DICK’S Sporting Goods, Inc.
Smart Savings 401(k) Plan

Summary Plan Description

January 2017

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INTRODUCTION

This “summary plan description” or “SPD” describes the DICK’S Sporting Goods, Inc. Smart Savings 401(k) Plan (the “Plan”). The Plan is sponsored by DICK’S Sporting Goods, Inc. (“Dick’s”) for the benefit of its eligible employees, as well as for the benefit of eligible employees of certain participating affiliated companies. Dick’s and those participating affiliated companies are referred to in this document as the “Company.”

The Plan is a defined contribution plan that permits participants to make tax-deferred contributions under section 401(k) of the Internal Revenue Code. The Company makes matching contributions on behalf of certain participants.

In the event the SPD for the Plan conflicts with the actual Plan document, the Plan document will control.

If you have any questions about the Plan, contact the Corporate Benefits Department at 1-800-690-7655, extension 3012, option 1. You also can access information about the Plan by contacting Vanguard, which is the recordkeeper for the Plan, by logging on to www.vanguard.com or by calling Vanguard at 1-800-523-1188.

If you participated in a plan that was merged with and into this Plan, please refer to the appendices to this booklet for a description of any additional provisions that apply.

ELIGIBILITY AND ENROLLMENT

You may make tax-deferred contributions to the Plan if you are at least age 21 and have been employed by the Company for one month.

The following individuals are not eligible to participate in the Plan:

- Employees covered by a collective bargaining agreement that does not provide for participation in the Plan
- Nonresident aliens with no United States source income
- Leased employees
- Independent contractors

To enroll in the Plan, log on to www.vanguard.com or call Vanguard at 1-800-523-1188.

Once you enroll, an account is established in your name under the Plan to hold contributions made on your behalf.

Reemployment

If your employment terminates and you are reemployed by the Company within five years, you will be eligible to participate in the Plan on your reemployment date if you were eligible to participate in the Plan at the time your employment terminated.

Otherwise, you will be eligible to participate as soon as you meet the requirements described above.

Reclassification

If you are classified by the Company in one of the categories not eligible to participate in the Plan, but the Company is later required by the Internal Revenue Service, the U.S. Department of Labor or any other governmental agency, or by any court or other tribunal, to reclassify you as eligible, you will not be able to participate in this Plan until the time you are designated by the Plan administrator as an eligible employee. Such designation shall only provide for eligibility prospectively from the time it is made.

YOUR BENEFICIARY DESIGNATION

You have the right to designate a beneficiary to receive your interest in the Plan in the event of your death while you have a balance in your 401(k) account. If you are married, your beneficiary under the Plan automatically is your spouse, unless you receive the written consent of your spouse to make another designation.

You can access a Beneficiary Form by logging on to dickssportinggoods.vanguard-education.com or by calling Vanguard at 1-800-523-1188. Once you designate a beneficiary under the Plan, the beneficiary will not change unless you marry (see below) or file a new Beneficiary Form.

Effect of Marriage on Beneficiary Designation

If you marry (or remarry), your beneficiary automatically will change to your spouse. If you do not wish to name your spouse as your beneficiary, you must complete a new Beneficiary Form and provide the written consent of your spouse.

No Designated Beneficiary

If you die without a beneficiary designation in effect or if your beneficiary does not survive you, any amounts becoming payable under the Plan by reason of your death will be paid to your estate, or, if you have no estate, to the person or persons as specified by the Plan document.

Spousal Consent

If you make an election that requires your spouse’s written consent, your spouse’s consent must be witnessed by a notary public. If you are designating a beneficiary other than your spouse, your spouse's consent must specifically acknowledge the beneficiary that you have selected.

TAX-DEFERRED CONTRIBUTIONS

You choose the percentage of your compensation that you wish to contribute to the Plan on a tax-deferred basis. You can contribute a minimum of 1% to a maximum 50% of your compensation (in whole percentages).

