



# Code of Standards Ethics & Conduct

Dear fellow Associates,

Together we lead a high-performing organization that is fueled by our passion for technology and meeting our customers' needs. To accomplish this mission, we must uphold the values that make GameStop great: honesty, integrity and respect.

Our core values influence every aspect of our day-to-day work. We are driven by purpose and share a vision to safeguard the hopes and dreams of millions of loyal customers, more than 40,000 GameStop family members worldwide, and those of our global network of partners, publishers, and vendors.

We live this by:

- Being ethical, transparent and accountable
- Listening, respecting and serving others
- Creating great customer experiences
- **Being fully committed to the Company's long-term financial health and stability**
- Doing the right thing

And ultimately, protecting the family.

These are the values upon which GameStop's foundation was built and that continue to set us apart in the marketplace. This means providing exceptional service to our customers, respect and opportunity to our employees, solid financial results to our shareholders and our being involved in the communities where we operate.

All of us – employees, officers and Board members – are expected to apply these values to our work and to uphold the principles that guide our Company's practices. These principles are outlined in the Code of Standards, Ethics and Conduct ("Code") document. GameStop's success depends on the choices we collectively make, which is why I'm asking you to take time to read the Code and refer to it often. The Code is our fundamental guide to how we conduct business and ourselves. It won't address every situation you may encounter. However, the standards and examples in our Code will help guide your judgment. When in doubt about your actions or those of others, or if you have any questions, please speak with your supervisor or another manager. You may also call the Company Hotline at 1-800-306-9330 if you are in the United States or Canada or the assigned phone number for your country.

We are a growing, global company that is well known for delivering outstanding results while operating ethically. That's something I'm proud of, and you should be too.

As we continue to grow, we must remember that our passion is not just about doing great things. It's about doing the right thing.

Thank you for your commitment to GameStop and to our mission.

Sincerely,



Paul Raines, CEO

“  
OUR  
CORE  
VALUES  
INFLUENCE  
EVERY  
ASPECT  
OF OUR  
DAY-TO-DAY  
WORK  
”



## TABLE OF CONTENTS

<b>Why We Have A Code</b>	01
<b>Questions &amp; Concerns About The Code</b>	01
<b>Who Must Follow The Code?</b>	01
<b>Violations &amp; No Retaliation</b>	02
<b>Treatment of Associates &amp; Associate Conduct</b>	02
Equal Opportunity / Non-Discrimination	02
No Harassment, Including Sexual Harassment	02
Wage & Hour Compliance & No Off-The-Clock Work	02
<b>Safety</b>	03
Accidents & Injuries	03
Alcohol, Drug & Smoke Free Workplace	03
Safe Driving	03
Workplace Free From Violence	03
<b>Protecting Company Assets</b>	04
Confidential & Proprietary Information	04
<b>Use of Company Resources</b>	05
No Expectation of Privacy	05
Computer Programs & Software	05
Data Network	05
Email & Computer Networks	05
Internet Usage	05
System Access & Security	06
Telephones & Electronic Devices	06
<b>Media Contacts</b>	06
<b>Securities Laws</b>	06
<b>Conflicts of Interest</b>	07
Conflicts of Interest & Conflicting Transactions, Generally	07
Associate Relationships	07
Employment of Relatives & Friends	08
Insider Trading/Anti-Hedging	08
Corporate Opportunity	08
Withdrawal from Decisions	08
Outside Activities & Employment	08
Work with Professional Organizations / Associations	08
Disclosure of Conflicting Transactions	09
<b>Vendor Relations</b>	09
Fair Dealing & Vendor Selection	09
Receiving Gifts & Favors	10
Giving Gifts & Favors	10
Supplier Information	10
Supplier Visits	11
<b>Political Contributions &amp; Activities</b>	11
Lobbying/Campaign Funding Restrictions	11
Associates Seeking Public Office	11
Foreign Corrupt Practices Act	12
Government Contact	12
<b>Contracts &amp; Other Legal Agreements</b>	12
Purchase Authorization	12
United States Contract Review Process	12
<b>Anti-Fraud &amp; Anti-Corruption</b>	13
Definitions & Responsibilities	13
Actions Constituting Fraud, Corruption or Other Irregularities	13
Reporting Fraud, Corruption or Other Irregularities	14
Investigation of Fraud, Corruption or Other Irregularities	14
<b>Anti-Trust &amp; Trade Restrictions</b>	15
<b>Corporate Responsibility</b>	15
<b>Duty of Loyalty</b>	15
<b>Definitions</b>	16
<b>Standards, Ethics &amp; Conduct Policy Conflict of Interest Disclosure Form</b>	17
<b>Gift Receipt Approval Form</b>	20

## **WHY WE HAVE A CODE**

At GameStop we believe in doing what is right for our Associates, our customers and our communities. That means that we are committed to conducting our operations in compliance with the law and observing the highest ethical standards as outlined in this Code of Standards, Ethics and Conduct. We ask that you join us in this commitment by following the Code.

## **QUESTIONS & CONCERNS ABOUT THE CODE**

This Code can help you navigate difficult situations. If you have questions about the Code or need to report a violation of the Code, we encourage you to take advantage of the Company's Open Door Policy. In most instances, a member of your management team will be able to provide prompt answers to your questions and assist you in resolving any concerns. Your supervisor has a responsibility to you and to us to resolve issues and concerns. If you feel uncomfortable speaking to your supervisor, you may also voice questions or concerns to any other member of Management.

There may be times when you are uncomfortable discussing your concerns with a supervisor or Management directly. In these situations, you can report concerns or violations of this Code using the Company's hotlines. We maintain an employee hotline in each country where we have operations. You can reach the hotline at 1-800-306-9330 if you are in the United States or Canada or the assigned phone number for your country. To the extent permitted by law, concerns raised using the hotlines will be kept confidential and anonymous.

