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

FORM 10-Q

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

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from __________ to __________.

Commission File No. 001-31463

DICK'S SPORTING GOODS, INC.
(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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

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

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

The number of shares of common stock, par value $0.01 per share, and Class B common stock, par value $0.01 per share, outstanding as of August 18, 2017 , was 84,655,449 and 24,710,870 , respectively.

Table of Contents

INDEX TO FORM 10-Q

	Page Number
PART I. FINANCIAL INFORMATION	3
Item 1. Financial Statements	3
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	14
Item 3. Quantitative and Qualitative Disclosures About Market Risk	24
Item 4. Controls and Procedures	24
PART II. OTHER INFORMATION	24
Item 1. Legal Proceedings	24
Item 1A. Risk Factors	24
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	25
Item 5. Other Information	25
Item 6. Exhibits	25
SIGNATURES	25
INDEX TO EXHIBITS	26

Table of Contents

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

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

	13 Weeks Ended		26 Weeks Ended	
	July 29, 2017	**July 30, 2016**	**July 29, 2017**	**July 30, 2016**
Net sales	$ 2,156,911	$ 1,967,857	$ 3,982,164	$ 3,628,200
Cost of goods sold, including occupancy and distribution costs	1,519,689	1,370,479	2,803,076	2,535,025
GROSS PROFIT	637,222	597,378	1,179,088	1,093,175
Selling, general and administrative expenses	470,267	441,721	909,608	840,289
Pre-opening expenses	7,765	8,487	20,221	15,006
INCOME FROM OPERATIONS	159,190	147,170	249,259	237,880
Interest expense	2,216	1,618	3,480	2,749
Other income	(14,470)	(1,930)	(17,348)	(3,997)
INCOME BEFORE INCOME TAXES	171,444	147,482	263,127	239,128
Provision for income taxes	59,059	56,065	92,547	90,834
NET INCOME	$ 112,385	$ 91,417	$ 170,580	$ 148,294
EARNINGS PER COMMON SHARE:				
Basic	$ 1.04	$ 0.82	$ 1.56	$ 1.33
Diluted	$ 1.03	$ 0.82	$ 1.55	$ 1.32
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:				
Basic	108,175	111,272	109,308	111,688
Diluted	108,679	112,118	110,043	112,697
Cash dividends declared per share	$ 0.17000	$ 0.15125	$ 0.34000	$ 0.30250

See accompanying notes to unaudited consolidated financial statements.

Table of Contents

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

	13 Weeks Ended		26 Weeks Ended	
	July 29, 2017	**July 30, 2016**	**July 29, 2017**	**July 30, 2016**
NET INCOME	$ 112,385	$ 91,417	$ 170,580	$ 148,294
OTHER COMPREHENSIVE INCOME (LOSS):				
Foreign currency translation adjustment, net of tax	81	(38)	54	54
TOTAL OTHER COMPREHENSIVE INCOME (LOSS)	81	(38)	54	54
COMPREHENSIVE INCOME	$ 112,466	$ 91,379	$ 170,634	$ 148,348

See accompanying notes to unaudited consolidated financial statements.

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

	July 29, 2017	January 28, 2017	July 30, 2016
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 131,615	$ 164,777	$ 112,325
Accounts receivable, net	86,355	75,199	144,458
Income taxes receivable	11,401	2,307	2,187
Inventories, net	1,917,912	1,638,632	1,715,530
Prepaid expenses and other current assets	130,001	114,763	110,269
Total current assets	2,277,284	1,995,678	2,084,769
Property and equipment, net	1,611,834	1,522,574	1,475,797
Intangible assets, net	137,920	140,835	130,062
Goodwill	245,126	245,059	200,594
Other assets:			
Deferred income taxes	11,129	45,927	4,805
Other	112,018	108,223	91,639
Total other assets	123,147	154,150	96,444
TOTAL ASSETS	$ 4,395,311	$ 4,058,296	$ 3,987,666
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 968,396	$ 755,537	$ 790,217
Accrued expenses	365,680	384,210	359,607
Deferred revenue and other liabilities	174,758	203,788	153,926
Income taxes payable	—	53,234	11,249
Current portion of other long-term debt and leasing obligations	666	646	612
Total current liabilities	1,509,500	1,397,415	1,315,611
LONG-TERM LIABILITIES:			
Revolving credit borrowings	186,800	—	152,000
Other long-term debt and leasing obligations	4,343	4,679	5,013
Deferred income taxes	3,531	—	14,486
Deferred revenue and other liabilities	769,877	726,713	670,956
Total long-term liabilities	964,551	731,392	842,455
COMMITMENTS AND CONTINGENCIES			
STOCKHOLDERS' EQUITY:			
Common stock	825	856	857
Class B common stock	247	247	249
Additional paid-in capital	1,157,480	1,130,830	1,097,205
Retained earnings	2,087,318	1,956,066	1,851,064
Accumulated other comprehensive loss	(78)	(132)	(125)
Treasury stock, at cost	(1,324,532)	(1,158,378)	(1,119,650)
Total stockholders' equity	1,921,260	1,929,489	1,829,600
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 4,395,311	$ 4,058,296	$ 3,987,666

See accompanying notes to unaudited consolidated financial statements.

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

	Common Stock		Class B Common Stock		Additional Paid-In	Retained	Accumulated Other Comprehensive	Treasury	
	Shares	**Dollars**	**Shares**	**Dollars**	**Capital**	**Earnings**	**Loss**	**Stock**	**Total**
BALANCE, January 28, 2017	85,619,878	$ 856	24,710,870	$ 247	$ 1,130,830	$ 1,956,066	$ (132)	$ (1,158,378)	$ 1,929,489
Adjustment for cumulative effect from change in accounting principle (ASU 2016-16)	—	—	—	—	—	(1,744)	—	—	(1,744)
Exercise of stock options	572,397	6	—	—	16,284	—	—	—	16,290
Restricted stock vested	337,956	4	—	—	(4)	—	—	—	—
Minimum tax withholding requirements	(115,476)	(1)	—	—	(5,659)	—	—	—	(5,660)
Net income	—	—	—	—	—	170,580	—	—	170,580
Stock-based compensation	—	—	—	—	16,029	—	—	—	16,029
Foreign currency translation adjustment, net of taxes of $32	—	—	—	—	—	—	54	—	54
Purchase of shares for treasury	(3,925,162)	(40)	—	—	—	—	—	(166,154)	(166,194)
Cash dividends declared	—	—	—	—	—	(37,584)	—	—	(37,584)
BALANCE, July 29, 2017	82,489,593	$ 825	24,710,870	$ 247	$ 1,157,480	$ 2,087,318	$ (78)	$ (1,324,532)	$ 1,921,260

See accompanying notes to unaudited consolidated financial statements.

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

	26 Weeks Ended	
	July 29, 2017	**July 30, 2016**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 170,580	$ 148,294
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	109,085	96,531
Deferred income taxes	38,262	9,392
Stock-based compensation	16,029	16,593
Other non-cash items	361	361
Changes in assets and liabilities:		
Accounts receivable	(7,748)	(40,765)
Inventories	(279,280)	(188,343)
Prepaid expenses and other assets	(12,986)	(9,162)
Accounts payable	245,909	137,362
Accrued expenses	(2,785)	33,261
Income taxes payable / receivable	(62,328)	(17,781)
Deferred construction allowances	63,889	68,311
Deferred revenue and other liabilities	(34,496)	(23,427)
Net cash provided by operating activities	244,492	230,627
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(235,713)	(208,449)
Deposits and purchases of other assets	(2,344)	(23,412)
Net cash used in investing activities	(238,057)	(231,861)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Revolving credit borrowings	1,748,700	1,183,000
Revolving credit repayments	(1,561,900)	(1,031,000)
Payments on other long-term debt and leasing obligations	(316)	(288)
Construction allowance receipts	—	—
Proceeds from exercise of stock options	16,290	15,978
Minimum tax withholding requirements	(5,660)	(6,619)
Cash paid for treasury stock	(166,194)	(107,003)
Cash dividends paid to stockholders	(37,521)	(34,490)
Decrease in bank overdraft	(33,050)	(25,009)
Net cash used in financing activities	(39,651)	(5,431)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	54	54
NET DECREASE IN CASH AND CASH EQUIVALENTS	(33,162)	(6,611)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	164,777	118,936
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 131,615	$ 112,325
Supplemental disclosure of cash flow information:		
Accrued property and equipment	$ 57,307	$ 78,985
Cash paid for interest	$ 2,799	$ 2,104
Cash paid for income taxes	$ 118,968	$ 103,985

See accompanying notes to unaudited consolidated financial statements.