However, in order to comply with Internal Revenue Code rules, certain highly compensated associates may not be permitted to contribute more than a maximum percentage of compensation designated each year by Dick's, which may be less than 50%. The Company will provide you with more information if you fall into this category.

Compensation for purposes of the Plan means, in general, the amount paid to you by the Company for wages, salaries and other compensatory amounts to the extent includible in your gross income. Compensation does not include nonperformance bonuses such as sign-on bonuses or referral bonuses, nonqualified deferred compensation, equity compensation, severance pay, disability payments made by a third-party administrator or fringe benefits. Compensation taken into account under the Plan shall not exceed the dollar amount permitted under the Internal Revenue Code, which for 2017 is $270,000. This amount may be adjusted in future years.

You do not pay federal income taxes (or, in some states, state income taxes) on the amounts you contribute to the Plan. Those amounts are not taxed until they are distributed from the Plan.

The Internal Revenue Code limits the amount of tax-deferred contributions that you can make to the Plan each calendar year. For 2017, the dollar amount you may contribute to the Plan with pre-tax dollars is limited to $18,000. This amount may be adjusted in future years.

Catch-up Contributions

If you will be at least age 50 by the end of the calendar year, you may elect to make additional tax-deferred contributions to the Plan called "catch-up contributions" as long as you have elected to contribute the maximum amount of tax-deferred contributions to the Plan. For 2017, you may contribute an additional $6,000 to the Plan in catch-up contributions. This amount may be adjusted in future years.

Contact the Corporate Benefits Department at 1-800-690-7655, extension 3012, option 1 to request a Catch-up Contribution Election Form.

Changing or Suspending Your Contributions

To give you flexibility, the Plan permits you to change the percentage of your compensation that you contribute to the Plan. You may increase, decrease or suspend your contributions by logging on to www.vanguard.com or by calling Vanguard at 1-800-523-1188. The percentage that you choose to contribute will be deducted from your pay as soon as administratively practicable after the date your election has been made. Contributions typically will start one to two pay periods after your election has been processed.

If you suspend your tax-deferred contributions, the suspension will remain in effect until you elect to resume making tax-deferred contributions again. You may resume making tax-deferred contributions at any time.

MATCHING CONTRIBUTIONS

The Company may, in its discretion, make a matching contribution to the Plan on your behalf equal to a percentage of your tax-deferred contributions for the year. The Company will determine the matching formula, and this formula will be communicated to you separately.

You are eligible to receive a matching contribution if you have completed at least one year of eligibility service. A year of eligibility service is, in general, a 12-month period in which you complete at least 1,000 hours of service. To measure eligibility service, the Plan first uses the 12-month period beginning with your date of hire; thereafter, the Plan uses the calendar year.

In addition, in order to receive matching contributions, you must be employed by the Company on the last day of the year and have completed at least 501 hours of service during the year. Notwithstanding this requirement, however, you will be eligible to receive matching contributions if you terminated employment during the year on or after reaching age 65, or because of your death or disability. For purposes of the Plan, disability means a determination by the Social Security Administration that you are totally disabled.

DISCRETIONARY CONTRIBUTIONS

The Company also may, in its discretion, make a discretionary contribution to the Plan on behalf of each of its eligible employees. The Company will determine the amount of any discretionary contribution.

ROLLOVER CONTRIBUTIONS

The Plan allows you to roll over an eligible distribution from a previous employer’s qualified plan, including a 403(b) plan and a 457 plan, or from an individual retirement account (“IRA”). You may make a rollover contribution to the Plan if the contribution qualifies as a rollover contribution under the Internal Revenue Code. You may make a rollover contribution even if you do not otherwise satisfy the requirements to participate in the Plan. The Plan will not accept a rollover of after-tax contributions.

