

V F CORP
 Form 424B5
 September 15, 2016
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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-197856

Title of Each	Amount	Proposed Maximum	Maximum	Amount of
Class of Securities to be Registered	to be	Aggregate Offering	Aggregate Offering	Registration
	Registered	Price Per Unit	Price (1)	Fee (2)
0.625% Senior Notes due 2023	\$953,700,000	99.904%	\$952,784,448	\$95,945.39

- (1) 850,000,000 aggregate principal amount of the 0.625% Senior Notes due 2023 will be issued. The proposed maximum aggregate offering price is based on the September 13, 2016 closing euro/U.S. dollar exchange rate of 1=\$1.1220, as published by Bloomberg L.P.
- (2) The filing fee is calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

Table of Contents**PROSPECTUS SUPPLEMENT****(To prospectus dated August 5, 2014)****850,000,000****V. F. Corporation****0.625% Senior Notes due 2023**

We are offering 850 million aggregate principal amount of our 0.625% Senior Notes due 2023 (the notes). We will pay interest on the notes annually in arrears on September 20 of each year, commencing September 20, 2017. The notes will mature on September 20, 2023.

We may redeem the notes at our option prior to maturity, at any time in whole or from time to time in part, at the redemption prices described in Description of the Notes Optional Redemption. In addition, we may redeem the notes, in whole but not in part, at any time in the event of certain developments affecting U.S. taxation. See Description of the Notes Redemption for Taxation Reasons. In addition, if we experience a Change of Control Repurchase Event (as defined herein), we may be required to purchase the notes from holders. See Description of the Notes Repurchase upon Change of Control Repurchase Event.

The notes will be our general unsecured senior obligations and will rank equally with all of our existing and future senior debt, and will be effectively subordinated to all of our existing and future secured debt to the extent of the assets securing such secured debt. In addition, the notes will be structurally subordinated to all of the liabilities of our subsidiaries to the extent of the assets of those subsidiaries, none of which will guarantee the notes.

The notes will be issued only in registered form in minimum denominations of 100,000 and integral multiples of 1,000 in excess thereof.

Investing in the notes involves risks that are described in the Risk Factors section of our Annual Report on Form 10-K for the fiscal year ended January 2, 2016, and in the Risk Factors section beginning on page S-11 of this prospectus supplement.

	Per Note	Total
Public offering price ⁽¹⁾	99.904%	849,184,000
Underwriting discount	0.500%	4,250,000
Proceeds, before expenses, to us ⁽¹⁾	99.404%	844,934,000

⁽¹⁾ Plus accrued interest from September 20, 2016, if settlement occurs after that date.

We intend to apply to list the notes on The New York Stock Exchange. The listing application will be subject to approval by The New York Stock Exchange. We expect trading in the notes on The New York Stock Exchange to begin within 30 days after the original issue date. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes at any time.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes to purchasers in book-entry form through a common depository for Euroclear Bank, S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, on or about September 20, 2016 .

Joint Book-Running Managers

Barclays

HSBC

J.P. Morgan

Senior Co-Managers

Citigroup

Goldman, Sachs & Co.

ING

Morgan Stanley

Co-Managers

BNP Paribas

BofA Merrill Lynch

Credit Suisse

Mizuho Securities

PNC Capital Markets LLC

Santander

SunTrust Robinson Humphrey

TD Securities

UniCredit Bank

US Bancorp

Wells Fargo Securities

The date of this prospectus supplement is September 13, 2016.

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We have not, and the underwriters have not, authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference herein or therein are accurate as of any date other than the date of such documents. Our business, financial condition, results of operations and prospects may have changed since those dates.

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Market data and certain industry forecasts used throughout this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein were obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Industry publications generally state that the information they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of such information is not guaranteed. Similarly, internal surveys, estimates and market research, while believed to be reliable, have not been independently verified, and we do not make any representation as to the accuracy of such information.

The notes are being offered for sale only in jurisdictions where it is lawful to make such offers. The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions may be restricted by law. Persons outside the United States who receive this prospectus supplement and the accompanying prospectus should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. See **Underwriting** in this prospectus supplement.

Notice to Prospective Investors in the European Economic Area

In any Member State of the European Economic Area (EEA) that has implemented the Prospectus Directive, this communication is only addressed to and is only directed at qualified investors in that Member State within the meaning of the Prospectus Directive. This prospectus supplement and the accompanying prospectus are not prospectuses for the purposes of the Prospectus Directive (2003/71/EC) (and amendments thereto, including Directive 2010/73/EU) (the Prospectus Directive) as implemented in Member States of the EEA. This prospectus supplement and the accompanying prospectus have been prepared on the basis that any offer of notes in any Member State of the EEA that has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to produce a prospectus for offers of notes. Accordingly, any person making or intending to make any offer in that Relevant Member State of notes which are the subject of the offering contemplated by this prospectus supplement and the accompanying prospectus may only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor the underwriters have authorized, nor do we or they authorize, the making of any offer of notes in circumstances in which an obligation arises for us or the underwriters to publish a prospectus for such offer.

Notice to Prospective Investors in the United Kingdom

This prospectus supplement and accompanying prospectus are only being distributed to, and are only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive and that are also (1) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the Order) or (2) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (each such person being referred to as a Relevant Person). This prospectus supplement and accompanying prospectus and their contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a Relevant Person should not act or rely on this prospectus supplement and/or accompanying prospectus or any of their contents.