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

1. Basis of Presentation

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

The accompanying unaudited consolidated financial statements have been prepared in accordance with the requirements for Quarterly Reports on Form 10-Q and do not include all the disclosures normally required in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The interim consolidated financial statements are unaudited and have been prepared on the same basis as the annual audited consolidated financial statements. In the opinion of management, such unaudited consolidated financial statements include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the interim financial information. This unaudited interim financial information should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended January 28, 2017 as filed with the Securities and Exchange Commission on March 24, 2017 . Operating results for the 13 and 26 weeks ended July 29, 2017 are not necessarily indicative of the results that may be expected for the fiscal year ending February 3, 2018 or any other period.

Recently Adopted Accounting Pronouncements

Income Taxes

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

Statement of Cash Flows

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

Stock Compensation

In March 2016, the FASB issued ASU 2016-09, " *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* ". This update simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company adopted ASU 2016-09 during the first quarter of fiscal 2017, on a prospective basis. The Company recorded an excess tax (deficiency) benefit during the 13 and 26 weeks ended July 29, 2017 of $(0.1) million and $0.8 million, respectively. Additionally, the Company elected to account for forfeitures as an estimate of the number of awards that are expected to vest, which is consistent with our accounting policy prior to adoption of ASU 2016-09.

The Company adopted the provisions of ASU 2016-09 related to changes on the Consolidated Statements of Cash Flows on a retrospective basis. As a result, we no longer classify excess tax benefits as a financing activity, which increased net cash provided by operating activities and reduced net cash provided by financing activities by $7.7 million for the 26 weeks ended July 30, 2016. Additionally, employee taxes paid for shares withheld for income taxes are classified within financing activities on the Consolidated Statements of Cash Flows, which is consistent with the Company's treatment prior to the adoption of ASU 2016-09.

Measurement of Inventory

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

Recently Issued Accounting Pronouncements

Stock Compensation

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

Intangibles - Goodwill and Other

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

Leases

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

Contracts with Customers

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

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

2. Store Closings

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

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

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

	26 Weeks Ended	
	July 29, 2017	July 30, 2016
Accrued store closing and relocation reserves, beginning of period	$ 17,531	$ 11,702
Expense charged to earnings	170	852
Cash payments	(4,906)	(2,815)
Interest accretion and other changes in assumptions	777	(456)
Accrued store closing and relocation reserves, end of period	13,572	9,283
Less: current portion of accrued store closing and relocation reserves	(5,902)	(3,483)
Long-term portion of accrued store closing and relocation reserves	$ 7,670	$ 5,800

3. Earnings Per Common Share

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

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

	13 Weeks Ended		26 Weeks Ended	
	July 29, 2017	July 30, 2016	July 29, 2017	July 30, 2016
Net income	$ 112,385	$ 91,417	$ 170,580	$ 148,294
Weighted average common shares outstanding - basic	108,175	111,272	109,308	111,688
Dilutive effect of stock-based awards	504	846	735	1,009
Weighted average common shares outstanding - diluted	108,679	112,118	110,043	112,697
Earnings per common share - basic	$ 1.04	$ 0.82	$ 1.56	$ 1.33
Earnings per common share - diluted	$ 1.03	$ 0.82	$ 1.55	$ 1.32
Anti-dilutive stock-based awards excluded from diluted calculation	4,164	2,978	3,282	2,733

4. Fair Value Measurements

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

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

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

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

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

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

	Level 1	
Description	**July 29, 2017**	**January 28, 2017**
Assets:		
Deferred compensation plan assets held in trust [1]	$ 73,870	$ 64,512
Total assets	$ 73,870	$ 64,512

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

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

The Company uses quoted prices in active markets to determine the fair value of the aforementioned assets determined to be Level 1 instruments. The Company's policy for recognition of transfers between levels of the fair value hierarchy is to recognize any transfer at the end of the fiscal quarter in which the determination to transfer was made. The Company did not transfer any assets or liabilities among the levels of the fair value hierarchy during the 26 weeks ended July 29, 2017 or the fiscal year ended January 28, 2017 . Additionally, the Company did not hold any Level 2 or Level 3 assets or liabilities during the 26 weeks ended July 29, 2017 or the fiscal year ended January 28, 2017 .

5. Subsequent Events

Revolving Credit Agreement – On August 9, 2017, the Company amended its then existing $1 billion senior secured revolving credit agreement to, among other things, (i) increase the aggregate commitments under the agreement to $1.25 billion , including up to $150 million in the form of letters of credit, (ii) extend the maturity date to August 9, 2022, and (iii) provide for a $350 million accordion, (which is subject to the satisfaction of certain conditions) ("the Amended Credit Agreement").

The Amended Credit Agreement is secured by a first priority security interest in certain property and assets, including receivables, inventory, deposit accounts, securities accounts and other personal property of the Company and is guaranteed by the Company's domestic subsidiaries.

The annual interest rates applicable to loans under the Amended Credit Agreement are, at the Company's option, equal to a base rate or an adjusted LIBOR rate plus, in each case, an applicable margin percentage. The applicable margin percentage for base rate loans is 0.125% to 0.375% and for adjusted LIBOR rate loans is 1.125% to 1.375% , depending on the borrowing availability of the Company.

The Amended Credit Agreement contains a covenant that requires the Company to maintain a minimum adjusted availability of 7.5% of its borrowing base. The Amended Credit Agreement also contains certain covenants that could within specific predefined circumstances limit the Company's ability to, among other things: incur or guarantee additional indebtedness; pay distributions on, redeem or repurchase capital stock; redeem or repurchase subordinated debt; make certain investments; sell assets; and consolidate, merge or transfer all or substantially all of the Company's assets. Other than in certain limited conditions, the Company is permitted to pay dividends and repurchase shares pursuant to its stock repurchase program.

Dividend – On August 10, 2017 , the Company's Board of Directors authorized and declared a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock payable on September 29, 2017 to stockholders of record as of the close of business on September 8, 2017 .

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

Asset Acquisition – On August 18, 2017, the Company agreed to acquire from EWS II, LLC, an entity owned by the Company's Chairman & Chief Executive Officer ("EWS"), the rights and obligations relating to the purchase of an aircraft by EWS from Gulfstream Aerospace Corporation ("Gulfstream"). The Company and EWS entered into an arrangement, pursuant to which the Company agreed to reimburse $62.8 million to EWS for principal payments previously made to Gulfstream for the aircraft purchase and for interest incurred in connection with the financing of the aircraft purchase and agreed to fund the final aircraft purchase price payment of $4.0 million to Gulfstream. This aircraft will replace an aircraft that came off lease earlier this year and an aircraft that the Company has recently put up for sale.

The Company financed the purchase of the aircraft discussed above through a loan with Bank of America Leasing & Capital, LLC ("BOA") with a fixed interest rate of 3.41% payable in increments through December 2024 with a balloon payment of $29.3 million (the "BOA Loan"). The BOA Loan may be prepaid in full provided that the prepayment includes all accrued interest and a prepayment fee equal to 1% of the unpaid balance during the first year of the BOA Loan or a prepayment fee equal to 0.5% of the unpaid balance during the second year of the BOA Loan. No prepayment fee is required after the completion of the second year of the BOA Loan.

