

Dated September 30, 2014



adidas AG

(a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Federal Republic of Germany, having its corporate domicile in Herzogenaurach, Federal Republic of Germany)

€ ● ● per cent. Notes due 2021

and

€ ● ● per cent. Notes due 2026

adidas AG, Herzogenaurach, Federal Republic of Germany (the "**Issuer**"), will issue on October 8, 2014 (the "**Issue Date**") € ● ● per cent. Notes due October 8, 2021 (the "**2021 Notes**") and € ● ● per cent. Notes due October 8, 2026 (the "**2026 Notes**" and, together with the 2021 Notes, the "**Notes**"). The 2021 Notes will be redeemed at par on October 8, 2021. The 2026 Notes will be redeemed at par on October 8, 2026. The 2021 Notes will bear interest from and including October 8, 2014 to, but excluding, October 8, 2021 at a rate of ● per cent. per annum, payable annually in arrear on October 8 in each year, commencing on October 8, 2015. The 2026 Notes will bear interest from and including October 8, 2014 to, but excluding, October 8, 2026 at a rate of ● per cent. per annum, payable annually in arrear on October 8 in each year, commencing on October 8, 2015.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of the Directive 2003/71/EC of the European Parliament and the Council of November 4, 2003, as amended (the "**Prospectus Directive**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu). This Prospectus has been approved by the *Commission de Surveillance du Sector Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Luxembourg law relating to prospectuses (*Loi relative aux prospectus pour valeurs mobilières*, the "**Prospectus Law**"), as amended, which implements the Prospectus Directive into Luxembourg law. The Issuer has requested the CSSF to provide the competent authority in the Federal Republic of Germany ("**Germany**"), the Republic of Austria ("**Austria**") and The Netherlands with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Law.

Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and admit the Notes to trading on the regulated market of the Luxembourg Stock Exchange ("**Bourse de Luxembourg**"), a market appearing on the list of regulated markets issued by the European Commission pursuant to Directive 2004/39/EC of April 21, 2004 on Markets in Financial Instruments amending Council Directives 85/811/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC.

The Notes are issued in bearer form with a denomination of € 1,000 each.

The issue price of the 2021 Notes is ● per cent. and the issue price of the 2026 Notes is ● per cent.

The 2021 Notes have been assigned the following securities codes: ISIN XS1114155283, Common Code 111415528, WKN A13R5D.

The 2026 Notes have been assigned the following securities codes: ISIN XS1114159277, Common Code 111415927, WKN A13R5E.

The issue price, the aggregate principal amount of Notes to be issued, the number of Notes to be issued, the interest rate, the issue proceeds, and the yield of the issue in respect of the 2021 Notes and of the 2026 Notes will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) prior to the Issue Date of the Notes.

Joint Lead Managers

BayernLB
Mizuho Securities

Deutsche Bank

J.P.Morgan
UniCredit Bank

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Herzogenaurach, Germany accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its importance.

The Issuer further confirms that (i) this Prospectus contains all information with respect to the Issuer and its subsidiaries and affiliates taken as a whole (the "**adidas Group**", the "**Group**" or "**adidas**") and to the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer and of the Notes, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the adidas Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the adidas Group, and the Notes are in every material particular true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the adidas Group, or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

Pursuant to Article 7(7) of the Luxembourg Law, by approving this Prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer.

NOTICE

No person is authorized to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by or on behalf of the Issuer or the Managers (as defined below under "SUBSCRIPTION, SALE AND OFFER OF THE NOTES"). Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or any of their affiliates since the date of this Prospectus, or that the information herein is correct at any time since its date.

This Prospectus contains certain forward-looking statements, including statements using the words "*believes*", "*anticipates*" "*intends*", "*expects*" or other similar terms. This applies in particular to statements under the caption "GENERAL INFORMATION ON THE ISSUER - Business" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer, to be materially different from or worse than those expressed or implied by these forward-looking statements. The Issuer does not assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

Neither the Managers nor any other person mentioned in this Prospectus, except for the Issuer, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. The Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain limited exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons.

IN CONNECTION WITH THE ISSUE OF THE NOTES, DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN AT ANY TIME AFTER THE ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE DATE OF THE RECEIPT OF THE PROCEEDS OF THE ISSUE BY THE ISSUER AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. SUCH STABILISING SHALL BE IN COMPLIANCE WITH ALL LAWS, DIRECTIVES, REGULATIONS AND RULES OF ANY RELEVANT JURISDICTION.

CONSENT TO USE THE PROSPECTUS

Each Manager and/or each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus in Luxembourg, Germany, The Netherlands and Austria for the subsequent resale or final placement of the Notes during the period commencing on the later of (and including) (i) October 6, 2014 and (ii) the date of the publication of the Pricing Notice following its publication and ending on (and including) October 8, 2014 during which subsequent resale or final placement of the Notes can be made, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Law. The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the Notes.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus will be available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

When using the Prospectus, each Manager and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a Joint Lead Manager and/or a further financial intermediary, the Manager and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

Any financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.

In this Prospectus all references to "€", "EUR" or "Euro" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of May 3, 1998 on the introduction of the Euro, as amended.

TABLE OF CONTENTS

	Page
SUMMARY	1
ZUSAMMENFASSUNG.....	15
RISK FACTORS	31
USE OF PROCEEDS	38
GENERAL INFORMATION ON THE ISSUER	39
CONDITIONS OF ISSUE FOR THE 2021 NOTES.....	59
CONDITIONS OF ISSUE FOR THE 2026 NOTES.....	83
DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS	107
TAXATION.....	109
SUBSCRIPTION, SALE AND OFFER OF THE NOTES.....	119
GENERAL INFORMATION	123
INCORPORATION BY REFERENCE	123
NAMES AND ADDRESSES	125

SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These elements are numbered in Sections A – E (A.1 – E.7).

This summary (the "**Summary**") contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A – Introduction and warnings		
A.1	Introduction	Warning that: • this Summary should be read as an introduction to the Prospectus; • any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor; • where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated; and • civil liability attaches only to the Issuer which has tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such the Notes.
A.2	Consent	Each of Bayerische Landesbank, Deutsche Bank AG London Branch, J.P. Morgan Securities plc, Mizuho International plc, UniCredit Bank AG and possible other financial institutions (together the "Managers") and/or each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus for the subsequent resale or final placement of the Notes in the Grand Duchy of Luxembourg, the Federal Republic of Germany, The Netherlands and the Republic of Austria during the offer period for the subsequent resale or final placement of the Notes from October 6, 2014 to October 8, 2014, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg law on prospectuses for securities, as amended (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of November 4, 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of November 24, 2010). The Prospectus may only be delivered to potential investors together with all supplements published before such delivery.

		When using the Prospectus, each Manager and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions. In the event of an offer being made by a Manager and/or a further financial intermediary, the Manager and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.
--	--	--

Section B – Issuer		
B.1	Legal and commercial name of the Issuer	The legal name of the issuer is adidas AG (the " Issuer "), the commercial name of the Issuer is "adidas".
B.2	Domicile/ legal form/ legislation/ country of incorporation	The Issuer is a stock corporation (<i>Aktiengesellschaft</i>) under German law founded in Germany. Its registered office is at Adi-Dassler-Strasse 1, 91074 Herzogenaurach, Germany.
B.4b	Known trends affecting the Issuer and the industries in which it operates	In 2014, despite a high degree of economic uncertainty, particularly in the emerging markets, the global economy and consumer spending is expected to increase, providing a positive backdrop for the continued growth and expansion of the sporting goods industry. In particular, the sporting goods industry should benefit from the world's largest sports event, the FIFA World Cup hosted by Brazil. Following macroeconomic trends, consumer spending on sporting goods in the emerging economies is expected to grow faster than in the more developed markets. Private consumption in many developed economies is forecasted to improve moderately in 2014, supporting modest industry expansion in those markets. While inflationary pressures are projected to remain relatively contained in most markets, currency devaluations in several emerging market countries are likely to lead to significant price increases over time in the affected countries. In addition, wage growth in the emerging economies is forecasted to continue to add costs to the industry, especially where the industry sources and manufactures sporting goods.
B.5	Description of the Group and the Issuer's position within the Group	The Issuer is the parent company of the adidas group (the "adidas Group"). The adidas Group employs more than 50,000 people worldwide with less than 11 per cent. of them working in Germany. It has 161 subsidiaries worldwide.
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.
B.10	Qualifications in the Audit Report	Not applicable; there are no qualifications.
B.12	Selected historical key financial information	The following table sets out the key financial information regarding the adidas Group extracted from the audited consolidated financial statements of the Issuer for the fiscal year ended December 31, 2013, the fiscal year ended December 31, 2012 and the unaudited interim consolidated financial statements of the Issuer for the six months ended June 30, 2014 and June 30, 2013.

		January 1 – June 30, 2014	January 1 – June 30, 2013	Fiscal year 2013	Fiscal year 2012
		(unaudited)		(audited)	
		(in € millions)			
	Net Sales	6,998	7,134	14,492	14,883
	EBITDA ¹	665	823	1,523	1,445
	Operating profit.....	523	693	1,202	920
	Total assets	11,887	11,525	11,599	11,651
	Shareholders' Equity.....	5,513	5,476	5,489	5,304
	¹ EBITDA = Income before taxes + Interest expense (net) + Depreciation and amortization and impairment losses (net) on tangible and intangible assets.				
	A description of any material adverse change in the prospects of the Issuer	There has been no material adverse change in the prospects of the Issuer since December 31, 2013.			
	A description of significant changes in the financial or trading position	On July 31, 2014, adidas Group updated its full year 2014 financial outlook, taking into account the continued weakness in the golf market as well as recent developments in Russia/CIS. In addition, management announced strategic measures, which will impact adidas Group's financial development in the second half of 2014 and 2015. As a result, sales are expected to increase at a mid- to high- single-digit rate on a currency-neutral basis in 2014. Poor retail sentiment and a slow liquidation of old inventory in the golf market will have a significant impact on revenues in the TaylorMade-adidas Golf segment and weigh on the overall adidas Group sales development. In addition, currency translation – in particular from the depreciation of the Russian Ruble – is expected to impact negatively adidas Group's top-line development.			
B.13	Recent Events	On May 6, 2014, adidas Group confirmed that it has seen increased interest in its Rockport segment and, therefore, decided to engage in discussions with several parties with the help of a financial advisor. On July 14, 2014 adidas Group announced a long-term promotion contract with Manchester United F.C. The minimum financial commitments in connection with the respective contract amount to € 936 million over a period of ten years.			
B.14	Please read Element B.5 together with the information below.				
	Dependence upon other entities within	As the Issuer is the parent company of the adidas Group, it is not dependent on other entities within adidas Group.			

	the group	
B.15	A description of the issuer's principal activities	The Issuer and its subsidiaries design, develop, produce and market – increasingly through own-retail activities – a broad range of athletic and sports lifestyle products. Its product range covers sports footwear and apparel, golf hardware and other sports equipment and accessories. Based on its own assessment the adidas Group is the world's second-largest sporting goods company and enjoys a diverse and widespread global presence. The adidas Group has divided its operating activities into six segments: Wholesale, Retail, TaylorMade-adidas Golf, Rockport, Reebok-CCM Hockey and Other Centrally Managed Brands. The Wholesale segment comprises all business activities relating to the distribution of adidas and Reebok products to retail customers. The Retail segment comprises all business activities relating to the sale of adidas and Reebok products directly to end consumers through own retail and own e-commerce platforms. The operating segment TaylorMade-adidas Golf comprises the brands TaylorMade, adidas Golf, Adams Golf and Ashworth. The segment Other Centrally Managed Brands primarily includes the business activities of the labels Y-3 and Porsche Design Sport by adidas as well as the business activities of the brand Five Ten in the outdoor action sports sector. The adidas Group aggregates its markets into six geographies: Western Europe, European Emerging Markets, North America, Greater China, Other Asian Markets as well as Latin America.
B.16	Controlling Persons	Not applicable. To its knowledge, adidas AG is neither directly nor indirectly owned in a manner that would allow such owner to exercise a controlling influence over adidas.
B.17	Credit ratings assigned to the Issuer or its debt securities	Not applicable; neither the Issuer nor its debt securities have been rated.

Section C – Securities		
C.1	Type and class of the securities, including any security identification number.	Type and Class The Issuer's € ● ● per cent notes due 2021 (the "2021 Notes") and € ● ● per cent notes due 2026 (the "2026 Notes" and, together with the 2021 Notes, the "Notes") are unsecured bearer notes. Security Identification Number(s) 2021 Notes: ISIN: XS1114155283 Common Code: 111415528 WKN: A13R5D 2026 Notes: ISIN: XS1114159277 Common Code: 111415927 WKN: A13R5E
C.2	Currency of the securities issue.	The Notes are issued in Euro.
C.5	Restrictions on the free transferability of the securities.	Not applicable. The Notes are freely transferable.
C.8	Rights attached to the Notes, ranking of the Notes and limitations to the rights attached to the Notes	<i>Rights attached to the Notes</i> Each holder of the Notes has the right <i>vis-à-vis</i> the Issuer to claim payment of interest and nominal when such payments are due in accordance with the terms and conditions of the Notes. Early Redemption for Taxation Reasons Early redemption will be permitted if the Issuer has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of Germany. Early Redemption at the Option of the Issuer The 2021 Notes may be redeemed at any time during a period commencing on July 8, 2021 and ending on the maturity date at their nominal amount plus accrued interest at the option of the Issuer. The 2026 Notes may be redeemed at any time during a period commencing on July 8, 2026 and ending on the maturity date at their nominal amount plus accrued interest at the option of the Issuer.

		Early Redemption at the Option of the Holders following a Change of Control Event Early redemption will be permitted at the option of the Holders if a change of control has occurred. Negative Pledge The Issuer undertakes not to provide certain security interests over the whole or any part of its assets to secure certain indebtedness (negative pledge), subject to certain customary exemptions. Events of Default The holders of the Notes are entitled to demand immediate redemption of the Notes upon the occurrence of certain events of default. Cross Default The holders of the Notes are also entitled to demand immediate redemption of the Notes in case the Issuer has defaulted under certain other payment obligations when due (cross default). Holders' Representative In accordance with the Act on Debt Securities (<i>Schuldverschreibungsgesetz</i> – "SchVG"), the Notes provide that the holders may by majority resolution appoint a representative for all holders (the "Holders' Representative"). The responsibilities and functions assigned to the Holders' Representative appointed by a resolution are determined by the SchVG and by majority resolutions of the holders. Status of the Notes (ranking) The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law. Limitations to the rights attached to the Notes Resolutions of Holders The Notes provide for resolutions of Holders pursuant to the SchVG.
C.9	Please see Element C.8	
	Nominal interest rate / date from which interest becomes payable and the	Interest The Notes bear interest from October 8, 2014, namely the 2021 Notes at a fixed rate of ● per cent. <i>per annum</i> payable in arrear on October 8 of each year commencing on October 8, 2015

	due dates for interest / where the rate is not fixed, description of the underlying on which it is based / maturity date /repayment procedures / indication of yield / name of representative of debt security holders	and the 2026 Notes at a fixed rate of ● per cent. <i>per annum</i> payable in arrear on October 8 of each year commencing on October 8, 2015. Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the 2021 Notes shall be redeemed at their specified denomination on October 8, 2021 and the 2026 Notes on October 8, 2026. Yield The yield of the 2021 Notes equals ● per cent <i>per annum</i> and the yield of the 2026 Notes equals ● per cent. <i>per annum</i>. Representative of Holder Not applicable, no Holders' Representative has been appointed in the terms and conditions of the Notes.
C.10	Please see Element C.9	
	Explanation how the value of the investment is affected in the case the Notes have a derivative component in the interest payment	Not applicable, there is no derivative component in the interest payment.
C.11	Application for the admission to trading	Application has been made for the Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.

Section D - Risks		
D.2	Key information on the key risks that are specific to the Issuer	Macroeconomic risk, socio-political and regulatory risks Growth of the sporting goods industry is highly dependent on consumer spending and consumer confidence. Economic downturns and socio-political factors such as civil unrest, nationalisation or expropriation, in particular in regions where adidas Group is highly represented, pose a significant risk to sales development. In addition, significant changes in the regulatory environment (e.g. trade restrictions, tax legislation, product quality and safety standards, etc.) could lead to potential sales shortfalls or cost increases. Risks related to distribution strategy The inability to appropriately influence in which channels adidas Group's products are sold constitute a continuous risk. Grey market activity, parallel imports or the distribution of its products on open online marketplaces could negatively affect its sales performance and the image of its brands. Dependency risks Risks arise from a dependence on particular suppliers, customers, products or even markets. Risks related to media and stakeholder activities adidas Group faces considerable risk if unable to uphold high levels of consumer awareness, affiliation and purchase intent for its brands. Adverse media coverage of its products or business practices, unfavourable stakeholder initiatives as well as negative social media discussion may significantly hurt adidas Group's and its brands' reputation and image which could eventually lead to a sales impact. Customer consolidation and cross-border expansion risks The adidas Group is exposed to risks from consolidation amongst retailers as well as the increase of retailers' own private label businesses. Competition risk Strategic alliances amongst competitors and/or retailers and intense competition for consumers and promotion partnerships from well-established industry peers and new market entrants (e.g. new brands, vertical retailers) pose a substantial risk to adidas Group. This could lead to harmful competitive behaviour, such as price wars in the marketplace or bidding wars for promotion partnerships. Sustained pricing pressure in one of adidas Group's key markets could threaten adidas Group's sales and profitability development. Aggressive competitive practices could also drive increases in marketing costs and market share

		losses, thus hurting adidas Group's profitability and market position. Consumer demand risk Consumer demand changes can be sudden and unexpected, particularly in adidas Group's fashion-related businesses. Because industry product procurement cycles average 12 to 18 months, adidas Group faces a risk of short-term revenue loss in cases where it is unable to respond quickly to such changes. Even more critical, however, is the risk of continuously overlooking a new consumer trend or failing to acknowledge its potential magnitude over a sustained period of time. Own-retail risk New own-retail stores require a higher portion of fixed costs compared to adidas Group's wholesale business and may thus cause a larger profitability impact in cases of significant sales declines. Logistics risks Any interruption of adidas Group's logistics processes could negatively affect adidas Group's ability to fulfil orders and deliver products, leading to sales shortfalls, additional costs and deterioration of customer relationships. Marketing risks Unaligned product creation, product range development, go-to-market or brand communication processes could lead to additional costs, suboptimal sales performance and the inability to resonate with the consumer. Customer relationship risks Failure to establish and maintain strong relationships with retailers could have substantial negative effects on adidas Group's wholesale activities and thus adidas Group's business performance. Sales and pricing risks It is paramount to successfully convert orders into sales, drive sell-through at the point of sale and have product prices that are competitive in the marketplace. Failure to do so would result in sales and profit shortfalls. In addition, price increases required to compensate for higher product costs might not be realised in the marketplace, leading to margin declines. Supplier risks Almost the entire adidas Group product offering is sourced through independent suppliers, mainly located in Asia. Business interruptions following the underperformance of a supplier or a supplier default could pose risks to the Issuer's business.
--	--	---

		Inventory risks adidas Group is exposed to inventory risks relating to misjudging consumer demand at the time of production planning. A sudden decline in demand has the potential to cause excess inventories. Similarly, a sudden increase in demand can lead to product shortfalls at the point of sale, resulting in the risk of missed sales opportunities and/or customer and consumer disappointment. Hazard risks adidas Group is exposed to external risks such as natural disasters, epidemics, fire, accidents and malicious acts. Personnel risks Loss of key personnel in strategic positions and the inability to identify, recruit and retain sufficient highly qualified and skilled people pose substantial risks to adidas Group's business performance. IT risks Key business processes, including product marketing, order management, warehouse management, invoice processing, customer support and financial reporting are all dependent on IT systems. A significant systems outage or loss of data could result in considerable business disruptions. Product innovation and development risks If adidas Group fails to maintain a pipeline of new innovative products over a sustained period of time, adidas Group could suffer a significant sales decline. Risks related to rising input costs Raw material and labour costs account for approximately 70 per cent. of adidas Group's cost of sales. Prices of materials such as rubber, cotton, polyester and those which closely correlate with the oil price are especially subject to the risk of price changes. Currency risks Translation impacts from the conversion of non-euro-denominated sales and margins into adidas Group's functional currency, the euro, might lead to a material negative impact on adidas Group's financial performance. Risks related to competition, trade and customs regulations Numerous laws and regulations regarding competition, trade and customs affect adidas Group's business practices worldwide. Non-compliance with regulations concerning fair competition, pricing, advertising or product imports could lead to substantial financial penalties and additional costs as well as negative media coverage and therefore reputational damage.
--	--	--

		Social and environmental risks Human rights violations, dubious employment practices as well as environmentally harmful production processes can have a significant impact on the reputation and operational efficiency of adidas Group and its suppliers. Risks related to product counterfeiting and imitation adidas Group's brands are frequent targets for counterfeiting and imitation, which leads to the loss of sales and the potential damage to brand reputation. Product quality risks adidas Group faces a risk of selling defective products, which may result in injury to consumers and/or damage to brand image. Fraud and corruption risks adidas Group faces the risk that its employees breach rules and standards that guide appropriate and responsible business behaviour. This includes the risks of fraud, financial misstatements or manipulation, bribery and corruption.
D.3	Key information on the key risks that are specific to the securities	Notes may not be a suitable investment for all investors The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. Liquidity Risk There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons. Risk of early redemption The Notes may be redeemed at the option of the Issuer (i) for reasons of taxation or (ii) at the option of the Issuer within the last three months prior to the maturity date of the Notes as more fully described in the terms and conditions of the Notes. In the event that the Issuer exercises the option to redeem the Notes, holders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms. Furthermore, the terms and conditions of the Notes foresee that, in the case of a change of control event and if 80 per cent. or more in principal amount of the Notes have been redeemed due to a change of control and in accordance with the applicable early redemption right of the holders, or have been otherwise repurchased and cancelled, the Issuer will have the right to redeem the remaining Notes.

		Market Price Risk Holders are exposed to the risk of an unfavourable development of market prices of his Notes which materialises if such holder sells the Notes prior to the final maturity of such Notes. Market value of Notes linked to Issuer's creditworthiness If the likelihood that the Issuer will be in position to perform fully all obligations under the Notes when they fall due decreases or is perceived to have decreased by market participants, third parties may only be willing to purchase Notes for lower prices. Currency Risk The holder of a Note denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Fixed Rate Notes The holder of a fixed rate note is exposed to the risk that the price of such fixed rate note falls as a result of changes in the market interest rate. Resolutions of Holders The holder of a Note is subject to the risk of being outvoted in a meeting of holders or the taking of votes without meeting and to lose rights against the Issuer in the case that other holders agree pursuant to the terms and conditions of the Notes to amendments of the terms and conditions of the Notes by majority vote. Holdings' Representative Since the Notes provide for the appointment of a Holdings' Representative (<i>gemeinsamer Vertreter</i>), it is possible that a holder may be deprived of its individual right to pursue and enforce its rights under the terms and conditions of the Notes against the Issuer. No restriction on the amount of debt which the Issuer may incur in the future There is no restriction on the amount of debt which the Issuer may issue which ranks equal to the Notes.
--	--	---

Section E – Offer		
E.2b	Reasons for the offer and use of proceeds when different from making profits and/or hedging certain risks	The Issuer intends to use the net proceeds from the offering of the Notes for its general business purposes.
E.3	Terms and conditions of the offer	The Notes will be offered during an offer period which will commence not earlier than October 6, 2014 and will be open until October 8, 2014 (the "Issue Date") subject to a shortening or extension of the offer period. The issue price, the aggregate principal amount of Notes to be issued, the number of Notes to be issued, the interest rate, the issue proceeds, and the yield of the Notes will be included in a notice which will be filed with the CSSF and the Luxembourg Stock Exchange and published on its website (www.bourse.lu) on or as soon as possible after the pricing date which is expected to be October 6, 2014 (the "Pricing Notice"). The denomination of the Notes is € 1,000. There are no conditions to which the offer is subject. Investors may submit their offers to buy Notes, using the information system Bloomberg or any other commonly used information systems or, following the publication of the Pricing Notice, through banking institutions in Luxembourg, Germany, The Netherlands or Austria. Any investor who has submitted an order in relation to the Notes whose order is accepted will receive a confirmation by electronic mail, fax or through commonly used information systems relating to the respective allotment of the Notes. Delivery of allocated Notes will be effected via book-entry against payment of the Issue Price.
E.4	A description of any interest that is material to the issue/offer including conflicting interests	Some of the Managers and/or their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with adidas, and have received, or may in the future receive, customary fees and commissions for these transactions.
E.7	Estimated expenses charged to the investor by the issuer or the offeror	Not applicable. The Issuer will not charge any expenses or taxes. Each investor has, however, to inform himself about taxes or expenses he (or she) may be subject to, e.g. deposit fees.

