

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

February 12, 2020  
Date of Report (date of earliest event reported)



**NIKE, Inc.**

(Exact name of registrant as specified in its charter)

**Oregon**  
(State or other jurisdiction of incorporation)

**1-10635**  
(Commission File Number)

**93-0584541**  
(I.R.S. Employer Identification No.)

**ONE BOWERMAN DRIVE**  
**BEAVERTON, OR 97005-6453**  
(Address of principal executive offices and zip code)

**(503) 671-6453**  
Registrant's telephone number, including area code

NO CHANGE  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Class B Common Stock</b>	<b>NKE</b>	<b>New York Stock Exchange</b>
(Title of each class)	(Trading Symbol)	(Name of each exchange on which registered)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On February 18, 2020, NIKE, Inc. (the “Company” or “NIKE”) announced the appointment of Heidi O’Neill, currently NIKE’s President of Nike Direct, as President of Consumer and Marketplace, effective April 1, 2020. The Company also announced Andrew Campion, currently NIKE’s Chief Financial Officer (“CFO”), as Chief Operating Officer (“COO”), and the appointment of Matthew Friend to succeed Mr. Campion as CFO, each effective April 1, 2020.

Ms. O’Neill succeeds Elliott Hill, who notified the Company on February 12, 2020 of his intention to retire from his position as President of Consumer and Marketplace effective March 31, 2020. Mr. Campion succeeds Eric Sprunk, who notified the Company on February 12, 2020 of his intention to retire from his position as COO effective March 31, 2020. Mr. Hill and Mr. Sprunk are expected to retire from NIKE by the end of calendar year 2020. Following their retirements, each of Mr. Hill and Mr. Sprunk will be subject to the terms and conditions of his noncompetition agreement, as is described in the Company’s annual proxy statement on Schedule 14A as filed with the Securities and Exchange Commission on July 23, 2019. Pursuant to their noncompetition agreements, the Company will make monthly payments to each of them during the one-year noncompetition period, each in an amount equal to one-twelfth of his annual base salary.

Mr. Campion, 48, joined NIKE in 2007 as Vice President of Global Planning and Development, leading long-range financial and strategic planning, and was appointed Chief Financial Officer of the NIKE Brand in 2010. In 2014, he was appointed Senior Vice President, Strategy, Finance and Investor Relations in addition to his role as Chief Financial Officer of the NIKE Brand, and in 2015 he was appointed NIKE’s CFO. In connection with Mr. Campion’s new role as COO, he will receive a special transition award of restricted stock units (“RSUs”) with a grant date fair value of \$10,000,000 that will vest ratably over four years.

Mr. Friend, 42, who succeeds Mr. Campion as NIKE’s CFO, currently serves as Chief Financial Officer of Operating Segments and Vice President of Investor Relations. He joined NIKE in 2009 as Senior Director of Corporate Strategy and Development, and was appointed Chief Financial Officer of Emerging Markets in 2011. In 2014, Mr. Friend was appointed Chief Financial Officer of Global Categories, Product and Functions, and was subsequently appointed Chief Financial Officer of the NIKE Brand in 2016. In 2019, Mr. Friend was also appointed Vice President of Investor Relations. In connection with Mr. Friend’s appointment as NIKE’s CFO, he will receive an annual base salary of \$875,000, a target annual bonus opportunity of 120% of his annual base salary, and a target annual long-term cash incentive award opportunity of \$1,000,000 commencing with the fiscal 2018-2020 performance period. He will also receive a special transition award of RSUs with a grant date fair value of \$6,000,000 that will vest ratably over four years.

In addition, as part of standard compensation and benefit arrangements for senior executives, Mr. Friend and the Company have entered into a noncompetition agreement (the “Non-Compete Agreement”) that applies for one year following Mr. Friend’s termination of employment with the Company. The Non-Compete Agreement provides that, if Mr. Friend’s employment is terminated by NIKE without cause (as defined in the Non-Compete Agreement), the Company will make monthly payments to him during the one-year noncompetition period, each in an amount equal to one-twelfth of his annual base salary; if Mr. Friend resigns, the Company will make monthly payments to him during the one-year noncompetition period, each in an amount equal to one-twenty fourth of his annual base salary. NIKE may unilaterally waive Mr. Friend’s non-compete obligations set forth in the Non-Compete Agreement, in which case NIKE will not be required to make the payments described in the preceding sentence during the period as to which the waiver applies. The foregoing summary is qualified in its entirety by reference to the Form of Covenant Not to Compete, which is attached as Exhibit 10.1 to this current report on Form 8-K and incorporated by reference into this Item 5.02.