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

FORWARD-LOOKING STATEMENTS

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

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

- The dependence of our business on consumer discretionary spending;
- Intense competition in the sporting goods industry and in retail, including the level of competitive promotional activity;
- Omni-channel growth and the continued transition to our eCommerce platform producing the anticipated benefits within the expected time-frame or at all;
- Disruptions or other problems with our eCommerce platform, including issues caused by high volumes of users or transactions, or our information systems;
- Our ability to predict or effectively react to changes in consumer demand or shopping patterns;
- Lack of available retail store sites on terms acceptable to us, rising real estate prices and other costs and risks relating to a brick and mortar retail store model;
- The streamlining of the Company's vendor base and execution of the Company's merchandising strategy not producing the anticipated benefits within the expected time-frame or at all;
- Unauthorized disclosure of sensitive or confidential customer information;
- Risks associated with our private brand offerings and new retail concept stores;
- Our ability to access adequate capital to operate and expand our business and to respond to changing business and economic conditions;
- Risks and costs relating to changing laws and regulations affecting our business, including consumer products, firearms and ammunition, tax, labor, data protection and privacy;
- Our relationships with our vendors or disruptions in our or our vendors' supply chains, which could be caused by foreign trade issues, currency exchange rate fluctuations, increasing prices for raw materials or foreign political instability;
- Litigation risks for which we may not have sufficient insurance or other coverage;

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

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

OVERVIEW

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

The primary factors that have historically influenced the Company's profitability and success have been the growth in its number of stores and selling square footage, the integration of eCommerce with its brick and mortar stores, positive consolidated same store sales, which include the Company's eCommerce business, and its strong gross profit margins. Over the last five years the Company has grown from 490 Dick's Sporting Goods stores as of July 28, 2012 to 704 Dick's Sporting Goods stores as of July 29, 2017 . We plan to reduce new store growth over the next few years, as we expect that announced store closings by other retailers will create a real estate environment that will allow us to open new stores in desirable locations on more favorable terms than in the current environment. The Company's eCommerce sales penetration to total net sales has increased from 2.9% to 9.2% for the year-to-date periods ended July 28, 2012 and July 29, 2017 , respectively.

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

The sporting goods industry and the retail industry as a whole continue to pose challenges. Traditional competitors and vendors have become increasingly promotional, vendors have broadened their distribution channels, and sales within the hunting category are declining. We expect these conditions to continue through at least the remainder of the year. In response, the Company plans to increase promotional activities to drive market share to its stores and online, which we expect will have a negative impact on gross profit margin through at least the remainder of the year. We also recently announced measures to better align our talent and financial resources with our planned investments in the Company's digital capabilities, including Dick's Team Sports HQ, and the development of our private brands. Furthermore, the Company continues to assess the disruption and uncertainty in the sporting goods industry to identify the potential impact and opportunities arising from announced closures of stores by our competitors.

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

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

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

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

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

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

CRITICAL ACCOUNTING POLICIES

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

RESULTS OF OPERATIONS AND OTHER SELECTED DATA

Executive Summary

- Earnings per diluted share of $1.03 in the current quarter increased 25.6% compared to earnings per diluted share of $0.82 during the second quarter of 2016 . Net income in the current quarter totaled $112.4 million compared to $91.4 million during the second quarter of 2016 .
    - Net income in the current quarter includes $12.0 million, net of tax, or $0.11 per diluted share, of income related to a contract termination payment and charges of $4.4 million, net of tax, or $0.04 per diluted share, related to a corporate restructuring.
- Net sales increased 9.6% to $2,156.9 million in the current quarter from $1,967.9 million during the second quarter of 2016 .
- eCommerce sales penetration in the current quarter increased to 9.2% of total net sales compared to 8.5% during the second quarter of 2016 , representing an increase of approximately 19% in eCommerce sales.
- In the second quarter of 2017 , the Company:
    - Declared and paid a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock.
    - Repurchased approximately 3.4 million shares of common stock for $143.0 million .
- The following table summarizes store openings and closings for the periods indicated:

	26 Weeks Ended July 29, 2017			26 Weeks Ended July 30, 2016		
	Dick's Sporting Goods	Specialty Concept Stores [(1)]	Total	Dick's Sporting Goods	Specialty Concept Stores [(1)]	Total
Beginning stores	676	121	797	644	97	741
Q1 New stores	15	10	25	3	2	5
Q2 New stores	13	—	13	5	—	5
Closed stores	—	2	2	3	1	4
Ending stores	704	129	833	649	98	747
Relocated stores	2	—	2	5	—	5

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

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

	13 Weeks Ended		Basis Point Increase / (Decrease) in Percentage of Net Sales from Prior Year
	July 29, 2017	**July 30, 2016** (A)	**2016-2017** (A)
Net sales (1)	100.00%	100.00%	N/A
Cost of goods sold, including occupancy and distribution costs (2)	70.46	69.64	82
Gross profit	29.54	30.36	(82)
Selling, general and administrative expenses (3)	21.80	22.45	(65)
Pre-opening expenses (4)	0.36	0.43	(7)
Income from operations	7.38	7.48	(10)
Interest expense	0.10	0.08	2
Other income	(0.67)	(0.10)	(57)
Income before income taxes	7.95	7.49	46
Provision for income taxes	2.74	2.85	(11)
Net income	5.21%	4.65%	56
Other Data:			
Consolidated same store sales increase	0.1%	2.8%	
Number of stores at end of period (5)	833	747	
Total square feet at end of period (5)	40,871,251	37,067,454	

	26 Weeks Ended		Basis Point Increase / (Decrease) in Percentage of Net Sales from Prior Year
	July 29, 2017 (A)	**July 30, 2016**	**2016-2017** (A)
Net sales (1)	100.00%	100.00%	N/A
Cost of goods sold, including occupancy and distribution costs (2)	70.39	69.87	52
Gross profit	29.61	30.13	(52)
Selling, general and administrative expenses (3)	22.84	23.16	(32)
Pre-opening expenses (4)	0.51	0.41	10
Income from operations	6.26	6.56	(30)
Interest expense	0.09	0.08	1
Other income	(0.44)	(0.11)	(33)
Income before income taxes	6.61	6.59	2
Provision for income taxes	2.32	2.50	(18)
Net income	4.28%	4.09%	19
Other Data:			
Consolidated same store sales increase	1.1%	1.7%	
Number of stores at end of period (5)	833	747	
Total square feet at end of period (5)	40,871,251	37,067,454	

(A) Column does not add due to rounding.

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

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

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

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

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

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

Net Sales

Net sales increased 9.6% in the current quarter to $2,156.9 million from $1,967.9 million for the quarter ended July 30, 2016 , due primarily to the growth of our store network and a 0.1% increase in consolidated same store sales. The 0.1% increase in consolidated same store sales contributed $1.7 million of the increase in net sales for the quarter ended July 29, 2017 . The remaining $187.3 million increase in net sales was attributable to stores that are not yet included in the comparable store base. eCommerce sales penetration increased to 9.2% of total net sales during the current quarter compared to 8.5% of total net sales during the quarter ended July 30, 2016 , representing an increase of approximately 19% in eCommerce sales.

The increase in consolidated same store sales was driven by the golf and footwear categories, partially offset by declines in lodge hunting, licensed, athletic apparel and electronics categories. Consolidated same store sales results for the current quarter reflect an increase in sales per transaction of approximately 2.1% , partially offset by a decrease in transactions of approximately 2.0% .

Income from Operations

Income from operations increased to $159.2 million in the current quarter from $147.2 million for the quarter ended July 30, 2016 .

Gross profit increased 6.7% to $637.2 million in the current quarter from $597.4 million for the quarter ended July 30, 2016 , but decreased as a percentage of net sales by 82 basis points compared to the same period last year. The decrease in gross profit as a percentage of net sales resulted from occupancy deleverage, lower merchandise margins, as the retail marketplace became highly promotional, and higher shipping and fulfillment costs. Occupancy costs increased $28.8 million in the current quarter from the quarter ended July 30, 2016 . Our occupancy costs, which after the cost of merchandise represent our largest expense within cost of goods sold, are generally fixed in nature and fluctuate based on the number of stores that we operate. As a percentage of net sales, occupancy costs increased at a higher rate than the 9.6% increase in net sales during the current quarter.

