500,000 or more from the sale of shares or the receipt of dividends in a single transaction, he or she must repatriate the proceeds to Korea within 18 months of the sale or receipt.

**Foreign Asset/Account Reporting Information** . The Optionee must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) in the foreign countries that have not entered into “inter-governmental agreement for automatic exchange of tax information” with Korea to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or an equivalent amount in foreign currency) on any month-end during a calendar year. The Optionee should consult with his or her personal tax advisor to determine any personal reporting obligations.

## **MALAYSIA**

**Data Privacy** . This provision replaces Section 4 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

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The Optionee hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Agreement and any other Plan participation materials by and among, as applicable, the Employer, the Company and any affiliates or any third parties authorized by same in assisting in the implementation, administration and management of the Optionee's participation in the Plan.

The Optionee may have previously provided the Company and the Employer with, and the Company and the Employer may hold, certain personal information about the Optionee, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, the fact and conditions of the Optionee's participation in the Plan, details of all options or any other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in the Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

The Optionee also authorizes any transfer of Data, as may be required, to such stock plan service provider as may be selected by the Company from time to time, which is assisting the Company with the implementation, administration and management of the Plan and/or with whom any shares acquired upon exercise of the Option are deposited. The Optionee acknowledges that these recipients may be located in the Optionee's country or elsewhere, and that the recipient's country ( e.g. , the United States) may have different data privacy laws and protections to the Optionee's country, which may not give the same level of protection to Data. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. The Optionee authorizes the Company, the stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Optionee's participation in the Plan to receive, possess, use, retain and

*Pemegang Opsyen dengan ini secara eksplisit, secara sukarela dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadinya seperti yang dinyatakan dalam Perjanjian Penganugerahan ini dan apa-apa bahan penyertaan Pelan oleh dan di antara, sebagaimana yang berkenaan, Majikan, Syarikat dan mana-mana Syarikat Sekutu atau mana-mana pihak ketiga yang diberi kuasa oleh yang sama untuk membantu dalam pelaksanaan, pentadbiran dan pengurusan penyertaan Pemegang Opsyen dalam Pelan tersebut.*

*Sebelum ini, Pemegang Opsyen mungkin telah membekalkan Syarikat dan Majikan dengan, dan Syarikat dan Majikan mungkin memegang, maklumat peribadi tertentu tentang Pemegang Opsyen, termasuk, tetapi tidak terhad kepada, namanya , alamat rumah dan nombor telefon, tarikh lahir, nombor insurans sosial atau nombor pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan pengarah yang dipegang dalam Syarikat, fakta dan syarat-syarat penyertaan Pemegang Opsyen dalam Pelan, butir-butir semua opsiyenu atau apa-apa hak lain untuk syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun bagi faedah Pemegang Opsyen ("Data"), untuk tujuan yang eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut.*

*Pemegang Opsyen juga memberi kuasa untuk membuat apa-apa pemindahan Data, sebagaimana yang diperlukan, kepada pembekal perkhidmatan pelan saham sebagaimana yang dipilih oleh Syarikat dari semasa ke semasa, yang membantu Syarikat dalam pelaksanaan, pentadbiran dan pengurusan Pelan/atau dengan sesiapa yang mendepositkan syer-syer Saham yang diperolehi melalui pelaksanaan Opsyen. Pemegang Opsyen mengakui bahawa penerima-penerima ini mungkin berada di negara Pemegang Opsyen atau di tempat lain, dan bahawa negara penerima (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Pemegang Opsyen, yang mungkin tidak boleh memberi tahap perlindungan yang sama kepada Data. Pemegang Opsyen faham bahawa dia boleh meminta senarai nama dan alamat mana-mana penerima Data dengan menghubungi wakil sumber manusia tempatannya. Pemegang Opsyen memberi kuasa kepada Syarikat, pembekal perkhidmatan pelan saham dan mana-mana penerima lain yang mungkin membantu Syarikat (masa sekarang atau pada masa depan) untuk*

transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case, without cost, by contacting in writing his or her local human resources representative, whose contact details are Mari McBurney, 30 Pasir Panjang Rd #10-31/32, 117440, Singapore; +65 6216 7812; mari.mcburney@nike.com. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke the consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the consent is that the Company would not be able to grant future stock options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

*melaksanakan, mentadbir dan menguruskan penyertaan Pemegang Opsyen dalam Pelan untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Pemegang Opsyen dalam Pelan tersebut. Pemegang Opsyen faham bahawa Data akan dipegang hanya untuk tempoh yang diperlukan untuk melaksanakan, mentadbir dan menguruskan penyertaannya dalam Pelan tersebut. Pemegang Opsyen faham bahawa dia boleh, pada bila-bila masa, melihat data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya, di mana butir-butir hubungannya adalah Mari McBurney, 30 Pasir Panjang Rd #10-31/32, 117440, Singapore; +65 6216 7812; mari.mcburney@nike.com. Selanjutnya, Pemegang Opsyen memahami bahawa dia memberikan persetujuan di sini secara sukarela. Jika Pemegang Opsyen tidak bersetuju, atau jika Pemegang Opsyen kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjayanya dengan Majikan tidak akan terjejas; satunya akibat buruk jika dia tidak bersetuju atau menarik balik persetujuannya adalah bahawa Syarikat tidak akan dapat memberikan opsyen saham pada masa depan atau anugerah ekuiti lain kepada Pemegang Opsyen atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Pemegang Opsyen faham bahawa keengganan atau penarikan balik persetujuannya boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keengganannya untuk memberikan keizinan atau penarikan balik keizinan, Pemegang Opsyen fahami bahawa dia boleh menghubungi wakil sumber manusia tempatannya .*

**Director Notification Obligation.** If the Optionee is a director of the Company's Malaysian subsidiary, he or she is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary in writing when the Optionee receives or disposes of an interest ( e.g. , an Option, shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## **MEXICO**

**No Entitlement or Claims for Compensation.** This provision supplements Section 3 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

By accepting the Option, the Optionee understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

**Policy Statement.** The invitation the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at One Bowerman Drive, Beaverton OR, 97005, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and, in the Optionee's case, the acquisition of shares does not, in any way, establish an employment relationship between the Optionee and the Company since the Optionee is participating in the Plan on a wholly commercial basis, nor does it establish any rights between the Optionee and the Employer.

**Plan Document Acknowledgment.** By accepting the Option, the Optionee acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Option, the Optionee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 3 of the Additional Terms for All Non-U.S. Optionees in this Appendix, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and its parent, subsidiaries and affiliates are not responsible for any decrease in the value of the shares underlying the Option.

Finally, the Optionee hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of participation in the Plan and therefore grants a full and broad release to the Employer and the Company and its parent, subsidiaries and affiliates with respect to any claim that may arise under the Plan.

### **Spanish Translation**

***Reconocimiento de la Ley Laboral.** Estas disposiciones complementan el apartado 3 Condiciones adicionales para todos los no-EE.UU. Optionees en el presente Apéndice :*

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*Por medio de la aceptación de la Opción, quien tiene la opción manifiesta que entiende y acuerda que cualquier modificación del Plan o su terminación no constituye un cambio o desmejora en los términos y condiciones de empleo.*

***Declaración de Política.*** *La invitación por parte de la Compañía bajo el Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier momento, sin ninguna responsabilidad.*

*La Compañía, con oficinas registradas ubicadas en One Bowerman Drive, Beaverton OR, 97005, EE.UU., es la única responsable por la administración del Plan y de la participación en el mismo y, en el caso del que tiene la opción, la adquisición de acciones no establece de forma alguna, una relación de trabajo entre el que tiene la opción y la Compañía, ya que la participación en el Plan por parte del que tiene la opción es completamente comercial así como tampoco establece ningún derecho entre el que tiene la opción y el patrón.*

***Reconocimiento del Plan de Documentos.*** *Por medio de la aceptación de la Opción, el que tiene la opción reconoce que ha recibido copias del Plan, que el mismo ha sido revisado al igual que la totalidad del Acuerdo y, que ha entendido y aceptado las disposiciones contenidas en el Plan y en el Acuerdo.*

*Adicionalmente, por medio de la aceptación de la Opción, el que tiene la opción reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en el apartado 3 Condiciones adicionales para todos los no-EE.UU. Optionees en el presente Apéndice, sección en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como su sociedad controlante, subsidiaria or filiales no son responsables por cualquier detrimento en el valor de las acciones en relación con la Opción.*

*Finalmente, por medio de la presente quien tiene la opción declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación en el Plan y en consecuencia, otorga el más amplio finiquito a su patrón, así como a la Compañía, a su sociedad controlante, subsidiaria or filiales con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

## **NETHERLANDS**

**Labor Law Acknowledgment.** By accepting the Option, the Optionee acknowledges that: (i) the Option is intended as an incentive for the Optionee to remain employed with the Employer and is not intended as remuneration for labor performed; and (ii) the Option is not intended to replace any pension rights or compensation.

## **NEW ZEALAND**

**Securities Law Notification.** The Optionee will receive the following documents (in addition to this Appendix) in connection with the Option grant:

- (i) an Agreement which sets forth the terms and conditions of the Option grant;
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- (ii) a copy of the Company's most recent annual report and most recent financial reports that have been made publicly available to enable the Optionee to make informed decisions concerning the Option; and
- (iii) a copy of a summary of the Plan ("Summary") ( *i.e.* , the Company's Form S-8 Plan Prospectus under the U.S. Securities Act of 1933, as amended), and the Company will provide any attachments or documents incorporated by reference into the Summary upon written request. The documents incorporated by reference into the Summary are updated periodically. Should the Optionee request copies of the documents incorporated by reference into the Summary, the Company will provide the Optionee with the most recent documents incorporated by reference.

### **NORWAY**

There are no country-specific provisions.

### **PHILIPPINES**

**Securities Law Information .** The sale or disposal of shares of Class B Common Stock acquired under the Plan may be subject to certain restrictions under Philippine securities laws. Those restrictions should not apply if the offer and resale of Class B Common Stock takes place outside of the Philippines through the facilities of a stock exchange on which the shares of Class B Common Stock are listed. The shares of Class B Common Stock are currently listed on the New York Stock Exchange. The Optionee's designated broker should be able to assist the Optionee in the sale of shares of Class B Common Stock on the New York Stock Exchange. *If the Optionee has questions with regard to the application of Philippine securities laws to the disposal or sale of the shares of Class B Common Stock acquired under the Plan then the Optionee should consult with his or her legal advisor.*

### **POLAND**

**Exchange Control Information.** If the Optionee transfers funds in excess of €15,000 into or out of Poland in connection with the purchase or sale of shares acquired upon exercise of the Option, the funds must be transferred via a bank in Poland. The Optionee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred.

Further, if the Optionee holds shares acquired upon exercise of the Option and/or maintains a bank or brokerage account abroad, the Optionee will have reporting duties to the National Bank of Poland if the total value of securities and cash held in such foreign accounts exceeds PLN7 million. The Optionee must file such reports on the transactions and balances of the accounts on a quarterly basis. *The Optionee should consult with his or her personal legal advisor to determine what he or she must do to fulfill any applicable reporting duties.*

### **PORTUGAL**

**Language Consent.** The Optionee hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

*O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Agreement em inglês).*

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**Exchange Control Information** . If the Optionee holds shares acquired under the Plan, the acquisition of shares should be reported to the *Banco de Portugal* for statistical purposes. If the shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on the Optionee's behalf. If the shares are not deposited with a commercial bank or financial intermediary in Portugal, the Optionee is responsible for submitting the report to the *Banco de Portugal* .

**Exchange Control Information.** If the Optionee holds shares purchased upon exercise of the Option, the acquisition of shares should be reported to the Banco de Portugal for statistical purposes. If the shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on the Optionee's behalf. If the shares are not deposited with a commercial bank or financial intermediary in Portugal, the Optionee is responsible for submitting the report to the Banco de Portugal.

## RUSSIA

**U.S. Transaction and Sale Restrictions.** Any shares issued upon exercise of the Option shall be delivered to the Optionee through a brokerage account in the U.S. The Optionee may hold the shares in his or her brokerage account in the U.S.; however, in no event will the shares issued to the Optionee and/or share certificates or other instruments be delivered to the Optionee in Russia. The Optionee is not permitted to make any public advertising or announcements regarding the Option or shares in Russia, or promote these shares to other Russian legal entities or individuals, and the Optionee is not permitted to sell or otherwise dispose of the shares directly to other Russian legal entities or individuals. The Optionee is permitted to sell shares only on the New York Stock Exchange and only through a U.S. broker.

**Securities Law Information.** This Appendix, the Agreement, the Plan and all other materials that the Optionee may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of securities pursuant to the Plan has not and will not be registered in Russia; hence, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

Please note that, under the Russian law, the Optionee is not permitted to sell the Company's shares directly to other Russian individuals and the Optionee is not permitted to bring share certificates into Russia.

**Exchange Control Information.** In order to perform a cash exercise of the Option, the Optionee must remit the funds from a foreign currency account at an authorized bank in Russia. This requirement does not apply if the Optionee uses a cashless method of exercise, such that there is no remittance of funds out of Russia.

Under current exchange control regulations, within a reasonably short time after sale of the shares acquired upon exercise of the Option, the Optionee must repatriate the sale proceeds to Russia. Such sale proceeds must be initially credited to the Optionee through a foreign currency account at an authorized bank in Russia. After the sale proceeds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws.

If the Optionee exercises his or her Option through a cashless sell-all method of exercise (whereby the Optionee instructs the broker to sell all of the shares issued upon exercise of his or her Option, use the proceeds to pay the purchase price, brokerage fees and any Tax-Related Items and remit the balance in cash to the Optionee), to the extent that the Optionee receives the exercise proceeds through the Optionee's local payroll, the requirement to credit the proceeds through a Russian authorized bank will not apply to the Optionee.

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*The Optionee is strongly encouraged to contact his or her personal advisor to confirm the applicable Russian exchange control rules because significant penalties may apply in the case of non-compliance and because exchange control requirements may change.*

**Labor Law Information.** If the Optionee continues to hold shares acquired at exercise of the Option after an involuntary termination of employment, the Optionee may not be eligible to receive unemployment benefits in Russia.

**Anti-Corruption Legislation Information.** Under new anti-corruption laws, individuals holding public office in Russia, as well as their spouses and dependent children, may be prohibited from opening or maintaining a foreign brokerage or bank account and holding any securities, whether acquired directly or indirectly, in a foreign company (including shares acquired under the Plan). The Optionee is strongly advised to consult with his or her personal legal advisor to determine whether the regulation applies to the Optionee.

## SINGAPORE

**Securities Law Information .** The Options were granted to the Optionee pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Optionee should note that his or her Options are subject to section 257 of the SFA and the Optionee will not be able to make any subsequent sale in Singapore, or any offer of such subsequent sale of the shares of Class B Common Stock underlying the Options unless such sale or offer in Singapore is made (i) after six months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

**Chief Executive Officer and Director Notification Obligation.** If the Optionee is a chief executive officer, director, associate director or shadow director of a Singapore subsidiary of the Company, the Optionee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean subsidiary in writing when the Optionee receives an interest ( *e.g.* , Option, shares) in the Company or any related companies. Please contact the Company to obtain a copy of the notification form. In addition, the Optionee must notify the Singapore subsidiary when the Optionee sells shares of the Company or any related company (including when the Optionee sells shares acquired under the Plan). These notifications must be made within two business days of acquiring or disposing of any interest in the Company or any related company. In addition, a notification must be made of the Optionee’s interests in the Company or any related company within two business days of becoming a chief executive officer or director.

## SLOVAKIA

There are no country-specific provisions.

