

**GameStop**

**Code Of  
Standards  
Ethics &  
Conduct**

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## Why Do 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 (“Code”). We ask that you join us in this commitment by following the Code to the best of your ability.

## Questions and 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 or Human Resources will be able to provide prompt answers to your questions and assist you in resolving any concerns. Your supervisor and Human Resources have a responsibility to you and 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, and you can always go to a Human Resources team member.

There may be times when you are uncomfortable discussing your concerns with a supervisor, Human Resources, 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 or at [www.gmeheroline.com](http://www.gmeheroline.com) if you are in the United States or the assigned phone number for your country. To the extent possible and permitted by law, concerns raised using the hotlines will be kept confidential and anonymous.

## Who Must Follow the Code?

All the Company’s Associates, officers, and board members 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 laws or regulations that apply to you. 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 and 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 promptly report any violations of the law or this Code to Management, Human Resources, 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, its officers, nor the Board will tolerate retaliation against anyone who reports a concern under the Code in good faith.

## **Treatment of Associates and 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 (including gender transition), 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. The Company will also provide Associates 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 (including gender transition). We take a proactive role in preventing and quickly responding to all reports of harassment.

We prohibit conduct that explicitly or implicitly affects an Associate's employment, unreasonably interferes with an Associate's work performance, or creates an intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

### **Wage and Hour Compliance and No off the Clock Work**

We are committed to compliance with all wage and hour laws. You must be paid for all your work time and take all required meals 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 (off the clock work) is strictly prohibited.

GameStop strictly prohibits Management from requesting or permitting any Associate to work without being paid. 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.

Non-exempt Associates are also prohibited from using electronic communication devices for work-related purposes without Company approval, and in all cases, when not clocked in.

## Safety

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

## Accidents and 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.
- Use good judgment to avoid accidents and hazardous conditions.

## Alcohol, Drug, and Smoke Free Workplace

We maintain an alcohol, drug, and smoke free workplace. The unlawful manufacture, distribution, transfer, sale, use, or possession of alcohol, marijuana, marijuana paraphernalia, other drugs or controlled substances, or inhalants on our premises is prohibited. You are also prohibited from reporting to work with the presence of alcohol, marijuana, 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 participation in 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. Prompt remedial action, up to and including termination, will be taken against any Associate who engages in any threatening behavior or commits an act of violence. 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 situations you fear may be brought into the workplace.

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. Associates may transport and store, in a safe and discrete manner, a lawfully possessed firearm in their locked vehicles while the vehicle is in a parking area provided by the Company but are prohibited from removing the firearm from the vehicle while in a Company parking area.

## 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 and 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 of customers' or other Associates' personal information, such as credit card numbers, Social Security numbers, National Identifiers, date of birth, and other personally identifying information. You are prohibited from using, copying, duplicating, 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 the 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 permitted 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 and in accordance with applicable law.

## **Expectations Regarding Privacy**

All Company equipment, products, devices, and other materials provided to you to perform your job are the property of the Company. Company property including electronic property should be used with the expectation that information sent or received and user activity may be accessed, inspected, and disclosed by the Company to the extent permitted under applicable law and for security investigations by authorized GameStop personnel.

For this reason, we may exercise our right to access, inspect, and disclose aspects of our computer system, including monitoring sites that Associates visit on the internet, reviewing material downloaded or uploaded by Associates, and reviewing emails sent and received by you. You should have the same expectation when using Company property such as lockers, desks, and other Company-provided property. All Company property is subject to monitoring and searches in accordance with applicable law.

## Computer Programs and 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 data may be deleted without notice. Only Company-owned computers, laptops, and printers may be connected to the internal 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 if in the United States or the assigned phone number for Associate's country), 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.

## Email and 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 forwarding, copying, downloading, or recording of messages, information, or conversations is strictly prohibited. You should not click on links or open attachments from unknown senders. Associates inappropriately using e-mail, voice mail, or computer networks are subject to disciplinary action, up to termination of employment.

- 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.
  - Instant messenger or peer-to-peer services that are not approved by the Company are not allowed.
  - You may not use the Company's internet resources for personal advertisements, solicitations, destructive programs (i.e., viruses or self-replicating code), discriminatory practices, or any unlawful use.

## System Access and 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 workstation and should be shut down at the end of the workday.

## Telephones and 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. Under no circumstance may you act as a representative of the Company for the purpose of responding to media or investor inquiries and/or disclose confidential business information about the Company without the appropriate authorization. You must contact [media@gamestop.com](mailto:media@gamestop.com) regarding any media requests or questions. For more information, see the Communications and Social Media Policy.

## Securities Laws

All Associates are subject to the Company's Insider Trading Policy and should ensure that they have read and are familiar with such policy prior to transacting in GameStop securities.

As Associates, we may have access to material non-public information about the Company or other companies we do business with – information that the public doesn't know yet, but that a reasonable investor would consider important ("Material Non-Public Information"). Some examples of Material Non-Public Information include unpublished financial results; projections of future earnings; a pending or proposed acquisition, merger, or sale; or changes in executive management. Using Material Non-Public Information to trade or tipping others about such information so they can trade is against the law. You and certain of your family members are therefore prohibited from buying, selling, or transacting in GameStop securities or recommending that others purchase or sell GameStop securities while in possession of Material Non-Public Information. You are also prohibited from using hedging or other financial instruments that are based upon the value of Company securities (short sales, puts, calls) holding GameStop securities in a margin account, or otherwise pledging GameStop securities. Certain Associates with regular access to financial or certain other confidential information are subject to additional procedures to ensure that securities rules are not violated. These procedures prohibit certain associates from trading in GameStop securities during certain "Blackout" periods and require certain associates to request and be granted permission from the Company's Chief Financial Officer or General Counsel

before purchasing or selling the Company's securities. If you are unsure whether these procedures apply to you, please review the Insider Trading Policy or contact your manager.