GERMAN TRANSLATION OF THE SUMMARY
ZUSAMMENFASSUNG

Zusammenfassungen setzen sich aus Offenlegungspflichten zusammen, die als "Elemente" bekannt sind. Diese Elemente sind in die Abschnitte A – E (A.1 – E.7) nummeriert.

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Elemente, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und Emittenten aufzunehmen sind. Da einige Elemente nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Element wegen der Art der Wertpapiere und des Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Elements keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Elements unter Bezeichnung als "entfällt" enthalten.

Abschnitt A – Einleitung und Warnhinweise		
A.1	Einführung	Warnhinweise, dass: • die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte; • sich der Anleger bei jeder Entscheidung in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen sollte; • ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und • zivilrechtlich nur die Emittentin haftet, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt hat, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	Zustimmung	Jeder von der Bayerische Landesbank, Deutsche Bank AG London Branch, J.P. Morgan Securities plc, Mizuho International plc, UniCredit Bank AG und gegebenenfalls weitere Finanzinstitute (zusammen die "Manager") und/oder jeder weitere Finanzintermediär, der die emittierten Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen im Großherzogtum Luxemburg, in der Bundesrepublik Deutschland, den Niederlanden und der Republik Österreich während der Angebotsperiode für den späteren Weiterverkauf oder die endgültige Platzierung vom 6. Oktober 2014 bis 8. Oktober 2014 zu verwenden, vorausgesetzt, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes in seiner jeweils

		gültigen Fassung (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, noch gültig ist. Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Bei der Nutzung des Prospektes hat jeder Manager und/oder jeweiliger weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet. Für den Fall, dass ein Manager und/oder weiterer Finanzintermediär ein Angebot macht, informiert dieser Manager und/oder weitere Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Anleihebedingungen der Schuldverschreibungen.
--	--	---

Abschnitt B – Emittentin		
B.1	Gesetzliche und kommerzielle Bezeichnung des Emittenten	Die gesetzliche Bezeichnung der Emittentin ist adidas AG (die " Emittentin "), die kommerzielle Bezeichnung der Emittentin lautet "adidas".
B.2	Sitz / Rechtsform / geltendes Recht/ Land der Gründung	Die Emittentin ist eine in Deutschland gegründete Aktiengesellschaft nach deutschem Recht und hat ihren eingetragenen Hauptsitz in der Adi-Dassler-Straße 1, 91074 Herzogenaurach, Deutschland.
B.4b	Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen sie tätig ist, auswirken	Im Jahr 2014 wird – trotz hoher wirtschaftlicher Unsicherheit, vor allem in den Schwellenländern – mit einem Wachstum der Weltwirtschaft und der Konsumausgaben gerechnet. Dies dürfte das weitere Wachstum und die anhaltende Expansion der Sportartikelbranche begünstigen. Die Sportartikelbranche dürfte insbesondere von der größten Sportveranstaltung der Welt, der FIFA Fußballweltmeisterschaft in Brasilien, profitieren. Dem gesamtwirtschaftlichen Trend entsprechend dürften die Konsumausgaben für Sportartikel in den Schwellenländern stärker wachsen als in den reiferen Märkten. Es wird erwartet, dass der Privatkonsum in vielen reifen Märkten im Jahr 2014 leicht steigen wird, was die moderate Expansion der Sportartikelbranche in diesen Märkten unterstützen wird. Den Prognosen zufolge wird der Inflationsdruck in den meisten Märkten relativ begrenzt ausfallen. Währungsabwertungen mehrerer Schwellenländer werden jedoch voraussichtlich langfristig zu wesentlichen Preissteigerungen in den betroffenen Ländern führen. Zudem werden Lohnsteigerungen in den Schwellenländern weiterhin erhebliche Kosten für die Branche mit sich bringen, insbesondere in den Beschaffungs- und Produktionsländern der Sportartikelindustrie.
B.5	Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe	Die Emittentin ist die Muttergesellschaft des adidas Konzerns ("adidas Konzern"). Der adidas Konzern beschäftigt mehr als 50.000 Mitarbeiter weltweit, von denen weniger als 11 % in Deutschland arbeiten. Der Konzern hat 161 Tochtergesellschaften weltweit.
B.9	Gewinnprognosen oder –schätzungen	Entfällt; es ist keine Gewinnprognose oder -schätzung verfügbar.
B.10	Einschränkungen im Bestätigungsvermerk	Entfällt; es bestehen keine Einschränkungen.

B.12	Ausgewählte wesentliche historische Finanzinformationen	Die folgende Aufstellung stellt die wichtigsten Finanzinformationen des adidas Konzerns dar, die aus den geprüften Konzernabschlüssen der Emittentin für die Geschäftsjahre, welche am 31. Dezember 2013 und am 31. Dezember 2012 endeten, und den ungeprüften konsolidierten Zwischenabschlüssen der Emittentin für die sechs Monate, die am 30. Juni 2014 und 30. Juni 2013 endeten, entnommen wurden.				
		1. Januar 2014 – 30. Juni 2014	1. Januar 2013 – 30. Juni 2013	Geschäftsjahr 2013	Geschäftsjahr 2012	
		(ungeprüft)		(geprüft)		
		(in Mio. €)				
	Umsatzerlöse	6.998	7.134	14.492	14.883	
	EBITDA ¹	665	823	1.523	1.445	
	Betriebsergebnis	523	693	1.202	920	
	Bilanzsumme	11.887	11.525	11.599	11.651	
	Auf Anteilseigner entfallendes Kapital	5.513	5.476	5.489	5.304	
	¹ EBITDA = Gewinn vor Steuern + Zinsaufwendungen (netto) + Abschreibungen und Wertminderungsaufwendungen (netto) auf materielle und immaterielle Vermögenswerte.					
	Eine Beschreibung jeder wesentlichen Verschlechterung in den Aussichten der Emittentin	Seit dem 31. Dezember 2013 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der Emittentin eingetreten.				
	Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der Emittentin	Am 31. Juli 2014 hat der adidas Konzern seine finanziellen Aussichten für das Geschäftsjahr 2014, unter Einbeziehung der anhaltenden Schwäche des Golfmarkts sowie den jüngsten Entwicklungen in Russland/GUS, aktualisiert. Zusätzlich gab das Management strategische Maßnahmen bekannt, die Einfluss auf die finanzielle Entwicklung des Konzerns im zweiten Halbjahr 2014 und 2015 haben werden. Infolgedessen wird erwartet, dass der Konzernumsatz im Jahr 2014 währungsbereinigt im mittleren bis hohen einstelligen Bereich wachsen wird. Das schwache Marktumfeld im Einzelhandel in der Kategorie Golf und der damit verbundene langsame Abverkauf älterer Bestände werden sich deutlich negativ auf die Segmentumsatzerlöse von TaylorMade-adidas Golf auswirken und die Entwicklung des Konzernumsatzes				

		insgesamt beeinträchtigen. Zudem werden sich Währungseffekte – insbesondere die Abwertung des Russischen Rubel – voraussichtlich negativ auf die Umsatzentwicklung des Konzerns auswirken.
B.13	Letzte Entwicklungen	Am 6. Mai 2014 hat der adidas Konzern bestätigt, dass ein gesteigertes Interesse hinsichtlich des Segments Rockport besteht, und er daher unter Einschaltung eines Finanzberaters Gespräche mit mehreren Parteien hierüber aufgenommen hat. Am 14. Juli 2014 hat der adidas Konzern den Abschluss eines langfristigen Promotion-Vertrags mit Manchester United F.C. verkündet. Die aus dem entsprechenden Vertrag resultierenden finanziellen Mindestverpflichtungen betragen 936 Mio. € über einen Zeitraum von zehn Jahren.
B.14	Bitte Punkt B.5 zusammen mit den unten stehenden Informationen lesen.	
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Es bestehen keine Abhängigkeiten zu anderen Unternehmen innerhalb des adidas Konzerns, da die Emittentin die Konzernobergesellschaft ist.
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die Emittentin und ihre Tochtergesellschaften entwerfen, entwickeln, produzieren und vertreiben – zunehmend durch eigene Einzelhandelsaktivitäten – ein breites Angebot von Sport- und Freizeitartikeln. Ihre Produktpalette erfasst Sportschuhe und Sportbekleidung, Golfzubehör und andere Sportausrüstung und -zubehör. Auf der Basis eigener Markteinschätzung ist der adidas Konzern weltweit das zweitgrößte Sportartikelunternehmen und unterhält eine vielfältige und weitreichende globale Präsenz. Der adidas Konzern hat seine Geschäftstätigkeit in sechs Segmente unterteilt: Großhandel, Einzelhandel, TaylorMade-adidas Golf, Rockport, Reebok CCM Hockey und Andere Zentral Geführte Marken. Das Großhandelssegment umfasst alle Geschäftsaktivitäten, die im Zusammenhang mit dem Vertrieb von adidas und Reebok Produkten an Einzelhändler stehen. Das Einzelhandelssegment umfasst alle Geschäftsaktivitäten, die sich auf den Verkauf von adidas und Reebok Produkten an den Endkonsumenten im eigenen Einzelhandel sowie über eigene E-Commerce-Plattformen beziehen. Das Geschäftssegment TaylorMade-adidas Golf umfasst die Marken TaylorMade, adidas Golf, Adams Golf und Ashworth. Das Segment Andere Zentral Geführte Marken umfasst hauptsächlich die Geschäftsaktivität im Zusammenhang mit den Labels Y-3 und Porsche Design Sport by adidas, sowie die Geschäftsaktivitäten der Marke Five Ten im

		Bereich Outdoor-Action-Sport. Der adidas Konzern unterteilt seine Märkte in sechs Regionen: Westeuropa, Europäische Schwellenländer, Nordamerika, China, Andere Asiatische Märkte und Lateinamerika.
B.16	Beteiligung; Beherrschungs- verhältnis	Entfällt. Es bestehen an der Emittentin nach ihrer Kenntnis keine direkten oder indirekten Beteiligungen, welche es dem Beteiligungsinhaber ermöglichen würden, einen beherrschenden Einfluss auf adidas auszuüben.
B.17	Kreditratings des Emittenten oder seiner Schuldtitel	Entfällt; es gibt weder für die Emittentin noch für die Schuldtitel ein Rating.

Abschnitt C – Wertpapiere		
C.1	Gattung und Art der Wertpapiere, einschließlich der Wertpapierkennnummer (WKN)	Gattung und Art Die € ● ● % Schuldverschreibungen der Emittentin fällig 2021 (die "2021 Schuldverschreibungen") und die € ● ● % Schuldverschreibungen der Emittentin fällig 2026 (die "2026 Schuldverschreibungen" und zusammen mit den 2021 Schuldverschreibungen, die "Schuldverschreibungen") sind nicht besicherte Inhaberschuldverschreibungen. Wertpapierkennnummern 2021 Schuldverschreibungen ISIN: XS1114155283 Common Code: 111415528 WKN: A13R5D 2026 Schuldverschreibungen: ISIN: XS1114159277 Common Code: 111415927 WKN: A13R5E
C.2	Währung der Wertpapieremission	Die Schuldverschreibungen sind in Euro begeben.
C.5	Beschränkungen der freien Übertragbarkeit	Entfällt. Die Schuldverschreibungen sind frei übertragbar.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind, Rangfolge der Schuldverschreibungen und Einschränkungen der mit den Schuldverschreibungen verbundenen Rechte	Rechte, die mit den Schuldverschreibungen verbunden sind Jeder Inhaber von Schuldverschreibungen hat aus ihnen das Recht, Zahlungen von Zinsen und Kapital von der Emittentin zu verlangen, wenn diese Zahlungen gemäß den Anleihebedingungen fällig sind. Vorzeitige Rückzahlung aus Steuergründen Eine vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls die Emittentin zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen als Folge einer Änderung der deutschen Steuergesetze verpflichtet ist. Vorzeitige Rückzahlung nach Wahl der Emittentin Die 2021 Schuldverschreibungen können nach Wahl der Emittentin jederzeit während eines Zeitraums, der am 8. Juli 2021 beginnt und am Fälligkeitstag endet zu ihrem Nennbetrag zuzüglich aufgelaufener Zinsen zurückgezahlt werden. Die 2026 Schuldverschreibungen können nach Wahl der Emittentin jederzeit während eines Zeitraums, der am 8. Juli 2026 beginnt und am Fälligkeitstag endet zu ihrem Nennbetrag zuzüglich aufgelaufener Zinsen zurückgezahlt werden.

		werden. Vorzeitige Rückzahlung nach Wahl der Gläubiger infolge eines Kontrollwechsels Eine vorzeitige Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger ist zulässig, falls ein Kontrollwechsel stattfindet. Negativverpflichtung Die Emittentin verpflichtet sich – vorbehaltlich bestimmter gängiger Ausnahmen –, es zu unterlassen, bestimmte Sicherungsrechte über ihr ganzes Vermögen oder Teile davon zu bestellen, um damit bestimmte Verbindlichkeiten zu besichern (Negativverpflichtung). Kündigungsgründe Die Gläubiger sind berechtigt, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen, sobald bestimmte Kündigungsgründe vorliegen. Cross Default Die Gläubiger sind auch im Falle der Nichterfüllung bestimmter anderer Zahlungsverpflichtungen der Emittentin berechtigt, die sofortige Rückzahlung der Schuldverschreibungen zu verlangen (Drittverzugs-Bestimmung). Gemeinsamer Vertreter In Übereinstimmung mit dem Schuldverschreibungsgesetz ("SchVG") sehen die Schuldverschreibungen vor, dass die Gläubiger durch Beschluss einen gemeinsamen Vertreter (der "gemeinsame Vertreter") bestellen können. Die Aufgaben und Befugnisse des durch Beschluss bestellten gemeinsamen Vertreters bestimmen sich nach dem SchVG sowie den Mehrheitsbeschlüssen der Gläubiger. Status der Schuldverschreibungen (Rangfolge) Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende Gesetzesbestimmungen ein Vorrang eingeräumt wird. Beschränkungen der Rechte, die mit den Schuldverschreibungen verbunden sind Gläubigerversammlung Die Anleihebedingungen der Schuldverschreibung enthalten Bestimmungen zu Gläubigerbeschlüssen gemäß dem SchVG.
C.9	Bitte siehe Punkt C.8.	
	Nominaler Zinssatz / Datum, ab dem die Zinsen zahlbar werden	Zinsen Die Schuldverschreibungen werden vom 8. Oktober 2014 an verzinst, und zwar

	und Zinsfälligkeitstermine / Beschreibung des Basiswerts, auf den sich der Zinssatz stützt / Fälligkeits-termin und Rückzahlungs-verfahren / Angabe der Rendite / Name des Vertreters der Schuldtitelinhaber	die 2021 Schuldverschreibungen zu einem festen Zinssatz von ● % <i>per annum</i>, zahlbar nachträglich am 8. Oktober eines jeden Jahres beginnend ab dem 8. Oktober 2015 und die 2026 Schuldverschreibungen zu einem festen Zinssatz von ● % <i>per annum</i>, zahlbar nachträglich am 8. Oktober eines jeden Jahres beginnend ab dem 8. Oktober 2015. Fälligkeitstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die 2021 Schuldverschreibungen zum Betrag ihrer festgelegten Stückelung am 8. Oktober 2021 und die 2026 Schuldverschreibungen am 8. Oktober 2026 zurückgezahlt. Rendite Die Rendite der 2021 Schuldverschreibungen entspricht ● % <i>per annum</i> und die Rendite der 2026 Schuldverschreibungen entspricht ● % <i>per annum</i>. Name des Vertreters der Inhaber der Schuldverschreibungen Entfällt. In den Anleihebedingungen der Schuldverschreibung wurde kein gemeinsamer Vertreter bestimmt.
C.10	Bitte siehe Punkt C.9.	
	Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der Zinszahlung aufweisen	Entfällt. Die Zinszahlung weist keine derivative Komponente auf.
C.11	Antrag auf Zulassung zum Handel	Für die Schuldverschreibungen ist ein Antrag auf Zulassung zum Börsenhandel im regulierten Markt (<i>official list</i>) der Luxemburger Wertpapierbörse gestellt worden.

Abschnitt D – Risiken		
D.2	Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind	Gesamtwirtschaftliche, gesellschaftspolitische und regulatorische Risiken Wachstum in der Sportartikelindustrie hängt zu einem großen Teil von den Ausgaben der Verbraucher und dem Vertrauen der Verbraucher ab. Wirtschaftlicher Abschwung und sozio-politische Faktoren, wie Unruhen, Verstaatlichung oder Enteignungen, speziell in Regionen, in denen der adidas Konzern stark vertreten ist, stellen ein erhebliches Risiko für die Verkaufsentwicklung dar. Zusätzlich können erhebliche Änderungen der gesetzlichen Rahmenbedingungen (z.B. Handelsbeschränkungen, Steuergesetzgebung, Produktqualität und Sicherheitsstandards etc.) zu Verkaufsrückgängen oder einer Erhöhung der Kosten führen. Risiken in Bezug auf die Vertriebsstrategie Ein kontinuierliches Risiko stellt die Tatsache dar, dass nicht angemessen beeinflusst werden kann, in welchen Vertriebskanälen die Produkte des adidas Konzerns verkauft werden. Aktivitäten auf dem grauen Markt, Parallelimporte oder die Verbreitung der Produkte über Onlinemarktplätze sind geeignet, einen negativen Effekt auf die Verkaufsbilanz und das Image der Marken zu haben. Abhängigkeitsrisiken Die Abhängigkeit von bestimmten Zulieferern, Kunden, Produkten oder auch Märkten birgt Risiken in sich. Risiken in Verbindung mit Medien- und Stakeholder-Aktivitäten Ein nicht zu vernachlässigendes Risiko besteht, soweit der adidas Konzern nicht in der Lage ist, Bewusstsein für die Wünsche der Verbraucher, Treue zur Marke und Kaufbereitschaft auf einem gleichbleibend hohen Niveau zu halten. Ungünstige mediale Berichterstattung über seine Produkte oder Geschäftspraktiken, unvorteilhafte Stakeholder-Initiativen sowie negative Diskussionen in sozialen Medien können sowohl dem Ruf als auch dem Markenimage des adidas Konzerns erheblich schaden und letztlich zu Umsatzeinbußen führen. Risiken aus Kundenkonsolidierung und grenzüberschreitender Expansion Der adidas Konzern ist Risiken aufgrund Konsolidierung von Einzelhändlern ausgesetzt. Auch die vermehrten Geschäftstätigkeiten einiger Einzelhändler mit eigenen Marken und Labels stellen Risiken für den adidas Konzern dar. Wettbewerbsrisiken Der adidas Konzern ist einem erheblichen Risiko aufgrund strategischer Allianzen zwischen Wettbewerbern und/oder Einzelhändlern ausgesetzt. Auch der intensive Wettbewerb um Konsumenten und Promotion-Partnerschaften zwischen etablierten Branchenakteuren und neuen Marktteilnehmern (z.B. neue Marken, vertikale Einzelhändler) stellt ein beträchtliches Risiko für den adidas Konzern dar. Dies kann zu schädlichem