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## SLOVENIA

**Foreign Asset/Account Reporting Information** . Slovenian residents may be required to report the opening of bank and/or brokerage accounts to tax authorities within 15 days of opening such account. The Optionee should consult with his or her personal tax advisor to determine whether this requirement will be applicable to any accounts opened in connection with the Optionee's participation in the Plan ( *e.g.* , the Optionee's brokerage account with the Company's designated broker).

## SOUTH AFRICA

**Responsibility for Taxes.** The following provision supplements Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

By accepting the Option, the Optionee agrees that, immediately upon exercise of the Option, he or she will notify the Employer of the amount of any gain realized. If the Optionee fails to advise the Employer of the gain realized upon exercise, he or she may be liable for a fine. The Optionee will be solely responsible for paying any difference between the actual tax liability and the amount withheld.

**Tax Clearance Certificate for Cash Exercises.** If the Optionee exercises the Option using a cash exercise method, the Optionee must obtain and provide to the Employer, or any third party designated by the Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Service ("SARS"). The Optionee must renew this Tax Clearance Certificate every twelve months, or such other period as may be required by the SARS. If the Optionee exercises by a cashless exercise method whereby no funds are remitted out of South Africa, no Tax Clearance Certificate is required.

**Exchange Control Information.** To participate in the Plan, the Optionee must comply with exchange control regulations in South Africa and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws.

Under current South African exchange control regulations, the Optionee may invest a maximum of ZAR11,000,000 in offshore investments, including in shares of Class B Common Stock. The first ZAR1,000,000 annual discretionary allowance requires no prior authorization. The next ZAR10,000,000 requires tax clearance. This limit does not apply to non-resident employees. It is the Optionee's responsibility to ensure that he or she does not exceed this limit. The Optionee should note that this is a cumulative allowance and that his or her ability to remit funds for the purchase of the shares will be reduced if the Optionee's foreign investment limit is utilized to make a transfer of funds offshore that is unrelated to the Plan. If the Optionee wishes to exercise his or her Option through a cash purchase exercise and the ZAR11,000,000 limit would be exceeded upon the exercise of the Option, the Optionee may still transfer funds for payment of the shares provided that he or she immediately sells the shares and repatriates the full proceeds to South Africa. There is no repatriation requirement on the sale proceeds if the ZAR11,000,000 limit is not exceeded. If the Optionee exercises the Option using a cashless exercise, the value of the shares thus purchased will not be counted against the Optionee's offshore investment allowance.

The Optionee should consult his or her personal advisor to ensure compliance with applicable exchange control regulations in South Africa; as such regulations are subject to frequent change. The Optionee is responsible for ensuring compliance with all exchange control laws in South Africa.

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## SPAIN

**Nature of Grant.** This provision supplements Section 3 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

In accepting the Option, the Optionee consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Optionee understands that the Company has unilaterally, gratuitously and discretionally decided to grant stock options under the Plan to individuals who may be employees of the Company or a subsidiary or affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any subsidiary or affiliate. Consequently, the Optionee understands that the Option is granted on the assumption and condition that the Option and any shares acquired upon exercise of the Option are not part of any employment contract (either with the Company or any subsidiary or affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Optionee understands that the Option would not be granted to the Optionee but for the assumptions and conditions referred to herein; thus, the Optionee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of this Option shall be null and void.

This Option is a conditional right to shares of Class B Common Stock and can be forfeited in the case of, or affected by, the Optionee's termination of employment. This will be the case, for example, even if (1) the Optionee is considered to be unfairly dismissed without good cause; (2) the Optionee is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Optionee terminates employment due to a change of work location, duties or any other employment or contractual condition; (4) the Optionee terminates employment due to unilateral breach of contract of the Company or any of its subsidiaries; or (5) the Optionee's employment terminates for any other reason whatsoever, except for reasons specified in Sections 1.3, 1.4, 1.5, or 1.6 of Exhibit A to the Agreement. Consequently, upon termination of the Optionee's employment for any of the reasons set forth above, the Optionee may automatically lose any rights to the unvested Options granted to him or her as of the date of the Optionee's termination of employment, as described in the Plan and the Exhibit A to the Agreement.

**Exchange Control Information.** The Optionee must declare the acquisition and sale of shares to the *Dirección General de Comercio y Inversiones* (the "DGCI") for statistical purposes. Because the Optionee will not purchase or sell the shares through the use of a Spanish financial institution, the Optionee must make the declaration himself or herself by filing a D-6 form with the DGCI. Generally, the D-6 form must be filed each January while the shares are owned.

When receiving foreign currency payments derived from the ownership of shares ( *i.e.* , cash dividends or sale proceeds) exceeding €50,000, the Optionee must inform the financial institution receiving the payment of the basis upon which such payment is made. The Optionee will need to provide the financial institution with the following information: (i) the Optionee's name, address and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) additional information that may be required. In addition, if the Optionee wishes to import the ownership title of any shares ( *i.e.* , share certificates) into Spain, he or she must declare the import of such securities to the DGCI.

**Securities Law Information.** No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of the Options. The Agreement

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has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores* , and does not constitute a public offering prospectus.

**Foreign Asset/Account Reporting Information.** The Optionee is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the shares held in such accounts if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, to the extent that the Optionee holds shares and/or has bank accounts outside Spain with a value in excess of €50,000 (for each type of asset) as of December 31, the Optionee will be required to report information on such assets on his or her tax return (tax form 720) for such year. After such shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported shares or accounts increases by more than €20,000.

### **SRI LANKA**

**Method of Exercise.** The following provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Due to regulatory requirements, the Optionee understands that the Optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct his or her broker to: (i) sell all of the shares issued upon exercise; (ii) use the proceeds to pay the purchase price, brokerage fees and any applicable Tax-Related Items; and (iii) remit the balance in cash to the Optionee. The Optionee will not be permitted to hold shares after exercise. Depending on the development of local laws or the Optionee's country of residence, the Company reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Agreement.

**Exchange Control Information.** Upon the sale of the shares, the Optionee is required to repatriate any proceeds received from such sale back to Sri Lanka. The Optionee may be required to obtain exchange control approval in Sri Lanka in order to hold sale proceeds in an account outside of Sri Lanka. The Optionee is advised to consult with his or her personal legal advisor to determine his or her responsibilities under Sri Lankan exchange control laws.

### **SWEDEN**

There are no country-specific provisions.

### **SWITZERLAND**

**Securities Law Information.** The grant of the Option is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

### **TAIWAN**

**Data Privacy.** *This provision supplements Section 4 of the Additional Terms for All Non-U.S. Optionees in this Appendix:*

The Optionee hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in this Appendix and by participating in the Plan, the Optionee

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agrees to such terms. In this regard, upon request of the Company or the Employer, the Optionee agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands he or she will not be able to participate in the Plan if the Optionee fails to execute any such consent or agreement.

**Securities Law Information .** The Option and the shares underlying the Option are available only for employees of the Company and its subsidiaries and affiliates. It is not a public offer of securities by a Taiwanese company.

**Exchange Control Information.** The Optionee may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock and the receipt of any dividends) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD500,000 or more in a single transaction, the Optionee must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, the Optionee may be required to provide additional supporting documentation to the satisfaction of the remitting bank. The Optionee should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## **THAILAND**

**Exchange Control Information.** If the Optionee remits funds out of Thailand to exercise his or her Option, it is the Optionee's responsibility to comply with applicable exchange control laws. Under current exchange control regulations, Optionee may remit funds out of Thailand up to US\$1,000,000 per year to purchase shares (and otherwise invest in securities abroad) by submitting an application to an authorized agent, ( *i.e.* , a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency). The application includes the Foreign Exchange Transaction Form, a letter describing the Option, a copy of the Plan and related documents, and evidence showing the nexus between the Company and the Employer. If the Optionee uses a cashless method of exercise that does not involve remitting funds out of Thailand, this requirement does not apply.

When the Optionee sells shares issued upon exercise of the Option or receives dividends, the Optionee must immediately repatriate the cash proceeds to Thailand, and then convert such proceeds to Thai Baht within 360 days of repatriation. If the amount of the Optionee's proceeds in a single transaction exceeds US\$50,000, the Optionee must specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. If the Optionee fails to comply with these obligations, the Optionee may be subject to penalties assessed by the Bank of Thailand.

The Optionee should consult his or her personal advisor prior to taking any action with respect to remittance of cash proceeds into Thailand. The Optionee is responsible for ensuring compliance with all exchange control laws in Thailand.

## **TURKEY**

**Securities Law Information.** By accepting the Option, the Optionee understands and agrees that he or she is not permitted to sell any shares of Class B Common Stock acquired under the Plan in Turkey. The shares are currently traded on the New York Stock Exchange, which is located outside of Turkey, under the ticker symbol "NKE" and the shares may be sold through this exchange.

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**Exchange Control Information.** The Optionee likely will be required to engage a Turkish financial intermediary to assist with the purchase of shares upon exercise of the Option, if the Optionee uses a cash exercise method, and the subsequent sale of shares acquired under the Plan. As the Optionee is solely responsible for complying with the financial intermediary requirements and because the application of the requirements to participation in the Plan is uncertain, the Optionee should consult his or her personal legal advisor prior to exercising the Option or selling any shares to ensure compliance.

## UNITED ARAB EMIRATES

**Securities Law Information .** The offer of Options under the Plan is made only to certain employees who meet the eligibility requirements in the Plan, and constitutes an “exempt personal offer” of equity incentives to employees in the United Arab Emirates. The Agreement, the Plan, and other incidental communication materials are intended for distribution only to employees and must not be delivered to, or relied on, by any other person.

The Emirates Securities and Commodities Authority and/or the Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. The Ministry of Economy, the Dubai Department of Economic Development, the Emirates Securities and Commodities Authority, Central Bank and the Dubai Financial Securities Authority, depending on the employee’s location in the United Arab Emirates, have not approved this statement, the Plan, the Agreement or any other documents the Optionee may receive in connection with the Option or taken steps to verify the information set out therein, and have no responsibility for such documents.

If the Optionee does not understand the contents of the Agreement or the Plan, the Optionee should consult his or her personal financial advisor.

## UNITED KINGDOM

**UK Sub-Plan.** The Option is granted under the Rules of the UK Sub-Plan to the NIKE, Inc. Stock Incentive Plan (the “UK Sub-Plan”). By accepting this Option grant, the Optionee agrees to all of the terms and conditions of the Option grant, including the UK Sub-Plan. However, if the value at grant of the shares underlying the Option, when combined with the value of the shares underlying other outstanding Options granted under the UK Sub-Plan and held by the Optionee, exceeds £30,000, then the number of shares in excess of the threshold will not be subject to the terms applicable to Options granted under the UK Sub-Plan and will not be considered qualified for UK tax purposes.

The following specific modifications to the Agreement apply in relation to the Option granted under the UK Sub-Plan:

**Section 5.** No adjustment to the Option granted under the UK Sub-Plan shall take effect until it has been approved by HM Revenue and Customs (“HMRC”).

**Section 6.1.1.** The Option granted under the UK Sub-Plan may be exchanged for shares of a surviving or acquiring corporation only in circumstances where the requirements of paragraphs 26 and 27 of Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003 are satisfied.

**Section 7.** The NIKE, Inc. Policy for Recoupment of Incentive Compensation shall not apply to any shares acquired pursuant to the Option granted under the UK Sub-Plan.

**Tax Obligations.** The following provisions supplement Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

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The Optionee agrees that, if the Optionee does not pay or the Employer or the Company does not withhold from the Optionee the full amount of income tax that the Optionee owes at exercise of the Option, or the release or assignment of the Option for consideration, or the receipt of any other benefit in connection with the Option (the "Taxable Event") within 90 days of the end of the U.K. tax year in which the Taxable Event occurs, or such other period specified in section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), then the amount that should have been withheld shall constitute a loan owed by the Optionee to the Employer, effective on the Due Date. The Optionee agrees that the loan will bear interest at the HMRC's Official Rate and will be immediately due and repayable by the Optionee, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to the Optionee by the Employer, by withholding from the cash proceeds from the sale of shares or by demanding cash or a check from the Optionee. The Optionee also authorizes the Company to delay the issuance of any shares unless and until the loan is repaid in full.

Notwithstanding the foregoing, if the Optionee is a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Optionee is a director or executive officer and income tax is not collected from or paid by the Optionee by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Optionee on which additional income tax and National Insurance contributions may be payable. The Optionee acknowledges that the Company or the Employer may recover any such additional income tax and National Insurance contributions at any time thereafter by any of the means referred to in Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix, although the Optionee acknowledges that he/she ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer, as applicable, for the value of any National Insurance contributions due on this additional benefit, which the Company or the Employer may recover from the Optionee at any time by any of the means referred to in Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix.

## URUGUAY

There are no country-specific provisions.

## VIETNAM

**Method of Exercise** . The following provision supplements Section 2 of Exhibit A to the Agreement and Section 2 of the Additional Terms for All Non-U.S. Optionees in this Appendix:

Due to regulatory requirements, the Optionee understands that the Optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct his or her broker to: (i) sell all of the shares issued upon exercise; (ii) use the proceeds to pay the purchase price, brokerage fees and any applicable Tax-Related Items; and (iii) remit the balance in cash to the Optionee. The Optionee will not be permitted to hold shares after exercise. Depending on the development of local laws or the Optionee's country of residence, the Company reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit any other method of exercise and payment of Tax-Related Items permitted under the Agreement.

**Exchange Control Information.** All cash proceeds from the sale of shares as described above must be immediately repatriated to Vietnam. Such repatriation of proceeds may need to be effectuated through a special exchange control account established by the Company or its subsidiary or affiliate, including the Employer. By accepting the Option, the Optionee consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Optionee.

## NIKE, INC. LONG-TERM INCENTIVE PLAN

This is the Long-Term Incentive Plan of NIKE, Inc. for the payment of incentive compensation to designated employees.

### Section 1. *Definitions.*

The following terms have the following meanings:

*Board:* The Board of Directors of the Company.

*Code:* The Internal Revenue Code of 1986, as amended.

*Committee:* The Compensation Committee of the Board, provided however, if the Compensation Committee of the Board is not composed entirely of Outside Directors, the “Committee” shall mean a committee composed entirely of at least two Outside Directors appointed by the Board from time to time.

*Company:* NIKE, Inc.

*Outside Directors:* The meaning ascribed to this term in Section 162(m) of the Code and the regulations proposed or adopted thereunder.

*Performance Period:* The period of time for which Company performance is measured for purposes of a Target Award.

*Performance Target:* An objectively determinable level of performance as selected by the Committee to measure performance of the Company or any subsidiary, division, or other unit of the Company for the Performance Period based on one or more of the following: net income, net income before taxes, operating income, revenues, return on sales, return on equity, earnings per share, total shareholder return, or any of the foregoing before the effect of acquisitions, divestitures, accounting changes, restructuring, or other special charges, as determined by the Committee at the time of establishing a Performance Target.

*Plan:* The Long-Term Incentive Plan of the Company.

*Target Award:* An amount of compensation to be paid in cash to a Plan participant based on achievement of a particular Performance Target level, as established by the Committee.

*Year:* The fiscal year of the Company.

### Section 2. *Objectives.*

The objectives of the Plan are to:

(a) recognize and reward on a long-term basis selected employees of the Company and its subsidiaries for their contributions to the overall profitability and performance of the Company; and

(b) qualify compensation under the Plan as “performance-based compensation” within the meaning of Section 162(m) of the Code and the regulations promulgated thereunder.

### Section 3. *Administration.*

The Plan will be administered by the Committee. Subject to the provisions of the Plan, the Committee will have full authority to interpret the Plan, to establish and amend rules and regulations relating to it, to determine the terms and provisions for making awards and to make all other determinations necessary or advisable for the administration of the Plan.