**Item 7.01. Regulation FD Disclosure**

The Company issued a press release on February 18, 2020 announcing the senior leadership changes, which is attached as Exhibit 99.1 to this current report on Form 8-K.

A copy of the press release is being furnished pursuant to Item 7.01 of Form 8-K and the information included therein shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (Exchange Act) or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of NIKE under the Securities Act of 1933 or the Exchange Act.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

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**Exhibit No.****Exhibit**

10.1	<a href="#">Form of Covenant Not to Compete</a>
99.1	<a href="#">Press release issued by NIKE, Inc. on February 18, 2020</a>
104	Cover Page Interactive Data File--the cover page XBRL tags are embedded within the Inline XBRL document

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NIKE, Inc.**  
**(Registrant)**

Date: February 18, 2020

By: /s/ Hilary K. Krane

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Hilary K. Krane

Executive Vice President, Chief Administrative Officer, and General Counsel

## COVENANT NOT TO COMPETE

### PARTIES:

<Employee Full Name> ("EMPLOYEE")

and

NIKE, Inc. and its parent, divisions, subsidiaries, affiliates, successors and assigns. ("NIKE")

### RECITALS:

A. This Covenant Not to Compete ("Agreement") is executed upon initial employment with NIKE and is a condition of such employment or is executed upon the EMPLOYEE's bona fide advancement with NIKE and is a condition of such advancement and continued employment. In the case of this Agreement being executed upon initial employment, Employee acknowledges that he/she was informed in a written job offer at least two weeks before starting work that he/she must enter into this Agreement as a condition of employment.

B. Over the course of EMPLOYEE's employment with NIKE, EMPLOYEE will be or has been exposed to and/or is in a position to develop "Confidential Information" (as that term is defined in NIKE's standard "Employee Invention and Secrecy Agreement") peculiar to NIKE's business and not generally known to the public. EMPLOYEE and NIKE further agree and anticipate that EMPLOYEE will continue to be exposed to Confidential Information of greater sensitivity as EMPLOYEE's responsibilities change over time, including changes to EMPLOYEE's job, transfers into other jobs that require exposure to Confidential Information, or advancement in the company. This Agreement and its enforceability shall continue to apply notwithstanding any changes in EMPLOYEE'S duties, responsibilities, position or title at NIKE, and may only be superseded by a new written Covenant Not to Compete agreement executed by the parties.

C. The nature of NIKE's business is both global and highly competitive, and disclosure or unauthorized use of any Confidential Information anywhere in the world would result in severe damage to NIKE that would be difficult to measure. Accordingly, EMPLOYEE has executed, or will execute together with this Covenant Not to Compete, a copy of the Employee Invention and Secrecy Agreement, which sets forth EMPLOYEE's obligations to protect such Confidential Information, as well as other terms relating to protection of NIKE's inventions.

### AGREEMENT:

In consideration of the foregoing, and the terms and conditions set forth below, the parties agree as follows:

#### 1. **Covenant Not to Compete**

(a) **Competition Restriction**. During EMPLOYEE's employment by NIKE, under the terms of any employment contract or otherwise, and for one (1) year thereafter (the "Restriction Period"), EMPLOYEE will not directly or indirectly own, manage, control or participate in the ownership, management or control of, or be employed by, consult for or be connected in any manner with any business or person engaged in the research, development, sales, marketing and/or production of any athletic or sports-inspired footwear, athletic or sports-inspired apparel or sports equipment, sports electronics/technology and sports accessories business or any other business that directly competes with the then-current existing or reasonably anticipated business of NIKE or any of its parent, subsidiaries or affiliated corporations (a "Competitor"). Notwithstanding the preceding sentence, EMPLOYEE shall be permitted to invest in publicly available mutual funds, exchange traded funds or similar investment instruments that own de minimis amounts of securities of a Competitor. This provision is subject to NIKE's option to waive all or any portion of the Restriction Period as more specifically provided below.

(b) **Extension of Time**. In the event EMPLOYEE breaches this covenant not to compete, the Restriction Period shall automatically toll from the date of the first breach, and all subsequent breaches, until the resolution of the breach through private settlement, judicial or other action, including all appeals. The Restriction Period shall continue upon the effective date of any such settlement, judicial or other resolution. NIKE shall not be obligated to pay EMPLOYEE the additional compensation described in paragraph 1(d) below during any period of time in which this Agreement is tolled due to EMPLOYEE's breach. In the event EMPLOYEE receives such additional compensation after any such breach, EMPLOYEE must immediately reimburse NIKE in the amount of all such compensation upon the receipt of a written request by NIKE.