This prospectus supplement and accompanying prospectus have not been approved for the purposes of section 21 of the UK Financial Services and Markets Act 2000 (FSMA) by a person authorized under FSMA. This prospectus

supplement and the accompanying prospectus are being distributed and communicated to

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persons in the United Kingdom only in circumstances in which section 21(1) of FSMA does not apply. The notes are not being offered or sold to any person in the United Kingdom except in circumstances which will not result in an offer of securities to the public in the United Kingdom within the meaning of Part VI of FSMA.

IN CONNECTION WITH THE ISSUE OF THE NOTES, HSBC BANK PLC (IN THIS CAPACITY, THE STABILIZING MANAGER) (OR ANY PERSON ACTING ON ITS BEHALF) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) WILL UNDERTAKE ANY STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE NOTES IS MADE, AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. SEE UNDERWRITING. THE UNDERWRITERS HAVE ADVISED US THAT ANY STABILIZATION ACTION COMMENCED WILL BE CARRIED OUT IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which contains the terms of this offering of notes. The second part is the accompanying prospectus dated August 5, 2014, which is part of our registration statement on Form S-3, which provides more general information, some of which may not apply to this offering.

This prospectus supplement and the information incorporated by reference in this prospectus supplement and any related free writing prospectus may add to, update or change the information in the accompanying prospectus or incorporated by reference in the accompanying prospectus. If information in this prospectus supplement or incorporated by reference in this prospectus supplement is inconsistent with information in the accompanying prospectus or incorporated by reference in the accompanying prospectus, this prospectus supplement and the information incorporated by reference in this prospectus supplement and any related free writing prospectus will apply and will supersede that information in the accompanying prospectus or incorporated by reference in the accompanying prospectus.

It is important for you to read and consider all information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus and any related free writing prospectus in making your investment decision. You should also read and consider the information contained in the documents to which we have referred you in *Where You Can Find More Information* and *Incorporation of Certain Documents by Reference* below.

This prospectus supplement and the accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in this prospectus supplement or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus supplement and the accompanying prospectus, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in our affairs since the date of this prospectus supplement, or that the information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus and any related free writing prospectus is accurate as of any time subsequent to the date of such information.

References in this prospectus supplement and the accompanying prospectus to U.S. \$ and U.S. dollars are to the currency of the United States of America. References to *€* and euro in this prospectus supplement are to the currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the treaty establishing the European Community, as amended by the Treaty on European Union. The financial information presented in this prospectus supplement and the accompanying prospectus has been prepared in accordance with generally accepted accounting principles in the United States.

In this prospectus supplement and the accompanying prospectus, unless otherwise stated, references to VF, the Company, we, us and our used herein refer to V.F. Corporation and its consolidated subsidiaries. With respect to the discussion of the terms of the notes on the cover page, in the section entitled *Prospectus Supplement Summary The Offering* and in the section entitled *Description of the Notes*, the words VF, the Company, we, us and our refer to V.F. Corporation and not to any of its subsidiaries.

BASIS OF PRESENTATION

Fiscal Years

VF uses a 52/53 week fiscal year ending on the Saturday closest to December 31 of each year. For presentation purposes in this prospectus supplement, all references to amounts as of, or periods ended, June 2016, June 2015,

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December 2015, December 2014 and December 2013 relate to amounts as of, and the fiscal periods ended on, July 2, 2016, July 4, 2015, January 2, 2016, January 3, 2015 and December 28, 2013, respectively.

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During the second quarter of 2016, we began to separately report the results of our Contemporary Brands Business (as defined under Prospectus Supplement Summary Recent Developments) as discontinued operations in our consolidated statements of income, and to present the related assets and liabilities as held for sale in our consolidated balance sheets. These changes have been applied with respect to our historical financial data as of June 2016, June 2015 and December 2015 and for the first half of both 2016 and 2015 included in this prospectus supplement, and for all periods presented in our Quarterly Report on Form 10-Q for the quarter ended July 2, 2016 incorporated by reference in this prospectus supplement. See Note B to our unaudited consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended July 2, 2016 for more information. Historical financial data for other periods included or incorporated by reference in this prospectus supplement and the accompanying prospectus have not been restated to reflect this classification.

Early Adoption of New Accounting Guidance

In March 2016, the Financial Accounting Standards Board (FASB) issued an update to its accounting guidance on stock compensation. We early adopted this guidance as of the beginning of the first quarter of 2016 and the effects of adopting this guidance have been reflected in our historical financial data for the first half of 2016 and 2015 included in this prospectus supplement, and in our Quarterly Reports on Form 10-Q for the quarterly periods ended April 2, 2016 and July 2, 2016, which are incorporated by reference in this prospectus supplement. Historical financial data for other periods included or incorporated by reference in this prospectus supplement and the accompanying prospectus do not reflect the effects of adopting this new accounting guidance.