## Conflicts Of Interest

### Conflicts of Interest and 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 your family, or household as well as any known conflicts of interest for 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 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.

### Employment of Relatives & Friends

Employment of relatives can cause real or perceived conflicts of interest or favoritism, damage morale, and result in diminished productivity. Relatives include spouses or spousal equivalents, domestic partners, children, siblings, parents, grandparents, aunts, uncles, nieces, nephews, in-laws, and any “step” relationship. An Associate’s 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 an Associate has a personal relationship and to anyone that lives with an Associate (i.e., roommates) where those relationships may: create real or perceived conflicts of interest or favoritism, damage morale, and result in diminished productivity. If GameStop employs these individuals or an Associate’s 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 Associates will be considered for employment using the same criteria applied to other applicants.

Associates must inform their 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.

## Associate Dating

Romantic or sexual relationships among co-workers can create problems in the workplace, including real or perceived conflicts of interest, allegations of sexual harassment, unwanted attention, and damaged morale. Therefore, it is GameStop’s policy that individuals may not engage in dating, romantic, or sexual relationships with any person they supervise. If such a relationship does develop, the supervisor, manager, or lead must immediately disclose the relationship to his or her supervisor. Managers, supervisors, or leads engaged in a dating, romantic, or sexual relationship with an Associate they do not supervise must also disclose the relationship to their supervisor. Managers, supervisors, and leads will be subject to a final warning or termination of employment if they fail to disclose a dating, romantic, or sexual relationship as required by this policy. 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, or sexual relationship between two GameStop 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 GameStop 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.

All GameStop Associates are entitled to work in an environment free of harassment or unwanted sexual or romantic attention from coworkers, outside parties, or supervisors. If you feel you have been subjected to any harassment, please see the section entitled “Harassment Policy, Including Sexual Harassment” in the Employee Handbook.

The restrictions on romantic relationships apply regardless of the sexual orientation of the coworkers involved. This policy applies equally to opposite-sex and same-sex relationships.

## 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 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 and 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 the use of the Company's time, resources, facilities, or equipment. Moreover, Associates who are injured while engaging in outside employment may not be eligible for paid sick leave or workers' compensation benefits from the Company, as permitted by law.

## 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 or General Counsel for review.

Specifically, you are 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 and 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 the 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 and 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 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 and obtain approval from your department head for any gifts or favors that have a market value over \$250 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.

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 and 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 a Vice President in the distribution or fulfillment department 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 and 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 a 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 and Expenses

### Purchase Authorization

All purchases or binding agreements must be made in compliance with the Company Purchase Authorization and Contract Policy. 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.

### Contract Review Process

Associates must submit contracts and legal agreements valued at greater than \$50,000, and/or contracts that involve information technology, to Legal and Finance for review, and must obtain approval of those departments prior to execution. No contract valued over \$500,000 may be executed until it is also 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 Request Form must be completed within the Company's contract management software. In addition to the basic contractual terms (term, value, etc.), the sponsor completes a description of the contract and may include additional discussion/comments that are pertinent to the review of the contract. Completed contracts are typically executed via DocuSign and are then stored within the Company's contract management software.

Legally binding agreements in the following areas are reviewed through alternate processes and are exempted from the contract review process:

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

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

### Travel and Expense

Associates must use prudent judgment when incurring business travel costs and similar expenses and should not spend company dollars more freely than they would their own. To that end, all Associates must abide by our Travel and Expense Policy.

## Anti-Fraud and Anti-Corruption

Dishonest and fraudulent activity is prohibited.

### Definitions and Responsibilities

All Associates are 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 the actions of any person. You must have, and be seen to have, the highest standards of honesty, propriety, and integrity in the exercise of your 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:
  - system issues – where a process/system exists which is prone to abuse by either employees or the public;
  - financial issues – where individuals or companies have fraudulently obtained money from the Company;

- property issues – where the Company’s property is used for inappropriate personal use;
- resource issues – where there is a misuse of Company resources (e.g., theft of materials); or
- 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 the 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 **not**:

- contact the suspected individual in an effort to determine facts or demand restitution;
- 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. Allegations may be communicated by contacting the hotline at 1-800-306-9330 in the United States or the assigned phone number for your country. To the extent possible and 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 the employment of an Associate, the recommendation will be reviewed for approval by a designated representative from Human Resources and the Legal Department and, if necessary, by outside counsel before any such action is taken. If the investigation substantiates that fraudulent activities have occurred, the Loss Prevention, and/or Internal Audit Departments will issue reports to management 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 and 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, Principal 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 who 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 (\$250 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.

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**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:

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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 the Legal Department at [Legal@GameStop.com](mailto:Legal@GameStop.com).

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 \$250 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 Approval**

I have reviewed this certificate and authorize the person named above to accept the gift described above.

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

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

When a gift valued at over \$250 is received, please forward a copy of the signed Appendix B to the Legal Department at [Legal@GameStop.com](mailto:Legal@GameStop.com).