## **WHO MUST FOLLOW THE CODE?**

All of the Company's Associates are expected to comply with the law and this Code. Because GameStop conducts business worldwide, its operations are subject to many different laws and regulations. If any part of the Code conflicts with local laws or regulations, then you must follow the local law or regulation. In some situations, local laws or regulations may be more relaxed than these policies; in that case, you should follow these policies. If you are unsure about any local law or regulation or whether these policies apply, please contact the Company's Legal Department.

## **VIOLATIONS & NO RETALIATION**

Violations of the law or this Code are serious and can harm the Company, other Associates and you. You have an obligation to speak out against unethical and illegal behavior. That means you must immediately report any violations of the law or this Code to Management, the appropriate department, or the Company hotline. Any Associate that violates the law or this Code is subject to disciplinary action up to and including termination.

We recognize that the decision to report a concern or violation can be a difficult one to make, in part due to fear of retribution from those responsible for the concern or violation. Neither the Company nor the Board will tolerate retaliation against those who report a concern under the Code in good faith.

## **TREATMENT OF ASSOCIATES & ASSOCIATE CONDUCT**

### **EQUAL OPPORTUNITY/NON-DISCRIMINATION**

We value diversity and are dedicated to equal opportunity for all applicants and Associates that have the required educational background, experience or other qualifications. Neither the Company nor its Associates will discriminate, or tolerate discrimination against any applicant, Associate, customer or vendor in recruiting, hiring, training, promotion, transfer, performance evaluation, compensation, benefits, separations, social or recreational programs, customer experience, or in any other employment action, by reason of race, color, sex, religion, marital status, national origin, age, disability, pregnancy, veteran status/uniformed services, genetic information, sexual orientation, gender identity or expression, or any other consideration made unlawful by federal, state, or local law. Prohibited discrimination against customers includes the following actions based on a customer's legally-protected status: refusing to serve a customer, refusing to sell, refund or accept trade merchandise, asking a customer to leave the store, or refusing to accept a customer's credit or debit card. We also provide you reasonable religious accommodations for sincerely held religious beliefs in accordance with applicable law.

### **NO HARASSMENT, INCLUDING SEXUAL HARASSMENT**

You are entitled to work in an environment free of harassment from coworkers, outside parties and Management. We prohibit harassment of any Associate on the basis of race, color, religion, national origin, sex (which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions), age, disability, marital status, sexual orientation or gender identity and/or expression. We take a proactive role in preventing and quickly responding to all reports of harassment.

### **WAGE & HOUR COMPLIANCE & NO OFF-THE-CLOCK WORK**

We are committed to compliance with all wage and hour laws. You must be paid for all of your work time and take all required meal and rest breaks. All non-exempt Associates, regardless of position, are personally responsible for accurately recording the time they work each day. Working while not clocked in is strictly prohibited. Any instruction by a member of Management or any other person asking you to work without recording your time must be reported immediately. If you believe your timesheet does not accurately reflect time worked and a manager or supervisor fails to make the necessary corrections, you must contact a member of Management, Human Resources, or the Company hotline. You will not be subject to retaliation for exercising your rights to be paid for all time worked.

## SAFETY

We are committed to providing a safe and healthy work environment.

### ACCIDENTS & INJURIES

In order to reduce the impact and number of accidents and injuries you must:

- Report any emergency, accident, or hazardous situation to Management immediately, and contact local authorities as necessary. For non-emergency safety matters, you should contact Management, Human Resources, or call the Company hotline;
- Follow all safety guidelines established for use of equipment, material handling, and emergency procedures;
- Never engage in horseplay or other activity that may endanger the safety of yourself, another Associate or any customer; and
- Use good judgment to avoid accidents and hazardous conditions.

### ALCOHOL, DRUG & SMOKE FREE WORKPLACE

We maintain an alcohol, drug, and smoke free workplace. The unlawful manufacture, distribution, transfer, sale, use, or possession of alcohol, drugs, other controlled substances, or inhalants on our premises is prohibited. You are also prohibited from reporting to work with the presence of alcohol or illegal drugs (including prescription medications that are not prescribed to you) in your system. You should notify Management or a representative of Human Resources if you are working in a safety sensitive position and taking medication that could impact your ability to safely perform your job duties. Smoking or the use of smokeless tobacco (including electronic cigarettes) in our facilities and off-site storage areas is prohibited at all times. Smoking is allowed only in designated smoking areas, during breaks or meal periods.

You are encouraged to seek assistance for drug or alcohol dependence, and will not be disciplined for doing so; however, your voluntary referral to the Employee Assistance Program or other counseling will not insulate you from discipline for violation of this policy.

### SAFE DRIVING

Associates driving on Company business must have a valid driver's license and liability insurance. You must avoid distractions while driving such as texting, emailing, and any other activities that do not promote safety. You must also be aware of, and adhere to, all applicable laws and regulations regarding vehicle operations and the use of cell phones and other handheld electronic devices when driving on Company business. This policy encompasses the operation of Company vehicles, leased or rented vehicles, or personal vehicles while conducting Company business. You must report any Company-related vehicle accident, theft, or damage to your immediate supervisor and the Risk Management Department as soon as possible after the incident.

### WORKPLACE FREE FROM VIOLENCE

We intend to provide a safe workplace free from violence. We will not tolerate any acts or any threats of violence, direct or indirect, whether serious or said in jest, that occur on Company premises or that are directed at applicants, Associates, or customers. Possession of firearms, knives, explosives, or lethal weapons of any kind while on Company premises, at any Company-sponsored event, or while conducting Company business is prohibited. Prompt remedial action will be

taken against any Associate who engages in any threatening behavior or commits an act of violence, up to and including termination. We will exercise all available legal rights to ensure the safety of our Associates against anyone who engages in violent, threatening, or abusive behavior on Company premises. You must report any instances or threats of workplace violence immediately to a supervisor, member of Management, Loss Prevention, Human Resources, or the Company hotline. You are also encouraged to report other suspicious behavior, including family-violence situations you fear may be brought into the workplace.