Selling, general and administrative expenses increased 6.5% to $470.3 million in the current quarter from $441.7 million for the quarter ended July 30, 2016 , but decreased as a percentage of net sales by 65 basis points primarily driven by our new eCommerce operating model, lower administrative payroll and incentive compensation costs and expense reduction initiatives.

The current quarter also includes corporate restructuring charges totaling $7.1 million, which negatively impacted selling, general and administrative expenses as a percentage of net sales by 33 basis points.

Pre-opening expenses decreased to $7.8 million in the current quarter from $8.5 million for the quarter ended July 30, 2016 . Pre-opening expenses in any period fluctuate depending on the timing and number of new store openings and relocations. Pre-opening rent expenses for our self-developed store sites will generally exceed those for sites built to our specifications by our landlords as we commence recognition of rent expense for self-developed stores when we take possession of a site as opposed to when we commence occupancy under the lease term.

Other Income

Other income increased to $14.5 million in the current quarter compared to $1.9 million for the quarter ended July 30, 2016. The current quarter includes $12.0 million related to the receipt of a contract termination payment.

Income Taxes

The Company's effective tax rate decreased to 34.4% for the current quarter from 38.0% for the quarter ended July 30, 2016 . The decrease is primarily due to the utilization of net capital loss carryforwards totaling $12.0 million that were previously subject to a valuation allowance.

26 Weeks Ended July 29, 2017 Compared to the 26 Weeks Ended July 30, 2016

Net Sales

Net sales increased 9.8% in the current period to $3,982.2 million from $3,628.2 million for the period ended July 30, 2016, due primarily to the growth of our store network and a 1.1% increase in consolidated same store sales. The 1.1% increase in consolidated same store sales contributed $40.2 million of the increase in net sales for the period ended July 29, 2017 . The remaining $313.8 million increase in net sales was attributable to new stores. eCommerce sales penetration was 9.2% of total net sales during the current period compared to 8.8% of total net sales during the period ended July 30, 2016 , representing an increase of approximately 15% in eCommerce sales.

The increase in consolidated same store sales was driven by the golf and footwear categories, partially offset by declines in lodge hunting, licensed and electronics categories. Consolidated same store sales results for the current period reflect an increase in sales per transaction of approximately 1.8%, partially offset by a decrease in transactions of approximately 0.7%.

Income from Operations

Income from operations increased to $249.3 million in the current period from $237.9 million for the period ended July 30, 2016 .

Gross profit increased 7.9% to $1,179.1 million for the current period from $1,093.2 million for the period ended July 30, 2016 , but decreased as a percentage of net sales by 52 basis points compared to the same period last year. The decrease in gross profit as a percentage of net sales resulted from occupancy deleverage, lower merchandise margins and higher shipping and fulfillment costs. Occupancy costs increased $52.7 million in the current period from the period ended July 30, 2016 . Our occupancy costs, which after the cost of merchandise represent our largest expense within cost of goods sold, are generally fixed in nature and fluctuate based on the number of stores that we operate. As a percentage of net sales, occupancy costs increased at a higher rate than the 9.8% increase in net sales during the current period.

Selling, general and administrative expenses increased 8.2% to $909.6 million in the current period from $840.3 million for the period ended July 30, 2016 , but decreased as a percentage of net sales by 32 basis points primarily driven by our new eCommerce operating model, lower administrative payroll and incentive compensation costs and expense reduction initiatives. The current period also includes corporate restructuring charges totaling $7.1 million, which negatively impacted selling, general and administrative expenses as a percentage of net sales by 18 basis points.

Pre-opening expenses increased to $20.2 million in the current period from $15.0 million for the period ended July 30, 2016 . Pre-opening expenses in any period fluctuate depending on the timing and number of new store openings and relocations. The current period includes $3.5 million of costs incurred by the Company to convert TSA stores to Dick's Sporting Goods stores. Pre-opening rent expenses for our self-developed store sites will generally exceed those for sites built to our specifications by our landlords as we commence recognition of rent expense for self-developed stores when we take possession of a site as opposed to when we commence occupancy under the lease term.

Other Income

Other income increased to $17.3 million in the current period compared to $4.0 million of income for the period ended July 30, 2016. The current period includes $12.0 million related to the receipt of a contract termination payment.

Income Taxes

The Company's effective tax rate decreased to 35.2% for the current period from 38.0% for the same period last year. The decrease is primarily due to the utilization of net capital loss carryforwards totaling $12.0 million that were previously subject to a valuation allowance, as well as the adoption of Accounting Standard Update 2016-09 " *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* ". Refer to Note 1 to the unaudited Consolidated Financial Statements for additional information on the adoption of the accounting standard.

LIQUIDITY AND CAPITAL RESOURCES AND CHANGES IN FINANCIAL CONDITION

Overview

On August 9, 2017, the Company amended its then existing $1 billion senior secured revolving credit facility (the "Credit Agreement") to increase the facility to $1.25 billion, including up to $150 million in the form of letters of credit, and extend the maturity date to August 9, 2022 (the "Amended Credit Agreement"). Under the Amended Credit Agreement, which is further described within Note 5 to the unaudited Consolidated Financial Statements, subject to satisfaction of certain conditions, the Company may request an increase of up to $350 million in additional borrowing availability in excess of the stated facility amount.

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

Liquidity information for the year-to-date periods ended (dollars in thousands):

	July 29, 2017	July 30, 2016
Funds drawn on Credit Agreement	$ 1,748,700	$ 1,183,000
Number of days with outstanding borrowing balance on Credit Agreement	124 days	120 days
Maximum daily amount of outstanding borrowings under Credit Agreement	$ 391,200	$ 278,000

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

	July 29, 2017	July 30, 2016
Outstanding borrowings under Credit Agreement	$ 186,800	$ 152,000
Cash and cash equivalents	$ 131,615	$ 112,325
Remaining borrowing capacity under Credit Agreement	$ 790,387	$ 833,369
Outstanding letters of credit under Credit Agreement	$ 22,813	$ 14,631

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

Capital expenditures – We expect fiscal 2017 capital expenditures to be approximately $400 million on a net basis, which includes tenant allowances provided by landlords, and approximately $515 million on a gross basis. Normal capital requirements primarily relate to the development of our omni-channel platform, including investments in new and existing stores and eCommerce technology. The Company also plans to continue to invest in continuously improving its supply chain and corporate information technology infrastructure. We plan to open approximately 49 new store sites, excluding seven former Golfsmith locations, and complete construction of our fifth distribution facility in fiscal 2017. We expect our new stores, as well as investments in our existing stores and fifth distribution facility, to represent the majority of our total capital expenditures during fiscal 2017 .

Share repurchases – On March 7, 2013, the Company's Board of Directors authorized a five-year share repurchase program of up to $1 billion of the Company's common stock. On March 16, 2016, the Company's Board of Directors authorized an additional five-year share repurchase program of up to $1 billion of the Company's common stock. During the 26 weeks ended July 29, 2017 , the Company repurchased approximately 3.9 million shares of its common stock for $166.2 million . Since the beginning of fiscal 2013, the Company has repurchased approximately $1,125 million of its common stock, and has approximately $875 million remaining under its authorization that extends through 2021. The Company intends to repurchase shares from time-to-time to offset dilution and also may pursue opportunistic repurchases of additional shares under favorable market conditions. Any future share repurchase programs are subject to the authorization by our Board of Directors and will be dependent upon future earnings, cash flows, financial requirements and other factors.

Dividends – During the 26 weeks ended July 29, 2017 , the Company paid $37.5 million of dividends to its stockholders. The declaration of future dividends and the establishment of the per share amount, record dates and payment dates for any such future dividends are subject to authorization by our Board of Directors and will be dependent upon future earnings, cash flows, financial requirements and other factors.