(c) **Waiver of Non-Compete**. NIKE has the option at any time and in its sole discretion, to elect to waive all or a portion of the Restriction Period or to limit the definition of Competitor, by giving EMPLOYEE seven (7) days' prior

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notice of such election. In the event all or a portion of the Restriction Period is waived or the definition of Competitor is limited, NIKE shall not be obligated to pay EMPLOYEE for any period of time as to which the covenant not to compete has been waived.

(d) **Additional Consideration**. As additional consideration for the covenant not to compete described above, should NIKE terminate EMPLOYEE's employment without cause (as defined below) and elect to enforce the non-competition agreement, while the Restriction Period is in effect NIKE shall pay EMPLOYEE a monthly payment equal to one hundred percent (100%) of EMPLOYEE's last monthly base salary, less applicable tax withholdings. Except where prohibited by law, if NIKE terminates EMPLOYEE for cause, no additional consideration will be owed to EMPLOYEE under this Agreement, and the covenant not to compete will remain enforceable. For purposes of this Agreement only, "cause" shall mean (i) insubordination; (ii) acts of dishonesty; (iii) involvement in illegal activities where such involvement in illegal activities violates NIKE policies, places NIKE at risk or has or could damage NIKE's reputation in the community or any of its related or subsidiary companies; (iv) violation of NIKE's anti-harassment or anti-discrimination policy; or (v) gross neglect of EMPLOYEE's duties or willful misconduct that, in either case, results in economic harm to NIKE or harm to NIKE's reputation. Nothing in this paragraph or Agreement alters the employment-at-will relationship between NIKE and EMPLOYEE.

If EMPLOYEE voluntarily terminates employment and NIKE elects to enforce the non-competition agreement, while the Restriction Period is in effect, NIKE shall pay EMPLOYEE a monthly payment equal to the greater of fifty percent (50%) of EMPLOYEE's last monthly base salary or the equivalent of one-twelfth (1/12) of fifty percent (50%) of the median family income for a four-person family in the state where EMPLOYEE resides, as determined by the U.S. Census Bureau for the most recent year available at the time of EMPLOYEE's termination, less applicable tax withholdings. Payments during the Restriction Period shall be payable monthly on the last business day of the month in accordance with NIKE's payroll practices.

(e) **Withholding and Offset**. NIKE reserves the right to withhold from the Additional Consideration payable to EMPLOYEE all federal, state and local taxes as shall be required, as well as any other amounts authorized or required by NIKE policy. NIKE reserves the right, exercisable in its sole discretion, to reduce the amount of Additional Consideration by amounts that EMPLOYEE owes NIKE, including but not limited to any payments due to NIKE in accordance with the NIKE Tax Equalization Policy if EMPLOYEE is employed as a transferee during his or her employment with NIKE, and EMPLOYEE hereby authorizes such a reduction. EMPLOYEE agrees that notwithstanding the amount of any withholding and/or offset, even in an amount that reduces payments of Additional Consideration to zero dollars (\$0.00), the covenant not to compete will remain enforceable. To the extent withholding or offset does not extinguish amounts that EMPLOYEE owes to NIKE, EMPLOYEE remains obligated for the balance of the amounts owed.

2. **Subsequent Employer**. If EMPLOYEE voluntarily terminates employment, EMPLOYEE agrees to notify NIKE, upon notice of termination, of the name of EMPLOYEE's new employer, if known. Regardless of the reasons for termination (voluntary or involuntary) EMPLOYEE further agrees to disclose to NIKE the name of any subsequent employer during the Restriction Period, wherever located and regardless of whether such employer is a Competitor.
3. **Accounting of Profits**. EMPLOYEE agrees that, if EMPLOYEE should violate any term of this Agreement, NIKE shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits that EMPLOYEE directly or indirectly has realized and/or may realize as a result of or in connection with any such violation (including the return of any Additional Consideration paid by NIKE pursuant to paragraph 1(d) above). Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to that NIKE may be entitled at law or in equity.
4. **General Provisions**.

(a) **Survival**. This Agreement shall continue in effect after the termination of EMPLOYEE's employment, regardless of the reason for termination.

(b) **Waiver**. No waiver, amendment, modification or cancellation of any term or condition of this Agreement will be effective unless executed in writing by both parties. No written waiver will excuse the performance of any act other than the act or acts specifically referred to therein.

(c) **Injunctive Relief**. EMPLOYEE understands that a breach or threatened breach of this Agreement by EMPLOYEE may cause NIKE to suffer irreparable harm and that NIKE will therefore be entitled to injunctive relief to enforce this Agreement.

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(d) **Severability.** Each provision herein will be treated as a separate and independent clause, and unenforceability of any one clause will in no way impact the enforceability of any other clause. Should any of the provisions in this Agreement be found to be unreasonable or invalid by a court of competent jurisdiction, such provision will be enforceable to the maximum extent enforceable by the law of that jurisdiction.