### Section 4. *Participation.*

Target Awards may be granted under the Plan only to individuals selected by the Committee who are employees of the Company or a subsidiary of the Company.

### Section 5. *Determination of the Performance Targets and Awards.*

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(a) *Performance Targets and Awards.* The Committee shall establish in writing, in its sole discretion, the Performance Targets and Target Award opportunities for each participant, within 90 days of the beginning of the applicable Performance Period. The Committee may establish (i) several Performance Target levels for each participant, each corresponding to a different Target Award opportunity, and (ii) different Performance Targets and Target Award opportunities for each participant in the Plan.

(b) *Other Terms and Restrictions.* The Committee may establish other restrictions to payment under a Target Award, such as a continued employment requirement, in addition to satisfaction of the Performance Targets.

(c) *Maximum Awards.* The Committee shall not establish Target Award opportunities for any participant such that the maximum amount payable under Target Awards which have Performance Periods ending in any single Year exceeds \$12,000,000.

#### Section 6. *Determination of Plan Awards.*

At the conclusion of the Performance Period, in accordance with Section 162(m)(4)(C)(iii) of the Code, prior to the payment of any award under the Plan, the Committee shall certify in the Committee's internal meeting minutes the attainment of the Performance Targets for the Performance Period and the calculation of the awards. No award shall be paid if the related Performance Target is not met. The Committee may, in its sole discretion, reduce or eliminate any participant's calculated award based on circumstances relating to the performance of the Company or the participant. Awards will be paid in accordance with the terms of the awards as soon as practicable following the Committee's certification of the awards.

#### Section 7. *Termination of Employment.*

The terms of a Target Award may provide that in the event of a participant's termination of employment for any reason during a Performance Period, the participant (or his or her beneficiary) will receive, at the time provided in Section 6, all or any portion of the award to which the participant would otherwise have been entitled.

#### Section 8. *Clawback Policy.*

Unless otherwise provided at the time of establishing a Target Award, all awards under the Plan shall be subject to (a) any applicable securities, tax and stock exchange laws, rules, regulations and requirements relating to the recoupment or clawback of incentive compensation, (b) the NIKE, Inc. Policy for Recoupment of Incentive Compensation as approved by the Committee and in effect at the time the Target Award is established, (c) such other policy for clawback or recoupment of incentive compensation as may subsequently be approved from time to time by the Committee and (d) any clawback or recoupment provisions set forth in any agreement or notice evidencing the participant's Target Award. By acceptance of any payment under the Plan, a participant expressly agrees to repay to the Company any amount that may be required to be repaid under the applicable policy.

#### Section 9. *Miscellaneous.*

(a) *Amendment and Termination of the Plan.* The Committee with the approval of the Board may amend, modify or terminate the Plan at any time and from time to time except insofar as approval by the Company's shareholders is required pursuant to Section 162(m)(4)(C)(ii) of the Code. The Plan shall terminate at the first shareholder meeting that occurs in the fifth year after the Company's shareholders approve the Plan. Notwithstanding the foregoing, no such amendment, modification or termination shall affect the payment of Target Awards previously established.

(b) *No Assignment.* Except as otherwise required by applicable law, no interest, benefit, payment, claim or right of any participant under the plan shall be subject in any manner to any claims of any creditor of any participant or beneficiary, nor to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind, and any attempt to take any such action shall be null and void.

(c) *No Rights to Employment.* Nothing contained in the Plan shall give any person the right to be retained in the employment of the Company or any of its subsidiaries. The Company reserves the right to terminate a participant at any time for any reason notwithstanding the existence of the Plan.

(d) *Beneficiary Designation.* The Committee shall establish such procedures as it deems necessary for a participant to designate a beneficiary to whom any amounts would be payable in the event of a participant's death.

(e) *Plan Unfunded.* The entire cost of the Plan shall be paid from the general assets of the Company. The rights of any person to receive benefits under the Plan shall be only those of a general unsecured creditor, and neither the Company nor the Board nor

the Committee shall be responsible for the adequacy of the general assets of the Company to meet and discharge Plan liabilities, nor shall the Company be required to reserve or otherwise set aside funds for the payment of its obligations hereunder.

(f) *Applicable Law.* The Plan and all rights thereunder shall be governed by and construed in accordance with the laws of the State of Oregon.

**NIKE, INC.**  
**RESTRICTED STOCK AGREEMENT**

Pursuant to paragraph 7 of the Stock Incentive Plan (the “Plan”) of NIKE, Inc., an Oregon corporation (the “Company”), and effective as of \_\_\_\_\_ (the “Grant Date”), the Company hereby grants restricted stock to \_\_\_\_\_ (the “Recipient”), subject to the terms and conditions of this agreement between the Company and the Recipient (this “Agreement”). By accepting this restricted stock grant, the Recipient agrees to all of the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Plan.

1. Grant of Restricted Stock. Subject to the terms and conditions of this Agreement, the Company hereby grants to the Recipient \_\_\_\_\_ shares of Class B Common Stock of the Company (the “Restricted Shares”). The Restricted Shares are subject to forfeiture to the Company as set forth in Section 3 below.

2. Vesting.

2.1 Generally. All of the Restricted Shares shall initially be unvested, and shall vest with respect to one-third of the total Restricted Shares on each of the first three anniversaries of the Grant Date (provided that the Recipient is employed by or in the service of the Company on the applicable vesting date). For purposes of this Agreement, the Recipient is considered to be employed by or in the service of the Company if the Recipient is employed by or in the service of the Company or any parent or subsidiary corporation of the Company (an “Employer”).

2.2 Acceleration Upon Death or Disability. If the Recipient ceases to be employed by or in the service of the Company as a result of death or physical disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), all of the Restricted Shares shall immediately vest.

2.3 Double Trigger Acceleration in Connection with a Change in Control. All of the Restricted Shares shall immediately vest if a Change in Control (as defined below) occurs and at any time after the Change in Control and on or before the second anniversary of the Change in Control, (i) the Recipient’s employment or service is terminated by the Company (or its successor) without Cause (as defined below), or (ii) the Recipient’s employment or service is terminated by the Recipient for Good Reason (as defined below). In addition, all of the Restricted Shares shall vest immediately prior to the consummation of a Change in Control if (a) the Recipient’s employment or service is terminated by the Company without Cause or the Recipient’s employment or service is terminated by the Recipient for Good Reason after Shareholder Approval (as defined below) but before the Change in Control and (b) the Change in Control occurs within one year following the Recipient’s termination of employment or service.

2.3.1 For purposes of this Agreement, a “Change in Control” of the Company shall mean the occurrence of any of the following events:

(a) At any time during a period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (“Incumbent Directors”) shall cease for any reason to constitute at least a majority thereof; provided, however, that the term “Incumbent Director” shall also include each new director elected during such two-year period whose nomination or election was approved by two-thirds of the Incumbent Directors then in office;

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(b) At any time that the holders of the Class A Common Stock of the Company have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the then outstanding Class A Common Stock of the Company;

(c) At any time after such time as the holders of the Class A Common Stock of the Company cease to have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company ordinarily having the right to vote for the election of directors (“ **Voting Securities** ”) representing thirty percent (30%) or more of the combined voting power of the then outstanding Voting Securities;

(d) A consolidation, merger or plan of exchange involving the Company (“ **Merger** ”) as a result of which the holders of outstanding Voting Securities immediately prior to the Merger do not continue to hold at least fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the surviving corporation or a parent corporation of the surviving corporation immediately after the Merger, disregarding any Voting Securities issued to or retained by such holders in respect of securities of any other party to the Merger; or

(e) A sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

2.3.2 For purposes of this Agreement, “ **Shareholder Approval** ” shall mean approval by the shareholders of the Company of a transaction, the consummation of which would be a Change in Control.

2.3.3 For purposes of this Agreement, “ **Cause** ” shall mean (a) the willful and continued failure to perform substantially the Recipient’s reasonably assigned duties with the Company or the Employer (other than any such failure resulting from incapacity due to physical or mental illness) after a demand for substantial performance is delivered to the Recipient by the Company or the Employer which specifically identifies the manner in which the Company or the Employer believes that the Recipient has not substantially performed the Recipient’s duties, or (b) the willful engagement in illegal conduct which is materially and demonstrably injurious to the Company or the Employer. No act, or failure to act, shall be considered “willful” if the Recipient reasonably believed that the action or omission was in, or not opposed to, the best interests of the Company or the Employer.

2.3.4 For purposes of this Agreement, “ **Good Reason** ” shall mean:

(a) the assignment of a different title, job or responsibilities that results in a decrease in the level of responsibility of the Recipient after Shareholder Approval, if applicable, or the Change in Control when compared to the Recipient’s level of responsibility for the Company’s or the Employer’s operations prior to Shareholder Approval, if applicable, or the Change in Control; provided that Good Reason shall not exist if the Recipient continues to have the same or a greater general level of responsibility for Company operations after the Change in Control as the Recipient

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had prior to the Change in Control even if the Company operations are a subsidiary or division of the surviving company;

(b) a reduction in the Recipient's base pay as in effect immediately prior to Shareholder Approval, if applicable, or the Change in Control;

(c) a material reduction in total benefits available to the Recipient under cash incentive, stock incentive and other employee benefit plans after Shareholder Approval, if applicable, or the Change in Control compared to the total package of such benefits as in effect prior to Shareholder Approval, if applicable, or the Change in Control; or

(d) the Recipient is required to be based more than fifty (50) miles from where the Recipient's office is located immediately prior to Shareholder Approval, if applicable, or the Change in Control except for required travel on company business to an extent substantially consistent with the business travel obligations which the Recipient undertook on behalf of the Company prior to Shareholder Approval, if applicable, or the Change in Control.

3. Forfeiture Restriction. If the Recipient ceases to be employed by or in the service of the Company for any reason or for no reason, with or without cause, any Restricted Shares that did not vest pursuant to Section 2 above at or prior to the time of such termination of employment or service shall be forfeited to the Company; provided, however, that if the Recipient's employment is terminated by the Company without Cause or by the Recipient for Good Reason after Shareholder Approval but before a Change in Control, any Restricted Shares will not be forfeited under this sentence unless a Change in Control does not subsequently occur within one year of such termination of employment or service. Nothing contained in this Agreement shall confer upon Recipient any right to be employed by the Company or any Employer or to continue to provide services to the Company or any Employer or to interfere in any way with the right of the Company or any Employer to terminate Recipient's services at any time for any reason, with or without cause.

4. Restriction on Transfer. The Recipient shall not sell, assign, pledge, or in any manner transfer unvested Restricted Shares, or any right or interest in unvested Restricted Shares, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the Recipient's domicile at the time of death. Any sale or transfer, or purported sale or transfer, of unvested Restricted Shares, or any right or interest in unvested Restricted Shares, in violation of this Section 4 shall be null and void.

5. Tax Withholding. Recipient acknowledges that, on the date (the "**Vesting Date**") any portion of the Restricted Shares vests, the Value (as defined below) on that date of such vested Restricted Shares will be treated as ordinary compensation income for federal and state income and FICA tax purposes, and that the Company will be required to withhold taxes on this income amount. To satisfy the required withholding amount, Recipient shall surrender to the Company the number of vested Restricted Shares having a Value equal to the required withholding amount, and the Company shall have the right to cancel such number of vested Restricted Shares without any further action by Recipient before delivering the balance of the vested Restricted Shares to Recipient in accordance with Section 7. For purposes of this Section 5, the "**Value**" of a Restricted Share shall be equal to the closing market price for Class B Common Stock on the last trading day preceding the Vesting Date. Notwithstanding the foregoing, Recipient may elect with respect to any Vesting Date to pay withholding taxes in cash instead of having vested Restricted Shares withheld to cover taxes by giving notice to the Company in writing at least 15 days prior to the Vesting Date, in which case no vested Restricted Shares shall be delivered to Recipient until Recipient shall have paid to the Company in cash any required tax withholding. **Recipient agrees not to file with respect to any Restricted Shares any election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code").**

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6. Rights as Shareholder; Dividends . Upon the execution and delivery of this Agreement, the award of the Restricted Shares shall be completed and, except as limited by this Agreement, the Recipient shall be the owner of the Restricted Shares with all rights of a shareholder, including the right to vote the Restricted Shares and to receive ordinary dividends payable with respect to the Restricted Shares from the date of this Agreement. Until the Restricted Shares become vested, they will not be treated as issued shares for federal income tax purposes and dividends paid to the Recipient with respect to the Restricted Shares will be treated for federal income tax purposes as additional compensation subject to applicable withholding.

7. Stock Certificate . To secure the rights of the Company under Sections 3 and 5, the Company will retain the certificate or certificates representing the Restricted Shares. Upon any forfeiture of the Restricted Shares covered by this Agreement, the Company shall have the right to cancel the Restricted Shares in accordance with this Agreement without any further action by the Recipient. After Restricted Shares have vested and all required withholding has been paid to the Company in connection with such vesting, the Company shall deliver a certificate for the remaining vested Restricted Shares to the Recipient.

8. Changes in Capital Structure . If, prior to vesting of Restricted Shares, the outstanding Class B Common Stock is increased or changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation as a result of a stock dividend, stock split, reorganization, merger, consolidation, plan of exchange, recapitalization or reclassification, the restrictions and other provisions of this Agreement shall apply to any such additional shares of Class B Common Stock or other shares or securities which are issued in respect of the Restricted Shares to the same extent as such restrictions and other provisions apply to the Restricted Shares.

9. Restrictive Legends . Stock certificates for shares issued under this Agreement may bear the following legends:

The shares represented by this certificate are subject to a Restricted Stock Agreement between the registered owner and NIKE, Inc. which restricts the transferability of the shares. A copy of the agreement is on file with the Secretary of NIKE, Inc.

10. Clawback . Notwithstanding any other provision herein, the Recipient acknowledges and agrees that the Restricted Shares and any shares or other amount or property that may be issued, delivered or paid in respect of the Restricted Shares, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, “clawback” or similar provisions of applicable law, as well as the NIKE, Inc. Policy for Recoupment of Incentive Compensation as approved by the Board of Directors and the Committee and in effect at the time of grant or such other policy for “clawback” or “recoupment” of incentive compensation as may subsequently be approved from time to time by the Board of Directors or the Committee.

In addition, the Company may require the Recipient to deliver or otherwise repay to the Company the Restricted Shares and any shares or other amount or property that may be issued, delivered or paid in respect of the Restricted Shares, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, if the Company reasonably determines that one or more of the following has occurred:

(a) during the period of the Recipient’s employment or service with the Company or the Employer (the “Employment Period”) or at any time thereafter, the Recipient has committed or engaged in a breach of confidentiality, or an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information of the Company or any of its subsidiaries

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or otherwise has breached any employee invention and secrecy agreement or similar agreement with the Company or any of its subsidiaries; or

(b) during the Employment Period or at any time thereafter, the Recipient has committed or engaged in an act of theft, embezzlement or fraud, breached any covenant not to compete and non-solicitation or non-disclosure agreement or similar agreement with the Company or any of its subsidiaries, or materially breached any other agreement to which the Recipient is a party with the Company or any of its subsidiaries.

11. Miscellaneous.

11.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof and may be amended only by written agreement between the Company and the Recipient.

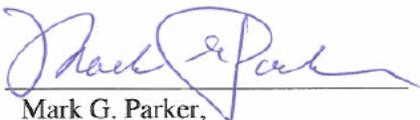
11.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient when delivered personally to the party to whom it is addressed or when deposited into the United States Mail as registered or certified mail, return receipt requested, postage prepaid, addressed to the Company, Attention: Corporate Secretary, at its principal executive offices or to the Recipient at the address of Recipient in the Company's records, or at such other address as such party may designate by ten (10) days' advance written notice to the other party.