## **PROTECTING COMPANY ASSETS**

You are expected to share in the role of protecting the Company's assets from damage, loss, misuse or misappropriation. Assets can include: products for sale in our stores or on our internet sites, confidential or proprietary information and data, furniture, fixtures, computers or other equipment, money or gift cards, software code and system configurations, as well as other property or services that the Company purchases for its own use. Intentional acts or acts of negligence that result in the damage, loss, misuse or misappropriation of Company assets may result in disciplinary or other legal action. You must report any damage, loss, misuse or misappropriation of Company assets, and assist with any Company investigation of such.

## **CONFIDENTIAL & PROPRIETARY INFORMATION**

We take steps to maintain the confidential nature of our confidential and proprietary information, as well as the confidential information of our customers, suppliers, vendors, applicants and Associates. Confidential information includes proprietary technical, business, financial, personnel, supplier, and customer information, sales figures, business plans and projections, profit and performance reports, software or technologies, research, artwork, advertising schedules, vendor information, growth strategies, customer lists, product and services information, and techniques and methods of operation that are maintained as confidential and not readily available to the public. You must maintain as confidential all confidential and proprietary information of the Company's applicants, Associates, customers, vendors, suppliers, and other similar individuals and entities that conduct business with the Company. You may not discuss with outsiders/competitors, use, or disclose any confidential or proprietary information without prior authorization from someone in the Company at the Vice President level or above. You are prohibited from using confidential and proprietary information for personal gain. The duty of confidentiality continues even after you are no longer employed by the Company.

Your work may involve the handling customers' or other Associates' personal information, such as credit card numbers, Social Security numbers, date of birth and other personal identifying information. You are prohibited from using, disclosing, or retaining this personal data other than to complete the specific work transaction that has been assigned to you and authorized by the customer or the Company. You must also comply with all applicable laws and regulations regarding the privacy of personal information.

Products sold or owned by the Company, including video-game software, may be protected by United States or international intellectual-property laws. Any Associate who copies or possesses copied software or assists others in copying software, engages in the sale of illegally copied software or fails to report the sale or illegal copying of software, as well as modifying or assisting others in modifying game systems to play copied software will be subject to immediate termination of employment and the exercise of other legal remedies that may be available to the Company.

Furthermore, we protect our intellectual property rights which include our: trademarks, copyrights, patents, logos, brands and design rights. You may not use any of the Company's intellectual property for your own use. To the extent provided by law, the rights to all intellectual property created on Company time, using Company materials, at the Company's expense or within the scope of your employment duties belong exclusively to the Company.

## USE OF COMPANY RESOURCES

The following expectations are to ensure proper use of the Company's resources, including its computer and telecommunication systems and devices. It is the responsibility of all Associates to adhere to these expectations and to use these resources in a professional, ethical, and lawful manner. The computer and telecommunications systems may only be used for authorized business purposes.

### NO EXPECTATION OF PRIVACY

All Company equipment, products, devices, and other materials provided to you to perform your job are the property of Company. You have no reasonable expectation of privacy when using or accessing Company property including electronic property. For this reason, we may at any time exercise our right to access, monitor, and disclose any and all aspects of our computer system, including monitoring sites that Associates visit on the internet, reviewing material downloaded or uploaded by Associates, and reviewing email sent and received by you. You similarly have no reasonable expectation of privacy when using Company property such as lockers, desks, and other Company-provided property. All such Company property is subject to search at any time in accordance with applicable law.

### COMPUTER PROGRAMS & SOFTWARE

Programs and software on Company-provided computers and laptops are the property of the Company and may not be altered, copied, downloaded, printed, or distributed. Computer programs and software must never be loaded or downloaded onto any Company provided computer or device without authorization from the IT Department. You must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property and online activity

### DATA NETWORK

You may not store personal data on the Company networks, and that data may be deleted without notice. Only Company-owned computers, laptops, and printers may be connected to the network without prior approval by IT Security. Associates connecting to any Company applications (e.g. email, etc.) with mobile devices (e.g. smart phones, tablets or laptops) should immediately call the Corporate Helpdesk (817.722.7511, option 1) and have their passwords reset if that device is lost or stolen. You may not attach wireless routers, wireless switches or any other device to the data networks. You are prohibited from using data networks for your own personal use.

### EMAIL & COMPUTER NETWORKS

The Company's email and computer networks should be used primarily for conducting Company business, and you are expected to comply with Company policies regarding their use. Unauthorized copying, downloading or recording of messages, information, or conversations is strictly prohibited. Associates inappropriately using e-mail, voice mail or computer networks are subject to disciplinary action, up to termination of employment.

### INTERNET USAGE

The Company may provide you with internet access in order to conduct business. You may only access the internet for personal use during non-working time. You must comply with the following policies when using Company internet resources:

- You must not visit pornographic or other inappropriate or offensive internet sites or allow subordinates to visit those sites;
- You must obtain permission from Company IT Security before using non-Company-approved instant messenger or peer-to-peer services;
- Accessing streaming video, radio or any other live audio feeds is not allowed without approval from IT Security; and
- You may not use the Company's internet resources for personal advertisements, solicitations, destructive programs (i.e., viruses or self-replicating code), political material, discriminatory practices, or any unlawful use.

## SYSTEM ACCESS & SECURITY

You may not use or share a computer password, PIN, or any type of personal access code exclusively assigned to another Associate. Computers should be locked while you are away from your work station and should be shut down at the end of the work day.