(e) **Applicable Law/Jurisdiction.** This Agreement, and EMPLOYEE's employment hereunder, shall be construed according to the laws of the state of Oregon. EMPLOYEE further hereby submits to the jurisdiction of, and agrees that exclusive jurisdiction over and venue for any action or proceeding arising out of or relating to this Agreement shall lie in the state and federal courts located in Oregon.

<Employee Full Name>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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***Nike Announces Senior Leadership Changes***

***Heidi O'Neill Becomes President Consumer and Marketplace  
Andy Campion Becomes Chief Operating Officer  
Matthew Friend Becomes Chief Financial Officer  
Eric Sprunk and Elliott Hill to Retire in 2020***

**BEAVERTON, OR (February 18, 2020)** - NIKE, Inc. (NYSE:NKE) announced a series of senior leadership changes, elevating experienced leaders who will drive growth for the future. Heidi O'Neill, President of Nike Direct, will become President of Consumer and Marketplace on April 1, succeeding Elliott Hill, who is retiring from Nike. Andy Campion, currently Executive Vice President and Chief Financial Officer, will become Chief Operating Officer, also effective April 1. He will succeed Eric Sprunk, COO, who is retiring from Nike. Matthew Friend, currently CFO of Operating Segments and Vice President of Investor Relations, will become the new CFO for NIKE, Inc. Both Hill and Sprunk will remain with Nike until later this year.\*

"I am delighted to announce a series of leadership changes today which set up the company for continued growth and demonstrate the strength of the Nike management bench," said John Donahoe, President and CEO of NIKE, Inc. "Heidi and Andy's leadership has been instrumental in both evolving and driving Nike's strategy over the last decade. In their new roles, we will see them have even greater impact on Nike's success in the future. Matthew brings more than 10 years of Nike experience to the CFO role and will be a great addition to our executive leadership team."\*

"I would also like to thank Eric and Elliott for their extensive contributions to Nike over so many years. I'm deeply appreciative of everything they've done, for their support during my transition, and I am excited for their future," said Donahoe.

O'Neill will lead the Nike Brand's four geographic operating regions: North America; Europe, Middle East and Africa (EMEA); Greater China; and Asia Pacific and Latin America (APLA). O'Neill will also lead Nike's Global Sales and Nike Direct organizations. She has been with Nike for more than 21 years and has held senior roles including VP/GM of Nike Stores, VP/GM of Nike Global Women's & Training businesses and VP of U.S. Apparel. Prior to Nike, O'Neill worked as Director of Marketing for Levi Strauss & Co. She studied at the University of Colorado Boulder, before starting her career at the global advertising agency Foote, Cone & Belding.

Campion will lead Nike's global technology and digital transformation, sourcing and manufacturing, demand and supply management, distribution and logistics, procurement, sustainability and workplace design and connectivity. He joined Nike in 2007 as VP of Global Planning and Development and served in senior finance and strategy roles before becoming CFO in 2015. Prior to joining Nike, he held leadership roles in strategic planning, mergers and acquisitions, financial planning and analysis, operations planning, investor relations, and tax at The Walt Disney Co. from 1996 to 2007. Campion holds a bachelor's degree in Economics from UCLA, an MBA from UCLA's Anderson School of Management and a J.D. and LL.M. in Taxation from the University of San Diego School of Law.

Friend joined Nike in 2009, working on Corporate Strategy and Corporate Development, before being appointed CFO of Emerging Markets (now APLA) in 2011. He has served as CFO of Global Categories, Product and Functions; CFO of Global Brands and Functions; and CFO of the Nike Brand. As of 2019, Friend has served as CFO of Operating Segments and VP of Investor Relations. Prior to joining Nike, he worked in the financial industry including roles as VP of investment banking and mergers and acquisitions at Goldman Sachs and Morgan Stanley. Friend has a bachelor's degree in Business Administration from the Haas School of Business at the University of California, Berkeley.

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## **About NIKE, Inc.**

NIKE, Inc., based near Beaverton, Oregon, is the world's leading designer, marketer and distributor of authentic athletic footwear, apparel, equipment and accessories for a wide variety of sports and fitness activities. Converse, a wholly-owned NIKE, Inc. subsidiary brand, designs, markets and distributes athletic lifestyle footwear, apparel and accessories. For more information, NIKE, Inc.'s earnings releases and other financial information are available on the Internet at <http://investors.nike.com>. Individuals can also visit <http://news.nike.com> and follow @NIKE.

\* *The marked paragraph contains forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially. These risks and uncertainties are detailed from time to time in reports filed by NIKE with the U.S. Securities and Exchange Commission (SEC), including Forms 8-K, 10-Q and 10-K.*