11.3 Rights and Benefits. The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

11.4 Further Action. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

11.5 Applicable Law; Attorneys' Fees. The terms and conditions of this Agreement shall be governed by the laws of the State of Oregon. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of, and agree that such litigation shall be conducted in, the courts of Washington County, Oregon or the United States District Court for the District of Oregon, where this Agreement is made and/or to be performed. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

**NIKE, Inc.**

By:   
Mark G. Parker,  
Chief Executive Officer

NIKE, INC.

GLOBAL RESTRICTED STOCK UNIT AGREEMENT

Pursuant to paragraph 7 of the Stock Incentive Plan (the “**Plan**”) of NIKE, Inc., an Oregon corporation (the “**Company**”), and effective as of \_\_\_\_\_ (the “**Grant Date**”), the Company hereby grants restricted stock units (“**RSUs**”) to \_\_\_\_\_ (the “**Recipient**”), subject to the terms and conditions of this agreement between the Company and the Recipient (this “**Agreement**”). By accepting this RSU grant, the Recipient agrees to all of the terms and conditions of this Agreement, including any special terms and conditions for non-U.S. Recipients in the attached Appendix A and any country-specific terms and conditions in the attached Appendix B. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Plan.

1. Grant of Restricted Stock Units; Dividend Equivalents. Subject to the terms and conditions of this Agreement, the Company hereby grants to the Recipient \_\_\_\_\_ RSUs. The grant of RSUs obligates the Company, upon vesting in accordance with this Agreement, to deliver to the Recipient one share of Class B Common Stock of the Company (a “**Share**”) for each RSU. Upon vesting of each RSU, the Company also agrees to make a dividend equivalent cash payment with respect to each vested RSU in an amount equal to the total amount of dividends paid per share of Class B Common Stock for which the dividend record dates occurred after the Grant Date and before the date of delivery of the underlying Shares. The RSUs are subject to forfeiture as set forth in Section 4 below.
  2. Vesting.
    1. Generally. All of the RSUs shall initially be unvested, and shall vest with respect to [ one-third of the total number of RSUs on each of the first three anniversaries ] / [ **Note: this is vesting treatment for annual awards to non-U.S. executives** ] / [ the total number of RSUs on the \_\_\_\_ anniversary ] / [ **Note: this is cliff vesting for retention awards** ] of the Grant Date (provided that the Recipient is employed by or in the service of the Company on the applicable vesting date). For purposes of this Agreement, the Recipient is considered to be employed by or in the service of the Company if the Recipient is employed by or in the service of the Company or any parent or subsidiary corporation of the Company (an “**Employer**”). For purposes of the RSUs, unless otherwise expressly provided for in this Agreement, in the event of termination of the Recipient's employment or service, the Recipient's right to vest in the RSUs under the Plan, if any, will terminate on the date of termination (except if termination is due to total disability or death as set forth in Section 2.2, or in connection with a Change in Control as provided in Section 2.3); provided, however, that the Compensation Committee of the Company's Board of Directors (the “**Committee**”) may determine, in its sole discretion, that, regardless of the reason of the Recipient's termination (whether or not in breach of local laws and whether or not later found to be invalid), vesting will cease on the date of termination of active employment or service, which will not be extended by any notice period mandated under local law (e.g., active employment or service would not include a period of “garden leave” or similar period pursuant to local law).
    2. Acceleration Upon Death or Disability. If the Recipient ceases to be employed by or in the service of the Company as a result of death or physical disability (within the meaning of Section 22(e)(3) of the Code), all of the RSUs shall immediately vest.
    3. Double Trigger Acceleration in Connection with a Change in Control. All of the RSUs shall immediately vest if a Change in Control (as defined below) occurs and at any time after the Change in Control
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and on or before the second anniversary of the Change in Control, (i) the Recipient's employment or service is terminated by the Company (or its successor) without Cause (as defined below), or (ii) the Recipient's employment or service is terminated by the Recipient for Good Reason (as defined below); provided, however, that the RSUs may also immediately vest in connection with a Change in Control as provided in Section 9.2 below. In addition, all of the RSUs shall vest immediately prior to the consummation of a Change in Control if (a) the Recipient's employment or service is terminated by the Company without Cause or the Recipient's employment or service is terminated by the Recipient for Good Reason after Shareholder Approval (as defined below) but before the Change in Control and (b) the Change in Control occurs within one year following the Recipient's termination of employment or service.

2.3.1 For purposes of this Agreement, a “ **Change in Control** ” of the Company shall mean the occurrence of any of the following events:

(a) At any time during a period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (“ **Incumbent Directors** ”) shall cease for any reason to constitute at least a majority thereof; provided, however, that the term “Incumbent Director” shall also include each new director elected during such two-year period whose nomination or election was approved by two-thirds of the Incumbent Directors then in office;

(b) At any time that the holders of the Class A Common Stock of the Company have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the then outstanding Class A Common Stock of the Company;

(c) At any time after such time as the holders of the Class A Common Stock of the Company cease to have the right to elect (voting as a separate class) a majority of the members of the Board of Directors of the Company, any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) shall, as a result of a tender or exchange offer, open market purchases or privately negotiated purchases from anyone other than the Company, have become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company ordinarily having the right to vote for the election of directors (“ **Voting Securities** ”) representing thirty percent (30%) or more of the combined voting power of the then outstanding Voting Securities;

(d) A consolidation, merger or plan of exchange involving the Company (“ **Merger** ”) as a result of which the holders of outstanding Voting Securities immediately prior to the Merger do not continue to hold at least fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the surviving corporation or a parent corporation of the surviving corporation immediately after the Merger, disregarding any Voting Securities issued to or retained by such holders in respect of securities of any other party to the Merger; or

(e) A sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

2.3.2 For purposes of this Agreement, “ **Shareholder Approval** ” shall mean approval by the shareholders of the Company of a transaction, the consummation of which would be a Change in Control.

2.3.3 For purposes of this Agreement, “ **Cause** ” shall mean (a) the willful and continued

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failure to perform substantially the Recipient's reasonably assigned duties with the Company or the Employer (other than any such failure resulting from incapacity due to physical or mental illness) after a demand for substantial performance is delivered to the Recipient by the Company or the Employer which specifically identifies the manner in which the Company or the Employer believes that the Recipient has not substantially performed the Recipient's duties, or (b) the willful engagement in illegal conduct which is materially and demonstrably injurious to the Company or the Employer. No act, or failure to act, shall be considered "willful" if the Recipient reasonably believed that the action or omission was in, or not opposed to, the best interests of the Company or the Employer.

2.3.4 Notwithstanding any provision in the Plan to the contrary, for purposes of this Agreement, "**Good Reason**" shall mean, without the Recipient's consent:

(a) a material diminution in the Recipient's authority, duties and responsibilities after Shareholder Approval, if applicable, or the Change in Control when compared to the Recipient's level of authority, duties, and responsibilities for the Company's or the Employer's operations prior to Shareholder Approval, if applicable, or the Change in Control; provided that Good Reason shall not exist if the Recipient continues to have the same or a greater general level of authority, duties, and responsibilities for Company operations after the Change in Control as the Recipient had prior to the Change in Control even if the Company operations are a subsidiary or division of the surviving company;

(b) a material reduction in the Recipient's base pay as in effect immediately prior to Shareholder Approval, if applicable, or the Change in Control;

(c) a material reduction in total benefits available to the Recipient under cash incentive, stock incentive and other employee benefit plans after Shareholder Approval, if applicable, or the Change in Control compared to the total package of such benefits as in effect prior to Shareholder Approval, if applicable, or the Change in Control; or

(d) the Recipient is required to be based more than fifty (50) miles from where the Recipient's office is located immediately prior to Shareholder Approval, if applicable, or the Change in Control except for required travel on company business to an extent substantially consistent with the business travel obligations which the Recipient undertook on behalf of the Company prior to Shareholder Approval, if applicable, or the Change in Control.

Notwithstanding any provision in this Agreement or the Plan to the contrary, a termination of an employment or other service relationship by the Recipient will not be for Good Reason unless (i) the Recipient notifies the Company in writing of the existence of the condition that the Recipient believes constitutes Good Reason within thirty (30) days of the initial existence of such condition (which notice specifically identifies such condition), (ii) the Company fails to remedy such condition within thirty (30) days after the date that it receives such notice (the "**Remedial Period**"), and (iii) the Recipient actually terminates the Recipient's employment or other service relationship within thirty (30) days after the expiration of the Remedial Period. If the Recipient terminates his or her employment or other service relationship before the expiration of the Remedial Period or after the Company remedies the condition, then the Recipient's termination will not be considered to be for Good Reason.

3. Delivery. Subject to Section 6 (Responsibility for Taxes) and Section 12.1 (Compliance with Law) and except as provided in Sections 4, 9 and 10 hereof, within 30 days after any of the RSUs become vested, the Company shall deliver to the Recipient (a) the number of Shares underlying the RSUs that vested in either certificated form, uncertificated form or via book entry credit, and (b) the dividend
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equivalent cash payment determined under Section 1 with respect to the number of RSUs that vested (the “**Dividend Equivalent Payment**”); provided that, if (i) the Recipient’s employment or service is terminated by the Company without Cause or the Recipient’s employment or service is terminated by the Recipient for Good Reason after Shareholder Approval but before a Change in Control and (ii) the Change in Control occurs within one year following the Recipient’s termination of service, such Shares and the Dividend Equivalent Payment shall be delivered simultaneously with the closing of the Change in Control such that the Recipient will participate as a shareholder in receiving proceeds from such transaction with respect to those Shares.

4. Forfeiture Restriction.

1. If the Recipient ceases to be employed by or in the service of the Company for any reason or for no reason, with or without Cause, any RSUs that did not vest pursuant to Section 2 above at or prior to the time of such termination of employment or service shall be forfeited to the Company; provided, however, that if the Recipient’s employment or service is terminated by the Company without Cause or by the Recipient for Good Reason after Shareholder Approval but before a Change in Control, any RSUs will not be forfeited under this sentence unless a Change in Control does not subsequently occur within one year following the Recipient’s termination of employment or service. Nothing contained in this Agreement shall confer upon the Recipient any right to be employed by the Company or any Employer or to continue to provide services to the Company or any Employer or to interfere in any way with the right of the Company or any Employer to terminate the Recipient’s services at any time for any reason, with or without Cause.

2. Notwithstanding any provisions in this Agreement, any Shares or Dividend Equivalent Payment that have not yet been settled and paid pursuant to Section 3, or following Shareholder Approval but prior to a Change of Control as contemplated by Section 4.1, shall be forfeited and no such delivery shall occur if, during the Employment Period (as defined in Section 11(a)), and at any time prior to such delivery thereafter (the “Restriction Period”), the Recipient, directly or indirectly, owns, manages, controls or participates in the ownership, management or control of, or becomes employed by, consults for or becomes connected in any manner with, any business engaged anywhere in the world in the athletic footwear, athletic apparel or sports equipment, sports electronics/technology and sports accessories business or any other business that directly competes with the then-current existing or reasonably anticipated business of the Company or any of its parent, subsidiaries or affiliated corporations (a “Competitor”). The Company has the option, in its sole discretion, to elect to waive all or a portion of the Restriction Period or to limit the definition of Competitor.

5. Restriction on Transfer. The RSUs are nonassignable and nontransferable by the Recipient, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the Recipient’s domicile at the time of death.

6. Responsibility for Taxes. The Recipient acknowledges that, regardless of any action taken by the Company or, if different, the Employer the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient’s participation in the Plan and legally applicable to the Recipient or deemed by the Company or the Employer to be an appropriate charge to the Recipient even if technically due by the Company or the Employer (“**Tax-Related Items**”), is and remains the Recipient’s responsibility and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or any Dividend Equivalent Payment, and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Recipient’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient is subject to Tax-Related Items in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as

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applicable, the Recipient acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items.

In this regard, the Recipient authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from any Dividend Equivalent Payment;
- (ii) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer;
- (iii) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization); or
- (iv) withholding in Shares to be issued upon settlement of the RSUs.

Notwithstanding the above, if the Recipient is a Section 16 officer of the Company under the Exchange Act, as amended, then the Company will withhold in Shares to be issued upon settlement of the RSUs, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Recipient may elect the form of withholding from the alternatives above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Recipient will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Recipient agrees to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

7. Rights as Shareholder . Until delivery of the Shares underlying the vested RSUs to the Recipient, the Recipient has only the rights of a general unsecured creditor, and no rights as a shareholder of the Company.
  8. Changes in Capital Structure . If, prior to the full vesting of all of the RSUs granted under this Agreement, the outstanding Class B Common Stock of the Company is increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any recapitalization, reclassification, stock split, combination of shares or dividend payable in shares, appropriate adjustment shall be made by the Committee in the number and kind of shares subject to the unvested RSUs so that the Recipient's proportionate interest before and after the occurrence of the event is maintained. Notwithstanding the foregoing, the Committee shall have no obligation to effect any adjustment that would or might result in the issuance of fractional shares, and any fractional shares resulting from any adjustment may be disregarded or provided for in any manner determined by the Committee. Any such adjustments made by the Committee shall be conclusive.
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9. Sale of the Company. If there shall occur a merger, consolidation or plan of exchange involving the Company pursuant to which the outstanding shares of Class B Common Stock of the Company are converted into cash or other stock, securities or property, or a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Company, then either:

1. the unvested RSUs shall be converted into restricted stock units for stock of the surviving or acquiring corporation in the applicable transaction, with the amount and type of shares subject thereto to be conclusively determined by the Committee, taking into account the relative values of the companies involved in the applicable transaction and the exchange rate, if any, used in determining shares of the surviving corporation to be held by the former holders of the Company's Class B Common Stock following the applicable transaction, and disregarding fractional shares; or

2. all of the unvested RSUs shall immediately vest and all underlying Shares and the Dividend Equivalent Payment shall be delivered simultaneously with the closing of the applicable transaction such that the Recipient will participate as a shareholder in receiving proceeds from such transaction with respect to those Shares.

10. Section 409A. The parties intend that this Agreement and the benefits provided hereunder be exempt from the requirements of Section 409A of the Code to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4) or otherwise. To the extent Section 409A of the Code is applicable to this Agreement and such benefits, the parties intend that this Agreement and such benefits comply with the deferral, payout, and other limitations and restrictions imposed under Section 409A of the Code. Notwithstanding any other provision of this Agreement or an employment agreement or other agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, any delivery or distribution contemplated under this Agreement will be made to a Recipient who is a "specified employee" (as defined in the NIKE, Inc. Deferred Compensation Plan) at the time of a "separation from service" (within the meaning of Section 409A of the Code) within thirty (30) days following the earlier of (i) the expiration of the six-month period following the Recipient's separation from service, and (ii) the Recipient's death, to the extent such delayed payment is otherwise required to avoid a prohibited distribution under Section 409A of the Code. For purposes of Section 409A of the Code, each payment or benefit payable pursuant to this Agreement shall be treated as a separate payment. Notwithstanding the foregoing, this Agreement and the Plan may be amended by the Company at any time, without the consent of any party, to the extent necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in this Agreement or the Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid or RSUs granted under this Agreement, and neither the Company nor any of its affiliates shall under any circumstances have any liability to the Recipient or his or her estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code.

11. Clawback. Notwithstanding any other provision herein, the Recipient acknowledges and agrees that the RSUs and any shares or other amount or property that may be issued, delivered or paid in respect of the RSUs, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, "clawback" or similar provisions of applicable law, as well as the NIKE, Inc. Policy for Recoupment of Incentive Compensation as approved by the Board of Directors and the Committee and in effect at the time of grant or such other policy for "clawback" or "recoupment" of incentive compensation as may subsequently be approved from time to time by the Board of Directors or the Committee.