WHERE YOU CAN FIND MORE INFORMATION

All periodic and current reports, registration statements and other filings that VF is required to file or furnish to the Securities and Exchange Commission (SEC), including our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the Exchange Act), are available free of charge from the SEC 's website (<http://www.sec.gov>) and public reference room at 100 F Street, NE, Washington, DC 20549 and on VF 's website at <http://www.vfc.com>. Information on the operation of the public reference room may be obtained by calling the SEC at 1-800-SEC-0330. The contents on, or accessible through, our website have not been, and shall not be deemed to be, incorporated by reference into this prospectus supplement or the accompanying prospectus. Such documents are available as soon as reasonably practicable after electronic filing of the material with the SEC.

This prospectus supplement and the accompanying prospectus are part of an automatically effective registration statement on Form S-3 filed by us with the SEC. This prospectus supplement and the accompanying prospectus do not contain all of the information set forth in the registration statement and the exhibits thereto, certain parts of which are omitted in accordance with the rules and regulations of the SEC. Statements contained in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference herein and therein as to the contents of any document referred to are not necessarily complete, and in each instance reference is made to the copy of such document filed with the SEC, each such statement being qualified in all respects by such reference.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement and the accompanying prospectus, and information

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that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and all documents subsequently filed with the SEC pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act prior to the termination of the offering under this prospectus supplement (other than any portion of such filings that are furnished under applicable SEC rules rather than filed):

- (a) Annual Report on Form 10-K for the year ended January 2, 2016;
- (b) Quarterly Report on Form 10-Q for the quarterly period ended April 2, 2016;
- (c) Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2016;
- (d) Annual Proxy Statement filed on March 24, 2016 (but only those portions of our Annual Proxy Statement that are incorporated by reference into Part III of our Annual Report on Form 10-K for the year ended January 2, 2016);
- (e) Current Report on Form 8-K filed on February 18, 2016;
- (f) Current Report on Form 8-K filed on April 27, 2016;
- (g) Current Report on Form 8-K filed on June 7, 2016;
- (h) Current Report on Form 8-K filed on June 30, 2016; and
- (i) Current Report on Form 8-K filed on August 26, 2016.

Any statement contained herein or in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this prospectus supplement to the extent that a statement contained herein or in any subsequently filed document that is incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this prospectus supplement, except as so modified or superseded.

Copies of these reports may also be obtained free of charge upon written request to the Secretary of V.F. Corporation, P.O. Box 21488, Greensboro, NC 27420.

SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS

From time to time, we may make oral or written statements, including statements in documents incorporated by reference in this prospectus supplement and the accompanying prospectus, and in this prospectus supplement and the accompanying prospectus, that constitute forward-looking statements within the meaning of the federal securities laws. These include statements concerning plans, objectives, projections and expectations relating to VF's operations or economic performance, and assumptions related thereto. Forward-looking statements are made based on our expectations and beliefs concerning future events impacting VF and therefore involve a number of risks and uncertainties. We caution that forward-looking statements are not guarantees and actual results could differ materially from those expressed or implied in the forward-looking statements.

Potential risks and uncertainties that could cause the actual results of operations or financial condition of VF to differ materially from those expressed or implied by forward-looking statements include, but are not limited to: foreign currency fluctuations; the levels of consumer demand and spending for apparel, footwear and accessories; disruption to VF's distribution system; VF's reliance on a small number of large customers; the financial strength of VF's

customers; fluctuations in the price, availability and quality of raw materials and contracted products; disruption and volatility in the global capital and credit markets; VF's response to changing fashion trends; increasing pressure on margins; VF's ability to implement its business strategy; VF's ability to

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grow its international and direct-to-consumer businesses; VF's and its customers' and vendors' ability to maintain the strength and security of information technology systems; stability of VF's manufacturing facilities and foreign suppliers; continued use by VF's suppliers of ethical business practices; VF's ability to accurately forecast demand for products; continuity of members of VF's management; VF's ability to protect trademarks and other intellectual property rights; possible goodwill and other asset impairment; maintenance by VF's licensees and distributors of the value of VF's brands; changes in tax liabilities; legal, regulatory, political and economic risks; and adverse or unexpected weather conditions. More information on potential factors that could affect VF's financial results is included from time to time in VF's public reports filed with the SEC, including our Annual Report on Form 10-K for the year ended January 2, 2016.

Any forward-looking statement in this prospectus supplement speaks only as of the date of this prospectus supplement. Any forward-looking statement in the accompanying prospectus or any document incorporated by reference in this prospectus supplement or the accompanying prospectus speaks only as of the date of the applicable document. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise, except as required by law.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights selected information about us and this offering. This information is not complete and does not contain all of the information you should consider before investing in our notes. You should read this entire prospectus supplement and the accompanying prospectus carefully, including Risk Factors contained in this prospectus supplement and Special Note on Forward-Looking Statements contained in this prospectus supplement and the accompanying prospectus, and the financial statements and the other information incorporated by reference in this prospectus supplement and the accompanying prospectus, including the information contained in the filings with the SEC that are listed in Incorporation of Certain Documents by Reference in this prospectus supplement, before making an investment decision.

About Our Company

V.F. Corporation, organized in 1899, is a global leader in the design, production, procurement, marketing and distribution of branded lifestyle apparel, footwear and related products.