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

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

	26 Weeks Ended	
	July 29, 2017	**July 30, 2016**
Net cash provided by operating activities	$ 244,492	$ 230,627
Net cash used in investing activities	(238,057)	(231,861)
Net cash used in financing activities	(39,651)	(5,431)
Effect of exchange rate changes on cash and cash equivalents	54	54
Net decrease in cash and cash equivalents	$ (33,162)	$ (6,611)

Operating Activities

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

Cash provided by operating activities increased $13.9 million for the 26 weeks ended July 29, 2017 compared to the same period last year. The increase in cash provided by operating activities was due primarily to an increase in net income, partially offset by the timing of cash payments for income taxes and a $4.7 million decrease in cash flows generated from changes in operating assets and liabilities period-over-period, excluding the timing impact of cash payments for income taxes.

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

- Changes in accrued expenses decreased operating cash flows by $36.0 million compared to the prior year, primarily due to year-over-year changes in incentive compensation accruals and corresponding payments.
- Changes in accounts receivable increased operating cash flows by $33.0 million compared to the prior year, primarily due to timing of collections associated with vendor funded store initiatives.

Investing Activities

Cash used in investing activities increased $6.2 million for the 26 weeks ended July 29, 2017 compared to the same period last year primarily due to a $27.3 million increase in gross capital expenditures. The increase in gross capital expenditures was primarily driven by the timing and number of new store openings coupled with the construction of our fifth distribution facility.

Financing Activities

Financing activities consist primarily of the Company's capital return initiatives, including its share repurchase program and cash dividend payments, cash flows generated from stock option exercises and cash activity associated with our Credit Agreement. Cash used in financing activities for the 26 weeks ended July 29, 2017 totaled $39.7 million compared to $5.4 million for the comparable period of the prior year. The Company had more share repurchases partially offset by higher net Credit Agreement borrowings during the 26 weeks ended July 29, 2017 compared to the prior year period.

Events Subsequent to Quarter-end

Revolving Credit Agreement – On August 9, 2017, the Company amended its then existing $1 billion senior secured revolving credit agreement to, among other things, (i) increase the aggregate commitments under the agreement to $1.25 billion, including up to $150 million in the form of letters of credit, (ii) extend the maturity date to August 9, 2022, and (iii) provide for a $350 million accordion, (which is subject to the satisfaction of certain conditions) ("the Amended Credit Agreement").

Dividend – On August 10, 2017 , the Company's Board of Directors authorized and declared a quarterly cash dividend in the amount of $0.17 per share of common stock and Class B common stock payable on September 29, 2017 to stockholders of record as of the close of business on September 8, 2017 .

Asset Acquisition – On August 18, 2017, the Company agreed to acquire from EWS II, LLC, an entity owned by the Company's Chairman & Chief Executive Officer ("EWS"), the rights and obligations relating to the purchase of an aircraft by EWS from Gulfstream Aerospace Corporation ("Gulfstream"). The Company and EWS entered into an arrangement, pursuant to which the Company agreed to reimburse $62.8 million to EWS for principal payments previously made to Gulfstream for the aircraft purchase and for interest incurred in connection with the financing of the aircraft purchase and agreed to fund the final aircraft purchase price payment of $4.0 million to Gulfstream. This aircraft will replace an aircraft that came off lease earlier this year and an aircraft that the Company has recently put up for sale.

Off-Balance Sheet Arrangements

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

Contractual Obligations and Other Commercial Commitments

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

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 4. CONTROLS AND PROCEDURES

During the second quarter of fiscal 2017, there were no changes in the Company's internal controls over financial reporting that materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

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

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

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

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

ITEM 1A. RISK FACTORS

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

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

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

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

Period	Total Number of Shares Purchased [(a)]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [(b)]	Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
April 30, 2017 to May 27, 2017	2,395,471	$ 41.33	2,394,344	$ 919,228,458
May 28, 2017 to July 1, 2017	1,047,668	$ 42.07	1,046,690	$ 875,189,729
July 2, 2017 to July 29, 2017	568	$ 39.98	—	$ 875,189,729
Total	3,443,707	$ 41.56	3,441,034	

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

(b) Shares repurchased as part of the Company's previously announced five-year $1 billion share repurchase programs, separately authorized by the Board of Directors on March 7, 2013 and March 16, 2016. The Company fully utilized the amount authorized under the 2013 program during the second quarter of 2017.

ITEM 5. OTHER INFORMATION

Consulting Arrangement – As previously announced, André J. Hawaux will be retiring as the Executive Vice President - Chief Operating Officer. On August 18, 2017, the Company entered into an oral agreement with Mr. Hawaux, pursuant to which he will continue to serve the Company in a consulting role through the first quarter of the 2018 fiscal year, performing services on an as-needed basis, for fees to be mutually agreed upon at the time of the project or assignment.

Asset Acquisition – The Company and EWS entered into an arrangement, pursuant to which the Company agreed to reimburse $62.8 million to EWS for principal payments previously made to Gulfstream for the aircraft purchase and for interest previously incurred in connection with the financing of the aircraft purchase and agreed to fund the final aircraft purchase price payment of $4.0 million to Gulfstream. This aircraft will replace an aircraft that came off lease earlier this year and an aircraft that the Company has recently put up for sale.

ITEM 6. EXHIBITS

The Exhibits listed in the Index to Exhibits, which appears on page 26 and is incorporated herein by reference, are filed or furnished (as noted) as part of this Quarterly Report on Form 10-Q.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Quarterly Report on Form 10-Q to be signed on August 24, 2017 on its behalf by the undersigned, thereunto duly authorized.

DICK'S SPORTING GOODS, INC.

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

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

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit	Method of Filing
10.1	Joinder, Waiver, Consent and First Amendment to the Credit Agreement, dated July 22, 2016 by and among Dick's Merchandising & Supply Chain, Inc., as the new Borrower; Dick's Sporting Goods, Inc., as Borrower; the Guarantors party thereto; Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Letter of Credit Issuer and Swing Line Lender; and other Lenders party thereto	Filed herewith
10.2	Second Amendment to the Credit Agreement, dated August 9, 2017, by and among Dick's Sporting Goods, Inc. and Dick's Merchandising & Supply Chain, Inc., as Borrowers; the Guarantors party thereto; Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Letter of Credit Issuer and Swing Line Lender; and other Lenders party thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on August 15, 2017
10.3	Joinder Agreement, dated August 23, 2017 by and among DSG Finance, LLC, as the new Guarantor; the other Loan Parties thereto; Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent; and the Lenders party thereto	Filed herewith
10.4*	Dick's Sporting Goods, Inc. 2012 Stock and Incentive Plan (As Amended and Restated)	Incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on June 8, 2017
31.1	Certification of Edward W. Stack, Chairman and Chief Executive Officer, dated as of August 24, 2017 and made pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Certification of Lee J. Belitsky, Executive Vice President - Chief Financial Officer, dated as of August 24, 2017 and made pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.1	Certification of Edward W. Stack, Chairman and Chief Executive Officer, dated as of August 24, 2017 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
32.2	Certification of Lee J. Belitsky, Executive Vice President - Chief Financial Officer, dated as of August 24, 2017 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Filed herewith
101.CAL	XBRL Taxonomy Calculation Linkbase Document	Filed herewith
101.DEF	XBRL Taxonomy Definition Linkbase Document	Filed herewith
101.LAB	XBRL Taxonomy Label Linkbase Document	Filed herewith
101.PRE	XBRL Taxonomy Presentation Linkbase Document	Filed herewith

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

Exhibit 10.1

JOINDER, WAIVER, CONSENT AND FIRST AMENDMENT TO CREDIT AGREEMENT

This JOINDER, waiver, consent and first amendment to credit AGREEMENT (this " Agreement ") is made as of July 22, 2016, by and among:

DICK'S MERCHANDISING & SUPPLY CHAIN, INC., an Ohio corporation (the " New Borrower "), with its principal executive offices at 345 Court Street, Coraopolis, PA 15108;

The other Loan Parties referred to on the signature pages hereof;

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with offices at One Boston Place, 19th Floor, Boston, Massachusetts 02108, as administrative agent and collateral agent (in such capacities, the " Agent ") for the lenders party to the Credit Agreement described below; and

The Lenders party hereto;

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H :

A. Reference is made to (a) a certain Amended and Restated Credit Agreement, dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the " Credit Agreement "), by and among (i) DICK'S SPORTING GOODS, INC., a Delaware corporation (the " Existing Borrower "), (ii) the Guarantors from time to time party thereto (individually, a " Guarantor " and collectively, the " Guarantors "), (iii) the Lenders from time to time party thereto (individually, a " Lender " and, collectively, the " Lenders "), and (iv) the Agent, and (b) a certain Security Agreement dated as of December 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the " Security Agreement "), by and among (i) the Existing Borrower, (ii) the Guarantors and (iii) the Agent. All capitalized terms used herein, and not otherwise defined herein, shall have the meanings assigned to such terms in the Credit Agreement.