In a direct rollover, the eligible rollover distribution is paid directly to the Plan from the other qualified plan or IRA. In general, you must roll over the amount distributed from the other plan directly to the Plan by sending Vanguard both of the following:

- A check from your prior plan made payable to Vanguard Fiduciary Trust Company, FBO your name, and Plan number (093683)
- A completed Rollover Contribution form indicating how you want your rollover invested

Alternatively, if you have received a lump sum distribution directly from your prior plan, you may roll over your distribution (plus any amount withheld in taxes) within 60 days of the date of the distribution, provided Vanguard receives the documentation described above within 60 days.

Contact Vanguard at 1-800-523-1188, to request a Rollover Kit. The Rollover Kit will contain all of the instructions and paperwork that you will need to complete your rollover.

VESTING OF YOUR ACCOUNT

Vesting refers to the percentage of your account that you own. You are always 100% vested in your tax-deferred contributions and earnings, as well as your rollover contributions and earnings.

Matching contributions and discretionary contributions, however, vest according to the following schedule based on your years of vesting service (defined below):

Years of Vesting Service	Percent Vested
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3, but less than 4	60%
4, but less than 5	80%
5 or more	100%

A year of vesting service is, in general, a calendar year in which you complete at least 1,000 hours of service.

If you are employed by the Company on the date you attain age 65, or the date you die or become disabled, you automatically will become 100% vested in matching contributions and discretionary contributions. Disability is defined in the "MATCHING CONTRIBUTIONS" section above.

INVESTMENT OF YOUR ACCOUNT

You decide how the contributions made to your account, including matching contributions and discretionary contributions, are invested. You may direct that contributions be invested in any combination of the investment funds made available to you under the Plan.

You can access a description of the different investment funds available under the Plan by logging on to dickssportinggoods.vanguard-education.com. Fund information can also be obtained from the Benefits Department or by calling Vanguard at 1-800-523-1188.

To make an investment election, log on to www.vanguard.com or call Vanguard at 1-800-523-1188.

If you do not direct how contributions to your account should be invested, your contributions will be invested in the Vanguard Target Retirement Fund that corresponds most closely with the year you will turn age 65.

Changing Your Investment Election

In general, you may change the way your future contributions are invested, or you may change the allocation of your existing account balance, or both, as frequently as once each business day. To do so, log on to www.vanguard.com or call Vanguard at 1-800-523-1188.

The reallocation of existing balances will be made the same day if you complete the transaction before 4 pm, Eastern Time. A confirmation of your change will be sent to you by Vanguard.

ERISA Section 404(c)

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). This means that participants and beneficiaries are responsible for the investment of their accounts under the Plan. The Company, its delegates and all Plan fiduciaries are relieved of liability for any losses to your account balance resulting from your investment direction.

Risk

You should carefully evaluate all of the investment risks associated with the various investment funds available under the Plan before making your investment decisions. The value of your investment in any of these funds depends not only on the amount invested, but also on conditions in the financial markets and numerous other factors. There is no guarantee that you will eventually receive the actual amount of the contributions you have made to the Plan. Market values of securities rise and fall, and the value of your investment in any fund on a given date could be less than the total amount deposited into a particular fund, even taking into account earnings or interest gained in the past.

Valuation

Your account is valued by the Plan trustee on each day that the New York Stock Exchange (or other national securities exchange) is open. Statements are provided quarterly detailing the value of your account.

Trade Limitations and Transaction Fees

Certain mutual funds have established redemption fees or trading limitations in order to help protect the interests of long-term shareholders and combat excessive trading practices. Mutual funds may impose a fee of up to 2% for selling shares within a certain time period after purchase. Trade limitations often take the form of a restriction on the repurchase of a fund for a predetermined period of time after the sale of that fund.

Additionally, each investment fund may charge other management fees and expenses, referred to as expense ratios, which are taken from the assets held in the investment fund before the net return is calculated. These expense ratios are displayed in your quarterly participant statements provided by Vanguard.

Please log on to www.vanguard.com or call Vanguard at 1-800-523-1188 for a copy of the investment fund prospectuses, which provide detail relating to trade limitations and transaction fees.