## TELEPHONES & ELECTRONIC DEVICES

Company telephones are intended to be used primarily to conduct Company business. Personal calls should be limited. Unauthorized personal long distance or toll calls using Company phones are strictly prohibited. We may provide certain Associates with Company cell phones, laptops, or other electronic devices. Such electronic devices are the property of the Company and are intended primarily for business purposes. You are responsible for reimbursing the Company for any excessive or unreasonable personal use of such an electronic device and may be subject to disciplinary action for improper use. Upon termination of employment, you will be required to return all Company-issued cell phones, laptops, and other electronic devices.

## MEDIA CONTACTS

Television, newspaper, or radio media may occasionally contact you about matters involving the Company. You must contact Public Relations regarding all interview requests, and you may not act as a representative of the Company for the purpose of conducting a news-media interview or discuss non-public information about the Company without approval from Public Relations.

## SECURITIES LAWS

All Associates who have access to confidential information shall not use or share such information for the purposes of trading stock (whether of the Company or any third party) or for any other purpose outside of the conduct of Company business. Some examples of confidential information that cannot be used or disclosed may include: unpublished financial results; sales, income or other financial projections; proposed Company acquisition or other material purchase or sales transactions; significant changes in corporate objectives, policies, personnel or vendors. Any Associate who engages in the use of confidential information for personal financial benefit, or who "tips" others who may make an investment decision on the basis of such confidential information will be subject to corrective action up to and including termination of employment and the exercise of other legal remedies that may be available to the Company. Such conduct may be prosecuted by the Securities and Exchange Commission and/or the United States Department of Justice.

Associates with access to financial or certain other confidential information may be included on the Company's "Classic Insider" list. Classic Insiders must comply with the Company's Insider Trading Policy and Special Trading Procedures,

which among other things, require certain Associates to request and be granted permission from the Company's Chief Financial Officer before purchasing or selling the Company's stock.

The Company has adopted an anti-hedging policy which states that the implementation of hedging strategies or transactions using short sales, puts, calls or other types of financial instruments (including prepaid variable forward contracts, equity swaps, collars, and exchange funds) based upon the value of Common Stock and applied to equity securities granted to or held, directly or indirectly, by an Associate is strictly prohibited.

## **CONFLICTS OF INTEREST**

### CONFLICTS OF INTEREST & CONFLICTING TRANSACTIONS, GENERALLY

You shall not engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of your duties. You are required to report any conflicts of interest for yourself, members of their your family or household as well as any known conflicts of interest for your employees or other Associates. As conflicts of interest may provide an increased opportunity for fraud, these situations need to be immediately brought to the attention of Management and be documented with a signed Conflict of Interest Disclosure Form (attached as Appendix A) and gain Management approval.

Examples of matters, transactions and relationships that could create a conflict of interest or a potential conflict include:

- ownership of, investments in or employment with competing businesses, suppliers or customers;
- accepting or soliciting extravagant gifts, favors, or services from an individual, business, or other party involved, or potentially involved, in a contract or transaction with the Company;
- accepting, agreeing to accept, or soliciting money or other tangible or intangible benefit in exchange for the exercise of official powers or the performance of official responsibilities;
- accepting employment, compensation or engaging in any business or professional activity that might require disclosure of the Company's confidential information;
- accepting other employment or compensation that could reasonably be expected to impair the your independence of judgment in the performance of assigned duties;
- in performance of assigned duties, purchasing goods or services from an individual or business with a significant ownership interest known to be held by you or a member of your immediate family or household; or
- making personal investments that are contrary to the Company's interests.

As a general rule, your investment in securities traded on a recognized stock exchange does not create a conflict of interest as long as the securities are purchased on the same terms and with the same information available to the general public. Investments that are never considered conflicts of interest include mutual funds, blind trusts, or debt instruments of publicly held companies that are traded on a recognized stock exchange.

### ASSOCIATE RELATIONSHIPS

Associates may not engage in dating, romantic, sexual, or financial relationships with any person they supervise. If such a relationship does develop, the supervisor or manager must immediately disclose the relationship to his or her supervisor. Managers or supervisors engaged in a dating, romantic, sexual, or financial relationship with an Associate they do not supervise must also disclose the relationship to their supervisor. Individuals in doubt about whether they are required to disclose a relationship should err on the side of disclosure. In its sole discretion, if the Company determines that a dating, romantic, sexual, or financial relationship between two Associates violates this Policy, creates real or perceived

conflicts of interest, or creates the potential for real or perceived favoritism or otherwise damages workplace morale or productivity, then the Company may place either or both individuals in another store, region, location, or department or terminate either or both individuals if no suitable alternative position is available.

#### EMPLOYMENT OF RELATIVES & FRIENDS

For purposes of this Code, relatives include spouses or spousal equivalents, domestic partners, children, siblings, parents, grandparents, aunts, uncles, nieces, nephews, in-laws, and any “step” relationship. Your relative may be hired, provided that one relative does not directly or indirectly supervise another relative in the same store, district, region, market, or department. This restriction also applies to anyone with whom you have a personal relationship and to anyone that lives with you (i.e., roommates) where those relationships may create real or perceived conflicts of interest or favoritism, damage moral, and result in diminished productivity. If the Company employs these individuals or your relative, the Company, in its sole discretion, may place one of the Associates in another position or location or terminate one or both Associates if no suitable alternative is available. Relatives and friends of you will be considered for employment using the same criteria applied to other applicants. You must inform your immediate supervisors in advance if a relative, roommate, or other individual with a close personal relationship is being considered for hire, and if an existing Associate will become a relative or roommate.

#### CORPORATE OPPORTUNITY

You owe a duty to the Company to advance its interests when the opportunity so arises. You may not use, release or publish any non-public information that was obtained as a result of service to the Company for personal gain or for the gain of others. You may not compete directly with the Company nor personally exploit any business opportunity in which you know or reasonably should know that the Company is or would be interested in, unless the Company first consents in writing.

