

## UNDERTAKING

### John David Sports Fashion (Ireland) Limited trading as JD Sports ('JD SPORTS')

This Undertaking is provided by **JD SPORTS** to the **Competition and Consumer Protection Commission** (the '**CCPC**'), on the date set forth below (the '**Undertaking**'). The Undertaking of **JD SPORTS** contained herein is accepted by the **CCPC** pursuant to section 73 of the Consumer Protection Act, 2007 (as amended) (the '**2007 Act**').

#### WHEREAS FOR THE PURPOSES OF THIS UNDERTAKING:

- A. **JD SPORTS** carries on business activities as a private limited company incorporated within the State, having its registered office at Fitzwilliam 28, Fitzwilliam Street Lower, Dublin 02, D02 KF20 and is a 'trader' for the purposes of the **2007 Act** and a relevant trader for the purposes of section 66B of the **2007 Act**.
- B. **The CCPC** is a statutory body established by the Competition and Consumer Protection Act, 2014 (as amended), and its functions pursuant to section 10 of that Act include *inter alia*:
  - (i) to promote and protect the interests and welfare of consumers;
  - (ii) to carry out an investigation, either on its own initiative or in response to a complaint made to it by any person, into any suspected breach of the relevant statutory provisions;
  - (iii) to encourage compliance with, and enforce, the relevant statutory provisions.
- C. These relevant statutory provisions include the **2007 Act**.
- D. Section 66B(1)(a) of the **2007 Act** requires a gift voucher contract (as defined in the **2007 Act**) to contain a term that the gift voucher (as defined in the **2007 Act**) is "subject to an expiry date that is at least 5 years from the date on which the contract was entered into, or not subject to an expiry date".

- E. The **CCPC** has identified that **JD SPORTS** committed or engaged in a prohibited act or practice (as defined by section 67(d) of the **2007 Act**) namely by contravening section 66B(1) of the **2007 Act** by entering into gift voucher contracts that were contrary to the requirements set out in section 66B(1)(a) of the **2007 Act**.
- F. Having regard to the above, **JD SPORTS** has agreed to provide the Undertaking herein set out.

## UNDERTAKING

1. **JD SPORTS** hereby undertakes to the **CCPC** to comply with section 66B of the **2007 Act**, and, in particular, to ensure gift voucher contracts that it enters into are subject to an expiry date that is at least 5 years from the date on which the contract was entered into, or not subject to an expiry date.
2. **JD SPORTS** hereby undertakes to the **CCPC** that it will:
  - (i) identify each gift voucher contract it entered into since 2 December 2019 that contained a term stating that the gift voucher was subject to an expiry date that was less than 5 years from the date on which the contract was entered into (the “**contravening gift voucher contracts**”);
  - (ii) identify each consumer that it entered into such contravening gift voucher contracts with (the “**affected consumers**”);
  - (iii) inform each affected consumer via email (at a minimum rate of 250 affected consumers per week) of the issue of the contravening gift voucher contracts; and
  - (iv) as part of the correspondence referenced at section 2(iii) above, provide each consumer with a replacement gift voucher that (a) contains a term stating that the gift voucher is subject to an expiry date that is at least 5 years from the date of such correspondence or is not subject to an expiry date and (b) is of the same monetary value as the unspent balance at the date of expiry of the gift voucher that was the subject of the contravening gift voucher contract.
3. The Undertaking provided by **JD Sports** at section 2 above only applies in respect of contravening gift voucher contracts for gift vouchers with an unspent balance at the date of expiry of €10 or more. In respect of contravening gift voucher contracts for gift vouchers with an unspent balance at the date of expiry of less than €10, **JD Sports** undertakes to provide affected consumers with a replacement gift voucher that (a) contains a term stating that the gift voucher is subject to an expiry date that is at least 5 years from the date of issue of the replacement gift voucher or is not subject to an expiry date and (b) is of the same monetary value as the unspent balance at the date of expiry of the gift voucher that was the subject of the contravening gift voucher contract if requested to do so by an affected consumer.

4. **JD SPORTS** hereby undertakes to the CCPC to provide a written notice to the CCPC by 4 January 2027 confirming that it has complied with the Undertaking.
5. The Undertaking provided herein shall be and is intended by **JD SPORTS** to be binding upon and enforceable against **JD SPORTS**, its successors and assigns.
6. The terms “and” and “or” as used herein have both conjunctive and disjunctive meanings.
7. This Undertaking will take effect on 29 June 2026.

Signed [REDACTED]  
[REDACTED]

Director on behalf of **JOHN DAVID SPORTS FASHION (IRELAND) LIMITED**

Date: 25/06/2026

**THIS UNDERTAKING IS ACCEPTED BY:**

Signed [REDACTED]  
[REDACTED]

Director of Consumer Enforcement Division, **CCPC**

Date: 29/06/2026