		Wettbewerbsverhalten wie z.B. Preisschlachten am Markt oder Bieterkämpfen um Promotion-Partnerschaften führen. So kann ein anhaltender Preiskampf in einem für den adidas Konzern wichtigen Markt die Entwicklung von Umsatz und Profitabilität gefährden. Aggressives Wettbewerbsverhalten könnte außerdem höhere Marketingkosten und Verlust von Marktanteilen nach sich ziehen, was wiederum der Profitabilität sowie der Marktposition des adidas Konzerns schaden kann. Risiken durch Änderungen der Konsumentennachfrage Die Konsumentennachfrage kann sich schnell und unerwartet ändern, insbesondere in den modebezogenen Geschäftsbereichen des adidas Konzerns. Da die durchschnittlichen Produktbeschaffungszyklen in der Branche bei 12 bis 18 Monaten liegen, besteht für den adidas Konzern das Risiko eines kurzfristigen Umsatzverlustes, wenn es nicht in der Lage ist, schnell genug auf solche Nachfrageänderungen zu reagieren. Noch kritischer allerdings ist das Risiko, einen neuen Konsumententrend dauerhaft zu verpassen oder das potenzielle Ausmaß des Trends über einen längeren Zeitraum nicht zu erkennen. Risiken im Zusammenhang mit dem eigenen Einzelhandel Neue eigene Einzelhandelsgeschäfte erfordern einen höheren Anteil von Fixkosten gegenüber dem Großhandelsgeschäft des adidas Konzerns und können daher im Falle deutlicher Umsatzeinbußen eine größere Auswirkung auf die Profitabilität nach sich ziehen. Logistikrisiken Jede Störung der Logistikprozesse des adidas Konzerns kann sich negativ auf die Auftragserfüllung und Lieferfähigkeit des adidas Konzerns auswirken. Die Folgen könnten Umsatzausfälle, zusätzliche Kosten sowie die Verschlechterung von Kundenbeziehungen sein. Marketingrisiken Sind Produktentwicklung, Sortimentzusammenstellung, Marketingstrategien und Markenkommunikationsprozesse nicht aufeinander abgestimmt, könnte dies zusätzliche Kosten, eine suboptimale Umsatzentwicklung und eine unzureichende Attraktivität für den Konsumenten zur Folge haben. Kundenbeziehungsrisiken Das Versäumnis, gute Beziehungen zu Einzelhändlern aufzubauen und zu pflegen, könnte erhebliche negative Auswirkungen auf Großhandelsaktivitäten des adidas Konzerns und damit auf die Geschäftsentwicklung des Konzerns haben. Umsatz- und Preisgestaltungsrisiken Kundenbestellungen müssen in Umsatz umgewandelt, der Durchverkauf am Point-of-Sale gefördert und die Produktpreise so gesetzt werden, dass sie im jeweiligen Markt wettbewerbsfähig sind. Andernfalls drohen Umsatz- und Gewinnausfälle. Unter Umständen können etwa auch steigende Produktkosten nicht durch höhere Preise auf dem Markt kompensiert werden,
--	--	--

		wodurch die Margen geringer ausfallen. Zuliefererrisiken Der adidas Konzern bezieht sein Produktangebot fast vollständig von unabhängigen Zulieferern, die vorrangig in Asien ansässig sind. Geschäftsunterbrechungen, die darauf zurück zu führen sind, dass ein Zulieferer die Anforderungen nicht erfüllt oder ganz ausfällt, können Risiken für das Geschäft der Emittentin darstellen. Lagerbestandsrisiken Der adidas Konzern ist Lagerbestandsrisiken ausgesetzt, die im Zusammenhang mit einer möglichen Fehleinschätzung der Verbrauchernachfrage zum Zeitpunkt der Produktionsplanung stehen. Ein plötzlicher Nachfragerückgang kann Überbestände verursachen. In ähnlicher Weise kann ein plötzlicher Anstieg der Nachfrage dazu führen, dass die nachgefragten Produkte am Point of-Sale nicht verfügbar sind. In einer solchen Situation würden der adidas Konzern Umsatzchancen verpassen bzw. Kunden und Konsumenten enttäuschen. Risiken durch außergewöhnliche externe Störfälle Der adidas Konzern ist externen Risiken wie beispielsweise Naturkatastrophen, Epidemien, Feuer, Unfällen und böswilligen Handlungen ausgesetzt. Personalrisiken Der Verlust von Mitarbeitern in strategisch wichtigen Positionen sowie die Unfähigkeit, sehr talentierte und geeignete Mitarbeiter zu identifizieren, einzustellen und zu binden, stellen wesentliche Risiken für die Geschäftsentwicklung des adidas Konzerns dar. IT-Risiken Wichtige Geschäftsabläufe benötigen IT-Systeme – von Produktmarketing über die Bestell- und Lagerverwaltung bis hin zu Rechnungsbearbeitung, Kundenservice und Finanzberichterstattung. Ein schwerwiegender Systemausfall oder ein wesentlicher Datenverlust könnte zu gravierenden Geschäftsunterbrechungen führen. Risiken bei Produktinnovation und –entwicklung Falls der adidas Konzern über einen längeren Zeitraum versäumt, kontinuierlich innovative Produkte zu entwickeln, könnte der adidas Konzern einen beträchtlichen Umsatzrückgang erleiden. Risiken durch steigende Estandskosten Rohstoff- und Lohnkosten machen etwa 70 % der Umsatzkosten des adidas Konzerns aus. Vor allem Materialien wie Gummi, Baumwolle, Polyester sowie Rohstoffe, deren Preis eng mit dem Ölpreis korreliert, unterliegen dem Risiko von Preisschwankungen. Währungsrisiken Währungseffekte aus der Umrechnung von Ergebnissen, die nicht auf Euro
--	--	---

		lauten, die funktionale Währung des Konzerns, könnten den Euro, negativ beeinflussen und zu einer wesentlichen negativen Auswirkung auf die Finanzergebnisse des Konzerns führen. Risiken in Verbindung mit Wettbewerbs-, Handels- und Zollbestimmungen Eine Vielzahl von Gesetzen und Bestimmungen zu Wettbewerb, Handel und Zollangelegenheiten hat Einfluss auf die weltweiten Geschäftspraktiken des adidas Konzerns. Verstöße gegen Regelungen in Bezug auf fairen Wettbewerb, Preisgestaltung, Werbung oder Produkteinführen können erhebliche Bußgelder, zusätzliche Kosten sowie negative mediale Berichterstattung und damit verbundene Reputationsschäden nach sich ziehen. Sozial- und Umweltrisiken Verstöße gegen die Menschenrechte, zweifelhafte Beschäftigungspraktiken und umweltschädliche Produktionsverfahren – können sowohl Ansehen als auch operative Effizienz des adidas Konzerns sowie seiner Zulieferer stark beeinträchtigen. Risiken in Verbindung mit Produktfälschungen und –nachahmungen Die Marken des adidas Konzerns sind häufig von Fälschungen und Nachahmungen durch Dritte betroffen, die zu Umsatzeinbußen und potenziellen Schädigungen des Markenimages führen. Produktqualitätsrisiken Der adidas Konzern ist dem Risiko möglicher Produktmängel ausgesetzt, die zu Verletzungen bei Konsumenten führen bzw. dem Ansehen der Marke schaden können. Risiken von Betrug und Korruption Es besteht die Gefahr, dass Mitarbeiter gegen Richtlinien und Standards für ein angemessenes und verantwortungsbewusstes Geschäftsbegehren verstoßen. Dazu zählt auch das Risiko von Betrug, Falschdarstellungen oder Manipulation von Finanzdaten bzw. Bestechung und Korruption.
D.3	Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind	Schuldverschreibungen als nicht für jeden Anleger geeignetes Investment Die Schuldverschreibungen sind unter Umständen nicht für jeden Anleger eine geeignete Kapitalanlage. Jeder potentielle Anleger in Schuldverschreibungen muss die Geeignetheit dieser Investition unter Berücksichtigung seiner eigenen Lebensverhältnisse einschätzen. Liquiditätsrisiko Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.

		Risiko vorzeitiger Rückzahlung Die Schuldverschreibungen können nach Wahl der Emittentin, wie in den Anleihebedingungen näher beschrieben, (i) aus steuerlichen Gründen oder (ii) innerhalb der letzten drei Monate vor dem Fälligkeitstag vorzeitig zurückgezahlt werden. Falls die Emittentin von ihrem Recht zur vorzeitigen Rückzahlung Gebrauch macht, kann es dazu kommen, dass für die Gläubiger die Rendite niedriger als erwartet ausfällt und dass ihnen eine Re-Investition zu gleichen Bedingungen nicht möglich ist. Weiterhin sehen die Anleihebedingungen vor, dass der Emittentin ein Recht zur Ablösung der restlichen ausstehenden Schuldverschreibungen zusteht, wenn ein Kontrollwechselereignis eingetreten ist und 80 % oder mehr des Nennbetrages der Schuldverschreibungen aufgrund des Kontrollwechsels in Übereinstimmung mit dem entsprechenden frühzeitigen Rückzahlungsrecht abgelöst wurden oder anderweitig zurückgekauft oder gekündigt wurden. Marktpreisrisiko Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich realisieren kann, wenn dieser Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert. Marktwert der Schuldverschreibungen gekoppelt an der Kreditwürdigkeit der Emittentin Wenn die Wahrscheinlichkeit abnimmt, dass die Emittentin in der Lage sein wird ihren Verpflichtungen aus den Schuldverschreibungen vollständig nachzukommen, oder die Wahrnehmung bei Marktteilnehmern hierzu abnimmt, dürften Dritte nur bereit sein die Schuldverschreibungen zu einem niedrigeren Preis zu kaufen. Währungsrisiko Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite solcher Schuldverschreibungen beeinflussen können. Festverzinsliche Schuldverschreibungen Der Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen festverzinslichen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt. Gläubigerbeschlüsse Ein Gläubiger von Schuldverschreibungen ist dem Risiko ausgesetzt überstimmt zu werden und seine Rechte gegen die Emittentin für den Fall zu verlieren, dass andere Gläubiger durch Mehrheitsbeschluss, in der Gläubigerversammlung oder bei einer Abstimmung ohne Gläubigerversammlung, beschließen, die Anleihebedingungen der Schuldverschreibung zu ändern.
--	--	--

		Gemeinsamer Vertreter Für den Fall der Bestellung eines gemeinsamen Vertreters für alle Gläubiger, kann ein einzelner Gläubiger die Möglichkeit verlieren seine Rechte aus den Anleihebedingungen der Schuldverschreibung, im Ganzen oder zum Teil, gegen die Emittentin geltend zu machen oder durchzusetzen. Keine Beschränkung hinsichtlich der zukünftigen Schuldenaufnahme der Emittentin Es gibt keine Beschränkung hinsichtlich der zukünftigen Emission von gleichrangigen Schuldverschreibungen durch die Emittentin.
--	--	--

Abschnitt E – Angebot		
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen	Die Emittentin beabsichtigt, den Nettoemissionserlös aus dem Angebot der Schuldverschreibungen für allgemeine operative Zwecke zu verwenden.
E.3	Beschreibung der Angebots-konditionen	Die Schuldverschreibungen werden innerhalb einer Zeichnungsfrist angeboten, die nicht vor dem 6. Oktober 2014 beginnt und bis zum 8. Oktober 2014 (der "Emissionstag") dauern wird, vorausgesetzt es findet keine Verkürzung oder Verlängerung der Zeichnungsfrist statt. Der Ausgabepreis, der Gesamtnennbetrag der zu begebenden Schuldverschreibungen, die Anzahl der zu begebenden Schuldverschreibungen, der Zinssatz, der Nettoemissionserlös vor Berücksichtigung der Gesamtkosten sowie die Rendite werden in der Mitteilung berücksichtigt, welche bei der CSSF und der Luxemburger Wertpapierbörse eingereicht und auf deren Webseite (www.bourse.lu) am oder so bald wie möglich nach dem Tag der Preisfestsetzung, welcher der 6. Oktober 2014 sein soll ("Pricing Notice"), veröffentlicht wird. Der Nennbetrag der Schuldverschreibungen beträgt € 1.000. Das Angebot unterliegt keinen Bedingungen. Anleger können ein Angebot zum Kauf der Schuldverschreibungen durch Nutzung des Informationssystems Bloomberg oder eines anderen üblicherweise verwendeten Informationssystems oder nach Veröffentlichung der Pricing Notice über Bankinstitutionen in Luxemburg, Deutschland, den Niederlanden oder Österreich übermitteln. Jeder Anleger, der ein Angebot bezüglich der Schuldverschreibungen abgegeben hat und dessen Angebot angenommen wurde, erhält bezüglich der Zuteilung der Schuldverschreibungen eine Bestätigung per E-Mail, Fax oder über ein anderes üblicherweise für die Zuteilung verwendetes Informationssystem. Die Lieferung zugeteilter Schuldverschreibungen erfolgt durch Buchung Zug-um-Zug gegen Zahlung des Emissionspreises.
E.4	Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen	Einige der Manager oder deren Konzerngesellschaften haben in der Vergangenheit und werden in der Zukunft im Verlauf ihrer normalen Geschäftstätigkeit Investmentbankinggeschäfte oder andere Geschäfte mit adidas eingehen und haben bzw. werden in Zukunft dafür marktübliche Gebühren erhalten.
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden	Nicht anwendbar. Die Emittentin wird keine Gebühren oder Steuern erheben. Jeder Investor muss sich aber selbst über Steuern oder Gebühren informieren, denen er unterliegen kann, wie zum Beispiel Depotgebühren.

RISK FACTORS

Risks relating to the Issuer

Macroeconomic, socio-political and regulatory risks

Growth of the sporting goods industry is highly dependent on consumer spending and consumer confidence. Economic downturns and socio-political factors such as civil unrest, nationalisation or expropriation, in particular in regions where the Group is highly represented, pose a significant risk to sales development. In addition, significant changes in the regulatory environment (e.g. trade restrictions, tax legislation, product quality and safety standards, etc.) could lead to potential sales shortfalls or cost increases.

Risks related to distribution strategy

The inability to appropriately influence in which channels the Group's products are sold constitute a continuous risk. Grey market activity, parallel imports or the distribution of the Group's products on open online marketplaces could negatively affect the Group's sales performance and the image of the Group's brands. Furthermore, weakly defined segmentation and channel strategies could lead to an unhealthy utilisation of the Group's multiple distribution channels as well as retaliation from customers.

Dependency risks

Risks arise from a dependence on particular suppliers, customers, products or even markets. An over-reliance on a supplier for a substantial portion of the Group's volume, or an over-dependence on a particular customer, increases the Group's vulnerability to delivery and sales shortfalls and could lead to significant margin pressure. Similarly, a strong dependence on certain products or markets could make the Group more susceptible to swings in consumer demand or changes in the market environment. Despite the Group's global diversification, which reduces reliance on a particular market as far as possible, the Group still remains vulnerable to negative developments in key sales markets such as Russia/CIS, China or North America as well as important sourcing countries.

Risks related to media and stakeholder activities

The Group faces considerable risk if it is unable to uphold high levels of consumer awareness, affiliation and purchase intent for its brands. Adverse media coverage of its products or business practices, unfavourable stakeholder initiatives as well as negative social media discussion may significantly hurt the Group's reputation and brand image and eventually lead to a sales impact.

Customer consolidation and cross-border expansion / private label risks

The Group is exposed to risks from consolidation amongst retailers as well as the increase of retailers' own private label businesses. In addition, several key accounts, particularly in Europe, continue to expand internationally while centralising their purchasing activities. As a result, the Group may experience a reduction in its bargaining power, reduced shelf space allocation from retailers and lower sales and margin due to price arbitrage.

Competition risks

Strategic alliances amongst competitors and/or retailers and intense competition for consumers and promotion partnerships from well-established industry peers and new market entrants (e.g. new brands, vertical retailers) pose a substantial risk to adidas Group. This could lead to harmful competitive behaviour, such as price wars in the marketplace or bidding wars for promotion partnerships. Sustained pricing pressure in one of the Group's key markets could threaten the Group's sales and profitability development. Aggressive competitive practices could also drive increases in marketing costs and market share losses, thus hurting the Group's profitability and market position.

Consumer demand risks

Consumer demand changes for sporting goods products can be sudden and unexpected, particularly in the Group's fashion-related businesses. Because industry product procurement cycles average 12 to 18 months, the Group faces a risk of short-term revenue loss in cases where it is unable to respond quickly to such changes. Even more critical, however, is the risk of continuously overlooking a new consumer trend of failing to acknowledge its potential magnitude over a sustained period of time.

Own-retail risks

New own-retail stores require considerable up-front investment in furniture and fixtures as well as ongoing maintenance. In addition, own-retail activities often require longer-term lease or rent commitments. Retail also employs significantly more personnel in relation to sales than the Group's wholesale business. The higher portion of fixed costs compared to the Group's wholesale business may cause a larger profitability impact in cases of significant sales declines. Success in own-retail is predominantly related to the skills and performance of the Group's employees. High turnover of staff as well as a lack of the required skills and qualifications of own-retail employees could negatively affect sales and profitability. In addition, delayed openings of poorly executed store operations could also lead to sales shortfalls and also negatively impact brand image. Furthermore, inability to secure appropriate store locations may result in a slower than expected sales development.

Logistics risks

As a global company with business operations in numerous countries, the Group requires well-functioning logistics processes, from the supplier to the Group's warehouses and from the Group's distribution centres to the customer. Any interruption of these processes could negatively affect the Group's ability to fulfil orders and deliver products, leading to sales shortfalls, additional costs and deterioration of customer relationships. Inability to secure transportation or warehousing capacity could disrupt the flow of goods.

Marketing risks

Flawless execution of marketing activities is critical to the success of the Group and its brands. Therefore, unaligned product creation, product range development, go-to-market or brand communication processes could lead to additional costs, suboptimal sales performance and the inability to resonate with the consumer as desired. Poorly executed marketing activities may also result in negative media coverage and hurt brand image. Similarly, inadequate or insufficient investment in brand-building could negatively affect the Group's ability to maintain brand momentum and the Group's competitive edge in the marketplace.

Customer relationship risks

Failure to establish and maintain strong relationships with retailers could have substantial negative effects on the Group's wholesale activities and thus the Group's business performance.

Sales and pricing risks

To achieve the Group's sales and profitability goals, it is paramount to successfully convert orders into sales, drive sell-through at the point of sale and have product prices that are competitive in the marketplace. Failure to do so would result in sales and profit shortfalls. In addition, price increases required to compensate for higher product costs might not be realised in the marketplace, leading to margin declines.

Supplier risks

Almost the entire adidas Group product offering is sourced through independent suppliers, mainly located in Asia. Business interruptions following the potential underperformance of a supplier or a potential supplier default or failure of its suppliers to adhere to social and environmental standards could have a negative effect on the business operations of adidas Group.

Inventory risks

As the Group places initial production orders around six months in advance of delivery, adidas Group is exposed to inventory risks relating to misjudging consumer demand at the time of production planning. A sudden decline in demand has the potential to cause excess inventories. This can have negative implications for the financial performance of the Group, including higher levels of clearance activity and inventory obsolescence as well as reduced liquidity due to higher operating working capital requirements. Similarly, a sudden increase in demand can lead to product shortfalls at the point of sale. In this situation, Group faces the risk of missed sales opportunities and/or customer and consumer disappointment, which could lead to a reduction in brand loyalty and hurt Group's reputation. In addition, the Group faces potential profitability impacts from additional costs such as airfreight in efforts to speed up replenishment.

Hazard risks

The Group is exposed to external risks such as natural disasters, epidemics, fire, accidents and malicious acts. Physical damage to the Group's or the Group suppliers' premises, productions units, warehouses and stock in transit can lead to business interruption.

Personnel risks

Achieving the Group's goal of becoming the global leader in the sporting goods industry is highly dependent on the Group's employees and their talents. In that respect, diversity is critical to the Group's success. Low employee engagement and the failure to maintain a performance-oriented culture could also substantially impede the Group's ability to achieve its goals. Furthermore, the loss of key personnel in strategic positions and the inability to identify, recruit and retain sufficient highly qualified and skilled people pose substantial risks to the Group's business performance. Unattractive or non-competitive management and employee remuneration may exacerbate these risks. In addition, a lack of sufficient training opportunities and inadequate communication of critical know-how might lead to a loss of key capabilities.

IT risks

Key business processes, including product marketing, order management, warehouse management, invoice processing, customer support and financial reporting are all dependent on IT systems. A significant systems outage or loss of data could result in considerable business disruptions. Ineffective project management could delay the execution of projects critical to the Group or make them more expensive than planned. Virus or malware attacks could also lead to systems disruption and may result in the loss of business-critical and/or confidential information.

Product innovation and development risks

Innovative and attractive products generate strong sales and, more importantly, create a halo effect for other products. Furthermore, fulfilling the highest standards in terms of product quality and safety is critical to sustainable commercial success, and forms an integral part of the product design and development phase. The speed with which new product technologies and fresh designs are brought to the market is decisive for maintaining competitive advantage. If the Group fails to maintain a pipeline of new innovative products over a sustained period of time, the Group could suffer a significant sales

decline. Innovation is a key success factor in the sporting goods industry and shortcomings regarding product innovation, design and development pose a substantial risk to all industry players.

Risks related to rising input costs

Raw material and labour costs account for approximately 70 per cent. of the Group's cost of sales. Prices of materials such as rubber, cotton, polyester and products that closely correlate with the oil price are especially subject to the risk of price changes. As the Group's ordering process and price negotiations typically take place around six months prior to production, the Group's sourcing function has visibility and reaction time to reflect any significant changes in input costs in its planning.

Currency risks

Currency risks for adidas Group are a direct result of multi-currency cash flows within the Group. Furthermore, translation impacts from the conversion of non-euro-denominated sales and margins into the Group's functional currency, the euro, might lead to a material negative impact on the Group's financial performance. The biggest single driver behind this risk results from the mismatch of the currencies required for sourcing the Group's products versus the denominations of its sales. The vast majority of the Group's sourcing expenses are in U.S. dollars while sales are denominated in other currencies to a large extent.

Risks related to competition, trade and customs regulations

Numerous laws and regulations regarding competition, trade and customs affect the Group's business practices worldwide. Non-compliance with regulations concerning fair competition, pricing, advertising or product imports could lead to substantial financial penalties and additional costs as well as negative media coverage and therefore reputational damage.

Social and environmental risks

The Group has a responsibility to its employees, suppliers and the environment. Malpractice in these areas, in particular human rights violations, dubious employment practices as well as environmentally harmful production processes can have a significant impact on the reputation and operational efficiency of the Group and its suppliers.

Risks related to product counterfeiting and imitation

As popular consumer brands which rely on technological and design innovation as defining characteristics, the Group's brands are frequent targets for counterfeiting and imitation. Counterfeiting and imitation can lead to losses of sales and the potential damage to brand reputation.

Product quality risks

The Group faces a risk of selling defective products, which may result in injury to consumers and/or damage to brand image.

Fraud and corruption risks

The Group faces the risk that its employees breach rules and standards that guide appropriate and responsible business behavior. This includes the risk of fraud, financial misstatements or manipulation, bribery and corruption.

Risks relating to the Notes

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, *inter alia*, the following risks:

Notes may not be a suitable investment for all Investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms and conditions of the Notes and the contents of this Prospectus; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity Risk

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the official list of the Luxembourg Stock Exchange. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time or at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Risk of Early Redemption

The Notes may be redeemed at the option of the Issuer (in whole, but not in part) at the principal amount of the Notes plus accrued interest to the date fixed for redemption, (i) for reasons of taxation or (ii) at the option of the Issuer within the last three months prior to the maturity date of the Notes, as more fully described in the Conditions of Issue. In the event that the Issuer exercises the option to redeem the Notes, the Holders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

Furthermore, the terms and conditions of the Notes foresee that, in the case of a change of control event and if 80 per cent. or more in the aggregate principal amount of the Notes then outstanding have been redeemed due to a change of control and in accordance with the applicable early redemption right of the holders, or have been otherwise repurchased and cancelled, the Issuer will have the right to redeem the remaining Notes.

Market Price Risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the Note. The Holders are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the Holders sell the Notes prior to the final maturity. If a Holder decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the Conditions of Issue.

The market value of the Notes could decrease if the creditworthiness of adidas Group worsens

If, e.g., because of the materialisation of any of the risks regarding the Issuer, the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Group could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of said risk. Under these circumstances, the market value of the Notes will decrease.

Currency Risk

The Notes are denominated in euro. If such currency represents a foreign currency to a Holder, such Holder is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Fixed Rate Notes

The Notes bear a fixed interest rate. A Holder of fixed rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a fixed rate Note as specified in the Conditions of Issue is fixed during the life of the Notes, the current interest rate on the capital market typically changes on a daily basis. As the market interest rate changes, the price of fixed rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If, however, a Holder of the Notes holds its Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at the principal amount of the Notes.

Resolutions of Holders

Since the Notes provide for meetings of Holders or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder against the Issuer under the Conditions of Issue may be amended or reduced or even cancelled.

Holders' Representative

Since the Notes provide for the appointment of a Holders' Representative, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Conditions of Issue against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders.

No restriction on the amount of debt which the Issuer may incur in the future

There is no restriction on the amount of debt which the Issuer may issue which ranks equal to the Notes. Such issuance of further debt may reduce the amount recoverable by the Holders upon winding-up or insolvency of the Issuer or may increase the likelihood that the Issuer may or shall defer payments of interest under the Notes.

USE OF PROCEEDS

In connection with the offering of the 2021 Notes, the Issuer will receive net proceeds of approximately € ●. The Issuer intends to use the net proceeds for general corporate purposes including, but not limited to, repayment of existing debt, pre-funding of future debt maturities, pension funding via a contractual trust agreement, real estate investments, and/or returns to shareholders. The total expenses of the issue of the 2021 Notes are expected to amount to € 50,000.

In connection with the offering of the 2026 Notes, the Issuer will receive net proceeds of approximately € ●. The Issuer intends to use the net proceeds for general corporate purposes including, but not limited to, repayment of existing debt, pre-funding of future debt maturities, pension funding via a contractual trust agreement, real estate investments, and/or returns to shareholders.. The total expenses of the issue of the 2026 Notes are expected to amount to € 50,000.

GENERAL INFORMATION ON THE ISSUER

General Information

adidas AG is a stock corporation (Aktiengesellschaft) incorporated under the laws of Germany and registered in the commercial register of the local court (Amtsgericht) of Fürth under HRB 3868. The Issuer's address and registered office is at Adi-Dassler-Strasse 1, 91074 Herzogenaurach, Germany. The telephone number of its registered office is +49-(0)9132-84-0. adidas AG is the parent company of adidas Group. The shares of adidas AG are listed on all German stock exchanges. 100 per cent. of the shares of the Issuer are free-float.