#### WITHDRAWAL FROM DECISIONS

You are prohibited from exercising decision-making authority or exerting influence concerning any organization or transaction in which you or a family or household member have a personal interest. You must disclose such interest by filing a Conflict of Interest Disclosure Form with the appropriate department head (attached as Appendix A) and have such department head approve any arrangement for resolving the conflict, including your withdrawal from decision-making in the matter.

#### OUTSIDE ACTIVITIES & EMPLOYMENT

Any Associate interested in taking outside employment that potentially involves a conflict of interest must obtain his or her supervisor’s approval in writing before commencing the employment. Outside employment cannot involve or compete with products or services presently provided or under development by the Company. Outside employment cannot make use of any of the Company’s proprietary or confidential information. Management Associates or any Associate possessing confidential Company information cannot work in any capacity for any of the Company’s suppliers, customers, or competitors. Under no circumstances can outside employment involve use of the Company’s time, resources, facilities, or equipment. Moreover, Associates who are injured while engaging in outside employment are not eligible for paid sick leave or workers’ compensation benefits from the Company.

#### WORK WITH PROFESSIONAL ORGANIZATIONS / ASSOCIATIONS

Your work with or for an outside professional organization or association does not create a conflict of interest if such work:

- is related to your legitimate professional interest and development;
- does not interfere with your regular duties;
- does not use the Company's materials, facilities, or resources except as provided in the Company's policies or practices pertaining to personal use of Company resources or unless authorized by Company executive management;
- does not compete with the work of the Company and is not otherwise contrary to the best interests of the Company; and
- does not violate federal or state law.

## DISCLOSURE OF CONFLICTING TRANSACTIONS

You are required to file a Conflict of Interest Disclosure Form (attached as Appendix A) with your department head as soon as you have knowledge of a transaction or proposed transaction between you and an outside individual, business, or other organization that would create a conflict of interest or the appearance of one. The department head will promptly determine which interests are in conflict and which, if any, can be resolved. A completed form with the stated resolution is required to be signed by both parties and submitted to the Company CFO for his review.

Specifically, you are is required to disclose any:

- payment/gift you, or an immediate family or household member, received or is expected to receive from the conflicting individual/organization;
- investments or ownership interests you or an immediate family or household member has or will have in the conflicting organization;
- offices or positions you or an immediate family or household member holds or will hold in the conflicting organization including board positions, advisory council, etc.; or
- other relationships with an individual/organization that actually or potentially may create a conflict of interest.

To encourage the full disclosure of potential conflicts, disclosures are treated confidentially to the extent permitted by law.

## VENDOR RELATIONS

### FAIR DEALING & VENDOR SELECTION

You must deal fairly with the Company's vendors, suppliers and service providers. You cannot take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

It is our practice to make decisions regarding purchases of goods and services based solely upon quality, reliability, service and total cost of ownership. Associates who are responsible for procurement of goods and services have a duty to periodically evaluate current vendors and the goods and services they provide for these attributes. These Associates must also periodically solicit and evaluate bids from other competitive vendors. The selection of vendors, goods and services must be based solely upon quantifiable business benefits to the Company and its shareholders without regard for any personal gain of gifts, favors or employment. Each department/business leader has the further responsibility to ensure that these procedures are in place and to monitor vendor relationships conducted by Associates under their management.

## RECEIVING GIFTS & FAVORS

You cannot solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other item of such monetary value that might influence or appear to influence your judgment or conduct of your performance of your job duties or that would violate any laws. Gifts may include business or personal meals; fruit baskets, candy or other food items; games or other gaming-related accessories or equipment; airfare, hotel or other travel related gifts; sporting-event tickets or other entertainment events; conference registration or membership fees; gratuities, rewards, loans, promise of future employment or other favors.

You can accept occasional, unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events, or holiday baskets) which are customary in the industry, do not violate any laws and do not influence or appear to influence your judgment or conduct in the Company's business. Departments within the Company can impose additional restrictions on gifts that Associates can accept and may require disclosure. You should be aware of, and are solely responsible for, any tax implications related to gifts you receive.

You are required to disclose any gifts or favors that have a market value over \$1,000 USD for office employees and multi-unit field managers and over \$50 USD for store employees (except for products broadly distributed as part of the Company's annual Store Manager Conference) using the form attached as Appendix B. You can be exempted from the restrictions in this paragraph by his/her Department Head as to a specified gift or favor. The exemption must be in writing (attached as Appendix B) and include sufficient justification.

Associates are prohibited from reselling products for a profit that were purchased from the Company, received as a gift from the Company or received as a gift from a Company vendor. You may, however, trade products received as a gift from the Company or a Company vendor as pre-owned product in accordance with Associate trade policies.

## GIVING GIFTS & FAVORS

You shall not give any gift, gratuity, favor, entertainment, reward, promise of employment or any item of monetary value that might influence, or appear to influence, the judgment or conduct of the recipient in the performance of his or her job duties, that violates any laws or would compromise or harm the Company or its reputation. You can give gifts or entertainment only in cases where the gifts or entertainment are of nominal value, are customary in the industry, do not violate any laws and will not influence or appear to influence the recipient's judgment or conduct in his or her employer's business and that are within the budget established for the business segment for this type of expense.

## SUPPLIER INFORMATION

Disclosure of supplier information to external parties or Associates not involved in the purchasing process is strictly prohibited, unless the supplier consents in writing to the release of the information or if disclosure is otherwise required by law. Supplier information can include the following: advanced knowledge of games, game systems, accessories or other vendor products being developed before vendor has authorized disclosure; vendor goods and services pricing; sales volumes; intellectual property; production specifications, release dates, processes or lead time; software/hardware specifications; geographical locations or other supply chain information.

If an Associate has knowledge that supplier information has been shared outside of supplier contracts or Company policy, he or she must immediately report the violation to his or her supervisor, the Company hotline, Human Resources, Loss Prevention, Internal Audit, Legal, or Executive Management. Any Associate who engages in the unauthorized release of supplier information or, through negligence, causes the unauthorized release of such information will be subject to disciplinary action up to and including termination of employment.