In addition, the Company may require the Recipient to deliver or otherwise repay to the Company the RSUs and any shares or other amount or property that may be issued, delivered or paid in respect of the RSUs, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or

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property, if the Company reasonably determines that one or more of the following has occurred:

(a) during the period of the Recipient's employment or service with the Company or the Employer (the "**Employment Period**") or at any time thereafter, the Recipient has committed or engaged in a breach of confidentiality, or an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information of the Company or any of its subsidiaries or otherwise has breached any employee invention and secrecy agreement or similar agreement with the Company or any of its subsidiaries; or

(b) during the Employment Period or at any time thereafter, the Recipient has committed or engaged in an act of theft, embezzlement or fraud, breached any covenant not to compete and non-solicitation or non-disclosure agreement or similar agreement with the Company or any of its subsidiaries, or materially breached any other agreement to which the Recipient is a party with the Company or any of its subsidiaries.

## 12. Miscellaneous.

1. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

2. Amendments. The Company may at any time amend this Agreement to increase the portion of the RSUs that are vested. Otherwise, this Agreement may not be amended without the written consent of the Recipient and the Company.

3. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

4. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

5. Appendices A and B. Notwithstanding any provisions in this Agreement, the grant of RSUs to Recipients outside the U.S. shall be subject to the special terms and conditions applicable to Recipients outside the U.S. set forth in Appendix A to this Agreement and any country-specific terms and conditions for the Recipient's country set forth in Appendix B to this Agreement. If the Recipient relocates outside the U.S., and/or to one of the countries included in the Appendix B, the special terms and conditions in Appendix A and Appendix B will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices A and B constitute part of this Agreement.

6. Imposition of Other Requirements. The Company reserves the right to impose other requirements upon the Recipient's participation in the Plan, on the RSUs and on any Shares acquired under

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the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

7. Complete Agreement. This Agreement, including the Appendices, constitutes the entire agreement between the Recipient and the Company, both oral and written concerning the matters addressed herein, except with regard to the imposition of other requirements as described under Section 12.6 above, and all prior agreements or representations concerning the matters addressed herein, whether written or oral, express or implied, are terminated and of no further effect.

8. Committee Determinations. The Recipient agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee or other administrator of the Plan as to the provisions of the Plan or this Agreement or any questions arising thereunder.

9. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient when delivered personally to the party to whom it is addressed or when deposited into the United States Mail as registered or certified mail, return receipt requested, postage prepaid, addressed to the Company, Attention: Corporate Secretary, at its principal executive offices or to the Recipient at the address of Recipient in the Company's records, or at such other address as such party may designate by ten (10) days' advance written notice to the other party.

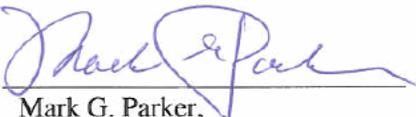
10. Rights and Benefits. The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or the Recipient's acquisition or sale of the underlying shares of Class B Common Stock. The Recipient is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. Applicable Law; Attorneys' Fees. The terms and conditions of this Agreement shall be governed by the laws of the State of Oregon. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of, and agree that such litigation shall be conducted in, the courts of Washington County, Oregon or the United States District Court for the District of Oregon, where this Agreement is made and/or to be performed. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

13. Waiver. The Recipient acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Recipient or any other Plan participant.

NIKE, Inc.

By:   
Mark G. Parker,  
Chief Executive Officer

**APPENDIX A**  
**TO THE**  
**STOCK INCENTIVE PLAN**  
**GLOBAL RESTRICTED STOCK UNIT AGREEMENT**  
**SPECIAL TERMS AND CONDITIONS FOR NON-U.S. RECIPIENTS**

This Appendix A includes additional terms and conditions that govern RSUs for Recipients residing outside of the United States. Capitalized terms not explicitly defined in this Appendix A but defined in the Agreement shall have the same definitions as in the Agreement.

1. Nature of Grant. In accepting the RSUs, the Recipient understands, acknowledges and agrees that:
    1. the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
    2. the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
    3. all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;
    4. the RSUs grant and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company or the Employer and shall not interfere with the ability of the Company, the Employer or any parent or subsidiary corporation of the Company, as applicable, to terminate the Recipient's employment or service relationship (if any);
    5. the Recipient is voluntarily participating in the Plan;
    6. the RSUs and the Shares subject to the RSUs, and the income and value of same, are not intended to replace any pension rights or compensation;
    7. the RSUs and the Shares subject to the RSUs, and the income and value of same, are not part of normal or expected compensation for any purpose, including for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
    8. unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income and value of same, are not granted for, or in connection with, any service the Recipient may provide as a director of any parent or subsidiary of the Company;
    9. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
    10. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the RSUs to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, any parent or subsidiary corporation, including the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, any parent or subsidiary corporation and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall
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be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

11. neither the Company, the Employer nor any parent or subsidiary corporation of the Company shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Recipient pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

2. **Data Privacy**. *The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and any parent or subsidiary corporation for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan .*

*The Recipient understands that the Company and the Employer may hold certain personal information about the Recipient, including, but not limited to, the Recipient's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*The Recipient understands that Data will be transferred to E\*Trade Corporate Financial Services, Inc., or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country ( e.g. , the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, E\*Trade Corporate Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able to grant RSUs or other equity awards to the Recipient or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.*

3. **Language**. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. **Insider Trading Restrictions/Market Abuse Laws**. The Recipient acknowledges that, depending on his or her country, the Recipient may be subject to insider trading restrictions and/or market abuse laws,

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which may affect his or her ability to acquire or sell the Shares or rights to the Shares under the Plan during such times as the Recipient is considered to have “inside information” regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Recipient is advised to speak to his or her personal advisor on this matter.

5. Foreign Asset/Account Reporting Requirements. The Recipient acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside the Recipient’s country. The Recipient may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Recipient also may be required to repatriate sale proceeds or other funds received as a result of the Recipient’s participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. The Recipient acknowledges that it is his or her responsibility to be compliant with such regulations, and the Recipient is advised to consult his or her personal legal advisor for any details.

## **APPENDIX B**

### **TO THE**

### **STOCK INCENTIVE PLAN**

### **GLOBAL RESTRICTED STOCK UNIT AGREEMENT**

### **COUNTRY-SPECIFIC TERMS FOR NON-U.S. RECIPIENTS**

This Appendix B includes additional terms and conditions that govern RSUs for Recipients residing and/or working in the countries below. Capitalized terms not explicitly defined in this Appendix B but defined in the Agreement shall have the same definitions as in the Agreement.

This Appendix B also includes information regarding certain issues of which the Recipient should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of June 2015. Such laws are often complex and change frequently. In addition, the information contained herein is general in nature and may not apply to the Recipient’s particular situation, and the Company is not in a position to assure the Recipient of a particular result.

By accepting the RSUs, the Recipient agrees to comply with applicable laws associated with participation in the Plan. The Recipient further acknowledges that if he or she has any questions regarding his or her responsibilities in this regard, the Recipient will seek advice from his or her personal legal advisor, at his or her own cost, and further agrees that neither the Company, nor any parent or subsidiary corporation, including the Employer, will be liable for any fines or penalties resulting from Recipient’s failure to comply with applicable laws concerning the acquisition and disposition of Shares.

If the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working and/or residing, transfers employment after the RSUs are granted or is considered resident of another country for local law purposes, the information contained herein may not be applicable to the Recipient, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Recipient.

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## ARGENTINA

**Securities Law Information** . Shares of the Company are not publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information** . Provided proceeds from the sale of Shares acquired under the Plan, cash dividends paid or such Shares or Dividend Equivalent Payments are held in a U.S. bank or brokerage account for at least 10 days prior to transfer into Argentina, the Recipient should be able to freely transfer such proceeds into Argentina, although the Recipient should confirm this with his or her local bank. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer proceeds in Argentina, including evidence of the sale of Shares. If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentina Central Bank has not been satisfied, it may require that 30% of the proceeds be placed in a non-interest bearing dollar deposit account for a holding period of 365 days.

Please note that exchange control regulations in Argentina are subject to frequent change. The Recipient is solely responsible for complying with any applicable exchange control rules and should consult with his or her personal legal advisor prior to receiving proceeds from the sale of Shares acquired upon vesting of the RSUs, cash dividends or Dividend Equivalent Payments.

**Foreign Asset/Account Reporting Information** . If the Recipient holds Shares (acquired upon vesting of the RSUs or otherwise) as of December 31, the Recipient is required to report certain information regarding the Shares on his or her annual tax return.

## AUSTRALIA

**Data Privacy** . This provision supplements Section 2 of Appendix A:

The Company can be contacted at One Bowerman Drive, Beaverton OR, 97005, U.S.A. The Australian Employer can be contacted at NIKE Australia Pty. Ltd., 28 Victoria Crescent, PO Box 443, Abbotsford VIC 3067, Australia or Hurley Australia Pty. Ltd., 24 Cross Street, Brookvale NSW 2100, Australia, as applicable.

The Recipient's Data will be held in accordance with the Company's privacy policy, a copy of which can be obtained by contacting the Company or the Australian Employer at the address listed above. The Company's privacy policy contains, among other things, details of how the Recipient can access and seek correction of Data held in connection with this Agreement.

The Recipient understands and agrees that Data may be transferred to recipients located outside of Australia, including the United States and any other country where the Company has operations.

**Breach of Law** . Notwithstanding anything else in the Plan or the Agreement, the Recipient will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in a general meeting for the purpose of overcoming any such limitation or restriction.

**Exchange Control Information** . Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Recipient.

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**Securities Law Information.** If the Recipient acquires Shares upon vesting of the RSUs and subsequently offers the Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law, and the Recipient should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

## AUSTRIA

**Consumer Protection Information .** To the extent that the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the RSUs, the Recipient may be entitled to revoke his or her acceptance of the Agreement if the conditions listed below are met:

- (i) The revocation must be made within one week after the Recipient accepts the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if the Recipient returns the Agreement to the Company or the Company's representative with language that can be understood as the Recipient's refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

**Exchange Control Information .** If the Recipient holds Shares obtained through the Plan outside of Austria, the Employee must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. If quarterly reporting is required, the reports must be filed by the fifteenth day of the month following the last day of the respective quarter. The annual reporting date is as of December 31 and the deadline for filing the annual report is January 31 of the following year.

When Shares are sold or cash dividends or Dividend Equivalent Payments also received, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all the Recipient's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

## BELGIUM

**Foreign Asset/Account Reporting Information.** Belgium residents are required to report any bank or brokerage accounts opened and maintained outside Belgium on their annual tax returns. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under *Kredietcentrales / Centrales des crédits* caption. The Recipient should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

## BRAZIL

**Compliance with Law.** By accepting the RSUs, the Recipient acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting of the RSUs, the receipt of any dividends or any Dividend Equivalent Payments, and the sale of Shares issued upon vesting of the RSUs.

**Exchange Control Information .** Brazilian residents are required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights

is equal to or greater than US\$100,000. Assets and rights that must be reported include Shares issued upon vesting of the RSUs.

**Tax on Financial Transaction (IOF)** . Repatriation of funds ( *e.g.* , sale proceeds) into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is the Recipient's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Recipient should consult with his or her personal tax advisor for additional details.

## **CANADA**

**Settlement of RSUs.** RSUs will be settled in Shares only, not cash.

**Termination of Employment or Service** . This provision replaces the third sentence in Section 2.1 of the Agreement.

In the event of involuntary termination of the Recipient's employment or service (whether or not in breach of local labor laws), the Recipient's right to receive and vest in the RSUs, if any, will terminate effective as of the date that is the earlier of: (1) the date the Recipient's employment or service relationship is terminated, (2) the date the Recipient receives notice of termination of employment or service, or (3) the date the Recipient is no longer actively employed by or in the service regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to, statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively employed or in service for purposes of the RSU grant (including whether the Recipient may still be considered to be providing services while on a leave of absence).

**Securities Law Information** . The Recipient will not be permitted to sell or otherwise dispose of the Shares acquired under the Plan within Canada. The Recipient will be permitted to sell or dispose of any Shares only if such sale or disposal takes place outside of Canada through the facilities of the stock exchange on which the Shares are traded.

**Foreign Asset/Account Reporting Information** . If the total value of the Recipient's foreign property exceeds C\$100,000 at any time during the year, the Recipient must report all of his or her foreign property on Form T1135 (Foreign Income Verification Statement) by April 30 of the following year. Foreign property includes Shares acquired under the Plan and may include the RSUs. The RSUs must be reported--generally at a nil cost--if the \$100,000 cost threshold is exceeded because of other foreign property the Recipient holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at vesting, but if the Recipient owns other shares, this ACB may have to be averaged with the ACB of the other shares. The Recipient should speak with a personal tax advisor to determine the scope of foreign property that must be considered for purposes of this requirement.

*The following provisions will apply if the Recipient is a resident of Quebec:*

**French Language Provision** . The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

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**Data Privacy.** This provision supplements Section 2 of Appendix A:

The Recipient hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Recipient further authorizes the Company, any parent or subsidiary corporation and the Committee to disclose and discuss the RSUs with their advisors. The Recipient further authorizes the Company and any parent or subsidiary corporation to record such information and to keep such information in the Recipient's employee file.

## **CHILE**

**Securities Law Notice.** The offer of the RSUs constitutes a private offering in Chile effective as of the Grant Date. The offer of the RSUs is made subject to general ruling n° 336 of the Chilean Superintendence of Securities and Insurance (“**SVS**”). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the SVS, and, therefore, such securities are not subject to oversight of the SVS. Given that the RSUs are not registered in Chile, the Company is not required to provide information about the RSUs or the Shares in Chile. Unless the RSUs and/or the Shares are registered with the SVS, a public offering of such securities cannot be made in Chile.

***Ley de valores.** La oferta de las Unidades de Acciones Restringidas se considera una oferta privada in Chile efectiva a partir de la Fecha de la Concesión. La oferta de las Unidades de Acciones Restringidas se hace sujeta a la regla general no. 336 de la Superintendencia de Valores y Seguros Chilena (“**SVS**”). La oferta se refiere a valores no inscritos en el registro de valores o en el registro de valores extranjeros de la SVS y, por lo tanto, tales valores no están sujetos a la fiscalización de ésta. Dado que las las Unidades de Acciones Restringidas no están registradas en Chile, no se requiere que la Compañía provea información sobre las Unidades de Acciones Restringidas o Acciones Bursátiles en Chile. Salvo que las Unidades de Acciones Restringidas y/o acciones estén registradas con la SVS, no puede hacerse una oferta pública de tales valores en Chile.*

**Exchange Control Information.** The Recipient is not required to repatriate funds obtained from the sale of Shares or the receipt of any dividends or Dividend Equivalent Payments. However, if the Recipient decides to repatriate such funds, the Recipient must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the Recipient must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If the Recipient's aggregate investments held outside of Chile meets or exceeds US\$5,000,000 (including the Shares or cash proceeds obtained under the Plan), the Recipient must report the investments quarterly to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Recipient should consult with his or her personal legal advisor regarding any exchange control obligations that the Recipient may have prior to vesting in the RSUs or receiving proceeds from the sale of acquired upon vesting of the RSUs, cash dividends or Dividend Equivalent Payments.

**Annual Tax Reporting Obligation.** The Chilean Internal Revenue Service (“**CIRS**”) requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 “Annual Sworn Statement

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Regarding Credits for Taxes Paid Abroad” and Tax Form 1851 “Annual Sworn Statement Regarding Investments Held Abroad.” If the Recipient is not a Chilean citizen and has been a resident in Chile for less than three years, the Recipient is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website: [www.sii.cl](http://www.sii.cl).