VF's diverse portfolio of more than 30 brands meets consumer needs across a broad spectrum of activities and lifestyles. Our unparalleled ability to connect with consumers, as diverse as the company's brand portfolio, creates a unique platform for sustainable, long-term growth. Our long-term growth strategy is focused on four drivers:

Lead in innovation by delivering new products and experiences that consistently delight customers, to drive core growth and strong gross margins;

Connect with consumers by gaining a deep understanding of their behavior, values and preferences to inspire brand engagement and loyalty;

Serve consumers directly, reaching them across multiple channels wherever and whenever they shop; and

Expand geographically, taking advantage of VF's scale within every region and channel in which we operate. VF is diversified across brands, product categories, channels of distribution, geographies and consumer demographics. We own a broad portfolio of brands in the outerwear, footwear, denim, backpack, luggage, accessory, sportswear, occupational and performance apparel categories. Our largest brands are *The North Face*[®], *Vans*[®], *Timberland*[®], *Wrangler*[®], *Lee*[®], *Nautica*[®], *Majestic*[®] and *Kipling*[®]. Our products are marketed to consumers shopping in specialty stores, department stores, national chains, mass merchants and our own direct-to-consumer operations.

Our direct-to-consumer business includes VF-operated stores, concession retail stores and e-commerce sites. Revenues from the direct-to-consumer business represented 27% of VF's total 2015 revenues.

Many of our brands sell products in international markets through licensees, agents, distributors and independently-operated partnership stores. To provide diversified products across multiple channels of distribution in different geographic areas, we balance our own manufacturing capabilities with sourcing of finished goods from independent contractors. We utilize state-of-the-art technologies for inventory replenishment that enable us to effectively and efficiently get the right assortment of products that match consumer demand. In 2015, VF derived

approximately 70% of its revenues from the Americas region, 20% from Europe and 10% from its Asia Pacific business.

For both management and internal financial reporting purposes, VF is organized by groupings of businesses called coalitions . The four coalitions are Outdoor & Action Sports, Jeanswear, Imagewear and Sportswear.

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These coalitions are our reportable segments for financial reporting purposes. Coalition management has the responsibility to build and operate their brands, with certain financial, administrative and systems support and disciplines provided by central functions within VF.

The following table summarizes VF's primary owned and licensed brands by coalition:

Coalition	Primary Brands	Primary Products
Outdoor & Action Sports	<i>The North Face</i> [®]	High performance outdoor apparel, footwear, equipment, accessories
	<i>Vans</i> [®]	Youth culture/action sports-inspired footwear, apparel, accessories
	<i>Timberland</i> [®]	Outdoor lifestyle footwear, apparel, accessories
	<i>Kipling</i> [®] (outside North America)	Handbags, luggage, backpacks, totes, accessories
	<i>Napapijri</i> [®]	Premium outdoor apparel, footwear, accessories
	<i>JanSport</i> [®]	Backpacks, luggage, apparel
	<i>Reef</i> [®]	Surfing-inspired footwear, apparel, accessories
	<i>SmartWool</i> [®]	Performance-based merino wool socks, apparel, accessories
	<i>Eastpak</i> [®]	Backpacks, luggage
	<i>lucy</i> [®]	Women's activewear
Jeanswear	<i>Eagle Creek</i> [®]	Luggage, backpacks, travel accessories
	<i>Wrangler</i> [®]	Denim, casual apparel, footwear, accessories
	<i>Lee</i> [®]	Denim, casual apparel
	<i>Lee Casuals</i> [®]	Denim, casual apparel
	<i>Riders by Lee</i> [®]	Denim, casual apparel
	<i>Rustler</i> [®]	Denim, casual apparel
	<i>Timber Creek by Wrangler</i> [®]	Denim, casual apparel
Imagewear	<i>Rock & Republic</i> [®]	Denim, casual apparel, footwear
	<i>Red Kap</i> [®]	Occupational apparel
	<i>Bulwark</i> [®]	Protective occupational apparel
	<i>Horace Small</i> [®]	Occupational apparel
	<i>Majestic</i> [®]	Athletic apparel, footwear
	<i>MLB</i> [®] (licensed)	Licensed athletic apparel
	<i>NFL</i> [®] (licensed)	Licensed athletic apparel
Sportswear	<i>Harley-Davidson</i> [®] (licensed)	Licensed apparel
	<i>Nautica</i> [®]	Sportswear apparel, luggage, accessories
	<i>Kipling</i> [®] (within North America)	Handbags, luggage, backpacks, totes, accessories

Our principal executive offices are located at 105 Corporate Center Boulevard, Greensboro, North Carolina 27408, and our telephone number is (336) 424-6000. We maintain a website at www.vfc.com where general information about us is available. The website and the contents of, or accessible through, the website shall not be deemed to be incorporated into this prospectus supplement, the accompanying prospectus or the registration statement of which it forms a part.

Recent Developments**Dispositions**

On August 26, 2016, we consummated the sale of the business in our Contemporary Brands Coalition to Delta Galil Industries Ltd. for approximately \$120 million. The Contemporary Brands Coalition comprised the brands *7 For All Mankind*[®], *Splendid*[®] and *Ella Moss*[®], including all related retail, wholesale and e-commerce

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services and operations (the Contemporary Brands Business). Our Contemporary Brands Business generated revenues of \$144.6 million and \$174.4 million for the first half of 2016 and 2015, respectively, and a net loss from discontinued operations of \$93.9 million (which includes the estimate of the after-tax loss on the sale of the Contemporary Brands Business of \$100.6 million) and net income from discontinued operations of \$8.6 million for the first half of 2016 and 2015, respectively.