## SUPPLIER VISITS

When a supplier needs to visit a Company warehouse or manufacturing facility, the tour must have prior approval by the SVP Distribution/Manufacturing or Executive Management. The supplier must also execute a Non-Disclosure Agreement (NDA) supplied by the Company and must be escorted at all times by an authorized Associate. The NDA form can be obtained from, and must be returned to, the Legal Department.

## POLITICAL CONTRIBUTIONS & ACTIVITIES

You are prohibited from engaging in political activities that interfere with or disrupt Company business. Accordingly, the following practices are prohibited on Company premises and during work hours:

- soliciting monetary political contributions or contribution of services or resources for political purposes from any Associate;
- taking any personnel action or making any promise or threat of action with regard to any Associate because of the giving or the withholding of a political contribution or service; or
- engaging in solicitation or politically motivated behavior that is harassing or discriminatory.

## LOBBYING / CAMPAIGN FUNDING RESTRICTIONS

Federal and state lobbying and campaign funding laws restrict the Company from engaging in certain types of political activities. To guard against violations, you are subject to the following restrictions:

- You are prohibited from using the Company's name, letterhead, or facilities in connection with any partisan political communications; and
- Because the use of Company resources in connection with partisan political activities can constitute an illegal contribution to a political party or candidate, Associates are not permitted to spend scheduled work time involved in campaign activities or to use Company assets or facilities in connection with campaign or other political activities. Company assets and facilities include owned or leased facilities, telephones, e-mail, computers, interoffice mail, photocopiers, and office supplies.

## ASSOCIATES SEEKING PUBLIC OFFICE

You must disclose your intention to run for public office to Management and the Human Resources Department. You must agree in writing to the following requirements:

- Associates running for office can disclose their current or prior affiliation with the Company in the course of their election campaign, but are prohibited from using the Company's name in a way that suggests the Company's endorsement of the Associate's candidacy unless the Associate has the explicit, written permission from the Chief Executive Officer or the Chairman to do so;
- Associates running for or elected to public office can retain their position with the Company only if they can continue to provide full attention to their assigned work duties. Associates seeking election to a full-time office must resign or request a leave of absence without pay. Associates on leave without pay because they are running for or have been elected to public office are not guaranteed reinstatement to their prior position or any other position with the Company; and
- Associates elected to public office are required to resolve, to the Company's satisfaction, any conflicts of interest that set the Associate's loyalty to the Company in conflict with the Associate's duties in

public office. Unresolved conflicts of interest could require the Associate to transfer to a new position or resign employment.

#### FOREIGN CORRUPT PRACTICES ACT

The Foreign Corrupt Practices Act (FCPA) prohibits the making of a payment and/or the offering of anything of value to any foreign government official, government agency, political party or political candidate in exchange for a business favor or when otherwise intended to influence the action taken by any such individual or agency or to gain any competitive or improper business advantage. It is very important to know that the prohibitions of the FCPA apply to actions taken by all Associates and by all outside parties engaged directly or indirectly by the Company (e.g., consultants, professional advisers, etc.). Given the complexity of the FCPA and the severe penalties associated with its violation, you are urged to contact the Legal Department with any questions concerning your obligations and the Company's obligations under and in compliance with the FCPA.

#### GOVERNMENT CONTACT

Any Associate whose regular duties do not include contact with federal or state regulatory agencies or other government officials should consult the Company's Public Relations Department or the Legal Department before responding to any inquiry from government officials.

### **CONTRACTS & OTHER LEGAL AGREEMENTS**

#### PURCHASE AUTHORIZATION

All purchases or binding agreements must be made in compliance with Company Purchase Authorization and Contract/Legal Agreement policies. Unauthorized personnel may not create, modify or execute supplier agreements, purchase orders, amendments, addendums, statements of work or other binding agreements.

Associates approving purchases are attesting that they have specific knowledge that the selected vendor exists and is in the business of supplying the goods or services being authorized for purchase, the goods or services are required for the execution of Company business, and that the expenditures are included in the Company's financial budgets/forecasts. Associates approving invoices or authorizing receipt of goods or services are attesting that they have specific knowledge that the vendor provided the goods or services as described on the receiving documentation or invoice. You are required to comply with all processes that may be employed to protect the Company from loss in the purchasing and payment processes.

#### UNITED STATES CONTRACT REVIEW PROCESS

Associates employed in the U.S. must complete a Contract Review Form for all contracts and legal agreements (regardless of amount and including any addendums or schedules) in support of the Company's business worldwide, except for marketing co-op, store leases, and merchandise purchase orders that are reviewed under a separate process. No contract or legal agreement valued over \$100,000 may be executed until it has been reviewed by GameStop's Financial and Legal Departments, and no contract valued over \$500,000 may be executed until it is approved by GameStop's CFO. Before a contract/legal agreement is forwarded to Legal and Finance, the agreement must be thoroughly reviewed by the contract sponsor and a contract/legal agreement review form completed and signed. In addition to the contract statistics (contract term, value, etc.), the sponsor should complete the Key Business Objectives, Key Contract Points, include additional discussion/comments that are pertinent to the review of the contract and secure review of relevant

parties. This additional information will help relevant parties understand the business improvement that the contract will provide and how the proposed contract compares to business alternatives. Completed Contract Review Forms, along with a copy of all executed contracts and agreements, must be submitted to [contracts@gamestop.com](mailto:contracts@gamestop.com). Due to the importance and potential risks associated when entering into contractual agreements, it is strongly advised that Management employ our Legal and Finance Departments' expertise before executing any legally binding agreement (including addendums or schedules).

Legally binding agreements in these areas are reviewed through alternate processes so may be exempted from the contract review process:

- Real Estate Store Leases
- Merchandising & Marketing Co-op Contracts
- Merchandising Purchase Orders

Additional or alternate policies may apply to operations outside of the United States.