## CHINA

*The following provisions supplement Sections 2 and 3 of the Agreement and apply to PRC nationals and any other individuals who are subject to exchange control requirements in China, as determined by the Company in its sole discretion.*

**Settlement of Restricted Stock Units and Sale of Shares.** The Recipient agrees to maintain any Shares the Recipient obtains upon vesting in an account with the designated Plan broker prior to sale. Further, if deemed necessary or advisable by the Company, the Recipient agrees to immediately sell all Shares issued upon vesting of the RSUs or within such period upon termination of the Recipient’s status as a service provider as determined by the Company. The Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient’s behalf pursuant to this authorization) and the Recipient expressly authorizes the Company’s designated broker to complete the sale of such Shares. The Recipient agrees to sign any forms and/or consents required by the Company’s broker to effectuate the sale of Shares. The Recipient acknowledges that the Company’s designated broker is under no obligation to arrange for the sale of the Shares at any particular price.

Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of the Agreement.

**Exchange Control Requirements.** The Recipient understands and agrees that, pursuant to local exchange control requirements, the Recipient will be required to immediately repatriate the sale proceeds, and cash dividends paid on such shares and any Dividend Equivalent Payments to China. The Recipient further understands that, under local law, such repatriation of his or her proceeds may need to be effectuated through a special exchange control account established by the Company, any parent or subsidiary corporation, or the Employer, and the Recipient hereby consents and agrees that any proceeds may be transferred to such special account prior to being delivered to the Recipient.

Proceeds may be paid to the Recipient in U.S. dollars or local currency at the Company’s discretion. If the proceeds are paid to the Recipient in U.S. dollars, the Recipient will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the Recipient in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Recipient further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

**Exchange Control Information.** Chinese residents may be required to report to the State Administration of Foreign Exchange all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-Chinese residents.

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## CROATIA

**Exchange Control Information** . The Recipient must report any foreign investments (including Shares acquired under the Plan) to the Croatian National Bank for statistical purposes and obtain prior approval of the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Recipient should consult with his or her legal advisor to ensure compliance with current regulations. It is the Recipient's responsibility to comply with Croatian exchange control laws.

## CYPRUS

There are no country-specific provisions.

## CZECH REPUBLIC

**Exchange Control Information.** Upon request of the Czech National Bank, the Recipient may need to file a notification within 15 days of the end of the calendar quarter in which he or she acquires Shares upon vesting of the RSUs. However, because exchange control regulations change frequently and without notice, the Recipient should consult with his or her personal legal advisor prior to the vesting of the RSUs and the sale of Common Stock to ensure compliance with current regulations. It is the Recipient's responsibility to comply with any applicable Czech exchange control laws.

## DENMARK

**Stock Option Act.** By accepting the grant of RSUs, the Recipient acknowledges that he or she has received an Employer Statement in Danish, which is being provided to comply with the Danish Stock Option Act.

**Securities/Tax Reporting Information.** The Recipient may hold Shares acquired upon vesting of the RSUs in a safety-deposit account ( *e.g.* , a brokerage account) either with a Danish bank or with an approved foreign broker or bank. If the Shares are held with a foreign broker or bank, the Recipient is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, he or she must file a Declaration V ( *Erklaering V* ) with the Danish Tax Administration. The Declaration V must be signed by the Recipient and *may* be signed by the broker or bank, as applicable, where the account is held. In the event that the applicable broker or bank does not also sign the Declaration V, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any Shares acquired at vesting held in such account to the Danish Tax Administration as part of his or her annual income tax return. By signing the Declaration V, the Recipient authorizes the Danish Tax Administration to examine the account. By signing the Declaration V, the Recipient authorizes the Danish Tax Administration to examine the account.

In addition, when the Recipient opens a deposit account or a brokerage account for the purpose of holding cash outside of Denmark, the bank or brokerage account, as applicable , will be treated as a deposit account because cash can be held in the account. Therefore, the Recipient must also file a Declaration K ( *Erklaering K* ) with the Danish Tax Administration. Both the Recipient and the applicable financial institution (the bank or broker, as applicable) must sign the Declaration K. By signing the Declaration K, the bank or broker, as applicable, undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. The Danish Tax Administration may grant an exemption for the broker or bank's requirement to sign Declaration K if the foreign broker or bank does not wish to or, pursuant to the laws of the relevant country, is not allowed to assume such obligation to report, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the

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foreign brokerage or bank account to the Danish Tax Administration as part of the Recipient annual income tax return. By signing the Declaration K, the Recipient at the same time authorizes the Danish Tax Administration to examine the account.

**Foreign Asset/Account Reporting Information .** If the Recipient establishes an account holding Shares or cash outside of Denmark, the Recipient must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described above.)

## FINLAND

There are no country-specific provisions.

## FRANCE

**Language Consent.** By accepting the RSUs, the Recipient confirms having read and understood the documents relating to this grant (the Plan, the French Plan (defined below), the Agreement and this Appendix) which were provided in English language. The Recipient accepts the terms of those documents accordingly.

*En acceptant l'attribution, le Bénéficiaire confirme ainsi avoir reçu lu et compris les documents relatifs à cette attribution (le Plan le Plan Français (défini ci-dessous) et l'Accord et cette Annexe) qui ont été communiqués en langue anglaise. Le Bénéficiaire accepte les termes en connaissance de cause.*

**Tax Information.** The RSUs are not intended to be French tax-qualified awards.

**Foreign Asset/Account Reporting Information.** French residents are required to report all foreign accounts (whether open, current or closed) to the French tax authorities when filing their annual tax returns. The Recipient should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

## GERMANY

**Exchange Control Information.** If the Recipient receives cross-border payments in excess of €12,500 in connection with the sale of securities (including Shares acquired under the Plan) or the receipt of any dividends or Dividend Equivalent Payments, such payment must be reported monthly to the Deutsche Bundesbank (the German Central Bank). The Recipient is responsible for the reporting obligation and should file the report electronically by the fifth day of the month following the month in which the payment is made. A copy of the form can be accessed via the Deutsche Bundesbank's website at [www.bundesbank.de](http://www.bundesbank.de) and is available in both German and English.

## GREECE

There are no country-specific provisions.

## HONG KONG

**Settlement of RSUs.** RSUs will be settled in Shares only, not cash.

**Securities Law Information:** *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Recipient is advised to exercise caution in relation to the offer. If the Recipient is in any doubt about any of the contents of this document, he or she should obtain independent*

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*professional advice. The RSUs and Shares acquired upon vesting of the RSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, or any parent or subsidiary corporation. The Plan, the Agreement, and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. The RSUs is intended only for the personal use of each eligible employee of the Employer, the Company or any parent or subsidiary corporation and may not be distributed to any other person.*

**Sale Restriction.** Shares received at vesting are accepted as a personal investment. Notwithstanding anything contrary in the Agreement or the Plan, in the event the RSUs vest and Shares are issued to the Recipient or his or her heirs and representatives within six months of the Grant Date, the Recipient agrees that the Recipient or his or her heirs and representatives will not offer to the public or otherwise dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

**Nature of Scheme .** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## HUNGARY

There are no country-specific provisions.

## INDIA

**Repatriation of Proceeds of Sale.** The Recipient agrees to repatriate to India all proceeds received from the sale of Shares within 90 days of receipt and any dividends or Dividend Equivalent Payments within 180 days of receipt. The Recipient must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Company requests proof of repatriation. It is the Recipient’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** The Recipient is required to declare any foreign bank accounts and any foreign financial assets (including Shares held outside India) in the Recipient’s annual tax return. The Recipient is responsible for complying with this reporting obligation and is advised to confer with his or her personal tax advisor in this regard.

## INDONESIA

**Exchange Control Information.** Indonesian residents must provide the Indonesian central bank, Bank Indonesia, with information on foreign exchange activities on an online monthly report no later than the fifteenth day of the following month.

In addition, if the Recipient remits proceeds from the sale of Shares or dividends or Dividend Equivalent Payments into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. Although the bank through which the transaction is made is required to make the report, the Recipient must complete a “Transfer Report Form.”

## IRELAND

**Director Notification Obligation .** Directors, shadow directors and secretaries of the Company’s Irish parent or subsidiary corporation whose interest in the Company represents more than 1% of the Company’s voting

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share capital are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish parent or subsidiary corporation in writing of their interest in the Company ( e.g ., RSUs, Shares, etc.) and the number and class of shares or rights to which the interest relates within five days of the acquisition or disposal of Shares or within five days of becoming aware of the event giving rise to the notification. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

## ISRAEL

**Settlement of RSUs and Sale of Shares.** The following provisions supplement Sections 2 and 3 of the Agreement:

The Recipient agrees to maintain any Shares the Recipient obtains upon vesting in an account with the designated broker prior to sale. Further, the Recipient agrees to immediately sell all Shares issued upon vesting of the RSUs. The Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient agrees to sign any forms and/or consents required by the Company's designated broker to effectuate the sale of Shares. The Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Furthermore, the Recipient acknowledges that the sale of Shares will be made as soon as administratively possible after vesting, but the Company is not committing to sell the Shares at any particular time after vesting.

Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of Agreement.

**Securities Law Information.** This offer of the RSUs does not constitute a public offering under the Securities Law, 1968.

## ITALY

**Data Privacy Notice.** This provision replaces Section 2 of Appendix A:

*The Recipient understands that the Company and the Employer as a data processor of the Company may hold certain personal information about the Recipient, including, but not limited to, the Recipient's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares of stock or directorships held in the Company or any parent or subsidiary corporation, details of all RSUs or any other entitlement to Shares of stock awarded, canceled, vesting, vested, unvested or outstanding in the Recipient's favor, and that the Company and the Employer will process said data and other data lawfully received from third parties (collectively, "Personal Data") for the exclusive purpose of managing and administering the Plan and complying with applicable laws, regulations and legislation.*

*The Recipient also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Recipient's denial to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Recipient's ability to participate in the Plan. The Recipient understands that Personal*

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*Data will not be publicized, but it may be accessible by the Employer as a data processor of the Company and within the Employer's organization by its internal and external personnel in charge of processing. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Recipient understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws. The Recipient further understands that the Company and any parent or subsidiary corporation will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Recipient's participation in the Plan, and that the Company and any parent or subsidiary corporation may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Recipient may elect to deposit any Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan. The Recipient understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, including countries that do not provide an adequate level of data protection as intended under Italian privacy law.*

*Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.*

*The Recipient understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to applicable laws and regulations, does not require the Recipient's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. The Recipient understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right at any moment to, including, but not limited to, obtain confirmation that Personal Data exists or not, access, verify its content, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Personal Data processing. To vesting privacy rights the Recipient should address the Data Controller as defined in the employee privacy policy. Furthermore, the Recipient is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Recipient's human resources department.*

**Plan Document Acknowledgment.** By accepting the RSUs, the Recipient acknowledges that he or she has received a copy of the Plan, the Agreement (including this Appendix) and has reviewed the Plan and the Agreement in their entirety and fully accepts all provisions thereof. The Recipient further acknowledges that he or she has read and specifically and expressly approves (a) the following provisions of the Agreement: Section 2: Vesting; Section 3: Delivery; Section 6: Responsibility for Taxes; Section 11: Clawback Policy; Section 12: Miscellaneous; and (b) the following provisions of this Appendix: (i) Section 1: Nature of Grant; (ii) Section 3: Language; and (iii) all provisions for Italy in this Appendix.

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**Foreign Asset/Account Reporting Information .** If the Recipient holds investments abroad or foreign financial assets ( *e.g.* , cash, Shares, RSUs) that may generate income taxable in Italy, the Recipient is required to report them on his or her annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Recipient if the Recipient is the beneficial owner of the investments, even if the Recipient does not directly hold investments abroad or foreign assets.

**Foreign Asset Tax Information .** The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax. Such tax is currently levied at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets ( *e.g.* , Shares) assessed at the end of the calendar year.

## **JAPAN**

**Foreign Asset/Account Reporting Information.** The Recipient is required to report details of any assets (including any Shares acquired under the Plan) held outside of Japan as of December 31 each year, to the extent such assets have a total net fair market value exceeding ¥50 million. Such report will be due by March 15 of the following year. The Recipient is advised to consult with his or her personal tax advisor as to whether the reporting obligation applies and whether the Recipient will be required to report details of any RSUs or Shares he or she holds.

## **KOREA**

**Exchange Control Information.** If the Recipient realizes US\$500,000 or more from the sale of Shares or the receipt of dividends or Dividend Equivalent Payments in a single transaction, he or she must repatriate the proceeds to Korea within eighteen (18) months of the sale/receipt.

**Foreign Asset/Account Reporting Information .** Korean residents must declare all foreign financial accounts ( *i.e.* , non-Korean bank accounts, brokerage accounts, etc.) in the foreign countries that have not entered into “inter-governmental agreement for automatic exchange of tax information” with Korea to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or an equivalent amount in foreign currency) on any month-end during the calendar year. The Recipient should consult with his or her personal tax advisor to determine any personal reporting obligations.

## **MALAYSIA**

**Data Privacy.** This provision replaces Section 2 of Appendix A:

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The Recipient hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Plan participation materials by and among, as applicable, the Employer, the Company and any parent or affiliate corporation or any third parties authorized by same in assisting in the implementation, administration and management of the Recipient's participation in the Plan.