B. The Existing Borrower has formed the New Borrower as a wholly owned subsidiary. In accordance with Section 10.01 of the Credit Agreement, the parties to the Credit Agreement have requested that the New Borrower be joined as a party to, and be bound by the terms of, the Credit Agreement, the Security Agreement and the other Loan Documents in the same capacity and to the same extent as the Existing Borrower thereunder, in each case, as set forth herein.

C. The New Borrower, the Existing Borrower, the other Loan Parties, the Agent and the Required Lenders desire to modify certain provisions of the Credit Agreement as provided herein.

D. Pursuant to Section 6.14 of the Credit Agreement, the Loan Parties are required to furnish to the Agent at least fifteen days prior written notice of any change in any Loan Party's name or organizational structure and agreed not to effect or permit any such change unless all filings have been made under the UCC, as further set forth in Section 6.14 of the Credit Agreement.

E. The Loan Parties have advised the Agent that on or about June 30, 2016 American Sports Licensing, Inc., a Guarantor, converted to a limited liability company under Delaware law under the name "American Sports Licensing, LLC" (the " ASL Conversion ").

F. The Agent and the Required Lenders have agreed to Consent to the ASL Conversion and waive any applicable notice or other requirements in connection with the ASL Conversion, in each case, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Credit Agreement . The provisions of the Credit Agreement are hereby amended as follows:

(a) The introductory paragraph of the Credit Agreement is hereby amended by deleting the words "(the "Borrower")" set forth therein.

(b) Section 1.01 of the Credit Agreement is hereby amended by deleting the definition of "Borrower" set forth therein in its entirety and by substituting the following in its stead:
"Borrower" means (a) prior to the First Amendment Effective Date, DSG, and (b) on and following the First Amendment Effective Date, DSG and Dick's Merchandising."

(c) Section 1.01 of the Credit Agreement is hereby amended by deleting the parenthetical in clause (g)(ii) of the definition of "Permitted Investments" and by substituting the following in its stead:

"(other than DSG)"

(d) Section 1.01 of the Credit Agreement is hereby amended by adding the following new definitions in appropriate alphabetical order:

"Dick's Merchandising" means Dick's Merchandising & Supply Chain, Inc., an Ohio corporation."

"DSG" means Dick's Sporting Goods, Inc., a Delaware corporation."

"First Amendment Effective Date" means July 22, 2016."

2. Joinder and Assumption of Obligations . Effective as of the First Amendment Effective Date (which shall have the meaning set forth in Section 1(d) above), the New Borrower hereby acknowledges that it has received and reviewed a copy of the Credit Agreement, the Security Agreement and the other Loan Documents, and hereby:

(a) joins in the execution of, and becomes a party to, the Credit Agreement, the Security Agreement and the other Loan Documents as a Borrower (and, in the case of the Security Agreement, a Grantor) thereunder, as indicated with its signature below;

(b) covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of a Borrower under the Credit Agreement, the Security Agreement and the other Loan Documents as of the date hereof, in each case, with the same force and effect as if the New Borrower was a signatory to the Credit Agreement, the Security Agreement and the other Loan Documents and was expressly named as a Borrower (and, in the case of the Security Agreement, a Grantor) therein;

(c) makes all representations and warranties of a Borrower under the Credit Agreement, the Security Agreement and the other Loan Documents, as of the date hereof, in each case, with the same force and effect as if the New Borrower was a signatory to the Credit Agreement, the Security Agreement and the other Loan Documents and was expressly named as a Borrower (and, in the case of the Security Agreement, a Grantor) therein (except any such representations and warranties made in any Loan Document "as of the Effective Date" shall be deemed made, with respect to the New Borrower only, as of the First Amendment Effective Date);

(d) confirms that it has assumed all of the Obligations of a Borrower under the Credit Agreement and each of the Loan Documents, and agrees to pay, perform, observe and maintain in full force and effect, all of the Obligations of a Borrower thereunder. The New Borrower agrees to honor, perform and comply with, in all respects, all terms and provisions of all of the Loan Documents to the same extent as if the New Borrower was named as a Borrower therein as of the date of execution thereof; and

(e) together with the Existing Borrower, each acknowledge that the Obligations are due and owing to the Agent and the Lenders under the Loan Documents, in accordance with their terms to the same extent and the same manner as if the New Borrower was the original Borrower, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. The New Borrower and the Existing Borrower each hereby acknowledge and agree that from and after the effectiveness of this Agreement, all references to the Borrower in the Credit Agreement and the other Loan Documents shall refer, jointly and severally, to the New Borrower and the Existing Borrower.

3. Grant of Security Interest. Without limiting the generality of Section 2(a) hereof, the New Borrower hereby pledges and grants to the Agent for its benefit and for the benefit of the Credit Parties, as collateral security for the payment and performance in full of all the Secured Obligations (as defined in the Security Agreement), a lien on and security interest in and to all of the right, title and interest of the New Borrower in, to and under all Collateral (as defined in the Security Agreement), and expressly assumes all obligations and liabilities of a Borrower and "Grantor" under the Security Agreement. The New Borrower hereby authorizes the Agent to file financing statements containing the information required by Article 9 of the Uniform Commercial Code of the applicable jurisdiction for the filing of any financing statement relating to the Collateral (as defined in the Security Agreement).

4. Supplemental Schedules. To the extent that any changes in any representations, warranties, and covenants require any amendments or supplements to the schedules to the Credit Agreement, the Security Agreement or any of the other Loan Documents, such schedules are hereby updated, as evidenced by the supplemental schedules (if any) annexed to this Agreement (it being understood and agreed that any representations made in any Loan Document "as of the Effective Date" shall be deemed made, with respect to the New Borrower only, as of the First Amendment Effective Date).

5. Waiver and Consent: Notwithstanding the requirements of Section 6.14(ii) of the Credit Agreement, the Agent and the Required Lenders hereby Consent to the ASL Conversion and waive any applicable notice or other requirements in connection with the ASL Conversion. The foregoing is a one-time waiver and Consent only and no other waivers or consents are intended or implied. Nothing contained herein shall be deemed to constitute an agreement by the Agent or the Required Lenders to waive or Consent in the future to any other conversion or other reorganization.

6. Ratification of Loan Documents. Except as specifically amended by this Agreement and the other documents executed and delivered in connection herewith, all of the terms and conditions of the Credit Agreement, the Security Agreement and of the other Loan Documents shall remain in full force and effect as in effect prior to the date hereof, without releasing any existing Loan Party thereunder or Collateral therefor. The Loan Parties (other than the New Borrower) hereby ratify, confirm, and reaffirm that all representations and warranties of such Loan Parties contained in the Credit Agreement, the Security Agreement and each other Loan Document are true and correct in all material respects on and as of the date hereof (except (i) to the extent that such representations and warranties are qualified by materiality, in which case they are true and correct in all respects, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (or in all respects, as applicable) as of such earlier date). The Guarantors hereby acknowledge, confirm and agree that the Guaranteed Obligations of the Guarantors under, and as defined in, the Facility Guaranty include, without limitation, all Obligations of the Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents. The Loan Parties (other than the New Borrower) hereby acknowledge, confirm and agree that the Security Documents, and any and all Collateral previously pledged to the Agent, for the benefit of the Credit Parties, pursuant thereto, shall continue to secure all applicable Obligations (which, for the avoidance of doubt, shall include all Obligations outstanding as of the date hereof) of such Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents, including, in each case, after giving effect to this Agreement and joining the New Borrower as a Borrower.