In addition, on March 25, 2016, we announced that we are exploring strategic alternatives for our Licensed Sports Group business (LSG Business), a division of our Imagewear coalition. Our LSG Business, which includes the *Majestic*[®] brand, supplies apparel and fanware through licensing agreements with U.S. and international professional sports leagues and lifestyle brands. Revenues for our Imagewear coalition were \$524.4 million and \$1,082.6 million for the first half of 2016 and full year 2015, respectively, with the LSG Business representing approximately half of those amounts.

Five-Year Revolving Credit Agreement

On June 6, 2016, we entered into an accession agreement relating to the Five-Year Revolving Credit Agreement, dated as of April 14, 2015 with the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, to increase the existing \$1.75 billion senior unsecured revolving line of credit (the Global Credit Facility) to \$2.25 billion. The Global Credit Facility may be used to borrow funds in both U.S. dollar and non-U.S. dollar currencies, and has a \$50.0 million letter of credit sublimit. In addition, the Global Credit Facility supports VF 's U.S. commercial paper program for short-term, seasonal working capital requirements and general corporate purposes. This program, which was also increased to \$2.25 billion, allows for VF to issue commercial paper to the extent that borrowing capacity is available under the Global Credit Facility.

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Issuer	V.F. Corporation
Notes Offered	850 million aggregate principal amount of 0.625% Senior Notes due 2023.
Interest Rate on the Notes	0.625% per year, from the issue date of the notes.
Interest Payment Dates	Annually in arrears on September 20 of each year, beginning September 20, 2017.
Maturity	September 20, 2023.
Optional Redemption	<p>We may redeem the notes in whole or in part at any time and from time to time. If the notes are redeemed before June 20, 2023 (three months prior to the maturity date of the notes), the redemption price will equal 100% of the principal amount of the notes being redeemed, plus a make-whole premium calculated as set forth under Description of the Notes Optional Redemption, plus accrued and unpaid interest on the notes being redeemed, if any, to, but excluding, the date of redemption.</p> <p>If the notes are redeemed on or after June 20, 2023 (three months prior to the maturity date of the notes), the redemption price will equal 100% of the principal amount of the notes being redeemed, plus accrued and unpaid interest on the notes being redeemed, if any, to, but excluding, the date of redemption.</p> <p>See Description of the Notes Optional Redemption.</p>
Additional Amounts	We will, subject to certain exceptions and limitations set forth in this prospectus supplement, pay such additional amounts as are necessary in order that the net payment by us of the principal of, premium, if any, and interest on the notes to a beneficial owner who is not a United States person, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the notes to be then due and payable. See Description of the

Notes Payment of Additional Amounts.

Redemption for Taxation Reasons

We may redeem all, but not part, of the notes in the event of certain changes in the tax laws of the United States (or any taxing authority in the United States). This redemption would be at 100% of the principal amount, together with accrued and unpaid interest on the notes to the date fixed for redemption. See Description of the Notes Redemption for Taxation Reasons.

Change of Control Offer

If a Change of Control Repurchase Event occurs with respect to the notes, unless we have exercised our right to redeem all the notes as described above, we will make an offer to each holder of notes to

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repurchase all or any part (in integral multiples of \$1,000) of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of notes being repurchased, plus accrued and unpaid interest on the notes repurchased, if any, to, but excluding, the date of repurchase.

Ranking

The notes are our senior unsecured obligations and will rank equally with all our existing and future senior indebtedness. The notes will be effectively subordinated to our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness and will be structurally subordinated to any existing and future indebtedness and other liabilities of our subsidiaries, none of which will guarantee the notes.

As of July 2, 2016, we had total indebtedness of \$2.81 billion outstanding, and an additional \$852.5 million of unutilized capacity under our Global Credit Facility, after giving effect to outstanding commercial paper borrowings of \$1.38 billion and standby letters of credit of \$16.2 million.

Restrictive Covenants

We will issue the notes under an indenture containing covenants for your benefit. These covenants restrict our ability, with certain exceptions, to:

incur debt secured by liens;

engage in sale and lease-back transactions; and

merge or consolidate with another entity or transfer our assets substantially as an entirety.

These covenants are subject to important exceptions and qualifications described under "Description of the Notes—Covenants."

Use of Proceeds

We intend to use the net proceeds from this offering, after deducting underwriting discounts and our estimated offering expenses, for working capital and general corporate purposes, including repayment of outstanding indebtedness under our existing commercial paper program. See "Use of Proceeds."

Sinking Fund

The notes are not entitled to any sinking fund payments.

Currency of Payment

All payments of principal of, including payments made upon any redemption of the notes, premium, if any, interest on and additional amounts (as described above), if any, will be payable in euros; provided, however, that if the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public

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institutions of or within the international banking community, then all payments in respect of the notes will be made in U.S. dollars until the euro is again available to us or so used. The amount payable on any date in euros will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent U.S. dollar/euro exchange rate available on or prior to the second business day prior to the relevant payment date as determined by us in our sole discretion.

Denominations

The notes will be issued in minimum denominations of 100,000 and integral multiples of 1,000 in excess thereof.