The Recipient may have previously provided the Company and the Employer with, and the Company and the Employer may hold, certain personal information about the Recipient, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, the fact and conditions of the Recipient's participation in the Plan, details of all RSUs or any other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

The Recipient also authorizes any transfer of Data, as may be required, to E\*Trade Corporate Financial Services, Inc., or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan and/or with whom any Shares acquired upon vesting and settlement of the RSUs are deposited. The Recipient acknowledges that these recipients may be located in his or her country or elsewhere, and that the recipient's country ( e.g. , the United States) may have different data privacy laws and protections to the Recipient's country, which may not give the same level of protection to Data. The Recipient understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. The Recipient authorizes the Company, the stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Recipient's participation in the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the

*Penerima Anugerah dengan ini secara eksplisit, secara sukarela dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadinya seperti yang dinyatakan dalam Perjanjian Penganugerahan ini dan apa-apa bahan penyertaan Pelan oleh dan di antara, sebagaimana yang berkenaan, Majikan, Syarikat dan Syarikat Sekutu atau mana-mana pihak ketiga yang diberi kuasa oleh yang sama untuk membantu dalam pelaksanaan, pentadbiran dan pengurusan penyertaan Penerima Anugerah dalam Pelan tersebut.*

*Sebelum ini, Penerima Anugerah mungkin telah membekalkan Syarikat dan Majikan dengan, dan Syarikat dan Majikan mungkin memegang, maklumat peribadi tertentu tentang Penerima Anugerah, termasuk, tetapi tidak terhad kepada, namanya, alamat rumah dan nombor telefon, tarikh lahir, nombor insurans sosial atau nombor pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan pengarah yang dipegang dalam Syarikat, fakta dan syarat-syarat penyertaan Penerima Anugerah dalam Pelan tersebut, butir-butir semua Unit Saham Terbatas atau apa-apa hak lain untuk syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun bagi faedah Penerima Anugerah ("Data"), untuk tujuan yang eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut.*

*Penerima Anugerah juga memberi kuasa untuk membuat apa-apa pemindahan Data, sebagaimana yang diperlukan, kepada Fidelity Stock Plan Services, LLC atau pembekal perkhidmatan pelan saham yang lain sebagaimana yang dipilih oleh Syarikat dari semasa ke semasa, yang membantu Syarikat dalam pelaksanaan, pentadbiran dan pengurusan Pelan tersebut dan/atau dengan sesiapa yang menandatangani syer-syer Saham yang diperolehi melalui pemberian hak dan penyelesaian Unit-unit Saham Terbatas. Penerima Anugerah mengakui bahawa penerima-penerima ini mungkin berada di negara Penerima Anugerah atau di tempat lain, dan bahawa negara penerima (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Penerima Anugerah, yang mungkin tidak boleh memberi tahap perlindungan yang sama kepada Data. Penerima Anugerah faham bahawa dia boleh meminta senarai nama dan alamat mana-mana penerima Data dengan menghubungi wakil sumber manusia tempatannya. Penerima Anugerah memberi kuasa kepada Syarikat, pembekal perkhidmatan pelan saham dan mana-mana penerima lain yang mungkin membantu Syarikat (masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan penyertaan Penerima Anugerah dalam Pelan tersebut untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain semata-mata dengan tujuan untuk*

Recipient's participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Recipient understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case, without cost, by contacting in writing his or her local human resources representative, whose contact details are Mari McBurney, 30 Pasir Panjang Rd #10-31/32, 117440, Singapore; +65 6216 7812; mari.mcburney@nike.com. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke the consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the consent is that the Company would not be able to grant future RSUs or other equity awards to the Recipient or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

*melaksanakan, mentadbir dan menguruskan penyertaannya dalam Pelan tersebut. Penerima Anugerah faham bahawa Data akan dipegang hanya untuk tempoh yang diperlukan untuk melaksanakan, mentadbir dan menguruskan penyertaannya dalam Pelan tersebut. Penerima Anugerah faham bahawa dia boleh, pada bila-bila masa, melihat data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya, di mana butir-butir hubungannya adalah Mari McBurney, 30 Pasir Panjang Rd #10-31/32, 117440, Singapore; +65 6216 7812; mari.mcburney@nike.com. Selanjutnya, Penerima Anugerah memahami bahawa dia memberikan persetujuan di sini secara sukarela. Jika Penerima Anugerah tidak bersetuju, atau jika Penerima Anugerah kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjayanya dengan Majikan tidak akan terjejas; satunya akibat buruk jika dia tidak bersetuju atau menarik balik persetujuannya adalah bahawa Syarikat tidak akan dapat memberikan Unit-unit Saham Terbatas pada masa depan atau anugerah ekuiti lain kepada Penerima Anugerah atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Penerima Anugerah faham bahawa keengganan atau penarikan balik persetujuannya boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keenganannya untuk memberikan keizinan atau penarikan balik keizinan, Penerima Anugerah fahami bahawa dia boleh menghubungi wakil sumber manusia tempatannya.*

**Director Notification Obligation.** If the Recipient is a director of the Company's Malaysian parent or subsidiary corporation, he or she is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian parent or subsidiary corporation in writing when the Recipient receives or disposes of an interest ( e.g. , RSUs, Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## **MEXICO**

**No Entitlement or Claims for Compensation.** The following provision supplements Section 1 of Appendix A:

By accepting the RSUs, the Recipient understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

**Policy Statement.** The invitation the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at One Bowerman Drive, Beaverton OR, 97005, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and, in the Recipient's case, the acquisition of Shares does not, in any way, establish an employment relationship between the Recipient and the Company since the Recipient is participating in the Plan on a wholly commercial basis, nor does it establish any rights between the Recipient and the Employer.

**Plan Document Acknowledgment.** By accepting the RSUs, the Recipient acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the RSUs, the Recipient further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 1 of Appendix A, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any parent or subsidiary corporation are not responsible for any decrease in the value of the Shares underlying the RSUs.

Finally, the Recipient hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of participation in the Plan and therefore grants a full and broad release to the Employer and the Company and any parent or subsidiary corporation with respect to any claim that may arise under the Plan.

### **Spanish Translation**

**Reconocimiento de la Ley Laboral.** *Estas disposiciones complementan el apartado 1 en el Apéndice A :*

*Por medio de la aceptación de las Unidades de Acciones Restringidas , quien tiene las Unidades de Acciones Restringidas manifiesta que entiende y acuerda que cualquier modificación del Plan o su terminación no constituye un cambio o desmejora en los términos y condiciones de empleo.*

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**Declaración de Política.** *La invitación por parte de la Compañía bajo el Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier momento, sin ninguna responsabilidad.*

*La Compañía, con oficinas registradas ubicadas en One Bowerman Drive, Beaverton OR, 97005, EE.UU., es la única responsable por la administración del Plan y de la participación en el mismo y, en el caso del que tiene las Unidades de Acciones Restringidas, la adquisición de acciones no establece de forma alguna, una relación de trabajo entre el que tiene las Unidades de Acciones Restringidas y la Compañía, ya que la participación en el Plan por parte del que tiene la opción es completamente comercial, así como tampoco establece ningún derecho entre el que tiene las Unidades de Acciones Restringidas y el patrón.*

**Reconocimiento del Plan de Documentos.** *Por medio de la aceptación de las Unidades de Acciones Restringidas, el que tiene las Unidades de Acciones Restringidas reconoce que ha recibido copias del Plan, que el mismo ha sido revisado al igual que la totalidad del Acuerdo y, que ha entendido y aceptado las disposiciones contenidas en el Plan y en el Acuerdo.*

*Adicionalmente, por medio de la aceptación de las Unidades de Acciones Restringidas, el que tiene la opción reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en el apartado 1 Condiciones adicionales para todos los no-EE.UU. Recipients en el Apéndice A, sección en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como su sociedad controlante, subsidiaria or filiales no son responsables por cualquier detrimento en el valor de las acciones en relación con las Unidades de Acciones Restringidas.*

*Finalmente, por medio de la presente quien tiene las Unidades de Acciones Restringidas declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación en el Plan y en consecuencia, otorga el más amplio finiquito a su patrón, así como a la Compañía, a su sociedad controlante, subsidiaria or filiales con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

## NETHERLANDS

**Labor Law Acknowledgment.** By accepting the RSUs, the Recipient acknowledges that: (i) the RSUs are intended as an incentive for the Recipient to remain employed with the Employer and is not intended as remuneration for labor performed; and (ii) the RSUs is not intended to replace any pension rights or compensation.

## NEW ZEALAND

There are no country-specific provisions.

## NORWAY

There are no country-specific provisions.

## PHILIPPINES

**Securities Law Information.** The Recipient acknowledges that he or she is permitted to sell Shares acquired under the Plan through the designated Plan broker appointed by the Company (or such other broker to whom the Recipient may transfer the Shares), provided that such sale takes place outside of the Philippines through

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the facilities of New York Stock Exchange on which the Shares are listed.

## POLAND

**Exchange Control Information.** If the Recipient holds foreign securities (including Shares) and maintains accounts abroad, the Recipient may be required to file certain reports with the National Bank of Poland. Specifically, if the value of securities and cash held in such foreign accounts exceeds PLN 7 million, the Recipient must file reports on the transactions and balances of the accounts on a quarterly basis. Further, any fund transfers into or out of Poland in excess of €15,000 must be effected through a bank in Poland. Polish residents are required to store all documents related to foreign exchange transactions for a period of five years.

## PORTUGAL

**Exchange Control Information.** If the Recipient holds Shares upon vesting of the RSUs, the acquisition of Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on the Recipient's behalf. If the Shares are not deposited with a commercial bank or financial intermediary in Portugal, the Recipient is responsible for submitting the report to the Banco de Portugal.

**Language Consent.** The Recipient hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

*O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Agreement em inglês) .*

## RUSSIA

**U.S. Transaction and Sale Restrictions.** Any shares issued upon vesting of the RSUs shall be delivered to the Recipient through a brokerage account in the U.S. The Recipient may hold the Shares in his or her brokerage account in the U.S.; however, in no event will the Shares issued to the Recipient and/or share certificates or other instruments be delivered to the Recipient in Russia. The Recipient is not permitted to make any public advertising or announcements regarding the RSUs or Shares in Russia, or promote these Shares to other Russian legal entities or individuals, and the Recipient is not permitted to sell or otherwise dispose of the Shares directly to other Russian legal entities or individuals. The Recipient is permitted to sell Shares only on the New York Stock Exchange and only through a U.S. broker.

**Securities Law Information.** The Appendices, the Agreement, the Plan and all other materials that the Recipient may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of securities pursuant to the Plan has not and will not be registered in Russia; hence, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

**Exchange Control Information.** Under current exchange control regulations, within a reasonably short time after sale of the Shares acquired upon vesting of the RSUs or the receipt of dividends or Dividend Equivalent Payments, the Recipient must repatriate the proceeds to Russia. Such proceeds must be initially credited to the Recipient through a foreign currency account at an authorized bank in Russia. After the proceeds are initially received in Russia, they may be further remitted to foreign banks in accordance with

Russian exchange control laws. *The Recipient is strongly encouraged to contact his or her personal advisor to confirm the applicable Russian exchange control rules because significant penalties may apply in the case of non-compliance and because exchange control requirements may change.*

**Labor Law Information.** If the Recipient continues to hold Shares acquired at settlement of the RSUs after an involuntary termination as a service provider, the Recipient will not be eligible to receive unemployment benefits in Russia.

**Anti-Corruption Legislation Information .** Individuals holding public office in Russia, as well as their spouses and dependent children, may be prohibited from opening or maintaining a foreign brokerage or bank account and holding any securities, whether acquired directly or indirectly, in a foreign company (including Shares acquired under the Plan). The Recipient is strongly advised to consult with his or her personal legal advisor to determine whether the restriction applies to the Recipient.

## SINGAPORE

**Securities Law Information .** The RSUs were granted to the Recipient pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Recipient should note that his or her RSUs are subject to section 257 of the SFA and the Recipient will not be able to make any subsequent sale in Singapore, or any offer of such subsequent sale of the Shares underlying the RSUs unless such sale or offer in Singapore is made (i) after six months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

**Chief Executive Officer and Director Notification Obligation.** If the Recipient is a chief executive officer, director, associate director or shadow director of a Singapore parent or subsidiary corporation of the Company, the Recipient is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean parent or subsidiary corporation in writing when the Recipient receives an interest ( e.g ., RSUs, Shares) in the Company or any related companies. In addition, the Recipient must notify the Singapore parent or subsidiary corporation when the Recipient sells Shares of the Company or any related company (including when the Recipient sells Shares acquired under the Plan). These notifications must be made within two business days of acquiring or disposing of any interest in the Company or any related company. In addition, a notification must be made of the Recipient’s interests in the Company or any related company within two business days of becoming a chief executive officer or director.

## SLOVAKIA

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There are no country-specific provisions.

## SLOVENIA

**Foreign Asset/Account Reporting Information** . Slovenian residents may be required to report the opening of bank and/or brokerage accounts to tax authorities within 15 days of opening such account. The Recipient should consult with his or her personal tax advisor to determine whether this requirement will be applicable to any accounts opened in connection with the Recipient's participation in the Plan ( *e.g.* , the Recipient's brokerage account with the Company's designated broker).

## SOUTH AFRICA

**Responsibility for Taxes.** The following provision supplements Section 6 of the Agreement:

By accepting the RSUs, the Recipient agrees that, immediately upon vesting of the RSUs, he or she will notify the Employer of the amount of any gain realized. If the Recipient fails to advise the Employer of the gain realized upon vesting, he or she may be liable for a fine. The Recipient will be solely responsible for paying any difference between the actual tax liability and the amount withheld.

**Exchange Control Information.** The Recipient should consult his or her personal advisor to ensure compliance with applicable exchange control regulations in South Africa, as such regulations are subject to frequent change. The Recipient is responsible for ensuring compliance with all exchange control laws in South Africa.

## SPAIN

**Labor Law Acknowledgment.** In accepting the RSUs, the Recipient consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Recipient understands that the Company has unilaterally, gratuitously and discretionally decided to grant stock RSUs under the Plan to individuals who may be employees of the Company or a parent or subsidiary corporation throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company, the Employer, or any parent or subsidiary corporation. Consequently, the Recipient understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares acquired upon vesting of the RSUs are not part of any employment contract (either with the Company, the Employer, or any parent or subsidiary corporation) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, the Recipient understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant since the future value of the RSUs and the underlying Shares is unknown and unpredictable. In addition, the Recipient understands that the RSUs would not be granted to the Recipient but for the assumptions and conditions referred to herein; thus, the Recipient acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the RSUs shall be null and void.

The RSUs are a conditional right to Shares and can be forfeited in the case of, or affected by, the Recipient's termination of service or employment. This will be the case, for example, even if (1) the Recipient is considered to be unfairly dismissed without good cause; (2) the Recipient is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Recipient terminates employment or service due to a change of work location, duties or any other employment or contractual condition; (4) the Recipient terminates employment or service due to unilateral breach of contract of the Company, the Employer, or any

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parent or subsidiary corporation; or (5) the Recipient's employment or service terminates for any other reason whatsoever, except for reasons specified in the Agreement. Consequently, upon termination of the Recipient's employment or service for any of the reasons set forth above, the Recipient may automatically lose any rights to the unvested RSUs granted to him or her as of the date of the Recipient's termination of employment, as described in the Plan and the Agreement.

**Exchange Control Information.** The Recipient must declare the acquisition of Shares to the *Dirección General de Comercial e Inversiones* (the "DGCI") of the *Ministerio de Economía* for statistical purposes. The Recipient must also declare ownership of any Shares by filing a D-6 form with the DGCI each January while the Shares are owned. In addition, if the Recipient wishes to import the ownership title of any Shares ( *i.e.*, share certificates) into Spain, he or she must declare the importation of such securities to the DGCI.

When receiving foreign currency payments derived from the ownership of Shares ( *i.e.* , cash dividends, Dividend Equivalent Payment or sale proceeds) in excess of €50,000, the Recipient must inform the financial institution receiving the payment of the basis upon which such payment is made. The Recipient will need to provide the financial institution with the following information: (i) the Recipient's name, address and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) additional information that may be required.

**Securities Law Information.** The grant of RSUs and the Shares issued pursuant to the vesting of the RSUs are considered a private placement outside of the scope of Spanish laws on public offerings and issuances of securities.

**Foreign Asset/Account Reporting Information.** The Recipient is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, to the extent that the Recipient holds Shares and/or has bank accounts outside Spain with a value in excess of €50,000 (for each type of asset) as of December 31, the Recipient will be required to report information on such assets on his or her tax return (tax form 720) for such year. After such Shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported Shares or accounts increases by more than €20,000.

## **SRI LANKA**

**Settlement of RSUs and Sale of Shares.** The following provisions supplement Sections 2 and 3 of the Agreement:

The Recipient agrees to maintain any Shares the Recipient obtains upon vesting in an account with the designated broker prior to sale. Further, the Recipient agrees to immediately sell all Shares issued upon vesting of the RSUs. The Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient agrees to sign any forms and/or consents required by the Company's designated broker to effectuate the sale of Shares in case of termination of the Recipient's status as a service provider. The Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Furthermore, the Recipient acknowledges that the sale of Shares will

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be made as soon as administratively possible after vesting, but the Company is not committing to sell the Shares at any particular time after vesting.

Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

**Exchange Control Information.** Upon the sale of Shares, the Recipient is required to repatriate any proceeds received from such sale back to Sri Lanka. The Recipient may be required to obtain exchange control approval in Sri Lanka in order to hold sales proceeds in an account outside of Sri Lanka. The Recipient is advised to consult with his or her personal legal advisor to determine his or her responsibilities under Sri Lankan exchange control laws.

## SWEDEN

There are no country-specific provisions.

