

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported): December 16, 2016

HASBRO, INC.

(Exact name of registrant as specified in its charter)

RHODE ISLAND

(State or other jurisdiction of
incorporation)

1-6682

(Commission File Number)

05-0155090

(IRS Employer Identification No.)

**1027 NEWPORT AVE.,
PAWTUCKET, RHODE
ISLAND**

(Address of Principal Executive
Offices)

02861

(Zip Code)

(401) 431-8697

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 16th, 2016, Hasbro, Inc. (the “Company”) and Brian Goldner, Hasbro’s Chairman, President and Chief Executive Officer, entered into an amendment to Mr. Goldner’s employment agreement (the “Amendment”) with the Company. The Amendment extends the term of Mr. Goldner’s employment with the Company for an additional three years. Mr. Goldner’s October 4, 2012 employment agreement, as amended on August 5, 2014 (the “Employment Agreement”), previously provided that the term of his employment with the Company would end on December 31, 2017. Under the Amendment, the term of Mr. Goldner’s employment with the Company is extended through December 31, 2020. Under the Amendment, all references to Mr. Goldner’s title are amended to read President, Chairman and Chief Executive Officer.

The Amendment also provided that beginning on January 1, 2017 Mr. Goldner’s: (i) annual base salary is increased from \$1,300,000 to \$1,500,000, (ii) target annual management incentive bonus is increased from 150% to 175% of earned based salary, and (iii) target annual long-term incentive award is increased from 400% to 450% of annualized base salary.

Except as set forth in the Amendment, the terms of the Employment Agreement are unchanged and remain in full force and effect. A copy of the Amendment is filed as Exhibit 10.1 to this report and a copy of the press release issued by the Company reporting the extension of Mr. Goldner’s Employment Agreement is attached as Exhibit 99.1 to this report. For a description of the other terms of the Employment Agreement, which are not changed by the Amendment, refer to the Current Reports on Form 8-K which were filed on October 11th, 2012 and August 6th, 2014.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

10.1 Amendment, dated December 15, 2016, to the Amended and Restated Employment Agreement between Mr. Goldner and Hasbro, Inc., dated October 4, 2012.

99.1 Press Release dated December 20, 2016.

SIGNATURES

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

HASBRO, INC.

(Registrant)

By: /s/ Deborah Thomas
Name: Deborah Thomas
Title: Executive Vice President and Chief Financial Officer

Date: December 20, 2016

Hasbro, Inc.
Current Report on Form 8-K
Dated December 20, 2016

Exhibit Index

Exhibit No.

- 10.1 Amendment, dated December 15, 2016, to the Amended and Restated Employment Agreement between Mr. Goldner and Hasbro, Inc., dated October 4, 2012.
- 99.1 Press Release dated December 20, 2016.
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December 15, 2016 Amendment to the Employment Agreement

WHEREAS, the Board of Directors of Hasbro, Inc. (the “*Company*”) has determined that it is in the best interest of the Company and its shareholders to extend the employment of Brian Goldner (“*Executive*”) with the Company through December 31, 2020, and the Company and Executive have, therefore, agreed to amend certain terms of the Amended and Restated Employment Agreement between the Company and Executive effective as of October 4, 2012 (the “*Original Agreement*”), as amended by the August 5, 2014 Amendment to the Amended and Restated Employment Agreement (the “*First Amendment*”) (as so amended, the “*Employment Agreement*”); and

WHEREAS Executive has agreed to the amendments of the Employment Agreement set forth in this December 15, 2016 Amendment to the Employment Agreement (the “*Second Amendment*”);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes to the Employment Agreement, effective as of December 15, 2016:

1. Section 1 of the Original Agreement shall be amended to change the term end date from December 31, 2017 to December 31, 2020. For the avoidance of doubt, the new term end date shall have no effect on the Service Component, as defined in the Original Agreement, such that the Service Component shall continue to be deemed satisfied (and Executive shall continue to be eligible for vesting of the Special Equity Award as and to the extent permitted by the Employment Agreement, including the remaining vesting components detailed therein) if Executive remains continuously employed at the Company until December 31, 2017.
 2. Section 2 of the Original Agreement shall be amended to change Executive’s title from President and Chief Executive Officer to President, Chairman and Chief Executive Officer. All subsequent references in the Original Agreement to President and Chief Executive Officer shall be deemed amended to read President, Chairman and Chief Executive Officer.
 3. The initial two sentences of Section 3.1 of the Original Agreement shall be deleted in their entirety and replaced with the following: “Beginning on January 1, 2017, Hasbro shall pay to Executive an annualized base salary of One Million, Five Hundred Thousand Dollars (\$1,500,000) in biweekly installments, less all applicable taxes and withholdings.”
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4. The initial two sentences of Section 3.2 of the Original Agreement shall be deleted in their entirety and replaced with the following: “Beginning in the 2017 fiscal year, Executive shall be eligible to receive a management incentive plan bonus based on a target of one hundred seventy-five percent (175%) of Executive’s earned base salary for the incentive year (the “**Annual Bonus**”).”
5. The first sentence of Section 3.5 of the Original Agreement shall be deleted in its entirety up until the proviso (i.e., the section of the sentence beginning with “Executive shall” and ending with “and PSAs”) and replaced with the following: “Executive shall participate in Hasbro’s long-term incentive program and shall have a target long-term incentive award level equal to 450% of his annualized base salary, with awards to be made in the form and amounts determined by Hasbro’s Compensation Committee, which includes options and PSAs;”.
6. The second sentence of Paragraph 6 of the First Amendment shall be deleted in its entirety and replaced with the following: “If Executive remains employed through December 31, 2017, and irrespective of whether his employment with the Company continues following such date, Executive shall (provided he abides by all non-competition, non-solicitation, confidentiality, and other similar obligations to the Company) remain eligible, following a termination of employment, to receive a pro-rated portion of each PSA award that was granted to him pursuant to the Company’s long-term incentive program during his employment with Hasbro, contingent in each case upon satisfaction of the relevant performance criteria, as determined by the Company in accordance with the applicable long-term incentive program following the end of each relevant performance period.”
7. Except as expressly modified herein, the Employment Agreement (as well as the Restricted Stock Unit Agreement and the Contingent Stock Performance Agreements issued in 2013 and 2014) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment under seal as of the day and year set forth below.

Hasbro, Inc.

Brian Goldner

By: /s/ Edward Philip

/s/ Brian Goldner

Name: Edward Philip

Title: Board Member

12/16/16

Date

12/16/16

Date

Contacts:
Hasbro, Inc.

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Hasbro, Inc. Announces Three Year Contract Extension for Chairman, President and CEO Brian Goldner

PAWTUCKET, R.I.--(BUSINESS WIRE)—December 20, 2016 - Hasbro, Inc. (NASDAQ: HAS) today announced that its Board of Directors has agreed with the Company's Chairman, President and CEO Brian Goldner to extend the term of his employment agreement another three years through 2020.

"Through the differentiated strategy he has set for Hasbro and the progressive organization he is building, Brian has been instrumental in transforming Hasbro from a traditional toy and game company to a global play and entertainment leader," said Basil Anderson, the Company's Lead Independent Director. "Brian has proven himself to be a strategic visionary and innovative leader and the Board of Directors is confident he is the right individual to lead Hasbro to new levels of success into the future."

As the Chairman, President and Chief Executive Officer of Hasbro, Inc., Mr. Goldner is responsible for bringing Hasbro's brand blueprint strategy to life globally through innovative play experiences and engaging storytelling around Hasbro's premier brands, and the development of long-term relationships with strategic partners. This includes the execution of brands across demographics and consumer touch points including entertainment, digital gaming, marketing and e-commerce, as well as the Company's burgeoning consumer products business.

"I am honored to have the opportunity to further lead the evolution of this tremendous company and I look forward to building upon the progress and momentum we've developed so far," said Mr. Goldner. "We are in the early stages of unlocking the potential of our brands and our partner brands, and together with our Board, our first-class management team, and our incredibly talented teams around the world, we will

continue to create the world's best play experiences and drive enhanced shareholder value.”

Since joining the company in 2000, Mr. Goldner has held a series of leadership positions of increasing responsibility. Prior to being named CEO, he served as Hasbro’s Chief Operating Officer from 2006 to 2008.

Further details on Mr. Goldner’s contract extension may be found in the company's current report on Form 8-K filed today.

About Hasbro

Hasbro (NASDAQ: HAS) is a global play and entertainment company committed to *Creating the World's Best Play Experiences*. From toys and games to television, movies, digital gaming and consumer products, Hasbro offers a variety of ways for audiences to experience its iconic brands, including NERF, MY LITTLE PONY, TRANSFORMERS, PLAY-DOH, MONOPOLY, LITTLEST PET SHOP and MAGIC: THE GATHERING, as well as premier partner brands. The Company's Hasbro Studios and its film label, Allspark Pictures, are building its brands globally through great storytelling and content on all screens. Through its commitment to corporate social responsibility and philanthropy, Hasbro is helping to make the world a better place for children and their families. Learn more at www.hasbro.com, and follow us on Twitter (@Hasbro & @HasbroNews) and Instagram (@Hasbro).

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