Formation

adidas AG was established for an unlimited period of time on April 18, 1989 under the name of adidas Aktiengesellschaft (Stock Corporation) by transformation of the previous Adi Dassler Beteiligungsgesellschaft mit beschränkter Haftung (company with limited liability) and a subsequent merger with adidas Sportschuhfabriken Adi Dassler Stiftung & Co. KG on May 23, 1989. On May 23, 1989, it was renamed adidas AG. After the acquisition of the Salomon Group it was renamed adidas-Salomon AG on December 19, 1997. Since May 29, 2006, the company's name is adidas AG.

Fiscal Year

The fiscal year of the Issuer is identical with the calendar year.

Object of the Issuer

Pursuant to § 2 of its articles of association, the object of the Issuer is to produce and distribute textiles, sports and leisure shoes and equipment as well as products of related areas, and in addition the utilization of the registered trade mark adidas.

adidas AG is entitled to take all measures and effect all transactions which are suitable to further the corporate objects. This includes the establishment of branches as well as the acquisition and establishment of other companies as well as investments in such companies in Germany and abroad.

Auditors

KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, Germany, which is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*), has audited the consolidated financial statements of adidas AG as at December 31, 2012 and 2013 and for each of the two years then ended and rendered an unqualified report in each case.

Business

Overview

adidas AG, a listed German stock corporation, and its subsidiaries design, develop, produce and market – increasingly through own-retail activities – a broad range of athletic and sports lifestyle products. It is one of the world's leading sporting goods suppliers. Its product range covers sports footwear and apparel, golf hardware and other sports equipment and accessories. adidas Group is the world's second-largest sporting goods company and enjoys a diverse and widespread global presence.

adidas Group employs more than 50,000 people worldwide with less than 11 per cent. of them working in Germany. It has 161 subsidiaries worldwide. adidas Group aggregated its countries of operation into six geographies: Western Europe, European Emerging Markets, North America, Greater China, Other Asian Markets as well as Latin America.

adidas Group net sales for the fiscal year 2013 amounted to € 14.492 billion and were regionally divided as follows: Western Europe 26 per cent., European Emerging Markets 13 per cent., North America 23 per cent., Greater China 12 per cent., Other Asian Markets 15 per cent. and Latin America 11 per cent.

adidas Group has divided its operating activities into six segments: Wholesale, Retail, TaylorMade-adidas Golf, Rockport, Reebok-CCM Hockey and Other Centrally Managed Brands.

The Wholesale and Retail segments comprise the commercial activities of the adidas and Reebok brands. adidas and Reebok branded products include performance and lifestyle footwear, apparel and hardware such as bags and balls. The adidas brand, which consists of the sub-brands adidas Sport Performance and adidas Originals & Sport Style, generated 76 per cent. of Group sales in 2013. Reebok represented 11 per cent. of Group revenues, TaylorMade-adidas Golf accounted for 9 per cent., and Rockport and Reebok-CCM Hockey each for 2 per cent. of Group sales in 2013.

- With net sales of € 11.059 billion in 2013, the adidas brand is the main contributor to the Group's revenues. The adidas brand is well positioned in sports footwear, apparel and hardware. adidas is mainly targeting competitive sports based on innovation and technology with adidas Sport Performance. This sub-brand is the multisport specialist with the main objective to make athletes better. adidas develops and sells sports products for virtually all types of sport, especially in its five main categories: Football, Running, Basketball, Training and Outdoor. adidas Originals is the authentic, iconic sportswear label for the street and its philosophy is to "Celebrate Originality". adidas Sport Style offers consumer products from street fashion to high fashion, including the labels adidas NEO, Y-3 and Porsche Design Sport by adidas.
- With net sales of € 1.599 billion in 2013, Reebok is an American-inspired brand with a deep fitness heritage and the clear objective to become the world's leading fitness brand. The brand provides specialised products for key fitness activities, which allows Reebok to meet and engage with fitness consumers. Reebok applies a category-specific approach. Five key fitness categories, called "The House of Fitness", address this diversity: Fitness Training, Studio, Classics, Fitness Running and Walking. Reebok Classics leverages Reebok's fitness heritage and represents the roots of the brand in the sports lifestyle market.

The Wholesale segment comprises all business activities relating to the distribution of adidas and Reebok products to retail customers. The objective of the Wholesale channel is to deliver sustainable profitable market share growth in collaboration with third-party retailers. adidas Group strives to establish long-term partnerships with the most dynamic retailers, which include sporting goods chains, department stores, buying groups, lifestyle retail chains and e-tailers. Wholesale is facing a changing customer landscape, driven by further consolidation, increased cross-border retail activities and a digital shift in consumer behaviour.

The Retail segment comprises all business activities relating to the sale of adidas and Reebok products directly to end consumers through own retail and own e-commerce platforms. The Retail channel plays an increasingly important role for the future of adidas Group. adidas Group's vision for Retail is to become a top retailer by delivering healthy and sustainable growth. Over the past years, adidas Group has evolved into a significant retailer, operating 2,740 stores for the adidas and Reebok brands worldwide. The success of adidas Group's eCommerce strategy rests on its ability to attract, convert and retain the consumer in a highly competitive marketplace. Therefore, the Group will activate its key unique selling proposition by offering broad ranges with high size availability to showcase the depth of the Group's brands. adidas Group aims to attract consumers by having the right products and the right marketing at the right time through its e-shops. The Group's strategic priorities for eCommerce focus on its desire to become the premium online destination for the adidas and Reebok brands through an innovative shopping experience.

The Other Centrally Managed Brands segment primarily includes the business activities of the labels Y-3 and Porsche Design Sport by adidas as well as the business activities of the brand Five Ten in the outdoor action sports sector.

TaylorMade-adidas Golf comprises the brands TaylorMade, adidas Golf, Adams Golf and Ashworth. TaylorMade designs, develops and distributes primarily golf clubs, balls and accessories. adidas Golf branded products include footwear, apparel and accessories. Adams Golf designs and distributes mainly golf clubs as well as a small range of accessories. Ashworth designs and distributes men's and women's golf-inspired apparel and footwear. With net sales of € 1.285 billion in 2013, TaylorMade-adidas Golf is one of the largest golf equipment, apparel and footwear company in the world. The segment consists of four of the game's most widely known and respected brands: TaylorMade, adidas Golf, Adams Golf and Ashworth. Each brand's strategy is to develop and commercialise innovative, technologically advanced stylish products, and to build awareness and demand for these products through high-level visibility on the world's professional golf tours. TaylorMade-adidas Golf offers a full range of high-quality golf hardware in the premium price segment – clubs, balls, footwear, apparel and accessories.

Rockport predominantly designs and distributes leather footwear for men and women. Rockport was founded on the idea of making fashion footwear comfortable by using the latest in athletic shoe technologies. With its mission, Rockport aims to become one of the world's leading leather footwear brands. In 2013, Rockport generated net sales of € 289 million.

Reebok-CCM Hockey designs, produces and distributes ice hockey equipment such as sticks, skates and protection gear. In addition, Reebok-CCM Hockey designs, produces and distributes apparel mainly under the brand names Reebok Hockey and CCM. Reebok-CCM Hockey is a leading designer and marketer of ice hockey equipment and related apparel under two of the most recognized ice hockey brand names: Reebok Hockey and CCM. In 2013, Reebok-CCM Hockey generated revenues of € 260 million.

The vast majority of adidas Group's products are produced by independent manufacturers based on the design and technical specifications provided by the Group. Only a minimum of products is manufactured or assembled by the Group itself. By means of outsourcing production, the Group focuses on its core competence in development and design (permanent innovation being an essential part of the strategy). In 2013, € 128 million was spent on Research and Development, which corresponds to 0.9 per cent. of Group revenues and 2.1 per cent. of total operating expenditures, respectively.

Brand strength and high levels of brand visibility are vital to the commercial success of adidas Group. Therefore, adidas Group invests considerable resources in marketing working budget, consisting of items such as expenses for promotion partnerships, advertising and public relations, as well as sales working budget, consisting of expenses to support the Group's sell-through development (expenditures relate to advertising and promotion initiatives at the point of sale as well as store furniture and fixtures). In 2013, the Group spent 10.1 per cent. of sales or € 1.457 billion respectively on marketing working budget expenses and 2.3 per cent. of sales or € 340 million respectively on sales working budget expenses.

Strategy

adidas Group strives to be the global leader in the sporting goods industry with brands built on a passion for sports and a sporting lifestyle. Inspired by its heritage, adidas Group realizes that a profound understanding of the consumer and customer is essential to achieving this goal. To anticipate and respond to their needs, adidas Group continuously strives to create a culture of innovation, breaking with convention and embracing change. By harnessing this culture, adidas Group strengthens its competitiveness and maximises the Group's operational and financial performance.

This, in turn, will drive long-term value creation for the Group. To achieve this goal, adidas Group has made strategic choices, focusing on six key strategic pillars.

Diverse brand portfolio

To maximise consumer reach, adidas Group embraces a multi-brand strategy. This approach allows the Group to tackle opportunities from several perspectives, as both a mass and a niche player, providing distinct and relevant products to a wide spectrum of consumers. In this way, each brand is able to keep a unique identity and focus on its core competencies, while simultaneously providing the Group with a broad product offering, increasing its leverage in the marketplace

Investments focused on highest-potential markets and channels

adidas Group targets leading market positions in all markets in which it competes. However, the Group prioritises its investments based on those markets which offer the best medium- to long-term growth and profitability opportunities. In this respect, the Group places considerable emphasis on expanding its activities in the emerging markets, particularly China and Russia/CIS, as well as building its market share in underpenetrated markets, such as the USA. To fully exploit market opportunities, the Group tailors its distribution strategy to present its brands to the consumer in the most impactful way. This is achieved by following a distinctive but coordinated channel approach. To this end, the Group strives to provide its customers with superior service to secure prime shelf space for its brands, while continuing the commitment to building strategic competencies in own retail and e-commerce.

Creating a flexible supply chain

adidas Group continues to prioritise the development and further integration of its supply chain across all brands, turning it into a long-term competitive advantage. The Group is committed to meeting the full range of customer and consumer needs by ensuring constant product availability in the correct size and colour, providing game-changing technical innovations and also providing the latest high-end fashion products with the highest quality standards. In this regard, a key strategic priority is to enable faster product creation and production by continuously improving the Group's infrastructure, processes and systems, which enables the Group to quickly react to changing consumer trends.

Leading through innovation and design

Creating innovative products to meet the needs of professional and everyday athletes and consumers is a prerequisite to strengthening adidas Group's market position in the sporting goods industry. Therefore, consistent investment in research and development are essential to the development of new product concepts, processes and production methods that are beneficial to the Group's business objectives and its long-term sustainability ambitions.

Develop a team grounded in the Issuer's heritage in sport

adidas Group fosters a corporate culture of performance, passion, integrity and diversity by creating a work environment that stimulates innovation, team spirit and achievement based on strong leadership and employee engagement.

Becoming a sustainable company

Like any global business, adidas Group must manage wide-ranging commercial and competitive pressure to deliver increased financial returns and growth. At the same time, the Group is accountable to its employees and it also has a high degree of responsibility towards the workers in its suppliers' factories and also for the environment. The Group is committed to becoming a sustainable company and reports publicly on the steps it takes to have a more positive impact on society and the planet.

Competition

The sporting goods industry is characterised by intense competition around the globe. It is subject to rapid changes in consumer preferences, changes in the popularity of different types of sports, changing design trends, technological innovations and changes in general consumer spending behaviour. Competition focuses primarily on design, functionality, price, quality, brand image and delivery performance.

adidas Group competes internationally with an increasing number of companies operating in the sectors of sport, street and fashion and leisure footwear, sports and leisure apparel and sports equipment. On a global level, adidas Group competes with a number of competitors including Nike and Puma, offering an extensive product portfolio covering leisure and sports footwear, leisure and sports apparel, as well as sports equipment and accessories. In addition, adidas Group also faces numerous niche competitors, mainly focusing on specific sports categories or geographical areas. Other competitors of the Group therefore include performance-oriented brands such as Under Armour, Asics, Callaway, Acushnet, Li Ning, Mizuno, New Balance, VF Corporation and Lululemon as well as lifestyle/leisure brands H&M, Inditex, Uniqlo, Lacoste, Ralph Lauren, The GAP, Tommy Hilfiger and others. There are also smaller niche suppliers in specific sports, that mainly offer sports equipment.

TaylorMade-adidas Golf is the world's leading golf company in terms of revenues. Its main competitors are Callaway, Acushnet, Ping, Nike and Cobra (owned by Puma). Callaway is a golf specialist and does not operate in any other sport. Acushnet is a division of Fila Korea. The brand portfolio of Acushnet includes Titleist (global market leader in golf balls), FootJoy (global market leader in golf footwear), and Pinnacle (golf balls). Nike and Cobra are visible competitors in the global golf market with a presence in softgoods, clubs and balls.

Organizational Structure

Shareholdings

	Company and domicile		Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
No.	Germany					
1	GEV Grundstücksgesellschaft Herzogenaurach mbH & Co. KG	Herzogenaurach (Germany)	EUR	162	directly	100
2	GEV Grundstücks- Beteiligungsgesellschaft Herzogenaurach mbH	Herzogenaurach (Germany)	EUR	43	directly	100
3	adidas Insurance & Risk Consultants GmbH ¹⁰⁾	Herzogenaurach (Germany)	EUR	26	directly	100
4	adidas Beteiligungsgesellschaft mbH ¹⁰⁾	Herzogenaurach (Germany)	EUR	354,103	directly	100
5	adidas CDC Immobilieninvest GmbH	Herzogenaurach (Germany)	EUR	12,078	18	100
6	adidas Verwaltungsgesellschaft mbH (formerly: Reebok-CCM Hockey GmbH)	Herzogenaurach (Germany)	EUR	4,351	106	100
Europe (incl. Middle East and Africa)						
7	adidas sport gmbh	Cham (Switzerland)	CHF	7,514	Directly	100
8	adidas Austria GmbH	Klagenfurt (Austria)	EUR	6,903	Directly 7	95.89 4.11
9	adidas France S.a.r.l.	Landersheim (France)	EUR	112,755	25	100
10	adidas International B.V.	Amsterdam (Netherlands)	EUR	6,408,593	Directly 9	93.97 6.03
11	adidas International Trading B.V.	Amsterdam (Netherlands)	EUR	617,179	10	100
12	adidas International Marketing B.V.	Amsterdam (Netherlands)	EUR	49,375	10	100
13	adidas International Finance B.V.	Amsterdam (Netherlands)	EUR	14,177	10	100
14	adidas Infrastructure Holding B.V.	Amsterdam (Netherlands)	EUR	0	10	100
15	adidas Benelux B.V.	Amsterdam (Netherlands)	EUR	1,918	Directly	100
16	Rockport (Europe) B.V.	Amsterdam (Netherlands)	USD	4,964	98	100
17	Hydra Ventures B.V.	Amsterdam (Netherlands)	EUR	(2,461)	10	100
18	adidas International Property Holding B.V.	Amsterdam (Netherlands)	EUR	59,075	116	100

	Company and domicile		Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
19	adidas (UK) Limited ¹⁾	Stockport (Great Britain)	GBP	62,212	25	100
20	adidas (ILKLEY) Limited ^{1) 5)}	Stockport (Great Britain)	GBP	-	19	100
21	LARA SPORT (UK) Limited ^{1) 5)}	Stockport (Great Britain)	GBP	-	19	100
22	Sarragan (UK) Limited ^{1) 5)}	Stockport (Great Britain)	GBP	-	19	100
23	adidas Trefoil Trading (U.K.) Limited ^{1) 5)}	Stockport (Great Britain)	GBP	-	22	100
24	Three Stripes Limited ^{1) 5)}	Stockport (Great Britain)	GBP	-	19 20	50 50
25	Reebok International Limited ⁹⁾	London (Great Britain)	EUR	1,756,676,401	10 104	65.1 34.9
26	Trafford Park DC Limited (formerly: Reebok Finance Limited)	London (Great Britain)	GBP	125	14	100
27	RBK Holdings Limited ^{5) 9)}	London (Great Britain)	GBP	-	104 97	89 11
28	Reebok Sports Limited ⁵⁾	London (Great Britain)	USD	1,971	25	100
29	J.W. Foster & Sons (Athletic Shoes) Limited ^{5) 9)}	London (Great Britain)	GBP	-	25	100
30	The Rockport Company Limited ^{5) 9)}	London (Great Britain)	GBP	-	25	100
31	Reebok Eastern Trading Limited ⁵⁾	London (Great Britain)	USD	3,112	25	100
32	Reebok Pensions Management Limited ^{5) 9)}	London (Great Britain)	GBP	-	25	100
33	Reebok Europe Holdings	London (Great Britain)	GBP	44,065	25	100
34	Adams Golf, U.K. Ltd. ^{5) 12)}	London (Great Britain)	GBP	-	93	100
35	Taylor Made Golf Limited ⁴⁾	Basingstoke (Great Britain)	GBP	4,337	10	100
36	Ashworth U.K. Ltd. ^{5) 4)}	Bristol (Great Britain)	GBP	-	35	100
37	adidas (Ireland) Limited	Dublin (Ireland)	EUR	2,644	10	100
38	adidas International Re Limited	Dublin (Ireland)	EUR	12,023	10	100
39	Reebok Ireland Limited ⁵⁾	Dublin (Ireland)	EUR	56	37	100
40	adidas Belgium NV	Brussels (Belgium)	EUR	3,280	15	100
41	Five Ten Europe NV ⁵⁾	Wavre (Belgium)	EUR	(15)	107	100
42	adidas Espana S.A.U.	Zaragoza (Spain)	EUR	28,459	4	100
43	adidas Finance Spain S.A.U.	Zaragoza (Spain)	EUR	34,548	104	100

	Company and domicile		Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
44	Global Merchandising, S.L.	Madrid (Spain)	EUR	(24)	10	100
45	adidas Italy S.p.A	Monza (Italy)	EUR	48,891	10	100
46	adidas Portugal – Artigos de Desporto, S.A.	Lisbon (Portugal)	EUR	10,306	10	100
47	adidas Business Services Lda.	Maia (Portugal)	EUR	275	10 directly	98 2
48	adidas Norge AS	Lillestrom (Norway)	NOK	19,959	directly	100
49	Reebok-CCM Hockey AS	Gressvik (Norway)	NOK	2,381	48	100
50	adidas Sverige AB	Solna (Sweden)	SEK	85,191	directly	100
51	adidas Finance Sverige AB	Solna (Sweden)	SEK	572,431	106	100
52	Reebok-CCM Hockey AB	Malung (Sweden)	SEK	74,344	50	100
53	adidas Suomi Oy	Helsinki (Finland)	EUR	1,754	10	100
54	Reebok-CCM Hockey Oy	Forssa (Finland)	EUR	9,807	10	100
55	adidas Danmark A/S	Århus (Denmark)	DKK	17,211	10	100
56	adidas CR s.r.o.	Prague (Czech Republic)	CZK	100,641	directly	100
57	adidas Budapest Kft.	Budapest (Hungary)	HUF	589,134	directly	100
58	adidas Bulgaria EAD	Sofia (Bulgaria)	BGN	13,094	directly	100
59	LLC “adidas, Ltd.”	Moscow (Russia)	RUB	31,736,351	8	100
60	adidas Poland Sp.z o.o.	Warsaw (Poland)	PLN	40,899	directly	100
61	adidas Finance Poland S.A.	Warsaw (Poland)	PLN	94,585	104	100
62	adidas Romania S.R.L.	Bucharest (Romania)	RON	19,925	10	100
63	adidas Baltics SIA	Riga (Latvia)	EUR	1,301	10	100
64	adidas Slovakia s.r.o.	Bratislava (Slovak Republic)	EUR	2,223	directly	100
65	adidas Trgovina d.o.o.	Ljubljana (Slovenia)	EUR	799	directly	100
66	SC “adidas-Ukraine”	Kiev (Ukraine)	UAH	600,150	directly	100
67	adidas LLP	Almaty (Republic of Kazakhstan)	KZT	3,231,522	directly	100
68	adidas Serbia d.o.o. New	Belgrade (Serbia)	RSD	1,123	10	100
69	adidas Croatia d.o.o.	Zagreb (Croatia)	HRK	24,445	10	100
70	adidas Hellas A.E.	Athens (Greece)	EUR	10,724	directly	100
71	adidas (Cyprus) Limited	Nicosia (Cyprus)	EUR	(188)	directly	100
72	adidas Spor Malzemeleri Satis ve Pazarlama A.S.	Istanbul (Turkey)	TRY	216,472	10	100
73	adidas Emerging Market L.L.C.	Dubai (United Arab Emirates)	USD	51,826	Indirectly 9	51 49

	Company and domicile		Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
74	adidas Emerging Markets FZE	Dubai (United Arab Emirates)	USD	63,530	10	100
75	adidas Levant Limited	Dubai (United Arab Emirates)	JOD	2,733	74	55
76	adidas Levant Limited – Jordan	Amman (Jordan)	JOD	2,203	75	100
77	adidas Imports & Exports Ltd.	Cairo (Egypt)	EGP	924	78	100
78	adidas Sporting Goods Ltd.	Cairo (Egypt)	EGP	70,741	10	90
					11	10
79	adidas Egypt Ltd. ⁵⁾	Cairo (Egypt)	USD	(1,831)	directly	100
80	Reebok Israel Ltd. (formerly: adidas Israel Ltd.)	Holon (Israel)	ILS	7,923	directly	100
81	Life Sport Ltd.	Holon (Israel)	ILS	69,513	10	51
82	adidas (South Africa) (Pty) Ltd.	Cape Town (South Africa)	ZAR	169,719	directly	100
North America						
83	adidas North America, Inc.	Portland, Oregon (USA)	USD	4,674,772	10	100
84	adidas America, Inc.	Portland, Oregon (USA)	USD	85,772	83	100
85	adidas International, Inc.	Portland, Oregon (USA)	USD	58,745	83	100
86	adidas Team, Inc. ⁵⁾	Portland, Oregon (USA)	USD	(1,013)	83	100
87	Taylor Made Golf Co., Inc. ¹¹⁾	Carlsbad, California (USA)	USD	124,800	83	100
88	Ashworth, LLC. ^{5) 11)}	Carlsbad, California (USA)	USD	-	87	100
89	The Reebok Worldwide Trading Company, LLC	Wilmington, Delaware (USA)	USD	14,448	104	100
90	Adams Golf, LLC ¹²⁾ (formerly: Adams Golf, Inc.)	Plano, Texas (USA)	USD	57,113	87	100
91	Adams Golf Holding Corp. ^{5) 12)}	Plano, Texas (USA)	USD	-	90	100
92	Adams Golf GP Corp. ^{5) 12)}	Plano, Texas (USA)	USD	-	90	100
93	Adams Golf, Ltd. ^{5) 12)}	Plano, Texas (USA)	USD	-	91	99
					92	1
94	Adams Golf IP, L.P. ^{5) 12)}	Plano, Texas (USA)	USD	-	91	99
					92	1
95	Adams Golf Mgmt. Corp. ^{5) 12)}	Plano, Texas (USA)	USD	-	92	100
96	WGU, LLC ^{5) 12)}	Plano, Texas (USA)	USD	-	93	100
97	Reebok Securities Holdings LLC ²⁾	Wilmington,	USD	-	104	100