## **ANTI-FRAUD & ANTI-CORRUPTION**

Dishonest and fraudulent activity is prohibited.

### DEFINITIONS & RESPONSIBILITIES

Management is responsible for the detection and prevention of fraud, corruption, misappropriation, and other irregularities. Fraud is an intentional deception made for personal gain or to cause damage. Corruption is defined as the offering, giving, soliciting, or acceptance of an inducement or reward which may influence actions of any person. You must have, and be seen to have, the highest standards of honesty, propriety, and integrity in the exercise of their duties. You are responsible for reporting any suspected fraud, impropriety, or other dishonest activity immediately to Management or through a Company hotline and for assisting in the investigation of any suspected fraud, as needed. The duty to report applies to any irregularity, or suspected irregularity, involving Associates, as well as directors, shareholders, consultants, vendors, contractors, outside agencies, employees of such agencies, and/or any other parties with a business relationship with the Company.

### ACTIONS CONSTITUTING FRAUD , CORRUPTION OR OTHER IRREGULARITIES

Examples of actions constituting fraud, corruption or other irregularities include:

- any dishonest or fraudulent act;
- misappropriation of Company funds, securities, supplies, or other assets;
- impropriety in the handling or reporting of Company money or financial transactions;
- withholding of invoices or other means of improperly manipulating period-to-period expenses;
- alteration or falsification of Company business documents, including invoices and contractual agreements;
- profiteering as a result of insider knowledge of Company activities;
- disclosing confidential and proprietary information of the Company to outside parties;
- disclosing to other persons securities activities engaged in, or contemplated by, the Company;
- accepting or seeking anything of material value or a favor from, or offering anything of material value or a favor to, directly or indirectly through agents or intermediaries, contractors, vendors, or persons

- providing services/materials to the Company, or government officials making decisions with respect to the Company, with the intent to obtain or retain business or induce a decision to the Company's benefit (except for gifts permissible under this Policy and appropriately reported to Management);
- destruction, removal, or inappropriate use of records or Company property; and/or
  - any similar or related irregularity which may include:
    - o system issues – where a process/system exists which is prone to abuse by either employees or the public;
    - o financial issues – where individuals or companies have fraudulently obtained money from the Company;
    - o property issues – where the Company's property is used for inappropriate personal use;
    - o resource issues – where there is a misuse of Company resources (e.g. theft of materials); or
    - o other issues – activities undertaken by officers or employees of the Company which may be unlawful, against the Company's policies, below established standards or practices, or considered improper conduct.

If there is any question as to whether an action constitutes fraud, corruption or other irregularities contact the Internal Audit, Legal or Loss Prevention departments for guidance.

#### REPORTING FRAUD, CORRUPTION OR OTHER IRREGULARITIES

An Associate who discovers or suspects fraudulent activity, corruption or other irregularities is required to contact a Company hotline, Human Resources, Loss Prevention, Internal Audit, Legal, or Executive Management immediately. You or any other complainant may remain anonymous, subject to international requirements or other applicable laws. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Legal Department. Every reasonable effort will be made to ensure the confidentiality of reported fraud activity and the status of the related investigation.

The reporting individual should be informed of the following:

- do not contact the suspected individual in an effort to determine facts or demand restitution;
- do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by Human Resources, Loss Prevention, Internal Audit, and/or Legal Departments.

The Company maintains an employee hotline in each country where it has operations. These hotlines are intended to encourage and enable employees to raise concerns within the Company. The hotline is known by different names throughout the Company, such as HeroLine and the Integrity Line. Allegations may be communicated by contacting the hotline at 1-800-306-9330 (US and Canada) or the assigned phone number for your country. To the extent permitted by law, concerns raised using the hotlines will be kept confidential and anonymous.

#### INVESTIGATION OF FRAUD, CORRUPTION OR OTHER IRREGULARITIES

Executive Management will assign responsibility for the investigation of all suspected fraudulent acts based on the nature of the suspected act. Direction and support for any investigations will be provided by Human Resources, Loss Prevention, Internal Audit, Legal, and/or Accounting and Finance Departments, as appropriate.

Subject to the determination of Executive Management, Legal, Human Resources, Loss Prevention, Internal Audit, and Accounting and Finance Departments will have:

- free and unrestricted access to all Company records and premises, whether owned or rented; and
- the authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation, as permitted by law.

If an investigation results in a recommendation to terminate employment of an Associate, the recommendation will be reviewed for approval by the designated representative from Human Resources and Legal Departments and, if necessary, by outside counsel before any such action is taken. If the investigation substantiates that fraudulent activities have occurred, Loss Prevention, and/or Internal Audit Departments will issue reports to designated Associates and, if appropriate, to the Audit Committee of the Board of Directors. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made with the involvement of legal counsel and Executive Management, as will final decisions regarding the disposition of the case. Decisions to institute civil action or pursue any other appropriate legal remedy available to the Company against individuals suspected of fraudulent acts will also be made with the involvement of legal counsel and Executive Management.

## **ANTI-TRUST & TRADE RESTRICTIONS**

You must comply with competition (anti-trust) laws, which prohibit anti-competitive behavior. This behavior may include:

- exchanging competitively sensitive information with competitors;
- abusing a position of market dominance;
- entering into prohibited mergers and acquisitions; or
- entering into anti-competitive agreements with competitors, including price fixing.

The United States and international authorities may restrict trade with certain countries, entities and individuals thought to be involved in terrorism, arms proliferation or drug trafficking. These trade restrictions prohibit the Company from doing business with the designated countries, entities or individuals. Associates who initiate or participate in business with outside parties are required to have knowledge of, and to comply with pertinent restrictions. Foreign companies might occasionally request, either directly or through contract documents like letters of credit, certificates of origin or shipping instructions, that the Company refrain from doing business with an entity from a third country. Such boycotts are prohibited by U.S. law and must be promptly reported to the U.S. government.