Form of Notes

The notes will be issued in fully registered form without coupons, and will be represented by one or more global notes deposited with a common depository and registered in the name of the nominee of the common depository for the accounts of Clearstream Banking, société anonyme (Clearstream) and Euroclear Bank S.A./N.V. (Euroclear). Beneficial interests in the notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in Clearstream or Euroclear. Except in the limited circumstances described in this prospectus supplement, certificates will not be issued in exchange for beneficial interests in the notes. See Description of the Notes Book-Entry System; Delivery and Form; Global Note.

Listing

We intend to apply to list the notes on The New York Stock Exchange. We expect trading in the notes on The New York Stock Exchange to begin within 30 days after the original issue date. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes at any time. There is currently no established trading market for the notes. The underwriters have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so, and they may discontinue any market-making with respect to the notes without notice. Accordingly, we cannot assure you that a liquid trading market will develop for the notes, that you will be able to sell your notes at a particular time or that the prices that you receive when you sell will be favorable. See Underwriting.

Trustee

The Bank of New York Mellon Trust Company, N.A.

Paying Agent

The Bank of New York Mellon, London Branch.

Governing Law

The notes and the indenture that will govern the notes offered hereby will be governed by, and construed in accordance with, the laws of the State of New York.

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Risk Factors

Investing in the notes involves substantial risk. Please read Risk Factors beginning on page S-11 of this prospectus supplement and in our annual report on Form 10-K for the year ended January 2, 2016 incorporated by reference in this prospectus supplement for a discussion of certain factors you should consider in evaluating an investment in the notes.

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Table of Contents**Summary Consolidated Historical Financial Data**

We have provided in the tables below summary consolidated historical financial data. We have derived the summary statement of income data for the six months ended June 2016 and 2015, and for each of the years in the three-year period ended December 2015, and the summary balance sheet data as of June 2016, June 2015, December 2015 and December 2014, from our unaudited and audited consolidated financial statements incorporated by reference in this prospectus supplement. We have derived the summary balance sheet data as of December 2013 from our audited consolidated financial statements, which are not included or incorporated by reference in this prospectus supplement. Except as noted below, we have prepared our unaudited consolidated financial statements on the same basis as our audited consolidated financial statements and, in our opinion, have included all adjustments, which include only normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations. The results for any interim period are not necessarily indicative of the results that may be expected for the full year. Additionally, our historical results are not necessarily indicative of the results expected for any future period.

You should read the following summary financial information in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes thereto included in our Quarterly Reports on Form 10-Q and our Annual Report on Form 10-K incorporated by reference in this prospectus supplement.

(in thousands)	Six Months Ended June		Year Ended December		
	2016 ⁽¹⁾	2015 ⁽¹⁾	2015 ⁽²⁾	2014 ⁽²⁾	2013 ⁽²⁾
	(unaudited)				
Statement of income data:					
Net sales	\$ 5,153,849	\$ 5,114,405	\$ 12,250,678	\$ 12,154,784	\$ 11,302,350
Royalty income	56,354	62,345	126,066	127,377	117,298
Total revenues	5,210,203	5,176,750	12,376,744	12,282,161	11,419,648
Costs and operating expenses:					
Cost of goods sold	\$ 2,705,182	\$ 2,668,890	\$ 6,393,800	\$ 6,288,190	\$ 5,931,469
Selling, general and administrative expenses	1,961,344	1,897,531	4,178,386	4,159,885	3,841,032
Impairment of goodwill and intangible assets			143,562	396,362	
Total costs and operating expenses	4,666,526	4,566,421	10,715,748	10,844,437	9,772,501
Operating income	543,677	610,329	1,660,996	1,437,724	1,647,147
Interest income	4,198	3,993	7,152	6,911	4,141
Interest expense	(45,666)	(44,550)	(89,414)	(86,725)	(84,773)
Other income (expense), net	2,793	1,495	1,655	(5,544)	(4,025)
Income from continuing operations before income taxes	505,002	571,267	1,580,389	1,352,366	1,562,490
Income taxes ⁽³⁾	99,842	120,300	348,796	304,861	352,371
	(93,876)	8,553			

Income (loss) from discontinued
operations, net of tax

Net income	\$ 311,284	\$ 459,520	\$ 1,231,593	\$ 1,047,505	\$ 1,210,119
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(in thousands)	As of June		2015 ⁽¹⁾⁽⁴⁾ (unaudited)	As of December	
	2016 ⁽¹⁾ (unaudited)	2015 ⁽¹⁾ (unaudited)		2014 ⁽²⁾⁽⁴⁾	2013 ⁽²⁾⁽⁴⁾
Balance sheet data:					
Cash and equivalents	\$ 676,262	\$ 658,485	\$ 944,423	\$ 971,895	\$ 776,403
Assets of discontinued operations	143,167	463,482	299,207		
Total assets	9,674,108	9,776,915	9,639,542	9,845,300	10,315,443
Total current liabilities	2,660,633	2,449,738	1,941,713	1,614,065	1,568,001
Long-term debt, less current maturities	1,400,636	1,401,553	1,401,820	1,413,847	1,426,829
Total liabilities	5,025,671	4,813,120	4,254,704	4,214,418	4,238,405
Stockholders' equity	4,648,437	4,963,795	5,384,838	5,630,882	6,077,038