LOANS FROM YOUR ACCOUNT

You may borrow money from your account on a nontaxable basis. Loans are only available to participants who are actively employed by the Company.

The minimum loan amount is $1,000, and the maximum loan amount is the lesser of one-half of your vested account balance or $50,000 (reduced according to a formula dependent upon the outstanding balance of loans made to you from the Plan during the previous one-year period).

You may have only one loan outstanding at any time.

The maximum repayment period for a general purpose loan is five years, and the maximum repayment period for a primary residence loan is 30 years. The minimum term for a loan is one year.

The interest rate on a loan will be the prime rate as received by Vanguard from Reuters on the first business day of the month following a rate change. The interest rate will be determined by the rate in effect on the date the loan is requested.

To request a loan, log on to www.vanguard.com or call Vanguard at 1-800-523-1188. If you are requesting a primary residence loan, you will be required to submit appropriate documentation, including the agreement of sale or mortgage contract.

If you take a loan from your account, a one-time loan origination fee will be deducted from your loan check. If you apply online, the origination fee is $50. If you apply with a Vanguard representative, the origination fee is $100. In addition, an administrative fee of $45 will be deducted from your account on an annual basis until the entire loan balance is repaid.

Repaying Loans

Loan repayments are deducted on an after-tax basis from your paycheck and put back into your account each pay period in accordance with your investment elections until the loan is paid off. You may pay off a loan in full at any time by contacting Vanguard at 1-800-523-1188.

For information on how your loan will be impacted by a leave of absence, including a military leave, contact the Corporate Benefits Department at 1-800-690-7655, extension 3012, option 1.

If you terminate employment with the Company prior to fully repaying your loan, your loan will become due for repayment in full. If you fail to repay your loan in full, your loan will be considered to be in default, and the total outstanding amount of the loan will be treated as a taxable distribution.

If you fail to make a loan repayment in the time prescribed, the loan will be defaulted at the end of the calendar quarter following the calendar quarter in which the last payment was made.

IN-SERVICE WITHDRAWALS

You may make withdrawals from your account in certain circumstances. The amount of any withdrawal is taxable income to you in the year received, and you may be required to pay a 10% penalty on the amount if you are not at least age 59½.

Withdrawals of Rollover Contributions

You may withdraw all or a portion of the value of your rollover contributions at any time and for any reason.

Withdrawals at Age 59½

Once you have reached age 59½, you may withdraw all or a portion of the value of your tax-deferred contributions and vested matching contributions.

Disability Withdrawals

If you are determined to be disabled, you may withdraw all or a portion of your vested interest in your account. Disability is defined in the “MATCHING CONTRIBUTIONS” section above.

Hardship Withdrawals

A hardship withdrawal of all or a portion of your tax-deferred contributions is permitted if you have an immediate and heavy financial need (as defined by the Internal Revenue Code) and other sources of funds, including Plan loans, are not available.

Certain types of expenses have been considered under the Internal Revenue Code to constitute immediate and heavy financial need. They are:

- Medical expenses not covered by insurance
- Purchase (excluding mortgage payments) of a principal residence for the participant
- Payment of tuition, related educational fees and room and board for the next 12 months of post-secondary education for you, your spouse or your dependent
- Payment of amounts necessary to prevent eviction from your primary residence, or foreclosure on the mortgage of your primary residence
- Payment for burial or funeral expenses for your parents, your spouse or your dependents
- Expenses for the repair of damage to your principal residence

Hardship withdrawals must be approved by the Corporate Benefits Department. Before taking a hardship withdrawal, you must have exhausted all other financing sources, including taking the maximum available loan from your account. In addition, you must provide all relevant documentation pertaining to the hardship withdrawal request, such as copies of medical bills, tuition bills, death certificate or eviction or foreclosure notices.

If you receive a hardship withdrawal, your contributions to the Plan will be suspended for a period of six months following distribution of your withdrawal.