Company and domicile			Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
Delaware (USA)						
98	The Rockport Company, LLC	Wilmington, Delaware (USA)	USD	30,448	104	100
99	Textronics, Inc.	Wilmington, Delaware (USA)	USD	10,556	85	100
100	Ashworth Acquisition Corp. ^{5) 11)}	Wilmington, Delaware (USA)	USD	-	88	100
101	Putter, LLC ^{5) 11)}	Montgomery, Alabama (USA)	USD	-	100	100
102	Onfield Apparel Group, LLC ^{5) 7)}	Dover, Delaware (USA)	USD	-	104 103	99 1
103	Reebok Onfield, LLC ^{5) 7)}	Dover, Delaware (USA)	USD	-	104	100
104	Reebok International Ltd. ²⁾	Canton, Massachusetts (USA)	USD	(1,102,976)	83	100
105	Sports Licensed Division of the adidas Group, LLC ⁷⁾	Boston, Massachusetts (USA)	USD	99,648	104 97	99 1
106	Reebok-CCM Hockey U.S., Inc. ⁸⁾	Montpelier, Vermont (USA)	USD	56,754	104	100
107	Stone Age Equipment, Inc.	Redlands, California (USA)	USD	17,451	84	100
108	adidas Canada Ltd.	Concord, Ontario (Canada)	CAD	135,248	directly	100
109	Sport Maska Inc. New	Brunswick (Canada)	CAD	22,394	10	100
Asia						
110	adidas Sourcing Limited	Hong Kong (China)	USD	285,929	11	100
111	adidas Services Limited	Hong Kong (China)	USD	9,240	10	100
112	adidas Hong Kong Ltd.	Hong Kong (China)	HKD	210,837	directly	100
113	Smedley Industries (Hong Kong) Limited ^{5) 8)}	Hong Kong (China)	HKD	-	106	100
114	Reebok Trading (Far East) Limited	Hong Kong (China)	USD	42,797	104	100
115	adidas (Suzhou) Co. Ltd.	Suzhou (China)	CNY	222,145	4	100
116	adidas Sports (China) Co. Ltd.	Suzhou (China)	CNY	4,709,623	4	100
117	adidas (China) Ltd.	Shanghai (China)	CNY	190,097	10	100
118	Zhuhai adidas Technical Services Limited	Zhuhai (China)	USD	17,093	110	100
119	adidas Logistics (Tianjin) Co., Ltd.	Tianjin (China)	CNY	147,207	18	100

	Company and domicile	Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
120	adidas Business Services (Dalian) Limited	Dalian (China)	CNY	(4,839)	10 100
121	adidas Japan K.K.	Tokyo (Japan)	JPY	7,993,633	25 100
122	Taylor Made Golf Co., Ltd.	Tokyo (Japan)	JPY	8,594,061	25 100
123	Adams Golf Japan, Inc. ^{5) 12)}	Tokyo (Japan)	JPY	-	93 100
124	adidas Korea Ltd.	Seoul (Korea)	KRW	155,483,010	directly 100
125	Taylor Made Korea Ltd.	Seoul (Korea)	KRW	27,357,569	directly 100
126	adidas Korea Technical Services Limited	Pusan (Korea)	KRW	3,273,089	110 100
127	adidas India Private Ltd. ³⁾	New Delhi (India)	INR	6,896,375	directly 10.74 10 89.26
128	adidas India Marketing Pvt. Ltd. ³⁾	New Delhi (India)	INR	-	127 98.99 10 1.01
129	adidas Technical Services Pvt. Ltd.	New Delhi (India)	USD	1,150	110 100
130	Reebok India Company	New Delhi (India)	INR	(22,635,127)	141 93.15
131	PT adidas Indonesia	Jakarta (Indonesia)	IDR	124,620,276	10 99 directly 1
132	adidas (Malaysia) Sdn. Bhd.	Kuala Lumpur (Malaysia)	MYR	49,395	directly 60 10 40
133	adidas Philippines Inc.	Manila (Philippines)	PHP	352,581	directly 100
134	adidas Singapore Pte. Ltd.	Singapore (Singapore)	SGD	15,237	directly 100
135	adidas Taiwan Limited	Taipei (Taiwan)	TWD	878,628	10 100
136	adidas Holding (Thailand) Co., Ltd.	Bangkok (Thailand)	THB	(56,171)	Indirectly 51 directly 49
137	adidas (Thailand) Co., Ltd.	Bangkok (Thailand)	THB	730,737	directly 100
138	adidas Australia Pty. Limited	Mulgrave (Australia)	AUD	76,341	10 100
139	adidas New Zealand Limited	Auckland (New Zealand)	NZD	10,242	directly 100
140	adidas Vietnam Company Limited	Ho Chi Minh City (Vietnam)	VND	(44,620,154)	10 100
141	Reebok (Mauritius) Company Limited	Port Louis (Mauritius)	USD	2,194	104 99 89 1
Latin America					
142	adidas Argentina S.A.	Buenos Aires	ARS	340,183	10 95

Company and domicile			Currency	Equity (currency units in thousands)	Share in capital held by ⁶	in %
		(Argentina)			4	5
143	Reebok Argentina S.A.	Buenos Aires (Argentina)	ARS	19,482	10	26.13
					11	73.86
144	ASPA do Brasil Ltda. ⁵⁾	São Paulo (Brazil)	BRL	209	110	100
145	adidas do Brasil Ltda.	São Paulo (Brazil)	BRL	378,608	4	100
146	adidas Franchise Brasil Servicos Ltda.	São Paulo (Brazil)	BRL	140	145	100
147	Reebok Produtos Esportivos Brasil Ltda.	Jundiai (Brazil)	BRL	(44,155)	10	99.99
148	adidas Chile Limitada	Santiago de Chile (Chile)	CLP	54,076,855	Directly 3	99 1
149	adidas Colombia Ltda.	Bogotá (Colombia)	COP	108,912	directly	100
150	adidas de Mexico, S.A. de C.V.	Mexico City (Mexico)	MXN	(166,534)	directly	100
151	adidas Industrial, S.A. de C.V.	Mexico City (Mexico)	MXN	135,938	directly	100
152	Reebok de Mexico, S.A. de C.V. ⁵⁾	Mexico City (Mexico)	MXN	(391,736)	directly	100
153	adidas Latin America, S.A.	Panama City (Panama)	USD	911	directly	100
154	Concept Sport, S.A.	Panama City (Panama)	USD	358	10	100
155	adidas Market LAM, S.A. ⁵⁾	Panama City (Panama)	USD	0	10	100
156	3 Stripes S.A. (adidas Uruguay) ⁵⁾	Montevideo (Uruguay)	UYU	(436)	directly	100
157	Tafibal S.A.	Montevideo (Uruguay)	UYU	(2,019)	directly	100
158	Raelit S.A.	Montevideo (Uruguay)	UYU	(1,325)	directly	100
159	Reebok Central America S.A. ²⁾	San Pedro Sula (Honduras)	HNL	-	104 89	99.6 0.4
160	adidas Corporation de Venezuela, S.A. ⁵⁾	Caracas (Venezuela)	VEF	(17)	directly	100
161	adisport Corporation	San Juan (Puerto Rico)	USD	(2,002)	10	100

- 1) Sub-group adidas UK
2) Sub-group Reebok International Ltd.
3) Sub-group India
4) Sub-group Taylor Made UK
5) Companies with no active business
6) The number refers to the number of the company
7) Sub-group Onfield
8) Sub-group Reebok-CCM Hockey, Inc.
9) Sub-group Reebok International Limited
10) Profit and loss transfer agreement
11) Sub-group Taylor Made Golf Co., Inc.
12) Sub-group Adams Golf, LLC

Investments

In 2014, adidas Group's investments in tangible and intangible assets are expected to amount to around € 600 million. These investments include the purchase of the Spartanburg, South Carolina – USA, distribution centre and the construction of a Brantford, Ontario – Canada distribution centre. Most other investments will focus on adidas and Reebok controlled space initiatives, in particular in emerging markets. These investments will account for almost 50 per cent. of total investments in 2014. Other areas of investment include the further development of the adidas Group headquarters in Herzogenaurach, Germany and the increased deployment of SAP and other IT systems in major subsidiaries within the Group.

Legal and Arbitration Proceedings

adidas AG and its subsidiaries are and have been frequent parties to litigation in the ordinary course of business. Group litigation focuses primarily on product liability and infringement of trademarks and patents. There are currently and have been in the past twelve months no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which have had or which the Group believes could have in the future a substantial impact on the financial position or profitability of adidas Group.

Management and Administrative Bodies

Executive Board

The members of the Executive Board, which currently consists of five members, are appointed by the Supervisory Board. Pursuant to adidas's articles of association, the Executive Board must consist of at least two members. The Supervisory Board is authorized to increase the number of members of the Executive Board. The maximum term of office of the members of the Executive Board is five years. Re-appointment for or extension of their term of office of up to another five years is permitted. The Supervisory Board may remove members of the Executive Board prior to the expiration of their term for good cause. Such cause is deemed to exist, in particular, in the event of gross negligence in the discharge of their duties, the inability to properly perform management duties, or withdrawal of confidence by the General Meeting.

The Executive Board manages the business of the Group. The Issuer is represented by two members of the Executive Board or one member of the Executive Board acting jointly with a holder of statutory powers of attorney (*Prokurist*). A member of the Executive Board cannot represent the Issuer in connection with the conclusion of agreements between him- or herself and the Issuer. The Executive Board must report regularly to the Supervisory Board on the proposed corporate policy and other major strategic issues of future group management, profitability (especially the return on equity), the progress of business (in particular turnover), and the general condition of adidas Group, as well as on transactions that could have a significant effect on the Issuer's profitability or liquidity. The Executive Board also reports to the chairman of the Supervisory Board on any other matters of importance. The Supervisory Board adopted by-laws pursuant to which certain transactions with a threshold determined for each transaction require the approval of the Supervisory Board.

The current members of the Issuer's Executive Board are as follows:

Name	Responsibility	Other Positions outside the Issuer
Herbert Hainer (CEO)	Chief Executive Officer Legal and Personnel	- Member of the Supervisory Board of Allianz Deutschland AG, Munich, Germany - Deputy Chairman of the Supervisory Board of FC Bayern München AG, Munich, Germany - Member of the Supervisory Board of Lufthansa AG, Cologne, Germany
Roland Auschel	Global Sales	None
Glenn Bennett	Global Operations	None
Eric Liedtke	Global Brands	None
Robin Stalker	Finance	- Member of the Supervisory Board of Schaeffler AG, Herzogenaurach, Germany

The business address of the members of the Executive Board is the same as that of the Issuer.

No conflicts of interests between the private interests of the members of the Executive Board and their duties *vis-à-vis* the Issuer and/or other duties have been reported to the Supervisory Board, to whom they have to be reported according to the Rules of Procedure of the Executive Board.

Supervisory Board

The Supervisory Board of the Issuer consists of twelve members, of which six members are appointed by the employees pursuant to the German Co-determination Act of 1976 and six members are elected by the shareholders in the annual general meeting pursuant to the provisions of the German Stock Corporation Act. Those members of the Supervisory Board who are appointed by the shareholders may be removed from office by the shareholders with the simple majority of the votes cast at the relevant annual general meeting. Members of the Supervisory Board may not be elected for a period extending beyond the end of the annual general meeting which discharges the members of the Supervisory Board from their responsibilities for the fourth fiscal year following the year in which such members took office, not including the fiscal year during which the term of office began. Re-election is permitted. The members of the Supervisory Board elect a chairperson and, pursuant to the articles of association, two deputy chairpersons from amongst themselves. The chairperson of the Supervisory Board convenes and chairs meetings of the Board. Unless otherwise provided for by law, the Supervisory Board makes decisions by a simple majority of the votes cast.

As at the date of this Prospectus, the names, the year of their appointment and the principal occupations of the present members of adidas's Supervisory Board are as follows:

Name	Member since	Main profession / other positions
Igor Landau Chairman	2004	Former Chief Executive Officer of Aventis S.A., Paris, France - Member of the Board of Directors, Sanofi-Aventis S.A., Paris, France

Name	Member since	Main profession / other positions
Sabine Bauer Deputy Chairwoman (employee representative)	1999	Chairwoman of the Central Works Council, adidas AG
Willi Schwerdtle Deputy Chairman	2004	Independent Management Consultant, Partner WP Force Solutions GmbH, Bad Homburg v.d. Hoehe, Germany - Member of the Supervisory Board, Eckes AG, Nieder-Olm, Germany
Dieter Hauenstein (employee representative)	2009	Member of the Works Council Herzogenaurach, adidas AG
Dr. Wolfgang Jaeger (employee representative)	2009	Managing Director of Hans-Boeckler-Stiftung, Duesseldorf, Germany
Dr. Stefan Jentzsch	2007	Corporate Finance Consultant, Partner Perella Weinberg Partners UK LLP, London, Great Britain - Member of the Supervisory Board, Sky Deutschland AG, Unterfoehring, Germany Deputy Chairman of the Supervisory Board, AIL Leasing Muenchen AG, Gruenwald, Germany
Herbert Kauffmann	2009	Independent Management Consultant, Stuttgart, Germany - Member of the Supervisory Board, DEUTZ AG, Cologne, Germany - Chairman of the Supervisory Board, Uniscon universal identity control GmbH, Munich, Germany
Katja Kraus	2014	Managing Partner Jung von Matt/sports GmbH, Hamburg, Germany
Kathrin Menges	2014	Executive Vice President Human Resources and Infrastructure Services, Henkel AG & Co. KGaA, Duesseldorf, Germany
Roland Nosko (employee representative)	2004	District manager of the Industrial Union IG Bergbau, Chemie, Energie, District of Nuremberg, Nuremberg, Germany - Deputy Chairman of the Supervisory Board, CeramTec GmbH, Plochingen, Germany
Hans Ruprecht (employee representative)	2002	Sales Director Customer Service, Central Europe West, adidas AG, Herzogenaurach, Germany
Heidi Thaler-Veh (employee representative)	1994	Chairwoman of the Works Council Uffenheim, adidas AG, Uffenheim, Germany

The Supervisory Board has established five regular committees: the Steering Committee, the General Committee, the Audit Committee, the Nomination Committee and the Mediation Committee.

The Steering Committee discusses major issues and prepares resolutions of the Supervisory Board. The Steering Committee may in lieu of the Supervisory Board resolve in a meeting on the approval required for certain measures of the Executive Board provided that such matter allows no delay and that a resolution of the Supervisory Board cannot be taken in a meeting in due time. The Steering Committee is composed of the Chairman of the Supervisory Board and his two deputies. The current members of the Steering Committee are Igor Landau (Chairman), Sabine Bauer and Willi Schwerdtle.

The General Committee prepares the decisions of the Supervisory Board with respect to the appointment and employment of Members of the Executive Board. Further, the General Committee discusses on a regular basis the long-term succession planning for the Executive Board. The General Committee is composed of four members, i.e. the Chairman of the Supervisory Board, his two deputies as well as another member to be elected by the Supervisory Board. Such fourth member shall be appointed from among the Supervisory Board members representing the employees if at least two members of the General Committee are Supervisory Board members representing the shareholders; otherwise, such member shall be appointed from among the Supervisory Board members representing the shareholders. The current members of the General Committee are: Igor Landau (Chairman), Sabine Bauer, Roland Nosko and Willi Schwerdtle.

The Audit Committee deals with issues with respect to accounting and risk management and prepares the resolutions of the Supervisory Board on the annual financial statements and consolidated annual financial statements and on the appropriation of retained earnings proposed by the Executive Board. Instead of the Supervisory Board, the Audit Committee shall deal with the supervision of the efficiency of the internal risk management system, the internal control system, the internal revision system as well as compliance matters. Furthermore, the Audit Committee resolves upon the audit mandate, the definition of auditing focal points and the fee agreement. The Audit Committee takes appropriate measures to assess and supervise the auditors' independence. Further, the Audit Committee discusses the business planning of the Executive Board. The Audit Committee is composed of four members, i.e. two Supervisory Board members representing the shareholders and two Supervisory Board members representing the employees. Neither the Chairman of the Supervisory Board nor any former member of the Executive Board of the Corporation shall be appointed the Chairman of the Audit Committee. The current members of the Audit Committee are Herbert Kauffmann (Chairman), Dr. Wolfgang Jaeger, Dr. Stefan Jentzsch and Hans Ruprecht.

The Nomination Committee is responsible for proposing suitable candidates to be elected as shareholder representatives into the Supervisory Board for the Supervisory Board's proposal to the annual general meeting, under consideration of their concrete objectives for its composition as specified by the Supervisory Board. The Nomination Committee is composed of three Supervisory Board members representing the shareholders. The members of the Nomination Committee shall be elected by the shareholder representatives of the Supervisory Board. The current members of the Nomination Committee are Igor Landau (Chairman), Kathrin Menges and Willi Schwerdtle.

The Mediation Committee is formed pursuant to § 27 para. 3 of the German Co-Determination Act to perform the functions as defined in § 31 para. 3 sentence 1 of the German Co-Determination Act. The Mediation Committee is composed of the Chairman, his deputy elected in accordance with § 27 Co-Determination Act as well as of one member each to be elected by the Supervisory Board members representing the employees and by the Supervisory Board members representing the shareholders. The current members of the Mediation Committee are Igor Landau, Sabine Bauer, Willi Schwerdtle and Heidi Thaler-Veh.

The members of the Supervisory Board listed above have been appointed until the end of the annual general meeting that resolves on their discharge from responsibilities for the fiscal year 2018.

Accordingly, new Supervisory Board members will be elected in 2019. The business address of the members of the Supervisory Board is the same as that of the Issuer.

No conflicts of interests between the private interests of the members of the Supervisory Board and their duties *vis-à-vis* the Issuer and/or other duties have been reported to the Supervisory Board to whom they have to be reported according to the Rules of Procedure of the Supervisory Board.

Corporate Governance Code

adidas AG's Executive and Supervisory Board identify with the aims of the German Corporate Governance Code, promoting responsible and transparent management and control.

Each Member of the Executive Board and of the Supervisory Board of adidas AG follows the recommendations of the German Corporate Governance Code (the "**Code**") in its currently effective version with no reservation apart from the deviations declared in the Declaration of Compliance on February 13, 2014, pursuant to Sec. 161 of the German Stock Corporation Act as outlined below:

On the basis of their deliberations, the Executive Board and the Supervisory Board of adidas AG issued a new Declaration of Compliance on February 13, 2014, pursuant to Sec. 161 of the German Stock Corporation Act.

The declaration is worded as follows:

"The Executive Board and Supervisory Board of adidas AG declare that the recommendations of the "Government Commission on the German Corporate Governance Code" have been and are met with the following deviations:

Capping overall compensation and variable compensation components (section 4.2.3 subsection 2 sentence 6 new version)

The service contracts of the Executive Board members existing at the time of this Declaration are capped regarding not only the fixed compensation but also the variable compensation components. They do not, however, stipulate a further separate cap for any potential special bonus granted at the discretion of the Supervisory Board. In our opinion, compensation components granted at the discretion of the Supervisory Board do not require a cap. Nevertheless, we intend to make a corresponding amendment to the service contracts as of their respective extension or upon conclusion of a new contract. The company cannot unilaterally interfere with existing contracts, nor would such interference be in line with the principle of contractual fidelity.

Agreeing severance payment caps when concluding Executive Board service contracts (section 4.2.3 subsection 4)

In accordance with the recommendations of the Code, contracts with a term of more than three years provide for a severance payment cap. We believe that for contracts with a term of up to three years the short contractual term agreed in connection with further contractual provisions offers sufficient protection from inappropriate severance payments. Hence, no formal severance payment cap is planned.

Disclosure of the shares held by the individual members of the Executive Board and Supervisory Board or financial instruments related thereto (section 6.3 sentence 1 new version)

Insofar as no further statutory obligations exist, we report the ownership of shares or related financial instruments if it exceeds 1 per cent. of the shares issued by adidas AG, but we do not report this on an individual basis for the members of the Boards. Instead, we publish the total holdings of all members

of the Executive Board and all members of the Supervisory Board separately in order to safeguard the Board members' protectable interests."

Share Capital

As of December 31, 2013 the stock capital of adidas AG amounts to € 209,216,186 and is divided into the same number of no-par-value registered shares with a pro-rata amount in the stock capital of € 1 each.

Shareholders

The shares of adidas AG are 100 per cent. in free float. adidas currently estimates the total number of shareholders of adidas AG at approximately 90,000. As at the date of this Prospectus, the Capital Group Companies, Inc., Los Angeles, USA, is currently the biggest single shareholder with a voting share of 5.60 per cent. The proportion of shares held by investors based in North America amounted to 30 per cent. German institutional investors held 10 per cent. of the shares of adidas AG.

Key Financial Information

The following table sets out the key financial information regarding adidas Group extracted from the audited consolidated financial statements of the Issuer for the fiscal year ended December 31, 2013, the fiscal year ended December 31, 2012 and the unaudited interim consolidated financial statements of the Issuer for the six months ended June 30, 2014 and June 30, 2013.

	January 1 – June 30, 2014	January 1 – June 30, 2013	Fiscal year 2013	Fiscal year 2012
	(unaudited)		(audited)	
(in € millions)				
Net Sales	6,998	7,134	14,492	14,883
EBITDA ¹	665	823	1,523	1,445
Operating profit.....	523	693	1,202	920
Total assets	11,887	11,525	11,599	11,651
Shareholders' Equity.....	5,513	5,476	5,489	5,304

¹ EBITDA = Income before taxes + Interest expense (net) + Depreciation and amortization and impairment losses (net) on tangible and intangible assets.

Historical Financial Information

The audited consolidated financial statements of adidas AG for the fiscal years ending on December 31, 2012 and 2013 and the auditors' report thereon are incorporated by reference into this Prospectus.

The unaudited consolidated interim financial statements of adidas AG for the period ending on June 30, 2014 are incorporated by reference into this Prospectus.

The financial statements of adidas AG are prepared in accordance with International Financial Reporting Standards (IFRS), as adopted by the European Union.

Significant change in the financial or trading position of the Issuer

On July 31, 2014, adidas Group updated its full year 2014 financial outlook, taking into account the continued weakness in the golf market as well as recent developments in Russia/CIS. In addition, management announced strategic measures, which will impact the Group's financial development in

the second half of 2014 and 2015. As a result, sales are expected to increase at a mid- to high- single-digit rate on a currency-neutral basis in 2014. In particular the adidas brand will benefit from the 2014 FIFA World Cup. However, poor retail sentiment and a slow liquidation of old inventory in the golf market will have a significant impact on revenues in the TaylorMade-adidas Golf segment and weigh on the overall Group sales development. In addition, currency translation – in particular from the depreciation of the Russian Ruble – is expected to negatively impact the Group's top-line development.

Trend Information

There has been no material adverse change in the prospects of the Issuer since December 31, 2013.

Recent Developments and Outlook

On July 14, 2014 adidas Group announced a long-term promotion contract with Manchester United F.C. The minimum financial commitments in connection with the respective contract amount to € 936 million over a period of ten years.

On May 6, 2014, adidas Group confirmed that it has seen increased interest in its Rockport segment and, therefore, decided to engage into conversations with several parties with the help of a financial advisor.

Effective, March 3, 2014 adidas Group changed the distribution of shares of its subsidiary in adidas India Private Ltd as follows: adidas AG holds 10.68 per cent. and adidas International B.V. holds 89.32 per cent. of its shares.

Effective, February 2014 adidas Group changed the distribution of shares of its subsidiary in adidas Argentina S.A. as follows: adidas International B.V. holds 48.78 per cent. and adidas Beteiligungsgesellschaft mbH holds 51.22 per cent. of its shares.