- (1) Reflects classification of the results of our Contemporary Brands Business as discontinued operations for the six months ended June 2016 and 2015, and classification of related assets and liabilities as held for sale as of June 2016, June 2015 and December 2015. Historical financial data as of other dates and for other prior periods has not been restated to reflect this classification. See Basis of Presentation.
- (2) Statement of income data for the years ended December 2015, 2014 and 2013, and balance sheet data as of December 2014 and 2013, do not reflect classification of our Contemporary Brands Business as discontinued operations. See Basis of Presentation.
- (3) In January 2016, we early adopted the updated accounting guidance on stock compensation, pursuant to which we recorded an income tax benefit of approximately \$18 million for the six months ended June 2016. The updated accounting guidance did not require restatement of prior periods' statement of income data. See Basis of Presentation.
- (4) In 2015, the FASB issued updates to their accounting guidance for debt issuance costs and deferred income taxes that affect the classification of these amounts in the balance sheets. We adopted this accounting guidance as of December 2015 on a retrospective basis for the years ended December 2015 and December 2014 which are presented in our Annual Report on Form 10-K for the year ended December 2015 and which is incorporated by reference in this prospectus supplement. The balance sheet for the year ended December 2013 does not reflect reclassifications of debt issuance costs and deferred income taxes in accordance with this accounting guidance.

Table of Contents**Ratio of Earnings to Fixed Charges**

The following table sets forth our ratio of earnings to fixed charges for the periods indicated.

	Six Months		Fiscal Years⁽¹⁾			
	Ended					
	July 2,	2015	2014	2013	2012	2011
	2016⁽²⁾⁽³⁾					
Ratio of Earnings to Fixed Charges	5.5x	8.7x	7.7x	9.3x	8.4x	8.4x

- (1) For purposes of this ratio, earnings are based on income before income taxes, adjusted for (income) loss attributable to noncontrolling interests, amortization of capitalized interest, fixed charges and income from equity method investments. Fixed charges consist of interest and debt expense, including amortization of debt discount and expenses, capitalized interest and one-third of rent expense (excluding contingent rent expense), which represents a reasonable approximation of the interest factor of such rent expense.
- (2) For purposes of this ratio, earnings are based on income from continuing operations before income taxes, adjusted for (income) loss attributable to noncontrolling interests, amortization of capitalized interest, fixed charges and income from equity method investments. Fixed charges include amounts from both continuing and discontinued operations, and consist of interest and debt expense, including amortization of debt discount and expenses, capitalized interest and one-third of rent expense (excluding contingent rent expense), which represents a reasonable approximation of the interest factor of such rent expense.
- (3) Reflects classification of the results of our Contemporary Brands Business as discontinued operations. Historical financial data for prior periods has not been restated to reflect this classification. See Basis of Presentation.

Table of Contents**RISK FACTORS**

An investment in the notes involves risks. You should carefully consider the following risk factors, together with the risk factors identified under the heading Risk Factors, in Part I, Item 1A of our Annual Report on Form 10-K for the year ended January 2, 2016, which is incorporated by reference into this prospectus supplement and the accompanying prospectus, and any other risk factor information contained in the accompanying prospectus, as well as any other information included or incorporated by reference into this prospectus supplement and the accompanying prospectus, before making an investment in the notes. In addition, there may be other risks that a prospective investor should consider that are relevant to its own particular circumstances.

The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See Special Note on Forward-Looking Statements in this prospectus supplement.

Risks Related to the Notes

The notes will be effectively subordinated to all of our existing and future secured debt and structurally subordinated to all existing and future liabilities of our subsidiaries. This may affect noteholders' ability to receive payments on the notes.

The notes will be general unsecured obligations of V.F. Corporation. None of our subsidiaries will guarantee our obligations under, or have any obligations to pay any amounts due on, the notes. As a result, the notes will be effectively subordinated to claims of our existing and future secured creditors to the extent of the value of the assets securing that indebtedness and structurally subordinated to the existing and future indebtedness and other liabilities of our subsidiaries.

Our subsidiaries are separate and distinct legal entities. Our subsidiaries will have no obligation to pay any amounts due on the notes or, subject to existing or future contractual obligations between us and our subsidiaries, to provide us with funds for our payment obligations, whether by dividends, distributions, loans or other payments. In addition, any payments of dividends, distributions, loans or advances by our subsidiaries to us could be subject to statutory or contractual restrictions and taxes on distributions. Our right to receive any assets of any of our subsidiaries upon liquidation or reorganization, and, as a result, the right of the holders of the notes to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors and preferred stockholders, if any.

In addition, the notes are not secured by any of our assets or those of our subsidiaries. As a result, the notes are effectively subordinated to any secured debt that we or our subsidiaries have or may incur. In any liquidation, dissolution, bankruptcy or other similar proceeding, holders of any of our existing or future secured debt may assert rights against any assets securing such debt in order to receive full payment of their debt before those assets may be used to pay the holders of the notes. In such an event, we may not have sufficient assets remaining to pay amounts due on any or all of the notes. As of July 2, 2016, we and our subsidiaries had no secured debt outstanding.

The notes do not contain restrictive financial covenants and we may incur substantially more debt or take other actions which may affect our ability to satisfy our obligations under the notes.