7. Conditions Precedent to Effectiveness. This Agreement shall not be effective until each of the following conditions precedent has been fulfilled to the reasonable satisfaction of the Agent:

(a) This Agreement shall have been duly executed and delivered by the New Borrower, the Existing Borrower, the other Loan Parties, the Agent and the Required Lenders, and shall be in full force and effect.

(b) All action on the part of the New Borrower necessary for the valid execution, delivery and performance by the New Borrower of this Agreement and all other documentation, instruments, and agreements to be executed in connection herewith shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.

(c) The New Borrower shall have delivered the following to the Agent, in form and substance reasonably satisfactory to the Agent:

(i) Certificate of Legal Existence and Good Standing, if applicable, issued by the Secretary of the State of its incorporation or organization.

(ii) A certificate of an authorized officer of the due adoption, continued effectiveness, and setting forth the text, of each corporate resolution adopted in connection with the assumption of obligations under the Credit Agreement, the Security Agreement and the other Loan Documents, and attesting to the true signatures of each Person authorized as a signatory to any of the Loan Documents, together with true and accurate copies of all Organization Documents.

(iii) An Information Certificate (as defined in the Security Agreement) duly completed by the New Borrower.

(d) The Agent shall have received a written legal opinion of the New Borrower's counsel, addressed to the Agent and the other Credit Parties, covering such matters relating to the New Borrower, the Loan Documents and/or the transactions contemplated thereby as the Agent may reasonably request.

(e) The Agent shall have received all documents and instruments, including UCC financing statements and Blocked Account Agreements, required by Law or reasonably requested by the Agent to create or perfect the Lien intended to be created under the Security Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Agent.

(f) All reasonable fees and Credit Party Expenses incurred by the Agent and the other Credit Parties in connection with the preparation and negotiation of this Agreement and related documents (including the reasonable fees and expenses of counsel to the Agent) shall have been paid in full by the Loan Parties in accordance with terms of Section 10.04 of the Credit Agreement.

8. Miscellaneous .

(a) This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission (such as pdf) shall be as effective as delivery of a manually executed counterpart of this Agreement.

(b) This Agreement expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(c) Any determination that any provision of this Agreement or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Agreement.

(d) The New Borrower warrants and represents that it is not relying on any representations or warranties of the Agent or the other Credit Parties or their counsel in entering into this Agreement.

(e) THIS agreement SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, without giving effect to the conflicts of laws principles thereof, but including section 5-1401 of the new York general obligations law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

NEW BORROWER :

DICK'S MERCHANDISING & SUPPLY CHAIN, INC.

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: President

AGENT :

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/Joseph Burt
Name: Joseph Burt
Title: Director

LENDERS :

PNC BANK, NATIONAL ASSOCIATION

By: /s/James M. Steffy
Name: James M. Steffy
Title: Vice President

BANK OF AMERICA, N.A.

By: /s/Richard D. Hill Jr.
Name: Richard D. Hill Jr.
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: /s/Thomas G. Williams
Name: Thomas G. Williams
Title: Authorized Officer

US BANK NATIONAL ASSOCIATION

By: /s/David Lawrence
Name: David Lawrence
Title: VP

TD BANK, N.A.

By: /s/Jennifer Visconti
Name: Jennifer Visconti
Title: Credit Specialist

HSBC BANK USA, N.A.

By: /s/Ashley Brenner
Name: Ashley Brenner
Title: Vice President

BANK OF AMERICA, N.A.

By: /s/Ronald T. Dibiase
Name: Ronald T. Dibiase
Title: Vice President

Acknowledged and Agreed:

EXISTING LOAN PARTIES :

DICK'S SPORTING GOODS, INC.

By: /s/Teri L. List-Stoll
Name: Teri List-Stoll
Title: EVP-CFO

AMERICAN SPORTS LICENSING, LLC

By: /s/Joseph Oliver
Name: Joseph Oliver
Title: President

DSG OF VIRGINIA, LLC

By: /s/Joseph Oliver
Name: Joseph Oliver
Title: President

GALYAN'S TRADING COMPANY, LLC

By: Dick's Sporting Goods, Inc., its sole member

By: /s/Joseph Oliver
Name: Joseph Oliver
Title: President

GOLF GALAXY, LLC

By: /s/Joseph Oliver
Name: Joseph Oliver
Title: Governor and Executive Vice President

GOLF GALAXY GOLFWORKS, INC.

By: /s/Joseph Oliver
Name: Joseph Oliver
Title: Director and Executive Vice President

CHICK’S SPORTING GOODS, LLC

By: Dick’s Sporting Goods, Inc., its sole member

By: /s/Joseph Oliver

Name: Joseph Oliver

Title: President

[Supplemental Schedules - to be attached as necessary]

Exhibit 10.3

JOINDER AGREEMENT

This JOINDER AGREEMENT (this " Agreement ") is made as of August 23, 2017, by and among:

DSG FINANCE, LLC, a Delaware limited liability company (the " New Guarantor "), with its principal executive offices at 345 Court Street, Coraopolis, PA 15108;

The other Loan Parties referred to on the signature pages hereof;

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with offices at One Boston Place, 19th Floor, Boston, Massachusetts 02108, as administrative agent and collateral agent (in such capacities, the " Agent ") for the lenders party to the Credit Agreement described below; and

The Lenders party hereto;

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H :

A. Reference is made to (a) a certain Amended and Restated Credit Agreement, dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the " Credit Agreement "), by and among (i) DICK'S SPORTING GOODS, INC., a Delaware corporation, and DICK'S MERCHANDISING & SUPPLY CHAIN, INC. (jointly and severally, individually and collectively, the " Borrower "), (ii) the Guarantors from time to time party thereto (each individually, an " Existing Guarantor " and collectively, the " Existing Guarantors "), (iii) the Lenders from time to time party thereto (individually, a " Lender " and, collectively, the " Lenders "), and (iv) the Agent, and (b) a certain Security Agreement dated as of December 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the " Security Agreement "), by and among (i) the Borrower, (ii) the Existing Guarantors and (iii) the Agent. All capitalized terms used herein, and not otherwise defined herein, shall have the meanings assigned to such terms in the Credit Agreement.

B. The parties to the Credit Agreement have requested that, in accordance with Section 6.12 of the Credit Agreement, the New Guarantor be joined as a party to, and be bound by the terms of, the Credit Agreement, the Security Agreement and the other Loan Documents in the same capacity and to the same extent as the Existing Guarantors thereunder, in each case, as set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Joinder and Assumption of Obligations . Effective as of the date of this Agreement, the New Guarantor hereby acknowledges that it has received and reviewed a copy of the Credit Agreement, the Security Agreement and the other Loan Documents, and hereby:

(a) joins in the execution of, and becomes a party to, the Credit Agreement, the Security Agreement and the other Loan Documents as a Guarantor (and, in the case of the Security Agreement, a Grantor) thereunder, as indicated with its signature below;

(b) covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of a Guarantor under the Credit Agreement, the Security Agreement and the other Loan Documents as of the date hereof, in each case, with the same force and effect as if the New Guarantor was a signatory to the Credit Agreement, the Security Agreement and the other Loan Documents and was expressly named as a Guarantor (and, in the case of the Security Agreement, a Grantor) therein;

(c) makes all representations and warranties of a Guarantor under the Credit Agreement, the Security Agreement and the other Loan Documents, as of the date hereof, in each case, with the same force and effect as if the New Guarantor was a signatory to the Credit Agreement, the Security Agreement and the other Loan Documents and was expressly named as a Guarantor (and, in the case of the Security Agreement, a Grantor) therein (except any such representations and warranties made in any Loan Document "as of the Effective Date" shall be deemed made, with respect to the New Guarantor only, as of this Agreement);

(d) confirms that it has assumed all of the Obligations of a Guarantor under the Credit Agreement and each of the Loan Documents, and agrees to pay, perform, observe and maintain in full force and effect, all of the Obligations of a Guarantor thereunder. The New Guarantor agrees to honor, perform and comply with, in all respects, all terms and provisions of all of the Loan Documents to the same extent as if the New Guarantor was named as a Guarantor therein as of the date of execution thereof; and

(e) together with the Borrower and the Existing Guarantors, each acknowledges that the Obligations are due and owing to the Agent and the Lenders under the Loan Documents, in accordance with their terms to the same extent and the same manner as if the New Guarantor was an original Guarantor, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise.