Further changes in the Group structure after December 31, 2013 are listed below:

Companies	Remarks
Spartanburg DC, Inc.	Foundation January 17, 2014
Adams Golf, LLC	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
Adams Golf Holding Corp.	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
Adams Golf GP Corp.	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
Adams Golf, Ltd.	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
Adams Golf IP, L.P.	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
Adams Golf Mgmt. Corp.	Merged into Taylor Made Golf Co., Inc. effective

as of February 1, 2014

Companies	Remarks
WGU, LLC	Merged into Taylor Made Golf Co., Inc. effective as of February 1, 2014
GEV Grundstücks-Beteiligungsgesellschaft Herzogenaurach mbH	Merged into adidas AG effective as of August 13, 2014
GEV Grundstücksgesellschaft Herzogenaurach mbH & Co. KG	Ceased to exist as of August 13, 2014 due to merger of GEV Grundstücks-Beteiligungsgesellschaft Herzogenaurach mbH into adidas AG

Global economy and sporting goods industry grow

In 2014, despite a high degree of economic uncertainty particularly in the emerging markets, the global economy and consumer spending is expected to increase, providing a positive backdrop for the continued growth and expansion of the sporting goods industry. In particular, the sporting goods industry should benefit from the world's largest sports event, the FIFA World Cup hosted by Brazil.

Following macroeconomic trends, consumer spending on sporting goods in the emerging economies is expected to grow faster than in the more developed markets. Private consumption in many developed economies is forecasted to improve moderately in 2014, supporting modest industry expansion in those markets.

While inflationary pressures are projected to remain relatively contained in most markets, currency devaluations in several emerging market countries are likely to lead to significant price increases over time in the affected countries. In addition, wage growth in the emerging economies is forecasted to continue to add costs to the industry, especially where the industry sources and manufactures sporting goods.

CONDITIONS OF ISSUE FOR THE 2021 NOTES

*These terms and conditions of the notes (the "**Conditions of Issue**") are written in the German language and provided with an English language translation. The German text shall be the legally binding version. The English language translation is provided for convenience only.*

*Diese Anleihebedingungen (die "**Anleihebedingungen**") sind in deutscher Sprache abgefasst und mit einer englischen Übersetzung versehen. Der deutsche Wortlaut ist rechtsverbindlich. Die englische Übersetzung dient nur zur Information.*

ANLEIHEBEDINGUNGEN

§ 1

WÄHRUNG, NENNBETRAG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Nennbetrag.* Die Anleihe der adidas AG (die "**Emittentin**"), begeben am 8. Oktober 2014 (der "**Ausgabetag**") im Gesamtnennbetrag (vorbehaltlich § 1 Absatz (6)) von EUR ● ist eingeteilt in ● unter sich gleichberechtigte, auf den Inhaber lautende Schuldverschreibungen im Nennbetrag von je EUR 1.000 (der "**festgelegte Nennbetrag**") (die "**Schuldverschreibungen**" oder die "**Anleihe**").

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in dem festgelegten Nennbetrag, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und trägt die eigenhändige Kontrollunterschrift der Hauptzahlstelle. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird an

CONDITIONS OF ISSUE

§ 1

CURRENCY, PRINCIPAL AMOUNT, FORM, CERTAIN DEFINITIONS

(1) *Currency; Principal Amount.* The issue by adidas AG (the "**Issuer**") issued on October 8, 2014 (the "**Issue Date**") in the aggregate principal amount, subject to § 1(6) of EUR ● is divided into ● notes in the principal amount of EUR 1,000 (the "**Specified Denomination**") each payable to bearer and ranking *pari passu* with each other (the "**Notes**" or the "**Issue**").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall bear a manual control signature of the Principal Paying Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be

einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Ausgabetag der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Ausgabetag liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieften Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Ausgabetag der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, die vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. "**Clearing System**" bedeutet jeweils folgendes: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.

Die Schuldverschreibungen werden in Form einer New Global Note ("**NGN**") ausgegeben

exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not later than 180 days after the Issue Date of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the Issue Date. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means each of the following: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") and any successor in such capacity.

The Notes are issued in new global note ("**NGN**") form and are kept in custody by a

und von einem *common safekeeper* im Namen beider ICSDs verwahrt.

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *Register der ICSDs*. Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind definitiver Nachweis des Nennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist definitive Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

common safekeeper on behalf of both ICSDs.

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

(6) *Records of the ICSDs*. The aggregate principal amount of Notes represented by the global note shall be the aggregate principal amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customers' interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled so paid.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.

§ 2

STATUS UND NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder dingliche Sicherheiten oder sonstige Sicherungsrechte (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes Vermögen oder Teile davon zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.

§ 2

STATUS AND NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge.* The Issuer undertakes, so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to provide any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a "**Security Interest**") over the whole or any part of its assets to secure any Capital Market Indebtedness (as defined below) without at the same time letting the Holders share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Issuer, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Für Zwecke dieses § 2 bedeutet "**Kapitalmarktverbindlichkeit**" jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) der Emittentin oder einer ihrer wesentlichen Tochtergesellschaften (dies bezeichnet eine Tochtergesellschaft, an der die Emittentin einen Anteil von mindestens 10 % hält) bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, soweit sie an einer Börse oder im Freiverkehr notiert sind oder gehandelt werden oder deren Notierung oder Handel dort beabsichtigt ist oder Schuldscheindarlehen nach deutschem Recht.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom 8. Oktober 2014 (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich ● %. Die Zinsen sind nachträglich am 8. Oktober eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am 8. Oktober 2015.

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen. Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288

For the purposes of this § 2, "**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) of the Issuer or any of the Issuer's material subsidiaries (being a subsidiary in which the Issuer holds a share of 10 per cent. or more) in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are intended to be quoted, listed or traded on any stock exchange or over-the-counter securities market or certificates of indebtedness governed by German law.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of ● per cent. *per annum* from (and including) October 8, 2014 to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on October 8 in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on October 8, 2015.

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law. The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288(1), 247(1) German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

Absatz 1, 247 Absatz 1 BGB.

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.

§ 4

ZAHLUNGEN

(1) *Zahlungen auf Kapital und von Zinsen.* Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "Day Count Fraction" means with regard to the calculation of interest on any Note for any period of time (the "Calculation Period") the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.

§ 4

PAYMENTS

(1) *Payment of Principal and Interest.* Payment of principal and interest in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in euro.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of,

System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag*. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.

(5) *Bezugnahmen auf Kapital und Zinsen*. Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen*. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird,

the Clearing System.

(4) *Payment Business Day*. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") are operational to forward the relevant payment.

(5) *References to Principal and Interest*. References in these Conditions of Issue to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions of Issue to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest*. The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer

erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 8. Oktober 2021 (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem jeweiligen Nennbetrag der Schuldverschreibung.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Hauptzahlstelle und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Anleihebedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der

shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on October 8, 2021 (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Principal Paying Agent and, in accordance with § 13 to the Holders, at the principal amount together with interest accrued to the date fixed for redemption.

Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

(3) *Vorzeitige Rückzahlung aufgrund eines Kontrollwechsels.* Tritt ein Kontrollwechsel (ein "**Kontrollwechsel-Ereignis**") ein, hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Kontrollwechsel-Ereignis-Mitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen an dem Tag zu verlangen, der 30 Tage nach der Veröffentlichung einer Kontrollwechsel-Ereignis-Mitteilung liegt ("**Vorzeitiger Rückzahlungstag**").

Die Emittentin wird die Gläubiger von einem Kontrollwechsel-Ereignis und von dem Tag, an dem dieses Kontrollwechsel-Ereignis eingetreten ist, in Kenntnis setzen (eine "**Kontrollwechsel-Ereignis-Mitteilung**"), sobald dies nach Kenntniserlangung praktikabel ist.

Zur Ausübung dieses Wahlrechts muss der

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Early Redemption due to a Change of Control.* If a Change of Control occurs (a "**Change of Control Event**"), each Holder will have the option (unless, prior to the giving of the Change of Control Event Notification referred below, the Issuer gives notice to redeem the Notes in accordance with § 5 (2)) to require the Issuer to redeem the Notes of such Holder at the principal amount together with interest accrued to the date fixed for redemption on the date which falls 30 days following the publication of a Change of Control Event Notification (such date the "**Early Redemption Date**").

The Issuer shall give notice to the Holders of the occurrence of a Change of Control Event and of the date on which such Change of Control Event occurred (a "**Change of Control Event Notification**") as soon as practicable after becoming aware thereof.

In order to exercise such option, the Holder

Gläubiger eine ordnungsgemäß ausgefüllte Ausübungserklärung in Schriftform bei der angegebenen Niederlassung der Hauptzahlstelle einreichen (die "**Ausübungserklärung**"). Eine solche Ausübungserklärung muss der Hauptzahlstelle während der normalen Geschäftsstunden innerhalb eines Zeitraums von 15 Tagen, nachdem die Kontrollwechsel-Ereignis-Mitteilung veröffentlicht wurde, übermittelt werden. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.

Wenn 80 % oder mehr des Gesamtnennbetrags der dann ausstehenden Schuldverschreibungen gemäß § 5 Absatz (3) zurückgezahlt wurde, ist die Emittentin berechtigt, mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Hauptzahlstelle und gemäß § 13 gegenüber den Gläubigern mit Wirkung zu dem von der Emittentin in der Bekanntmachung festgelegten Rückzahlungstermin nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zu kündigen.

Wobei:

ein "**Kontrollwechsel**" als eingetreten gilt, wenn eine Person oder Personen, die ihr Verhalten aufeinander abgestimmt haben oder eine oder mehrerer Personen, die für eine solche Person handelt bzw. für solche Personen handeln, zu irgendeinem Zeitpunkt direkt oder indirekt (i) mehr als fünfzig (50) Prozent des Eigenkapitals der Emittentin erwirbt/erwerben oder (ii) eine Anzahl von Anteilen am Eigenkapital der Emittentin erwirbt/erwerben, der mehr als fünfzig (50) Prozent der an einer Hauptversammlung der Emittentin ausübenden Stimmrechte trägt;

must submit to the specified office of the Principal Paying Agent a duly completed option exercise notice in written form ("**Exercise Notice**"). Such Exercise Notice must be submitted to the Principal Paying Agent during normal business hours within a period of 15 days after a Change of Control Event Notification has been given. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.

If 80 per cent. or more of the aggregate principal amount of the Notes then outstanding have been redeemed pursuant to the provisions of this § 5(3), the Issuer may, by giving not more than 60 days' nor less than 30 days' prior notice of redemption to the Principal Paying Agent and, in accordance with § 13 to the Holders, call, at its option, the remaining Notes (in whole but not in part) with effect from the redemption date specified by the Issuer in the notice at the principal amount together with interest accrued to the date fixed for redemption.

Whereas:

A "**Change of Control**" shall be deemed to have occurred if any person or Persons Acting in Concert or any person or persons acting on behalf of any such person(s), at any time directly or indirectly acquire(s) (i) more than 50 per cent. of the share capital (*Eigenkapital*) of the Issuer or (ii) such number of shares in the capital (*Anteile am Eigenkapital*) of the Issuer carrying more than 50 per cent. of the voting rights exercisable at respective general meetings of the Issuer.

“Personen, die ihr Verhalten aufeinander abgestimmt haben” bezeichnet Personen, die ihr Verhalten i.S.d. § 22 Absatz (2) Wertpapierhandelsgesetz aufeinander abgestimmt haben.

(4) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt aber nicht teilweise innerhalb des Wahl-Rückzahlungszeitraums (Call) am Wahl-Rückzahlungstag (Call) zum Nennbetrag nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

“Wahl-Rückzahlungszeitraum (Call)” bezeichnet den Zeitraum ab 8. Juli 2021 (einschließlich) bis zum Fälligkeitstag (ausschließlich).

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

(i) die genaue Bezeichnung der zurückzuzahlenden Schuldverschreibungen; und

(ii) den Tag innerhalb des Wahl-Rückzahlungszeitraums (Call), an dem die Rückzahlung nach Ausübung des Wahlrechts der Emittentin erfolgen wird (der **“Wahl-Rückzahlungstag (Call)”**). Der Wahl-Rückzahlungstag (Call) darf nicht weniger als 15 und nicht mehr als 30 Tage auf den Tag der Kündigung durch die Emittentin gegenüber den Gläubigern folgen.

“Persons Acting in Concert” means persons acting in concert within the meaning of § 22 (2) of the German Securities Trading Act (*Wertpapierhandelsgesetz*).

(4) Early Redemption at the Option of the Issuer.

(a) The Issuer may, upon notice given in accordance with clause (b), redeem all of the Notes but not some of the Notes only within the Call Redemption Period on the Call Redemption Date at the principal amount together with accrued interest, if any, to (but excluding) the Call Redemption Date.

“Call Redemption Period” means the period from, and including, July 8, 2021 to, but excluding, the Maturity Date.

(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:

(i) the exact specification of the Notes subject to redemption; and

(ii) the date within the Call Redemption Period on which the redemption will occur at the option of the Issuer (the **“Call Redemption Date”**). The Call Redemption Date may not be less than 15 nor more than 30 days after the date on which notice is given by the Issuer to the Holders.

§ 6

DIE HAUPTZAHLSTELLE UND DIE
ZAHLSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die Deutsche Bank Aktiengesellschaft ist die Hauptzahlstelle (die "**Hauptzahlstelle**", und gemeinsam mit etwaigen von der Emittentin nach § 6(2) bestellten zusätzlichen Zahlstellen, die "**Zahlstellen**"). Die Geschäftsräume der Hauptzahlstelle befinden sich unter der folgenden Adresse:

Hauptzahlstelle:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

Die Zahlstellen behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere Geschäftsstelle in derselben Stadt zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder einer Zahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Hauptzahlstelle unterhalten und (ii) solange die Schuldverschreibungen an der *official list* der Luxemburger Börse notiert sind, eine Zahlstelle (die die Hauptzahlstelle sein kann) mit Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser

§ 6

THE PRINCIPAL PAYING AGENT AND
THE
PAYING AGENT

(1) *Appointment; specified office.* Deutsche Bank Aktiengesellschaft will be the principal paying agent (the "**Principal Paying Agent**", and together with any additional paying agent appointed by the Issuer in accordance with § 6(2), the "**Paying Agents**"). The address of the specified office of the Principal Paying Agent is:

Principal Paying Agent:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany

The Paying Agents reserve the right at any time to change their specified offices to some other office in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or any Paying Agent and to appoint another Principal Paying Agent or additional or other Paying Agents. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) so long as the Notes are listed on the official list of the Luxembourg Stock Exchange, a Paying Agent (which may be the Principal Paying Agent) with an office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For the purposes of these Conditions of Issue, "**United States**" means the United States of America

Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Die Hauptzahlstelle und die Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers

(including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Principal Paying Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf

handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird; oder

(e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.

§ 8

VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die

of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or

(c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

(d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later, or

(e) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction.

§ 8

PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code

Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

(a) *Nichtzahlung:* die Emittentin Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zahlbaren Beträge nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder

(b) *Verletzung einer sonstigen Verpflichtung:* die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

(c) *Drittverzugs Klausel:* (i) wenn eine bestehende oder zukünftige Zahlungsverpflichtung der Emittentin im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme infolge einer Nichtleistung (unabhängig davon, wie eine solche definiert ist) vorzeitig fällig wird, oder (ii) wenn eine solche Zahlungsverpflichtung bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht erfüllt wird, oder (iii) wenn die Emittentin einen Betrag, der unter einer bestehenden oder zukünftigen Garantie oder Gewährleistung im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme, zur Zahlung fällig wird, bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht zahlt, vorausgesetzt, dass der Gesamtbetrag der betreffenden Zahlungsverpflichtungen, Garantien oder Gewährleistungen, bezüglich derer eines oder mehrere der in

(*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

(a) *Non-Payment:* the Issuer fails to pay principal or interest or any other amounts due on the Notes within 15 days after the relevant due date, or

(b) *Breach of other Obligation:* the Issuer fails to duly perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Principal Paying Agent has received notice thereof from a Holder, or

(c) *Cross-Default:* (i) any present or future payment obligation of the Issuer in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity for reason of the occurrence of a default (howsoever defined), or (ii) any such payment obligation is not met when due or, as the case may be, within an applicable grace period, or (iii) any amounts due under any present or future guarantee or warranty by the Issuer for moneys borrowed or raised are not paid when due or, as the case may be, within an applicable grace period, provided that the relevant aggregate amount of the payment obligation, guarantee or warranty in respect of which one or more of the events mentioned above in this subsection (c) has or have occurred equals or exceeds an amount which corresponds to 3.00 per cent. of the Issuer's equity, as shown from time to time in the balance

diesem Absatz (c) genannten Ereignisse eintreten, mindestens einem Betrag von 3,00 % des Eigenkapitals des Emittenten, welches zum gegebenen Zeitpunkt in der Bilanz des letzten Jahresabschlusses der adidas AG ausgewiesen wurde, entspricht oder diesen übersteigt und der jeweilige Kündigungsgrund nicht innerhalb von 30 Tagen, nachdem die Emittentin eine diesbezügliche Mitteilung durch den Gläubiger nach Maßgabe von Absatz (2) erhalten hat, behoben wird. Dieser Absatz (c) ist jedoch nicht anwendbar, wenn die Emittentin ihre betreffenden Zahlungsverpflichtungen in gutem Glauben bestreitet; oder

(d) *Zahlungseinstellung*: die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen allgemein einstellt; oder

(e) *Insolvenz u.ä.*: ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist; oder

(f) *Liquidation*: die Emittentin in Liquidation geht (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin übernimmt oder übernehmen).

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

sheet of the most recent annual financial statements of adidas AG, and such default continues for more than 30 days after the Issuer has received notice thereof from a Holder, such notice being substantially in the form as specified in paragraph (2), provided however, that this paragraph (c) shall not apply, where the Issuer contests its relevant payment obligation in good faith, or

(d) *Cessation of Payment*: the Issuer announces its inability to meet its financial obligations or ceases its payments generally, or

(e) *Insolvency etc.*: a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or

(f) *Liquidation*: the Issuer enters into liquidation (except in connection with a merger or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber der Hauptzahlstelle zu erklären zusammen mit dem Nachweis in Form einer Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist und per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.

§ 10 ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich

(2) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by registered mail to the specified office of the Principal Paying Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a statement of his Custodian (as defined in § 14(3)) or any other appropriate manner.

§ 10 SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of it as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

(b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to

verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

(d) die Emittentin unbedingt und unwiderruflich die Verbindlichkeiten der Nachfolgeschuldnerin unter den Schuldverschreibungen zu Bedingungen garantiert, die sicherstellen, dass jeder Gläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne die Ersetzung stehen würde, und eine Negativverpflichtung übernimmt, die der Bestimmung in § 2 Absatz (2) entspricht;

(e) der Hauptzahlstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich

indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

(d) the Issuer irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under the Notes on terms that ensure that each Holder will be put in an economic position which is at least as favourable as that which would have existed if the substitution had not taken place and assumes a negative pledge equal to § 2(2) hereof;

(e) there shall have been delivered to the Principal Paying Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Conditions of Issue to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to

zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat) und in § 9 Absatz (1)(c) bis (f) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin) und ein weiterer Kündigungsgrund soll als aufgenommen gelten, der dann eintritt, wenn die Garantie aus irgendeinem Grund nicht mehr gilt.

Zum Zwecke der Feststellung eines Kontrollwechsels in § 5 Absatz (3) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen, zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin.

§ 11

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN UND ANKAUF

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Hauptzahlstelle zwecks Entwertung eingereicht werden.

§ 12

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die

the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor and in § 9(1)(c) to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included (in addition to the reference to the Substitute Debtor) and a further event of default shall be deemed to have been included; such event of default shall exist in the case that the guarantee is or becomes invalid for any reasons.

For the purpose of the determination of a Change of Control in § 5 (3), an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11

FURTHER ISSUES AND PURCHASES

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Principal Paying Agent for cancellation.

§ 12

AMENDMENT OF THE CONDITIONS OF ISSUE, HOLDERS' REPRESENTATIVE

(1) *Amendment of the Conditions of Issue.*

Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz* – "**SchVG**") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung

In accordance with the Act on Debt Securities (*Schuldverschreibungsgesetz aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of the Conditions of Issue with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Majority resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent. of the votes cast. Resolutions relating to amendments of the Conditions of Issue which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding

an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen. Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

§ 13 MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der official list der Luxemburger Börse notiert und dort zum Handel im regulierten Markt zugelassen sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag

Notes.

(6) *Holders' Representative.* The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder. The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

§ 13 NOTICES

(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list and admitted to trading in the regulated market of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the rate of interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to

der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit der oder den betreffenden Schuldverschreibung(en) per Kurier oder per Einschreiben an die Hauptzahlstelle geleitet werden. Solange Schuldverschreibungen durch eine Globalurkunde verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Hauptzahlstelle über das Clearing System in der von der Hauptzahlstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein

have been validly given towards the Holders on the seventh day after the day on which the said notice was given to the Clearing System.

(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with the relevant Note or Notes to the Principal Paying Agent. So long as any of the Notes are represented by a Global Note, such notice may be given by any Holder of a Note to the Principal Paying Agent through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

§ 14 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

(3) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such

Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

(4) *Nachweis der Berechtigung zur Teilnahme an der Gläubigerversammlung.* Die Einberufung einer Gläubigerversammlung gemäß § 12 kann vorsehen, wie die Berechtigung zur Teilnahme daran nachzuweisen ist. Sofern die Einberufung nichts anderes bestimmt, berechtigt ein von einem durch die Emittentin zu ernennenden Beauftragten ausgestellter Stimmzettel seinen Inhaber zur Teilnahme an und zur Stimmabgabe in

securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

(4) *Proof for taking part in the Holders' Meeting.* The convening notice of a Holders' meeting pursuant to § 12 shall provide what proof is required to be entitled to take part in the Holders' meeting. Unless otherwise provided in the convening notice, for Notes represented by a Global Note a voting certificate obtained from an agent to be appointed by the Issuer shall entitle its bearer to attend and vote at the Holders' meeting. A voting certificate may be

der Gläubigerversammlung. Der Stimmzettel kann vom Gläubiger bezogen werden, indem er mindestens sechs Tage vor dem für die Gläubigerversammlung bestimmten Datum

(a) seine Schuldverschreibungen bei einem durch die Emittentin zu ernennenden Beauftragten oder gemäß einer Weisung dieses Beauftragten bei einer von dem Beauftragten benannten Depotbank oder anderen Verwahrer für die Zwecke der Teilnahme an und Stimmabgabe in der Gläubigerversammlung hinterlegt hat oder

(b) seine Schuldverschreibungen bei einer Depotbank in Übereinstimmung mit deren Verfahrensregeln gesperrt sowie einen Nachweis über die Inhaberschaft und Sperrung der Schuldverschreibungen an den Beauftragten der Emittentin geliefert hat.

Der Stimmzettel ist zu datieren und muss die betreffende Gläubigerversammlung bezeichnen sowie den ausstehenden Nennbetrag und etwaige Seriennummern der Schuldverschreibungen, die entweder hinterlegt oder bei einer Depotbank gesperrt sind, angeben. Die Einberufung kann auch die Erbringung eines Identitätsnachweises der ein Stimmrecht ausübenden Person vorsehen. Hat der jeweilige Beauftragte der Emittentin einen Stimmzettel für eine Schuldverschreibung ausgegeben, dürfen die Schuldverschreibungen solange nicht freigegeben bzw. deren Übertragung zugelassen werden, bis entweder die Gläubigerversammlung beendet oder der jeweiligen Beauftragten der Stimmzettel zurückgegeben worden ist.