DISTRIBUTION OF YOUR ACCOUNT

When you terminate your employment with the Company, including by reason of your death, the Plan permits the distribution of your account in a single lump sum payment. You will not be considered as having terminated your employment with Dick’s merely because you are transferred to a subsidiary or other affiliated company. This means that you are not entitled to a distribution of your account unless you terminate your employment with the Company and other affiliated companies

You can make a request for the distribution of your account by logging on to www.vanguard.com or by calling Vanguard at 1-800-523-1188. You will also receive a distribution packet in the mail that outlines your options and provides further instructions, including a description of your ability to roll your distribution over to another qualified plan or IRA.

If the vested balance of your account is $1,000 or less, your account automatically will be paid as soon as reasonably practicable after your termination of employment. If the vested balance of your account is more than $1,000, your account will not be distributed to you until you elect to receive it.

Notwithstanding the above, distribution of your benefit generally must commence not later than April 1 of the calendar year following the calendar year in which the later of your retirement or your attainment of age 70½ occurs.

The Plan permits distribution to an alternate payee under a qualified domestic relations order at any time. Contact the Corporate Benefits Department for instructions regarding qualified domestic relations orders.

Forfeiture of Non-Vested Amounts

If your employment terminates with the Company and you are not 100% vested in your account, you will forfeit the non-vested portion of your account as of the earlier of the date you receive a distribution of your account or the date you incur five consecutive breaks in service. A break in service means, in general, a calendar year in which you complete fewer than 501 hours of service.

If you received a distribution of your account, but are subsequently reemployed by the Company before incurring five consecutive breaks in service, any amount forfeited will be reinstated to your account if you repay the prior distribution. Such repayment must be made before the fifth anniversary of the first date on which you are subsequently reemployed.

Amounts that are forfeited during a year are used to meet the Company's contribution obligations to the Plan or to pay Plan expenses.

Distribution to Your Beneficiary

If you die before distribution of the full value of your account has been made to you, distribution of your account will be made to your beneficiary as soon as reasonably practicable following the date your beneficiary files an application for distribution. If your beneficiary is your spouse, he or she may elect to roll over your benefit to another qualified plan or IRA. If your beneficiary is not your spouse, he or she may elect to roll over your benefit in certain circumstances to certain IRAs or annuities. Your beneficiary should contact Vanguard for additional information.

CONTACTING VANGUARD

You may contact Vanguard in the following three ways:

- **Internet account access at www.vanguard.com**. Get direct online access to your account as well as fund, investment, and financial planning information 24 hours a day. You will need the **Plan number (093683)** to access your account.
- **Automated VOICE Network at 1-800-523-1188**. Get direct access to your account and investment option information 24 hours a day. To use the automated phone system, you will need your PIN, which is sent to you after you meet the eligibility requirements to participate in the Plan. Press "0" to speak with a Vanguard Participant Services associate if you have misplaced your PIN.
- **Vanguard Participant Services associates at 1-800-523-1188**. Get help making account transactions and answers to your questions Monday through Friday from 8:30 am to 9:00 pm, Eastern time.

CLAIMS PROCEDURES

Claim for Benefits

A claim for benefits is a request by you for a Plan benefit.

Notification of Benefit Determination

The Plan will provide you with a written or electronic notice of an adverse benefit determination not later than 90 days after receipt of the claim by the Plan. In certain cases, the Plan may extend this period for up to an additional 90 days as long as the Plan notifies you prior to the expiration of the 90-day period of the circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

Appeal of Adverse Benefit Determination

You have 60 days following receipt of a notice of an adverse benefit determination in which to submit an appeal. You should submit a request for review in writing to:

Appeals Committee
DICK'S Sporting Goods, Inc.
Attn: Corporate Benefits Department
345 Court Street
Coraopolis, PA 15108

You may submit written comments, documents, records and other information relating to the claim for benefits. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

The Plan will provide you with a written or electronic notice of its benefit determination on review not later than 60 days after receipt of your request for review by the Plan. In certain cases, the Plan may extend this period for up to an additional 60 days as long as the Plan notifies you prior to the expiration of the initial 60-day period of the circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

Failure to Follow Claims Procedures

In the case of the failure of the Plan to follow the claims procedures, you shall be deemed to have exhausted the administrative remedies under the Plan and shall be entitled to pursue any available remedies under section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA").