2. Grant of Security Interest . Without limiting the generality of Section 1(a) hereof, the New Guarantor hereby pledges and grants to the Agent for its benefit and for the benefit of the Credit Parties, as collateral security for the payment and performance in full of all the Secured Obligations (as defined in the Security Agreement), a lien on and security interest in and to all of the right, title and interest of the New Guarantor in, to and under all Collateral (as defined in the Security Agreement), and expressly assumes all obligations and liabilities of a Guarantor and "Grantor" under the Security Agreement. The New Guarantor hereby authorizes the Agent to file financing statements containing the information required by Article 9 of the Uniform Commercial Code of the applicable jurisdiction for the filing of any financing statement relating to the Collateral (as defined in the Security Agreement).

3. Guaranty . Without limiting the generality of Section 1(a) hereof, the New Guarantor (i) joins the execution of, and becomes a party to, the Facility Guaranty, (ii) irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the due and punctual payment when due (whether at the stated maturity, by required prepayment, by acceleration or otherwise) and performance

by the Borrower of all Obligations, (iii) acknowledges and agrees that the New Guarantor is jointly and severally liable for all Obligations, and (iv) agrees that the New Guarantor shall, for all purposes, be deemed to be a "Guarantor", jointly and severally with the Existing Guarantors under the Facility Guaranty.

4. Supplemental Schedules. To the extent that any changes in any representations, warranties, and covenants require any amendments or supplements to the schedules to the Credit Agreement, the Security Agreement or any of the other Loan Documents, such schedules are hereby updated, as evidenced by the supplemental schedules attached hereto and supplemental schedules (if any) annexed to that certain Second Amendment to Credit Agreement, dated as of August 9, 2017, by and between the Agent, the Borrower, the Existing Guarantors and the Lenders (it being understood and agreed that any representations made in any Loan Document "as of the Effective Date" shall be deemed made, with respect to the New Guarantor only, as of the date of this Agreement).

5. Ratification of Loan Documents. Except as specifically amended by this Agreement and the other documents executed and delivered in connection herewith, all of the terms and conditions of the Credit Agreement, the Security Agreement and of the other Loan Documents shall remain in full force and effect as in effect prior to the date hereof, without releasing any existing Loan Party thereunder or Collateral therefor. The Loan Parties (other than the New Guarantor) hereby ratify, confirm, and reaffirm that all representations and warranties of such Loan Parties contained in the Credit Agreement, the Security Agreement and each other Loan Document are true and correct in all material respects on and as of the date hereof (except (i) to the extent that such representations and warranties are qualified by materiality, in which case they are true and correct in all respects, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (or in all respects, as applicable) as of such earlier date). The Guarantors hereby acknowledge, confirm and agree that the Guaranteed Obligations of the Guarantors under, and as defined in, the Facility Guaranty include, without limitation, all Obligations of the Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents. The Loan Parties (other than the New Guarantor) hereby acknowledge, confirm and agree that the Security Documents, and any and all Collateral previously pledged to the Agent, for the benefit of the Credit Parties, pursuant thereto, shall continue to secure all applicable Obligations (which, for the avoidance of doubt, shall include all Obligations outstanding as of the date hereof) of such Loan Parties at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents, including, in each case, after giving effect to this Agreement and joining the New Guarantor as a Guarantor.

6. Conditions Precedent to Effectiveness. This Agreement shall not be effective until each of the following conditions precedent has been fulfilled to the reasonable satisfaction of the Agent:

(a) This Agreement shall have been duly executed and delivered by the New Guarantor, the Existing Guarantors, the other Loan Parties and the Agent, and shall be in full force and effect.

(b) All action on the part of the New Guarantor necessary for the valid execution, delivery and performance by the New Guarantor of this Agreement and all other documentation, instruments, and agreements to be executed in connection herewith shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.

(c) The New Guarantor shall have delivered the following to the Agent, in form and substance reasonably satisfactory to the Agent:

(i) Certificate of Legal Existence and Good Standing, if applicable, issued by the Secretary of the State of its incorporation or organization.

(ii) A certificate of an authorized officer of the due adoption, continued effectiveness, and setting forth the text, of each corporate resolution adopted in connection with the assumption of obligations under the Credit Agreement, the Security Agreement and the other Loan Documents, and attesting to the true signatures of each Person authorized as a signatory to any of the Loan Documents, together with true and accurate copies of all Organization Documents.

(iii) An Information Certificate (as defined in the Security Agreement) duly completed by the New Guarantor.

(d) The Agent shall have received a written legal opinion of the New Guarantor's counsel, addressed to the Agent and the other Credit Parties, covering such matters relating to the New Guarantor, the Loan Documents and/or the transactions contemplated thereby as the Agent may reasonably request.

(e) The Agent shall have received all documents and instruments, including UCC financing statements and Blocked Account Agreements, required by Law or reasonably requested by the Agent to create or perfect the Lien intended to be created under the Security Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Agent.

(f) All reasonable fees and Credit Party Expenses incurred by the Agent and the other Credit Parties in connection with the preparation and negotiation of this Agreement and related documents (including the reasonable fees and expenses of counsel to the Agent) shall have been paid in full by the Loan Parties in accordance with terms of Section 10.04 of the Credit Agreement.

7. Miscellaneous .

(a) This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission (such as pdf) shall be as effective as delivery of a manually executed counterpart of this Agreement.

(b) This Agreement expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(c) Any determination that any provision of this Agreement or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Agreement.

(d) The New Guarantor warrants and represents that it is not relying on any representations or warranties of the Agent or the other Credit Parties or their counsel in entering into this Agreement.

(e) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

NEW GUARANTOR :

DSG FINANCE, LLC

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: President

AGENT :

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/Joseph Burt
Name: Joseph Burt
Title: Director

Acknowledged and Agreed:

EXISTING LOAN PARTIES :

DICK'S SPORTING GOODS, INC.

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: Executive Vice President - Chief Financial Officer

DICK'S MERCHANDISING & SUPPLY CHAIN, INC.

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: President

AMERICAN SPORTS LICENSING, LLC

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: President

DSG OF VIRGINIA, LLC

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: President

GALYAN'S TRADING COMPANY, LLC

By: Dick's Sporting Goods, Inc., its sole member

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: Executive Vice President - Chief Financial Officer

GOLF GALAXY, LLC

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: Executive Vice President

GOLF GALAXY GOLFWORKS, INC.

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: Executive Vice President

CHICK'S SPORTING GOODS, LLC

By: Dick's Sporting Goods, Inc., its sole member

By: /s/Lee J. Belitsky
Name: Lee Belitsky
Title: Executive Vice President - Chief Financial Officer

Supplemental Schedules to Security Agreement

SCHEDULE I

Filings, Registrations and Recordings

GRANTOR	FILING REQUIREMENT OR OTHER ACTION	FILING OFFICE
DSG Finance, LLC	File UCC-1	Delaware Secretary of State

Exhibit 31.1

CERTIFICATIONS

I, Edward W. Stack, certify that:

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

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ EDWARD W. STACK

Edward W. Stack

Chairman and Chief Executive Officer

Date: August 24, 2017

Exhibit 31.2

CERTIFICATIONS

I, Lee J. Belitsky, certify that:

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

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ LEE J. BELITSKY

Date: August 24, 2017

Lee J. Belitsky

Executive Vice President – Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "Company") for the period ended July 29, 2017 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Edward W. Stack, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

Date: August 24, 2017

Exhibit 32.2

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

In connection with the Quarterly Report on Form 10-Q of Dick's Sporting Goods, Inc. (the "Company") for the period ended July 29, 2017 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lee J. Belitsky, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ LEE J. BELITSKY Date: August 24, 2017

Lee J. Belitsky

Executive Vice President – Chief Financial Officer