§ 15 SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.

obtained by a Holder if at least six days before the date fixed for the Holders' meeting, such Holder

(a) deposits its Notes for such purpose with an agent to be appointed by the Issuer or to the order of such agent with a Custodian or other depositary nominated by such agent for such purpose or

(b) blocks its Notes in an account with a Custodian in accordance with the procedures of the Custodian and delivers a confirmation stating the ownership and blocking of its Notes to the agent of the Issuer.

The voting certificate shall be dated and shall specify the Holders' meeting concerned and the total number, the outstanding principal amount and the serial numbers (if any) of the Notes either deposited or blocked in an account with the Custodian. The convening notice may also require a proof of identity of a person exercising a voting right. Once the relevant agent of the Issuer has issued a voting certificate for a Holders' meeting in respect of a Note, the Notes shall neither be released nor permitted to be transferred until either such Holders' meeting has been concluded or the voting certificate has been surrendered to the relevant agent of the Issuer.

§ 15 LANGUAGE

These Conditions of Issue are written in the German language. The German text shall be controlling and binding. The English language translation is provided for convenience only.

CONDITIONS OF ISSUE FOR THE 2026 NOTES

*These terms and conditions of the notes (the "**Conditions of Issue**") are written in the German language and provided with an English language translation. The German text shall be the legally binding version. The English language translation is provided for convenience only.*

*Diese Anleihebedingungen (die "**Anleihebedingungen**") sind in deutscher Sprache abgefasst und mit einer englischen Übersetzung versehen. Der deutsche Wortlaut ist rechtsverbindlich. Die englische Übersetzung dient nur zur Information.*

ANLEIHEBEDINGUNGEN

§ 1

WÄHRUNG, NENNBETRAG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Nennbetrag.* Die Anleihe der adidas AG (die "**Emittentin**"), begeben am 8. Oktober 2014 (der "**Ausgabetag**") im Gesamtnennbetrag (vorbehaltlich § 1 Absatz (6)) von EUR ● ist eingeteilt in ● unter sich gleichberechtigte, auf den Inhaber lautende Schuldverschreibungen im Nennbetrag von je EUR 1.000 (der "**festgelegte Nennbetrag**") (die "**Schuldverschreibungen**" oder die "**Anleihe**").

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in dem festgelegten Nennbetrag, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und trägt die eigenhändige Kontrollunterschrift der Hauptzahlstelle. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

CONDITIONS OF ISSUE

§ 1

CURRENCY, PRINCIPAL AMOUNT, FORM, CERTAIN DEFINITIONS

(1) *Currency; Principal Amount.* The issue by adidas AG (the "**Issuer**") issued on October 8, 2014 (the "**Issue Date**") in the aggregate principal amount, subject to § 1(6) of EUR ● is divided into ● notes in the principal amount of EUR 1,000 (the "**Specified Denomination**") each payable to bearer and ranking *pari passu* with each other (the "**Notes**" or the "**Issue**").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall bear a manual control signature of the Principal Paying Agent. Definitive Notes and interest coupons will not be issued.

(b) Die vorläufige Globalurkunde wird an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Ausgabetag der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Ausgabetag liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Ausgabetag der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, die vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. "**Clearing System**" bedeutet jeweils folgendes: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgien) ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.

Die Schuldverschreibungen werden in Form

(b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not later than 180 days after the Issue Date of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the Issue Date. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means each of the following: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") and any successor in such capacity.

The Notes are issued in new global note

einer New Global Note ("**NGN**") ausgegeben und von einem *common safekeeper* im Namen beider ICSDs verwahrt.

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *Register der ICSDs*. Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind definitiver Nachweis des Nennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist definitive Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

(6) *Records of the ICSDs*. The aggregate principal amount of Notes represented by the global note shall be the aggregate principal amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customers' interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled so paid.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.

§ 2

STATUS UND NEGATIVVERPFLICHTUNG

(1) *Status*. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder dingliche Sicherheiten oder sonstige Sicherungsrechte (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes Vermögen oder Teile davon zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.

§ 2

STATUS AND NEGATIVE PLEDGE

(1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge*. The Issuer undertakes, so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to provide any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a "**Security Interest**") over the whole or any part of its assets to secure any Capital Market Indebtedness (as defined below) without at the same time letting the Holders share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Issuer, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Für Zwecke dieses § 2 bedeutet "**Kapitalmarktverbindlichkeit**" jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) der Emittentin oder einer ihrer wesentlichen Tochtergesellschaften (dies bezeichnet eine Tochtergesellschaft, an der die Emittentin einen Anteil von mindestens 10 % hält) bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, soweit sie an einer Börse oder im Freiverkehr notiert sind oder gehandelt werden oder deren Notierung oder Handel dort beabsichtigt ist oder Schuldscheindarlehen nach deutschem Recht.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom 8. Oktober 2014 (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich ● %. Die Zinsen sind nachträglich am 8. Oktober eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am 8. Oktober 2015.

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen. Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288

For the purposes of this § 2, "**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) of the Issuer or any of the Issuer's material subsidiaries (being a subsidiary in which the Issuer holds a share of 10 per cent. or more) in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are intended to be quoted, listed or traded on any stock exchange or over-the-counter securities market or certificates of indebtedness governed by German law.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of ● per cent. *per annum* from (and including) October 8, 2014 to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on October 8 in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on October 8, 2015.

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law. The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288(1), 247(1) German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

Absatz 1, 247 Absatz 1 BGB.

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.

§ 4

ZAHLUNGEN

(1) *Zahlungen auf Kapital und von Zinsen.* Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "Day Count Fraction" means with regard to the calculation of interest on any Note for any period of time (the "Calculation Period") the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.

§ 4

PAYMENTS

(1) *Payment of Principal and Interest.* Payment of principal and interest in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in euro.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of,

System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird,

the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") are operational to forward the relevant payment.

(5) *References to Principal and Interest.* References in these Conditions of Issue to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions of Issue to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer

erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 8. Oktober 2026 (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem jeweiligen Nennbetrag der Schuldverschreibung.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Hauptzahlstelle und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Anleihebedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der

shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on October 8, 2026 (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Principal Paying Agent and, in accordance with § 13 to the Holders, at the principal amount together with interest accrued to the date fixed for redemption.

Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

(3) *Vorzeitige Rückzahlung aufgrund eines Kontrollwechsels.* Tritt ein Kontrollwechsel (ein **“Kontrollwechsel-Ereignis”**) ein, hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Kontrollwechsel-Ereignis-Mitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen an dem Tag zu verlangen, der 30 Tage nach der Veröffentlichung einer Kontrollwechsel-Ereignis-Mitteilung liegt (**“Vorzeitiger Rückzahlungstag”**).

Die Emittentin wird die Gläubiger von einem Kontrollwechsel-Ereignis und von dem Tag, an dem dieses Kontrollwechsel-Ereignis eingetreten ist, in Kenntnis setzen (eine **“Kontrollwechsel-Ereignis-Mitteilung”**), sobald dies nach Kenntniserlangung praktikabel ist.

Zur Ausübung dieses Wahlrechts muss der

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Early Redemption due to a Change of Control.* If a Change of Control occurs (a **“Change of Control Event”**), each Holder will have the option (unless, prior to the giving of the Change of Control Event Notification referred below, the Issuer gives notice to redeem the Notes in accordance with § 5 (2)) to require the Issuer to redeem the Notes of such Holder at the principal amount together with interest accrued to the date fixed for redemption on the date which falls 30 days following the publication of a Change of Control Event Notification (such date the **“Early Redemption Date”**).

The Issuer shall give notice to the Holders of the occurrence of a Change of Control Event and of the date on which such Change of Control Event occurred (a **“Change of Control Event Notification”**) as soon as practicable after becoming aware thereof.

In order to exercise such option, the Holder

Gläubiger eine ordnungsgemäß ausgefüllte Ausübungserklärung in Schriftform bei der angegebenen Niederlassung der Hauptzahlstelle einreichen (die "**Ausübungserklärung**"). Eine solche Ausübungserklärung muss der Hauptzahlstelle während der normalen Geschäftsstunden innerhalb eines Zeitraums von 15 Tagen, nachdem die Kontrollwechsel-Ereignis-Mitteilung veröffentlicht wurde, übermittelt werden. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.

Wenn 80 % oder mehr des Gesamtnennbetrags der dann ausstehenden Schuldverschreibungen gemäß § 5 Absatz (3) zurückgezahlt wurde, ist die Emittentin berechtigt, mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Hauptzahlstelle und gemäß § 13 gegenüber den Gläubigern mit Wirkung zu dem von der Emittentin in der Bekanntmachung festgelegten Rückzahlungstermin nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zu kündigen.

Wobei:

ein "**Kontrollwechsel**" als eingetreten gilt, wenn eine Person oder Personen, die ihr Verhalten aufeinander abgestimmt haben oder eine oder mehrerer Personen, die für eine solche Person handelt bzw. für solche Personen handeln, zu irgendeinem Zeitpunkt direkt oder indirekt (i) mehr als fünfzig (50) Prozent des Eigenkapitals der Emittentin erwirbt/erwerben oder (ii) eine Anzahl von Anteilen am Eigenkapital der Emittentin erwirbt/erwerben, der mehr als fünfzig (50) Prozent der an einer Hauptversammlung der Emittentin ausübenden Stimmrechte trägt;

must submit to the specified office of the Principal Paying Agent a duly completed option exercise notice in written form ("**Exercise Notice**"). Such Exercise Notice must be submitted to the Principal Paying Agent during normal business hours within a period of 15 days after a Change of Control Event Notification has been given. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.

If 80 per cent. or more of the aggregate principal amount of the Notes then outstanding have been redeemed pursuant to the provisions of this § 5(3), the Issuer may, by giving not more than 60 days' nor less than 30 days' prior notice of redemption to the Principal Paying Agent and, in accordance with § 13 to the Holders, call, at its option, the remaining Notes (in whole but not in part) with effect from the redemption date specified by the Issuer in the notice at the principal amount together with interest accrued to the date fixed for redemption.

Whereas:

A "**Change of Control**" shall be deemed to have occurred if any person or Persons Acting in Concert or any person or persons acting on behalf of any such person(s), at any time directly or indirectly acquire(s) (i) more than 50 per cent. of the share capital (*Eigenkapital*) of the Issuer or (ii) such number of shares in the capital (*Anteile am Eigenkapital*) of the Issuer carrying more than 50 per cent. of the voting rights exercisable at respective general meetings of the Issuer.

“Personen, die ihr Verhalten aufeinander abgestimmt haben” bezeichnet Personen, die ihr Verhalten i.S.d. § 22 Absatz (2) Wertpapierhandelsgesetz aufeinander abgestimmt haben.

(4) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt aber nicht teilweise innerhalb des Wahl-Rückzahlungszeitraums (Call) am Wahl-Rückzahlungstag (Call) zum Nennbetrag nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

“Wahl-Rückzahlungszeitraum (Call)” bezeichnet den Zeitraum ab 8. Juli 2026 (einschließlich) bis zum Fälligkeitstag (ausschließlich).

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

(i) die genaue Bezeichnung der zurückzuzahlenden Schuldverschreibungen; und

(ii) den Tag innerhalb des Wahl-Rückzahlungszeitraums (Call), an dem die Rückzahlung nach Ausübung des Wahlrechts der Emittentin erfolgen wird (der **“Wahl-Rückzahlungstag (Call)”**). Der Wahl-Rückzahlungstag (Call) darf nicht weniger als 15 und nicht mehr als 30 Tage auf den Tag der Kündigung durch die Emittentin gegenüber den Gläubigern folgen.

“Persons Acting in Concert” means persons acting in concert within the meaning of § 22 (2) of the German Securities Trading Act (*Wertpapierhandelsgesetz*).

(4) Early Redemption at the Option of the Issuer.

(a) The Issuer may, upon notice given in accordance with clause (b), redeem all of the Notes but not some of the Notes only within the Call Redemption Period on the Call Redemption Date at the principal amount together with accrued interest, if any, to (but excluding) the Call Redemption Date.

“Call Redemption Period” means the period from, and including, July 8, 2026 to, but excluding, the Maturity Date.

(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:

(i) the exact specification of the Notes subject to redemption; and

(ii) the date within the Call Redemption Period on which the redemption will occur at the option of the Issuer (the **“Call Redemption Date”**). The Call Redemption Date may not be less than 15 nor more than 30 days after the date on which notice is given by the Issuer to the Holders.

§ 6
DIE HAUPTZAHLSTELLE UND DIE
ZAHLSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die Deutsche Bank Aktiengesellschaft ist die Hauptzahlstelle (die "**Hauptzahlstelle**", und gemeinsam mit etwaigen von der Emittentin nach § 6(2) bestellten zusätzlichen Zahlstellen, die "**Zahlstellen**"). Die Geschäftsräume der Hauptzahlstelle befinden sich unter der folgenden Adresse:

Hauptzahlstelle:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

Die Zahlstellen behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere Geschäftsstelle in derselben Stadt zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder einer Zahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Hauptzahlstelle unterhalten und (ii) solange die Schuldverschreibungen an der *official list* der Luxemburger Börse notiert sind, eine Zahlstelle (die die Hauptzahlstelle sein kann) mit Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser

§ 6
THE PRINCIPAL PAYING AGENT AND
THE
PAYING AGENT

(1) *Appointment; specified office.* Deutsche Bank Aktiengesellschaft will be the principal paying agent (the "**Principal Paying Agent**", and together with any additional paying agent appointed by the Issuer in accordance with § 6(2), the "**Paying Agents**"). The address of the specified office of the Principal Paying Agent is:

Principal Paying Agent:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany

The Paying Agents reserve the right at any time to change their specified offices to some other office in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or any Paying Agent and to appoint another Principal Paying Agent or additional or other Paying Agents. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) so long as the Notes are listed on the official list of the Luxembourg Stock Exchange, a Paying Agent (which may be the Principal Paying Agent) with an office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For the purposes of these Conditions of Issue, "**United States**" means the United States of America

Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Die Hauptzahlstelle und die Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers

(including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Principal Paying Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf

handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird; oder

(e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.

§ 8

VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die

of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or

(c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

(d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later, or

(e) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction.

§ 8

PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code

Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

(a) *Nichtzahlung:* die Emittentin Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zahlbaren Beträge nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder

(b) *Verletzung einer sonstigen Verpflichtung:* die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

(c) *Drittverzugs Klausel:* (i) wenn eine bestehende oder zukünftige Zahlungsverpflichtung der Emittentin im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme infolge einer Nichtleistung (unabhängig davon, wie eine solche definiert ist) vorzeitig fällig wird, oder (ii) wenn eine solche Zahlungsverpflichtung bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht erfüllt wird, oder (iii) wenn die Emittentin einen Betrag, der unter einer bestehenden oder zukünftigen Garantie oder Gewährleistung im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme, zur Zahlung fällig wird, bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht zahlt, vorausgesetzt, dass der Gesamtbetrag der betreffenden Zahlungsverpflichtungen, Garantien oder Gewährleistungen, bezüglich derer eines oder mehrere der in

(*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

(a) *Non-Payment:* the Issuer fails to pay principal or interest or any other amounts due on the Notes within 15 days after the relevant due date, or

(b) *Breach of other Obligation:* the Issuer fails to duly perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Principal Paying Agent has received notice thereof from a Holder, or

(c) *Cross-Default:* (i) any present or future payment obligation of the Issuer in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity for reason of the occurrence of a default (howsoever defined), or (ii) any such payment obligation is not met when due or, as the case may be, within an applicable grace period, or (iii) any amounts due under any present or future guarantee or warranty by the Issuer for moneys borrowed or raised are not paid when due or, as the case may be, within an applicable grace period, provided that the relevant aggregate amount of the payment obligation, guarantee or warranty in respect of which one or more of the events mentioned above in this subsection (c) has or have occurred equals or exceeds an amount which corresponds to 3.00 per cent. of the Issuer's equity, as shown from time to time in the balance

diesem Absatz (c) genannten Ereignisse eintreten, mindestens einem Betrag von 3,00 % des Eigenkapitals des Emittenten, welches zum gegebenen Zeitpunkt in der Bilanz des letzten Jahresabschlusses der adidas AG ausgewiesen wurde, entspricht oder diesen übersteigt und der jeweilige Kündigungsgrund nicht innerhalb von 30 Tagen, nachdem die Emittentin eine diesbezügliche Mitteilung durch den Gläubiger nach Maßgabe von Absatz (2) erhalten hat, behoben wird. Dieser Absatz (c) ist jedoch nicht anwendbar, wenn die Emittentin ihre betreffenden Zahlungsverpflichtungen in gutem Glauben bestreitet; oder

(d) *Zahlungseinstellung*: die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen allgemein einstellt; oder

(e) *Insolvenz u.ä.*: ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist; oder

(f) *Liquidation*: die Emittentin in Liquidation geht (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin übernimmt oder übernehmen).

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

sheet of the most recent annual financial statements of adidas AG, and such default continues for more than 30 days after the Issuer has received notice thereof from a Holder, such notice being substantially in the form as specified in paragraph (2), provided however, that this paragraph (c) shall not apply, where the Issuer contests its relevant payment obligation in good faith, or

(d) *Cessation of Payment*: the Issuer announces its inability to meet its financial obligations or ceases its payments generally, or

(e) *Insolvency etc.*: a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or

(f) *Liquidation*: the Issuer enters into liquidation (except in connection with a merger or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber der Hauptzahlstelle zu erklären zusammen mit dem Nachweis in Form einer Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist und per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.

§ 10 ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich

(2) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by registered mail to the specified office of the Principal Paying Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a statement of his Custodian (as defined in § 14(3)) or any other appropriate manner.

§ 10 SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of it as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

(b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to

verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

(d) die Emittentin unbedingt und unwiderruflich die Verbindlichkeiten der Nachfolgeschuldnerin unter den Schuldverschreibungen zu Bedingungen garantiert, die sicherstellen, dass jeder Gläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne die Ersetzung stehen würde, und eine Negativverpflichtung übernimmt, die der Bestimmung in § 2 Absatz (2) entspricht;

(e) der Hauptzahlstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich

indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

(d) the Issuer irrevocably and unconditionally guarantees such obligations of the Substitute Debtor under the Notes on terms that ensure that each Holder will be put in an economic position which is at least as favourable as that which would have existed if the substitution had not taken place and assumes a negative pledge equal to § 2(2) hereof;

(e) there shall have been delivered to the Principal Paying Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Conditions of Issue to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to

zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat) und in § 9 Absatz (1)(c) bis (f) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin) und ein weiterer Kündigungsgrund soll als aufgenommen gelten, der dann eintritt, wenn die Garantie aus irgendeinem Grund nicht mehr gilt.

Zum Zwecke der Feststellung eines Kontrollwechsels in § 5 Absatz (3) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen, zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin.

§ 11

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN UND ANKAUF

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Hauptzahlstelle zwecks Entwertung eingereicht werden.

§ 12

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die

the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor and in § 9(1)(c) to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included (in addition to the reference to the Substitute Debtor) and a further event of default shall be deemed to have been included; such event of default shall exist in the case that the guarantee is or becomes invalid for any reasons.

For the purpose of the determination of a Change of Control in § 5 (3), an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11

FURTHER ISSUES AND PURCHASES

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Principal Paying Agent for cancellation.

§ 12

AMENDMENT OF THE CONDITIONS OF ISSUE, HOLDERS' REPRESENTATIVE

(1) *Amendment of the Conditions of Issue.*

Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz* – "**SchVG**") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung

In accordance with the Act on Debt Securities (*Schuldverschreibungsgesetz aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of the Conditions of Issue with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Majority resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent. of the votes cast. Resolutions relating to amendments of the Conditions of Issue which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding

an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen. Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

§ 13 MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der official list der Luxemburger Börse notiert und dort zum Handel im regulierten Markt zugelassen sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag

Notes.

(6) *Holders' Representative.* The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder. The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

§ 13 NOTICES

(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list and admitted to trading in the regulated market of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the rate of interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to

der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit der oder den betreffenden Schuldverschreibung(en) per Kurier oder per Einschreiben an die Hauptzahlstelle geleitet werden. Solange Schuldverschreibungen durch eine Globalurkunde verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Hauptzahlstelle über das Clearing System in der von der Hauptzahlstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein

have been validly given towards the Holders on the seventh day after the day on which the said notice was given to the Clearing System.

(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with the relevant Note or Notes to the Principal Paying Agent. So long as any of the Notes are represented by a Global Note, such notice may be given by any Holder of a Note to the Principal Paying Agent through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

§ 14 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

(3) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such

Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

(4) *Nachweis der Berechtigung zur Teilnahme an der Gläubigerversammlung.* Die Einberufung einer Gläubigerversammlung gemäß § 12 kann vorsehen, wie die Berechtigung zur Teilnahme daran nachzuweisen ist. Sofern die Einberufung nichts anderes bestimmt, berechtigt ein von einem durch die Emittentin zu ernennenden Beauftragten ausgestellter Stimmzettel seinen Inhaber zur Teilnahme an und zur Stimmabgabe in

securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

(4) *Proof for taking part in the Holders' Meeting.* The convening notice of a Holders' meeting pursuant to § 12 shall provide what proof is required to be entitled to take part in the Holders' meeting. Unless otherwise provided in the convening notice, for Notes represented by a Global Note a voting certificate obtained from an agent to be appointed by the Issuer shall entitle its bearer to attend and vote at the Holders' meeting. A voting certificate may be

der Gläubigerversammlung. Der Stimmzettel kann vom Gläubiger bezogen werden, indem er mindestens sechs Tage vor dem für die Gläubigerversammlung bestimmten Datum

(a) seine Schuldverschreibungen bei einem durch die Emittentin zu ernennenden Beauftragten oder gemäß einer Weisung dieses Beauftragten bei einer von dem Beauftragten benannten Depotbank oder anderen Verwahrer für die Zwecke der Teilnahme an und Stimmabgabe in der Gläubigerversammlung hinterlegt hat oder

(b) seine Schuldverschreibungen bei einer Depotbank in Übereinstimmung mit deren Verfahrensregeln gesperrt sowie einen Nachweis über die Inhaberschaft und Sperrung der Schuldverschreibungen an den Beauftragten der Emittentin geliefert hat.

Der Stimmzettel ist zu datieren und muss die betreffende Gläubigerversammlung bezeichnen sowie den ausstehenden Nennbetrag und etwaige Seriennummern der Schuldverschreibungen, die entweder hinterlegt oder bei einer Depotbank gesperrt sind, angeben. Die Einberufung kann auch die Erbringung eines Identitätsnachweises der ein Stimmrecht ausübenden Person vorsehen. Hat der jeweilige Beauftragte der Emittentin einen Stimmzettel für eine Schuldverschreibung ausgegeben, dürfen die Schuldverschreibungen solange nicht freigegeben bzw. deren Übertragung zugelassen werden, bis entweder die Gläubigerversammlung beendet oder der jeweiligen Beauftragten der Stimmzettel zurückgegeben worden ist.

§ 15 SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.

obtained by a Holder if at least six days before the date fixed for the Holders' meeting, such Holder

(a) deposits its Notes for such purpose with an agent to be appointed by the Issuer or to the order of such agent with a Custodian or other depositary nominated by such agent for such purpose or

(b) blocks its Notes in an account with a Custodian in accordance with the procedures of the Custodian and delivers a confirmation stating the ownership and blocking of its Notes to the agent of the Issuer.