## SWITZERLAND

**Securities Law Information.** The grant of the RSUs is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

## TAIWAN

**Data Privacy .** The following provisions supplement Section 2 of Appendix A:

The Recipient hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in this Appendix and by participating in the Plan, the Recipient agree to such terms. In this regard, upon request of the Company or the Employer, the Recipient agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Recipient's country, either now or in the future. The Recipient understands he or she will not be able to participate in the Plan if the Recipient fails to execute any such consent or agreement.

**Securities Law Information.** The RSUs and the underlying Shares are available only for certain employees of the Company, the Employer and other parent or subsidiary corporations. It is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

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**Exchange Control Information.** The Recipient may acquire foreign currency (including proceeds from the sale of Shares and the receipt of any dividends or Dividend Equivalent Payments) into Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD500,000 or more in a single transaction, the Recipient must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the handling bank.

If the transaction amount is US\$500,000 or more, the Recipient may be required to provide additional supporting documentation to the satisfaction of the bank. The Recipient should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## THAILAND

**Exchange Control Information.** When the Recipient sells Shares issued upon vesting of the RSUs or receives dividends or Dividend Equivalent Payments, the Recipient must repatriate all cash proceeds to Thailand and then convert such proceeds to Thai Baht within 360 days of repatriation. If the amount of the Recipient's proceeds is US\$50,000 or more, the Recipient must specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. If the Recipient fails to comply with these obligations, the Recipient may be subject to penalties assessed by the Bank of Thailand.

The Recipient should consult his or her personal advisor prior to taking any action with respect to remittance of cash proceeds into Thailand. The Recipient is responsible for ensuring compliance with all exchange control laws in Thailand.

## TURKEY

**Securities Law Information.** By accepting the RSUs, the Recipient understands and agrees that he or she is not permitted to sell any Shares acquired under the Plan in Turkey. The Shares are currently traded on the New York Stock Exchange, which is located outside of Turkey, under the ticker symbol "NKE" and the Shares may be sold through this exchange.

**Exchange Control Information.** The Recipient likely will be required to engage a Turkish financial intermediary to assist with the sale of Shares acquired under the Plan. While the Recipient should not need to engage a Turkish financial intermediary with respect to the acquisition of such Shares (as no consideration is paid), this is less certain. As the Recipient is solely responsible for complying with the financial intermediary requirements and because the application of the requirements to participation in the Plan is uncertain, the Recipient should consult his or her personal legal advisor prior to the vesting of the RSUs or any sale of Shares to ensure compliance.

## UNITED ARAB EMIRATES

**Securities Law Information .** The offer of RSUs under the Plan is made only to certain employees who meet the eligibility requirements in the Plan, and constitutes an "exempt personal offer" of equity incentives to employees in the United Arab Emirates. The Agreement, the Plan, and other incidental communication materials are intended for distribution only to employees and must not be delivered to, or relied on, by any other person.

The Emirates Securities and Commodities Authority and/or the Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. The Ministry of Economy, the Dubai Department of Economic Development, the Emirates Securities and Commodities Authority, Central Bank and the Dubai Financial Securities Authority, depending on the employee's location in the United Arab Emirates, have not approved this statement, the Plan, the Agreement or any other documents the Recipient

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may receive in connection with the RSUs or taken steps to verify the information set out therein, and have no responsibility for such documents.

If the Recipient does not understand the contents of the Agreement or the Plan, the Recipient should consult his or her personal financial advisor.

## UNITED KINGDOM

**Settlement of RSUs.** RSUs will be settled in Shares only, not cash.

**Tax Obligations.** The following provisions supplement Section 6 of the Agreement:

The Recipient agrees that, if Recipient does not pay or the Employer or the Company does not withhold from the Recipient the full amount of income tax that the Recipient owes at vesting of the RSUs or the receipt of any other benefit in connection with the RSUs (the “ **Taxable Event** ”) within 90 days of the end of the U.K. tax year in which the Taxable Event occurs, or such other period specified in section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “ **Due Date** ”), then the amount that should have been withheld shall constitute a loan owed by the Recipient to the Employer, effective on the Due Date. The Recipient agrees that the loan will bear interest at the HMRC’s Official Rate and will be immediately due and repayable by the Recipient, and the Company and/or the Employer may recover it at any time thereafter by withholding by any of the means set forth in the Agreement. The Recipient also authorizes the Company to delay the issuance of any Shares unless and until the loan is repaid in full.

If the Recipient is a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the Recipient is not eligible for such a loan and the terms of the immediately foregoing provision will not apply to the Recipient. In the event that the Recipient is a director or executive officer, as defined above, and income tax is not collected from or paid by the Recipient by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Recipient on which additional income tax and National Insurance contributions (“ **NICs** ”) may be payable. The Recipient will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer, as applicable, for the value of any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Recipient at any time by any of the means referred to in Section 6 of the Agreement.

## URUGUAY

There are no country-specific provisions.

## VIETNAM

**Settlement of RSUs and Sale of Shares.** The following provision supplements Sections 2 and 3 of the Agreement:

The Recipient agrees to maintain any Shares the Recipient obtains upon vesting in an account with the designated Plan broker prior to sale. Further, the Recipient agrees to immediately sell all Shares issued upon vesting of the RSUs. The Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient’s behalf pursuant to this authorization) and the Recipient expressly authorizes the Company’s designated broker to complete the sale of such Shares. The Recipient agrees to sign any forms and/or consents required by the Company’s broker to effectuate the sale of Shares in case of termination of the Recipient’s status as a service provider. The Recipient

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acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Furthermore, the Recipient acknowledges that the sale of Shares will be made as soon as administratively possible after vesting, but the Company is not committing to sell the Shares at any particular time after vesting.

Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of the Agreement.

**Exchange Control Information.** All cash proceeds received in relation to the RSUs must be immediately repatriated to Vietnam. Such repatriation of proceeds may need to be effectuated through a special exchange control account established by the Company or any parent or subsidiary corporation, including the Employer. By accepting the RSUs, the Recipient consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Recipient.

## EXHIBIT 12.1 NIKE, Inc. Computation of Ratio of Earnings to Fixed Charges

The following disclosure reflects the Company's continuing operations:

<i>(In millions)</i>	Year Ended May 31,				
	2015	2014	2013	2012	2011
Net income from continuing operations	\$ 3,273	\$ 2,693	\$ 2,451	\$ 2,257	\$ 2,163
Income tax expense	932	851	805	754	689
Income before income taxes	4,205	3,544	3,256	3,011	2,852
Add fixed charges:					
Interest expense <sup>(1)</sup>	60	58	23	31	32
Interest component of leases <sup>(2)</sup>	59	53	48	42	39
<b>TOTAL FIXED CHARGES</b>	<b>119</b>	<b>111</b>	<b>71</b>	<b>73</b>	<b>71</b>
Earnings before income taxes and fixed charges <sup>(3)</sup>	\$ 4,324	\$ 3,655	\$ 3,327	\$ 3,084	\$ 2,923
Ratio of earnings to total fixed charges	36.3	32.9	46.9	42.2	41.2

(1) Interest expense includes interest both expensed and capitalized.

(2) Interest component of leases includes one-tenth of rental expense which approximates the interest component of operating leases.

(3) Earnings before income taxes and fixed charges includes amortization of capitalized interest.

## SUBSIDIARIES OF THE REGISTRANT

Entity Name	Jurisdiction of Formation
All Star C.V.	Netherlands
American Converse S.L.U.	Spain
American NIKE S.L.U.	Spain
A.S. Roma Merchandising S.R.L.	Italy
BRS NIKE Taiwan Inc.	Taiwan
Converse (Asia Pacific) Limited	Hong Kong
Converse Canada Corp.	Canada
Converse Canada Holding B.V.	Netherlands
Converse Deutschland GmbH	Germany
Converse Do Brasil Ltda.	Brazil
Converse Europe Limited	United Kingdom
Converse Footwear Technical Service (Zhongshan) Co., Ltd.	People's Republic of China
Converse Holdings LLC	Delaware
Converse Hong Kong Holding Company Limited	Hong Kong
Converse Hong Kong Limited	Hong Kong
Converse Inc.	Delaware
Converse Korea LLC	South Korea
Converse Netherlands B.V.	Netherlands
Converse Retail B.V.	Netherlands
Converse Sporting Goods (China) Co., Ltd.	People's Republic of China
Converse Trading Company B.V.	Netherlands
F.C. Internazionale Merchandising s.r.l.	Italy
French Football Merchandising S.A.S.	France
Futbol Club Barcelona Merchandising, S.L.	Spain
Hurley 999, S.L.U.	Spain
Hurley Australia Pty. Ltd.	Australia
Hurley International LLC	Oregon
Hurley Phantom C.V.	Netherlands
Juventus Merchandising S.R.L.	Italy
LATAM Comercio de Productos Esportivos Ltda.	Brazil
Manchester United Merchandising Limited	United Kingdom
NIKE 360 Holding B.V.	Netherlands
NIKE Amplify LLC	Delaware
NIKE Argentina S.R.L.	Argentina
NIKE Asia Holding B.V.	Netherlands
NIKE Australia Pty. Ltd.	Australia
NIKE CA LLC	Delaware
NIKE Canada Corp.	Canada
NIKE Canada Holding B.V.	Netherlands
NIKE Chile B.V.	Netherlands
NIKE China Holding HK Limited	Hong Kong
NIKE Codrus Coöperatief U.A.	Netherlands
NIKE Commercial (China) Co., Ltd.	People's Republic of China
NIKE CR d.o.o	Croatia
NIKE Czech s.r.o.	Czech Republic
NIKE de Chile Ltda.	Chile
NIKE de Mexico S de R.L. de C.V.	Mexico
NIKE Denmark ApS	Denmark

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<b>Entity Name</b>	<b>Jurisdiction of Formation</b>
NIKE Deutschland GmbH	Germany
NIKE do Brasil Comercio e Participacoes Ltda.	Brazil
NIKE Drive B.V.	Netherlands
NIKE Elevate C.V.	Netherlands
NIKE Europe Holding B.V.	Netherlands
NIKE European Operations Netherlands B.V.	Netherlands
NIKE Finance Ltd.	Bermuda
NIKE Finland OY	Finland
NIKE France S.A.S.	France
NIKE Fuel B.V.	Netherlands
NIKE Fundamentals C.V.	Netherlands
NIKE Galaxy Holding B.V.	Netherlands
NIKE Gesellschaft m.b.H.	Austria
NIKE Glide C.V.	Netherlands
NIKE Global Holding B.V.	Netherlands
NIKE GLOBAL SERVICES PTE. LTD.	Singapore
NIKE GLOBAL TRADING PTE. LTD.	Singapore
NIKE Group Holding B.V.	Netherlands
NIKE Hellas EPE	Greece
NIKE Holding, LLC	Delaware
NIKE Hong Kong Limited	Hong Kong
NIKE Huarache	Bermuda
NIKE Hungary LLC	Hungary
NIKE Ignite LLC	Delaware
NIKE IHM, Inc.	Missouri
NIKE India Holding B.V.	Netherlands
NIKE India Private Limited	India
NIKE Innovate C.V.	Netherlands
NIKE International Holding B.V.	Netherlands
NIKE International Holding, Inc.	Delaware
NIKE International LLC	Delaware
NIKE International Ltd.	Bermuda
NIKE Israel Ltd.	Israel
NIKE Italy S.R.L.	Italy
NIKE Japan Corp.	Japan
NIKE Japan Group LLC	Japan
NIKE Korea LLC	South Korea
NIKE Laser Holding B.V.	Netherlands
NIKE Licenciamentos Ltda.	Brazil
NIKE Lightning C.V.	Netherlands
NIKE Logistics Yugen Kaisha	Japan
NIKE Maxim C.V.	Netherlands
NIKE Mercurial Corp.	Delaware
NIKE Mercurial Finance Limited	United Kingdom
NIKE Mercurial Hong Kong Limited	Hong Kong
NIKE Mercurial Licensing Limited	United Kingdom
NIKE Mercurial Ltd.	United Kingdom
NIKE Mercurial I Limited	United Kingdom
NIKE Mexico Holdings, LLC	Delaware
NIKE New Zealand Company	New Zealand

<b>Entity Name</b>	<b>Jurisdiction of Formation</b>
NIKE Norway AS	Norway
NIKE NZ Holding B.V.	Netherlands
NIKE Offshore Holding B.V.	Netherlands
NIKE Panama S. de R.L.	Panama
NIKE Philippines, Inc.	Philippines
NIKE Poland Sp. z o.o.	Poland
NIKE Retail B.V.	Netherlands
NIKE Retail Hellas Ltd.	Greece
NIKE Retail Israel Ltd.	Israel
NIKE Retail LLC	Russia
NIKE Retail Poland Sp. z o.o.	Poland
NIKE Retail Services, Inc.	Oregon
NIKE Retail Turkey	Turkey
NIKE Russia LLC	Russia
NIKE SALES (MALAYSIA) SDN. BHD.	Malaysia
NIKE Servicios de Mexico S. de R.L. de C.V.	Mexico
NIKE SINGAPORE PTE. LTD.	Singapore
NIKE Slovakia s.r.o.	Slovakia
NIKE Sourcing India Private Limited	India
NIKE Sourcing (Guangzhou) Co., Ltd.	People's Republic of China
NIKE South Africa (Proprietary) Limited	South Africa
NIKE South Africa Holdings LLC	Delaware
NIKE Sphere C.V.	Netherlands
NIKE Sports (China) Company, Ltd.	People's Republic of China
NIKE Suzhou Holding HK Limited	Hong Kong
NIKE Sweden AB	Sweden
NIKE (Switzerland) GmbH	Switzerland
NIKE Taiwan Limited	Taiwan
NIKE (Thailand) Limited	Thailand
NIKE TN, Inc.	Oregon
NIKE Trading Company B.V.	Netherlands
NIKE UK Holding B.V.	Netherlands
NIKE (UK) Limited	United Kingdom
NIKE USA, Inc.	Oregon
NIKE Vapor Ltd.	United Kingdom
NIKE Victory Cooperatief U.A.	Netherlands
NIKE Vietnam Limited Liability Company	Vietnam
NIKE Vision, Timing and Techlab, LP	Texas
NIKE Vomero Cooperatief U.A.	Netherlands
NIKE Wholesale LLC	Slovenia
NIKE Woodside I, LLC	Oregon
NIKE Woodside II, LLC	Oregon
NIKE Woodside I Holdings, Inc.	Oregon
NIKE Woodside II Holdings, Inc.	Oregon
NIKE Zoom LLC	Delaware
PT Hurley Indonesia	Indonesia
PT NIKE Indonesia	Indonesia
Triax Insurance, Inc.	Hawaii
Twin Dragons Global Limited	Hong Kong
Twin Dragons Holding B.V.	Netherlands

**Entity Name**

Yugen Kaisha Hurley Japan

**Jurisdiction of Formation**

Japan

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mark G. Parker, certify that:

1. I have reviewed this annual report on Form 10-K of NIKE, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 23, 2015

/s/ Mark G. Parker

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Mark G. Parker  
Chief Executive Officer

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Donald W. Blair, certify that:

1. I have reviewed this annual report on Form 10-K of NIKE, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 23, 2015

/s/ Donald W. Blair

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Donald W. Blair  
Chief Financial Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the following certifications are being made to accompany the Registrant's annual report on Form 10-K for the fiscal year ended May 31, 2015 .

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of NIKE, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the Annual Report on Form 10-K of the Company for the fiscal year ended May 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 23, 2015

/s/ Mark G. Parker

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Mark G. Parker  
Chief Executive Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the following certifications are being made to accompany the Registrant's annual report on Form 10-K for the fiscal year ended May 31, 2015 .

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of NIKE, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the Annual Report on Form 10-K of the Company for the fiscal year ended May 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 23, 2015

/s/ Donald W. Blair

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Donald W. Blair  
Chief Financial Officer