## **CORPORATE RESPONSIBILITY**

We recognize that being a good corporate citizen means supporting philanthropic efforts in the communities where we do business. We have national partnerships with organizations that represent our ideals and sponsor these organizations with both service and monetary contributions. All Company charitable donations should be pre-approved by a country General Manager, or in the U.S., pre-approved by the Public Relations Department.

## **DUTY OF LOYALTY**

You owe a duty of loyalty to the Company and are a representative of the Company at all times and locations including your principal place of work, off-site functions or locations and after working hours.

**DEFINITIONS**

“Associate” or “you” refers to any director, officer or employee of the Company.

“Code” means this Code of Standards, Ethics and Conduct.

“Executive Management” means Executive Chairman of the Board, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and any Executive Vice President of the Company.

“GameStop” or the “Company” means GameStop, Corp., GameStop, Inc., GameStop Texas, Ltd., all present and past subsidiaries and affiliated companies, including their respective officers, directors, employees, and agents.

“Management” includes executives, officers, managers and supervisors that direct and review the work of other Associates.

Appendix A

**STANDARDS, ETHICS AND CONDUCT POLICY CONFLICT OF INTEREST DISCLOSURE FORM**

Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Country/Location: \_\_\_\_\_

Store/Department: \_\_\_\_\_

Date: \_\_\_\_\_

1. INSTRUCTIONS

You are required to file a Standards, Ethics and Conduct Policy Conflict of Interest Disclosure Form when situations arise that create an actual, potential or apparent conflict of interest.

To report an actual, potential or apparent conflict of interest, complete and forward this form to your department head. The department head will review and discuss any disclosures with you and any steps required to resolve conflicts. Complete this form to report each occurrence of an apparent conflict. The department head must certify either that:

- The conflict disclosed by you is not one that is prohibited under GameStop’s Conflict of Interest Policy or other policies; or
- You have taken appropriate steps to resolve the conflict.

2. BUSINESS DEALINGS

Are you, your spouse, dependent or other household member an officer, director, trustee, partner (general or limited), associate, or regularly retained agent of any organization with which:

a) GameStop has had business dealings during the past year; or b) GameStop might (to the best of your knowledge) have business dealings in the next year?

YES \_\_\_\_\_ NO \_\_\_\_\_

If “YES,” please provide the following information:

Organization	Position	Name (You, family or household member)	Organization’s Business

3. OWNERSHIP INTERESTS

Do you, your spouse, dependent or other household member have the actual (record) or beneficial ownership of stock, equity, debt, or any other financial interest in any organization with which:

a) GameStop has had business dealings during the past year; or b) GameStop might (to the best of your knowledge) have business dealings in the next year?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "YES," please provide the following information:

Organization	Investment	Name (You, family or household member)	Organization's Business

4. REMUNERATIVE ACTIVITIES

Have you, your spouse, dependent or other household member, either individually or in the aggregate, received in the current year, remuneration for services in excess of policy limits (\$1,000 USD for office employees and multi-unit field managers and over \$50 USD for store employees) from an organization with which:

a). GameStop has had business dealings during the past year; or b). GameStop might (to the best of your knowledge) have business dealings in the next year?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "YES," please provide the following information:

Organization	Type and Amount of Payment	Name (You, family or household member)	Organization's Business

5. OTHER INTERESTS

Please briefly describe any other interest, relationship, or transaction that could create a real, apparent, or potential conflict of interest contrary to the requirements, spirit, or general principles set forth in GameStop’s Conflict of Interest Policy.

---

---

---

---

6. ASSOCIATE’S CERTIFICATION

In answering this question note that as a general rule, your investment in securities traded on a recognized stock exchange does not create a conflict of interest as long as the securities are purchased on the same terms and with the same information available to the general public. Investments that are never considered conflicts of interest include mutual funds, blind trusts, or debt instruments of publicly held companies that are traded on a recognized stock exchange.

I understand and accept my obligation to disclose in a timely fashion any interest that I, my spouse, my dependents or other household members might have in a proposed GameStop transaction.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge

Associate Signature: \_\_\_\_\_

Date: \_\_\_\_\_

7. DEPARTMENT HEAD’S CERTIFICATION

Describe the steps taken by the above named Associate to resolve any conflict of interest entered above:

---

---

---

---

I certify, to the best of my knowledge, that the person named above does not have any conflicts of interest that have not been reported or resolved.

Department Head’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please forward a copy of the signed Appendix A to Shirley Granado in the Finance Department.

Appendix B

**GIFT RECEIPT APPROVAL FORM**

Name: \_\_\_\_\_

Office/Department: \_\_\_\_\_

Date: \_\_\_\_\_

1. INSTRUCTIONS

You are required to file a Gift Receipt Approval Form when situations arise that create an actual, potential, or apparent conflict of interest. Note that U.S. Associates are required to disclose any gifts or favors that have a market value over \$1,000 USD for office employees and multi-unit field managers and over \$50 USD for store employees (except for products broadly distributed as part of the Company’s annual Store Manager Conference) using this form.

2. GIFT DECLARATION

Gift Received	Dollar Value of Gift	Recipient Name (You, family or household member)	Donor Organization and Type of Business

3. ASSOCIATE’S CERTIFICATION

The above is an accurate and current statement of all gifts I have received for my personal use and enjoyment.

Associate Signature: \_\_\_\_\_

Date: \_\_\_\_\_

4. DEPARTMENT HEAD’S CERTIFICATION

I certify, to the best of my knowledge, that the person named above has not received any gifts valued at over \$1000 for personal use and enjoyment other those submitted.

Department Head’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

When a gift valued at over \$1000 is received, please forward a copy of the signed Appendix B to Shirley Granado in the Finance Department.