The voting certificate shall be dated and shall specify the Holders' meeting concerned and the total number, the outstanding principal amount and the serial numbers (if any) of the Notes either deposited or blocked in an account with the Custodian. The convening notice may also require a proof of identity of a person exercising a voting right. Once the relevant agent of the Issuer has issued a voting certificate for a Holders' meeting in respect of a Note, the Notes shall neither be released nor permitted to be transferred until either such Holders' meeting has been concluded or the voting certificate has been surrendered to the relevant agent of the Issuer.

§ 15 LANGUAGE

These Conditions of Issue are written in the German language. The German text shall be controlling and binding. The English language translation is provided for convenience only.

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Conditions of Issue provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favour or against such resolution.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) if the vote was solicited by the common representative of the Holders (the "**Holders' Representative**"), the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Holders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings will apply *mutatis mutandis* to any vote without a meeting. The following summarises some of such rules.

Meetings of Holders may be convened by the Issuer or the Holders' Representative. Meetings of Holders must be convened if one or more Holders holding five per cent. or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting is the place of the Issuer's registered offices, provided, however, that where the Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50 per cent. of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. Resolutions which amend or supplement the Conditions of Issue have to be implemented by supplementing or amending the Global Note.

In insolvency proceedings instituted in Germany against the Issuer, the Holders' Representative is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the German Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Conditions of Issue, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

TAXATION

The following is a general description of certain tax considerations relating to the Notes in the Federal Republic of Germany, the Grand Duchy of Luxembourg, The Netherlands and the Republic of Austria. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this description does not consider any specific facts or circumstances that may apply to a particular purchaser. This description is based on the laws of the Federal Republic of Germany the Grand Duchy of Luxembourg, The Netherlands and the Republic of Austria currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR TAX ADVISERS AS TO THE CONSEQUENCES, UNDER THE TAX LAWS OF THE COUNTRY IN WHICH THEY ARE RESIDENT FOR TAX PURPOSES AND UNDER THE TAX LAWS OF THE FEDERAL REPUBLIC OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG, THE NETHERLANDS AND THE REPUBLIC OF AUSTRIA OF ACQUIRING, HOLDING AND DISPOSING OF NOTES AND RECEIVING PAYMENTS OF PRINCIPAL, INTEREST AND OTHER AMOUNTS UNDER THE NOTES. THE INFORMATION CONTAINED WITHIN THIS SECTION IS LIMITED TO TAXATION ISSUES, AND PROSPECTIVE INVESTORS SHOULD NOT APPLY ANY INFORMATION SET OUT BELOW TO OTHER AREAS; INCLUDING (BUT NOT LIMITED TO) THE LEGALITY OF TRANSACTIONS INVOLVING THE NOTES.

1. Federal Republic of Germany

Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (Privatvermögen)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

- Income

Payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 22 December 2009, as amended on 16 November 2010 and 9 October 2012, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the Issuer become

insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

- German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (e.g. if the Notes had been transferred from a non-EU custodial account prior to the sale), withholding tax is applied to 30 per cent. of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent. (including solidarity surcharge) plus, if applicable, church tax.

Individuals who are subject to church tax may apply in writing for this tax to be withheld as a surcharge to the withholding tax. Individuals subject to church tax but declining the application have to include their savings income in their tax return and will then be assessed to church tax. For German credit institutions an electronic information system as regards church withholding tax shall apply in respect of savings income received after 31 December 2014, with the effect that church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuer is, as a rule, not obliged to levy German withholding tax in respect of payments on the Notes.

- Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in

certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has not applied in writing for this tax to be withheld as a surcharge to the withholding tax or, after 31 December 2014, has filed a blocking notice (Sperrvermerk) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375 per cent. - including solidarity surcharge (Solidaritätszuschlag) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed husband and wife the application can only be filed for savings income of both spouses.

When computing the savings income, the saver's lump sum amount (Sparer-Pauschbetrag) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

Taxation if the Notes are held as business assets (*Betriebsvermögen*)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 per cent. or income tax at a rate of up to 45 per cent., as the case may be, (in each case plus 5.5 per cent. solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are deductible.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced (please see below paragraph 6).

2. Luxembourg

This taxation overview solely addresses withholding tax consequences of the acquisition, ownership and disposal of Notes issued by the Issuer on or after the date of this Prospectus under Luxembourg Tax Law. It does not describe any other Luxembourg tax consequences. It does therefore not consider every aspect of taxation that may be relevant to a particular Holder of Notes.

Prospective Holders of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of the Notes on the basis of this Prospectus, including the effect of any state or local taxes, under the tax laws of Luxembourg and each country of which they are residents.

Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June, 2005, as amended, implementing the European Union Savings Directive (Council Directive 2003/48/EC) and ratifying several agreements concluded with certain dependent or associated territories and providing for the possible application of a 35 per cent. withholding tax on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities" within the meaning of article 4.2 of the EU Savings Directive) in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "EU Savings Directive" below) or agreements. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013 ;
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005, as amended, which has introduced a 10 per cent. withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg

laws of 21 June 2005, as amended, implementing the EU Savings Directive (Council Directive 2003/48/EC)).

Pursuant to the law of 23 December 2005, as amended, Luxembourg resident individuals can opt to self declare and pay a 10 per cent. levy on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area or in a State or territory which has concluded an agreement directly relating to the EU Savings Directive (Council Directive 2003/48/EC) on the taxation of savings income.

The 10 per cent. withholding tax as described above or the 10 per cent. levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

3. Austria

General remarks

This section on taxation contains a brief summary of the Issuer's understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Notes in the Republic of Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the Notes consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Notes. Tax risks resulting from the Notes shall in any case be borne by the investor. For the purposes of the following it is assumed that the Notes are legally and factually offered to an indefinite number of persons.

Individuals having a permanent domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*) in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a permanent domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of effective management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*) in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of effective management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

Income taxation of the Notes

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest;
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital, zero coupon bonds and broken-period interest; and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates.

Also the withdrawal of the Notes from a bank deposit (*Depotentnahme*) and circumstances leading to a loss of Austria's taxation right regarding the Notes vis-à-vis other countries, e.g. a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (cf. sec. 27(6)(1) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Notes as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), the income is subject to withholding tax (*Kapitalertragsteuer*) of 25 per cent.; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). In case of investment income without an Austrian nexus, the income must be included in the investor's income tax return and is subject to tax at a flat rate of 25 per cent. In both cases upon application the option exists to tax all income subject to tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Sec. 27(8) of the Austrian Income Tax Act, inter alia, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest and other claims vis-à-vis credit institutions nor against income from private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*); income subject to tax at a flat rate of 25 per cent. may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income.

Individuals subject to unlimited income tax liability in Austria holding the Notes as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (as described above) the income is subject to withholding tax of 25 per cent. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless tax at a flat rate of 25 per cent.). In case of investment income without an Austrian nexus, the income must always be included in the investor's income tax return (generally tax at a flat rate of 25 per cent.). In both cases upon application the option exists to tax all income subject to tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value

and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to tax at the flat rate of 25 per cent., are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets; only half of the remaining negative difference may be offset against other types of income (and carried forward).

Corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on interest from the Notes at a rate of 25 per cent. In case of investment income with an Austrian nexus (as described above) the income is subject to withholding tax of 25 per cent., which can be credited against the corporate income tax liability. However, under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Income from the alienation of the Notes is subject to corporate income tax of 25 per cent. Losses from the alienation of the Notes can be offset against other income (and carried forward).

Private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*) and holding the Notes as non-business assets are subject to interim taxation at a rate of 25 per cent. on interest income, income from realised increases in value and income from derivatives (inter alia, if the latter are in the form of securities). Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. In case of investment income with an Austrian nexus (as described above) income is in general subject to withholding tax of 25 per cent., which can be credited against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on investment income from the Notes if they have a permanent establishment (*Betriebsstätte*) in Austria and the Notes are attributable to such permanent establishment (cf. sec. 98(1)(3) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act). As of 1 January 2015 they will also be taxable on interest in the sense of the Austrian EU Withholding Tax Act (*EU-Quellensteuergesetz*, see below) from the Notes if withholding tax is levied on such interest (this does not apply to individuals falling within the scope of the Austrian EU Withholding Tax Act; cf. sec. 98(1)(5)(b) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act).

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically offset negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the custodian agent. If negative and at the same time or later positive income is earned, then the negative income is to be offset against the positive income. If positive and later negative income is earned, then withholding tax on the positive income is to be credited, with such tax credit being limited to 25 per cent. of the negative income. In certain cases the offsetting is not permissible. The custodian agent has to issue a written confirmation on the offsetting of losses for each bank deposit to the taxpayer.

EU withholding tax

Sec. 1 of the Austrian EU Withholding Tax Act – implementing Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments – provides that interest payments paid or credited by an Austrian paying agent (*Zahlstelle*) to a beneficial owner who is an individual resident in another EU member state (or in certain dependent or associated territories, which currently include Anguilla, Aruba, the British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat, Sint Maarten and the Turks and Caicos Islands) are subject to EU withholding tax (*EU-Quellensteuer*) of 35 per cent. Sec. 10 of the Austrian EU Withholding Tax Act provides for an exemption from EU withholding tax if the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her member state of residence for tax

purposes, indicating the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years. It is expected that changes to the EU Withholding Tax Act – implementing Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments – will enter into effect by 1 January 2017.

Tax treaties Austria/Switzerland and Austria/Liechtenstein

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets and the Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation provide that a Swiss, respectively Liechtenstein, paying agent has to withhold a tax amounting to 25 per cent. on, inter alia, interest income, dividends and capital gains from assets booked with an account or deposit of such Swiss, respectively Liechtenstein, paying agent if the relevant holder of such assets (i.e. in general individuals on their own behalf and as beneficial owners of assets held by a domiciliary company (*Sitzgesellschaft*)) is tax resident in Austria. The same applies to such income from assets managed by a Liechtenstein paying agent if the relevant holder of the assets (i.e. in general individuals as beneficial owners of a transparent structure) is tax resident in Austria. For Austrian income tax purposes this withholding tax has the effect of final taxation regarding the underlying income if the Austrian Income Tax Act provides for the effect of final taxation for such income. The treaties, however, do not apply to interest covered by the agreements between the European Community and the Swiss Confederation, respectively the Principality of Liechtenstein, regarding Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss, respectively Liechtenstein, paying agent to disclose to the competent Austrian authority the income, which subsequently has to be included in the income tax return.

Austrian inheritance and gift tax

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Certain exemptions apply in cases of transfers mortis causa of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to income tax at the flat rate of 25 per cent. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5 per cent., with a higher rate of 25 per cent. applying in special cases. Special provisions apply to transfers of assets to entities falling within the scope of the tax treaty between Austria and Liechtenstein.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the

notification obligation may trigger fines of up to 10 per cent. of the fair market value of the assets transferred.

Further, gratuitous transfers of the Notes may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) of the Austrian Income Tax Act (see above).

4. The Netherlands

Withholding tax

Where the Issuer is not resident in The Netherlands for Dutch tax purposes, all payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof.

5. EU Savings Directive

Under EC Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity named Residual Entities (within the meaning of Article 4 (2) of the EU Savings Directive) established in that other Member State; however, for a transitional period, Austria and Luxembourg apply instead a withholding system in relation to such payments, deducting tax at a rate of meanwhile 35 per cent.. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013. In addition, also Austria has undertaken to implement an automatic exchange of information in the future (with no concrete date of implementation given at the moment).

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain Residual Entities established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the EU Savings Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

6. The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**").

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

A joint statement issued in May 2014 by ten of the eleven participating Member States indicated an intention to implement the FTT progressively, such that it would initially apply to shares and certain derivatives, with this initial implementation occurring by 1 January 2016. The FTT, as initially implemented on this basis, may not apply to dealings in the Notes.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation. Additional EU Member States may decide to participate.

Prospective Holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION, SALE AND OFFER OF THE NOTES

General

adidas AG will agree in an agreement to be signed prior to the Issue Date to sell to Bayerische Landesbank, Deutsche Bank AG, London Branch, J.P. Morgan Securities plc, Mizuho International plc and UniCredit Bank AG (the "**Joint Lead Managers**") and possible further financial institutions (such as possible further financial institutions, the "**Co-lead Managers**") (the Co-lead Managers together with the Joint Lead Managers, the "**Managers**"), and the Managers will agree, subject to certain customary closing conditions, to purchase, (i) the 2021 Notes on October 8, 2014 at a price of ● per cent. of their principal amount (the "**Issue Price of the 2021 Notes**" or the relevant "**Issue Price**") and (ii) the 2026 Notes on October 8, 2014 at a price of ● per cent. of their principal amount (the "**Issue Price of the 2026 Notes**" or the relevant "**Issue Price**"). Proceeds to the Issuer will be net of commissions of 0.25 per cent. of the principal amount of the 2021 Notes and 0.25 per cent. of the principal amount of the 2026 Notes to be issued, respectively, payable to the Managers. The Issuer will furthermore agree to reimburse the Managers for certain expenses incurred in connection with the issue of the Notes.

The Managers will be entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no Notes will be delivered to investors. Furthermore, adidas AG will agree to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

The Managers or their affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Managers or their affiliates have received or will receive customary fees and commissions.

There are no interests of natural and legal persons other than the Issuer involved in the issue, including conflicting ones, that are material to the issue.

Offer of the Notes

Offer Period and determination of Pricing Details

Each of the 2021 Notes and of the 2026 Notes can be offered to qualified, institutional and retail investors by the Managers during an offer period which will commence on October 6, 2014 and will be open until the Issue Date. During the offer period, investors may submit orders to the Managers.

On the basis of the orders received by the Managers, the issue price, the rate of interest, the number of 2021 Notes and 2026 Notes to be issued, respectively, the aggregate nominal amount of 2021 Notes and of 2026 Notes to be issued, respectively, and the yield of the 2021 Notes and of the 2026 Notes to be issued, respectively, will be determined on the pricing date which is expected to be on or about October 6, 2014 which will be communicated to investors. The results of the offer will be included in a notification which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) after the date of pricing and prior to the Issue Date (the "**Pricing Notice**"). Should the Issuer and the Managers determine any shortening or extension of the offer period, which could be the result of changing market conditions, such changes will be notified to investors in a supplement to the Prospectus which will be published in the same manner as the Prospectus.

Notification of the Prospectus approval

The offer of the Notes may be made to qualified, institutional and retail investors in compliance with the public offer restrictions in all countries in the European Union. A public offer to retail investors may be made in Germany, Austria and The Netherlands following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.

Conditions and technical details of the Offer

The following sets out details of the offer which is required to comply with the requirements of the applicable prospectus regulation. There are no conditions to which the offer is subject. Any offer to purchase Notes to investors will be made through, and investors may submit their orders to buy Notes,

using the information system Bloomberg or any other commonly used information systems. Following the publication of the Pricing Notice, the Joint Lead Managers will offer the Notes upon request through banking institutions in Germany, Austria and/or The Netherlands. Subscription rights for the Notes will not be issued. Therefore, there are no procedures for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. Any investor who has submitted an order in relation to the Notes whose order is accepted, will receive a confirmation by electronic mail, fax or through commonly used information systems relating to the respective allotment of Notes. Before an investor receives a confirmation from the Joint Lead Managers that its purchase order for the Notes has been accepted, the investor may reduce or withdraw its purchase orders. Any investor will receive relating to the respective allotment of the Notes a confirmation relating to the results of the offer. There is no minimum or maximum amount of Notes to be purchased. Investors may place offers to purchase Notes in any amount.

Confirmation relation to an order and allotments

Following the pricing of the Notes and confirmation which orders have been accepted and which amounts have been allotted to particular investors, the Issue Date, which is expected to be October 8, 2014, will be determined and included in the Pricing Notice. Delivery and payment of the Notes will be made within five TARGET business days after the date of pricing of the Notes and the confirmation of the allotment to investors.

Charges and costs relating to the Offer

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must inform themselves about any costs, expenses or taxes in connection with the Notes which (i) may be charged to investors by financial intermediaries selling the Notes and (ii) are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.

Method of determination of the relevant Issue Price and the Rate of Interest

The rate of interest and the relevant Issue Price for the Notes will be determined at the time of pricing on the basis of a yield which is determined by adding a credit spread to the level of the Midswaps at the time of pricing. The pricing spread will be determined on the basis of the orders of the investors which are received by the Joint Lead Managers during the marketing period. The level of the Midswaps will be determined as the average yield of the bid and ask prices of Interest-Swap Transactions ("**Midswaps**") with a maturity similar to the maturity of the Notes shown on the Reuters page ICAPEURO or on any other screen page which is conventionally used to price Eurobond transactions at the time of pricing. The resulting yield will be used to determine the relevant Issue Price (which is expected to be less than par) and a rate of interest (which is expected to be a percentage figure which can be evenly divided by 1/8 of a full per cent. and which will be correspondingly higher if a higher Issue Price is determined and which will be correspondingly lower if a lower Issue Price is determined), all to correspond to the yield which reflects the level of the Midswaps and the pricing spread. In the event that the figures for the relevant Midswaps shall not be shown as set out above and the relevant figures shall be determined in a manner which banks and other institutional market participants apply at that time. The resulting figure will represent the yield of the Notes and such yield will be used to determine the rate of interest and the relevant Issue Price of the Notes.

Selling Restrictions

General

In addition to the specific restrictions set out below, the Managers have agreed that they will observe all applicable provisions of law in each jurisdiction in or from which it may offer Notes or distribute any offering material.

European Economic Area

In relation to each Member State of the European Economic Area (the EU plus Iceland, Norway and Liechtenstein) which has implemented the Prospectus Directive (each, a "**Relevant Member State**"),

each Manager has represented, warranted and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes the relevant implementing measure in each Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United States of America and its Territories

The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered, or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act. Each Manager has represented and agreed that it has offered and sold the Notes, and will offer and sell the Notes (i) as part of its distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of all the Notes only in accordance with Rule 903 of the Regulation S under the Securities Act. Neither the Managers, their affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act. Each Manager has also agreed that at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the restricted period a confirmation or notice to substantially the following effect:

"The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes as determined and certified by each Manager, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them in Regulation S under the Securities Act".

Terms used in the preceding paragraphs have the meaning given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

In addition, each Manager has represented and agreed that:

- (a) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) or substantially identical successor provisions (the "**TEFRA D Rules**"), (i) it has not offered or sold, and during the restricted period will not offer or sell, directly or indirectly, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and will not deliver, directly or indirectly, within the United States or its possessions definitive Notes in bearer form that are sold during the restriction period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (c) if it was considered a United States person, that is acquiring the Notes for purposes of resale in connection with their original issuance and agrees that if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of the TEFRA D Rules;
- (d) with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes during the restricted period that it will either (i) repeat and confirm the representations and agreements contained in sub-clauses (a), (b) and (c); or (ii) obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (a), (b) and (c); and
- (e) it will obtain for the benefit of the Issuer the representations and agreements contained in sub-clauses (a), (b), (c) and (d) from any person other than its affiliate with whom it enters into a written contract, as defined in U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(4) or a substantially identical successor provision, for the offer or sale during the restricted period of Notes.

Terms used in the preceding paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

United Kingdom of Great Britain and Northern Ireland

Each Manager has represented, warranted and agreed that:

- (a) Financial promotion: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer; and
- (b) General compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

Authorisation

The creation and issue of the Notes has been authorized by a resolution of the Executive Board of the Issuer dated 30 September 2014.

Clearance and Settlement

The Notes have been accepted for clearance by Clearstream Banking, société anonyme, Luxembourg and Euroclear Bank SA/NV.

Yield

The yield of the 2021 Notes is ● per cent. *per annum* and the yield of the 2026 Notes is ● per cent. *per annum*. Such yield is calculated in accordance with the ICMA (International Capital Markets Association). The ICMA method determines the effective interest rate of fixed rate notes taking into account accrued interest on a daily basis.

INCORPORATION BY REFERENCE

The following information is incorporated by reference into this Prospectus:

- The audited consolidated financial statements of adidas AG for the fiscal year ended on December 31, 2013 consisting of
 - Consolidated Balance Sheet (pages 186-187 in the Annual Report 2013),
 - Consolidated Statement of Income (page 188 in the Annual Report 2013),
 - Consolidated Statement of Cash Flows (page 192 in the Annual Report 2013),
 - Notes (pages 193-237 in the Annual Report 2013).
- Auditors' Report to the Issuer's financial statements (page 185 in the Annual Report 2013).
- The audited consolidated financial statements of adidas AG for the fiscal year ended on December 31, 2012 consisting of
 - Consolidated Balance Sheet (pages 188-189 in the Annual Report 2012),
 - Consolidated Statement of Income (page 190 in the Annual Report 2012),
 - Consolidated Statement of Cash Flows (page 194 in the Annual Report 2012),
 - Notes (pages 195-237 in the Annual Report 2012).
- Auditors' Report to the Issuer's financial statements (page 187 in the Annual Report 2012).
- The unaudited consolidated interim financial statements of adidas AG for the six months ended on June 30, 2014 consisting of
 - Consolidated Balance Sheet (pages 36-37 in the First Half Year Report 2014),
 - Consolidated Statement of Income (page 38 in the First Half Year Report 2014),
 - Consolidated Statement of Cash Flows (page 41 in the First Half Year Report 2014),
 - Notes (pages 42-44 in the First Half Year Report 2014).

Any information not incorporated by reference into this Prospectus but contained in one of the documents mentioned as source documents in the cross reference list above is either not required by the relevant schedules of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended or covered in another part of this Prospectus.

The source documents from which the information mentioned above has been incorporated by reference into this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and may be inspected and are available free of charge at the specified office of the Paying Agent(s) as long as any Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of such stock exchange so require.

Documents on Display

For so long as any Note is outstanding, copies of the following documents may be inspected during normal business hours at the specified office of the Paying Agent and as long as the Notes are listed on the Luxembourg Stock Exchange the documents set out under (c) and (d) below will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and (free of charge) at the head office of the listing agent in Luxembourg:

- (a) the Agency Agreement;
- (b) the articles of association of the Issuer;
- (c) the Prospectus;
- (d) documents incorporated by reference.

NAMES AND ADDRESSES**ISSUER**

adidas AG
 Adi-Dassler-Strasse 1
 91074 Herzogenaurach
 Germany

PRINCIPAL PAYING AGENT
Deutsche Bank Aktiengesellschaft

Taunusanlage 12
 60325 Frankfurt am Main
 Germany

LUXEMBOURG LISTING AGENT
Deutsche Bank Luxembourg S.A.

2, Boulevard Konrad Adenauer
 1115 Luxembourg
 Luxembourg

JOINT LEAD MANAGERS**Bayerische Landesbank**

Brienner Strasse 18
 80333 Munich
 Germany

Deutsche Bank AG London Branch

Winchester House
 1 Great Winchester Street
 London EC2N 2DB
 United Kingdom

J.P. Morgan Securities plc

25 Bank Street
 Canary Wharf
 London E14 5JP
 United Kingdom

Mizuho International plc

Bracken House
 One Friday Street
 London EC4M 9JA
 United Kingdom

UniCredit Bank AG

Arabellastrasse 12
 81925 Munich
 Germany

LEGAL ADVISERS

To the Issuer

as to German law:
Clifford Chance Deutschland LLP
Mainzer Landstr. 46
60325 Frankfurt am Main
Germany

To the Managers

as to German law:
White & Case LLP
Bockenheimer Landstrasse 20
60323 Frankfurt am Main
Germany

AUDITORS

To the Issuer

KPMG AG
Wirtschaftsprüfungsgesellschaft
Ganghoferstrasse 29
80339 München
Germany