ADMINISTRATIVE INFORMATION

This section contains additional information about the Plan, including information that Dick's is required to provide to you under the Employee Retirement Income Security Act of 1974 (ERISA).

The Role of Dick's

Dick's is the Plan sponsor and Plan administrator of the Plan. Dick's has the responsibility to administer the Plan and make the final decision on such issues as eligibility and payment of benefits. Dick's has delegated certain of its responsibilities with respect to the Plan to a committee, to the Corporate Benefits Department and to certain third-party vendors.

Dick's (or its delegate) has the exclusive discretionary right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies or omissions, by general rule or particular decision and to make findings of fact and conclusions of law.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to

$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Future of Plan

Dick's intends to continue the Plan, but at all times reserves the right to amend, modify, suspend or terminate the employee benefits it offers employees and former employees, including this Plan, without notice. For example, Dick's may decide to terminate the Plan in the event of a restructuring of its employee benefit programs. This right of Dick's to amend, modify, suspend or terminate employee benefits cannot be changed by any representation to the contrary, even if such representation is made by a Company representative.

The participating affiliated companies likewise have the right at any time and without notice to cease participating in the Plan.

Upon termination of the Plan, you will be fully vested in your account, and your account will be distributed to you at the time determined by Dick's after receipt of any necessary governmental approvals.

MISCELLANEOUS INFORMATION

Creditor's Claims

Your account under the Plan cannot be assigned, mortgaged, garnished or attached, except in the case of a qualified domestic relations order, which is a state court order that creates or recognizes an alternate payee's right, or assigns to an alternate payee the right, to receive Plan benefits that otherwise would have been payable to you.

Qualified Domestic Relations Orders

You may obtain, without charge, a copy of the Plan's domestic relations order procedures by contacting the Corporate Benefits Department.

No Guarantee of Employment

The Plan shall not be deemed to constitute a contract of employment between the Company and you. The Plan shall not be deemed to give you the right to be retained in the service of the Company or to interfere with the right of the Company to terminate your employment at any time, with or without cause.

Payment of Administrative Expenses

Generally, the expenses of administering the Plan are paid from Plan assets, unless Dick's elects to make the payment. Plan participants no longer employed by the Company will be charged for general administrative expenses.

Military Leave

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. These benefits include immediate eligibility, vesting credit for your time spent in military service, the right to "make up" tax-deferred contributions that you were not able to make during military service and the right to matching contributions that would have been allocated to you on account of make up contributions. Contact the Corporate Benefits Department for additional information regarding your Plan benefits during military leave.

Return of Contributions to Your Employer

If the Company makes a contribution to your account by mistake or if the Company cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned in accordance with federal law.

Limitations on Your Benefit

Internal Revenue Code rules require that the Plan meet certain nondiscrimination tests each year under which highly-paid participants' tax-deferred contributions and matching contributions are limited by the level of tax-deferred contributions and matching contributions of lower-paid participants. Internal Revenue Code rules also limit the amount of benefits that can be accumulated on your behalf each year under plans like this Plan. You will be notified if your contributions are limited by these provisions.

ADDITIONAL ERISA-REQUIRED INFORMATION

Under ERISA, Dick's must provide you with the additional information below.

Name, Address and Telephone Number of Plan Sponsor/Plan Administrator

DICK'S Sporting Goods, Inc.
Attn: Corporate Benefits Department
345 Court Street
Coraopolis, PA 15108
724-273-3400

Employer Identification Number

The Internal Revenue Service has assigned Dick's the following tax identification number: 16-1241537.

Plan Number/Plan Year

Dick's files a tax return each year for the Plan called a Form 5500 filing. The number assigned to the Plan for this purpose is 003. The year applicable to the Plan is January 1 to December 31.

Agent for Service of Legal Process

DICK'S Sporting Goods, Inc.
Attn: SVP of Human Resources
345 Court Street
Coraopolis, PA 15108
724-273-3400

Service of legal process may also be made upon the Plan trustee or the Plan administrator.

Trustee and Recordkeeper

Vanguard serves as Plan trustee and recordkeeper. Vanguard's address is:

Vanguard Fiduciary Trust Company
100 Vanguard Boulevard
Malvern, PA 19355

Pension Benefit Guaranty Corporation

Your benefit under the Plan is not insured by the Pension Benefit Guaranty Corporation because the Plan is not a defined benefit plan.

Appendix 1

Gaylan’s Trading Company, Inc. Savings and Retirement Plan

The following provisions are applicable only to funds transferred to the Plan from the Gaylan’s Trading Company, Inc. Savings and Retirement Plan (the “Gaylan’s Plan”) in connection with the merger of the Gaylan’s Plan with and into the Plan.

Vesting Schedule

Your vested interest in matching contributions and profit sharing contributions made under the Gaylan’s Plan and transferred to the Plan is determined in accordance with the following schedule:

Years of Vesting Service	Percent Vested
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3 or more	100%

A year of vesting service is, in general, a calendar year in which you complete at least 1,000 hours of service. If you are employed by the Company on the date you attain age 59½, or the date you die or become disabled, you automatically will become 100% vested in matching contributions and profit sharing contributions. Disability is defined in the “MATCHING CONTRIBUTIONS” section of the booklet.

Withdrawals at Age 59½

Once you have reached age 59½, you may withdraw all or a portion of the value of your vested matching and profit sharing contributions made under the Gaylan’s Plan and transferred to the Plan.

Appendix 2

Golf Galaxy, Inc. 401(k) Plan

The following provisions are applicable only to funds transferred to the Plan from the Golf Galaxy, Inc. 401(k) Plan (the "Golf Galaxy Plan") in connection with the merger of the Golf Galaxy Plan with and into the Plan.

Vesting Schedule

Your vested interest in matching contributions and profit sharing contributions made under the Golf Galaxy Plan and transferred to the Plan is determined in accordance with the following schedule:

Years of Vesting Service	Percent Vested
Less than 1	0%
1, but less than 2	25%
2, but less than 3	50%
3, but less than 4	75%
4 or more	100%

A year of vesting service is, in general, a calendar year in which you complete at least 1,000 hours of service. If you are employed by the Company on the date you attain age 59½, or the date you die or become disabled, you automatically will become 100% vested in matching contributions and profit sharing contributions. Disability, only for purposes of the amounts transferred from the Golf Galaxy Plan to the Plan, means a determination under the Company's disability plan that (i) because of a physical or mental disability you will be unable to perform the duties of your customary position of employment (or are unable to engage in any substantial gainful activity) for an indefinite period which will be of long, continued duration or (ii) you have incurred the permanent loss or loss of use of a member or function of the body, or are permanently disfigured, and sever from service.

Withdrawals at Age 59½

Once you have reached age 59½, you may withdraw all or a portion of the value of your vested matching and profit sharing contributions made under the Golf Galaxy Plan and transferred to the Plan.

Appendix 3

Chick’s Sporting Goods, Inc. 401(k) Plan

The following provisions are applicable only to funds transferred to the Plan from the Chick’s Sporting Goods, Inc. 401(k) Plan (the “Chick’s Plan”) in connection with the merger of the Chick’s Plan with and into the Plan.

Withdrawals at Age 59½

Once you have reached age 59½, you may withdraw all or a portion of the value of your vested matching and profit sharing contributions made under the Chick’s Plan and transferred to the Plan.