Other than as described under Description of the Notes Covenants, the notes are not subject to any restrictive covenants and we are not restricted from paying dividends, issuing or repurchasing our securities, or incurring substantial additional indebtedness in the future. The limited covenants applicable to the notes do not require us to

achieve or maintain any minimum financial results relating to our financial position or results of operations. In addition, the limited covenants in the indenture that will govern the notes restricting our ability and

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our subsidiaries' ability to create certain liens, and enter into certain sale and leaseback transactions, will contain important exceptions that will allow us and our subsidiaries to incur liens with respect to certain material assets. See

Description of the Notes' Covenants. In light of these exceptions, we may be able to incur significant amounts of additional indebtedness, including secured indebtedness, in the future, and holders of the notes may be structurally subordinated to new lenders or, in the case of secured indebtedness, to the extent of the value of the assets securing such indebtedness. For example, as of July 2, 2016, we had total indebtedness of \$2.81 billion outstanding and an additional \$852.5 million of unutilized capacity under our Global Credit Facility, after giving effect to outstanding commercial paper borrowings of \$1.38 billion and standby letters of credit of \$16.2 million.

Our ability to recapitalize, incur additional debt, and take a number of other actions that are not limited by the terms of the notes could have the effect of diminishing our ability to make payments on the notes when due, and require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness, which would reduce the availability of cash flow to fund our operations, working capital and capital expenditures.

An active trading market for the notes may not develop.

The notes are a new issue of securities for which there is currently no public market. Any trading of the notes may be at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our performance and other factors. In addition, we do not know whether an active trading market will develop for the notes. To the extent that an active trading market does not develop, the liquidity and trading prices for the notes may be harmed. Although we expect the notes to be listed for trading on The New York Stock Exchange, no assurance can be given that the notes will become or remain listed, that a trading market for the Notes will develop or of the price at which investors may be able to sell the notes, if at all. In addition, if such a listing is obtained, we will have no obligation to maintain such listing, and we may delist the notes at any time. We have been informed by the underwriters that they currently intend to make a market in the notes after this offering is completed. However, the underwriters are not required to do so and may cease their market-making at any time without notice. In addition, an active or liquid trading market for the notes may not develop.

A downgrade, suspension or withdrawal of the rating assigned by a rating agency to our company or the notes, if any, could cause the liquidity or market value of the notes to decline.

The notes have been rated by nationally recognized rating agencies and may in the future be rated by additional rating agencies. We cannot assure you that any rating assigned will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, circumstances relating to the basis of the rating, such as adverse changes in our business, so warrant. Any downgrade, suspension or withdrawal of a rating by a rating agency, or any anticipated downgrade, suspension or withdrawal, could reduce the liquidity or market value of the notes.

Any future lowering of our ratings may make it more difficult or more expensive for us to obtain additional debt financing. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

We may not be able to repurchase the notes upon a Change of Control Repurchase Event.

Upon the occurrence of a Change of Control Repurchase Event (as defined under Description of the Notes' Repurchase upon a Change of Control Repurchase Event), each holder of the notes will have the right to require us to repurchase all or any part of such holder's notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase. Additionally, under our Global Credit Facility, a change of

control (as defined therein) constitutes an event of default that permits

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the lenders to accelerate the maturity of borrowings under our Global Credit Facility and the commitments thereunder would terminate. The source of funds for any purchase of the notes and repayment of borrowings under our Global Credit Facility would be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a Change of Control Repurchase Event because we may not have sufficient financial resources to purchase all of the notes that are tendered upon a Change of Control Repurchase Event and repay our other indebtedness that will become due. If we fail to repurchase the notes in that circumstance, we will be in default under the indenture that will govern the notes. We may require additional financing from third parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all. In order to avoid the obligation to repurchase the notes and events of default and potential breaches of the credit agreement governing our Global Credit Facility, we may have to avoid certain change of control transactions that would otherwise be beneficial to us.

The exercise by the holders of notes of their right to require us to repurchase the notes pursuant to a Change of Control Repurchase Event could cause a default under the agreements governing our indebtedness, including future agreements, even if the change of control itself does not, due to the financial effect of such repurchases on us. In the event a Change of Control Repurchase Event occurs when we are prohibited from purchasing notes, we could attempt to refinance the borrowings that contain such prohibitions. If we do not obtain a consent or repay those borrowings, we will remain prohibited from purchasing notes. In that case, our purchase of tendered notes would constitute a default under our other indebtedness. Finally, our ability to pay cash to the holders of notes upon a repurchase may be limited by our then existing financial resources.

Some significant restructuring transactions may not constitute a Change of Control Repurchase Event, in which case we would not be obligated to offer to repurchase the notes. In addition, holders of the notes may not be able to determine when a Change of Control Repurchase Event has occurred.

Upon the occurrence of a Change of Control Repurchase Event, you will have the right to require us to repurchase the notes. However, the change of control repurchase event provisions will not afford protection to holders of notes in the event of certain transactions. For example, any leveraged recapitalization, refinancing, restructuring, or acquisition initiated by us will generally not constitute a Change of Control Repurchase Event requiring us to repurchase the notes. In the event of any such transaction, holders of the notes will not have the right to require us to repurchase the notes, even though any of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or any credit ratings, thereby adversely affecting the holders of notes including the trading prices for the notes.

Furthermore, one of the circumstances under which a Change of Control Repurchase Event may occur is upon the sale or disposition of all or substantially all of our assets. There is no precise established definition of the phrase "substantially all" under applicable law, and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Holders of the notes may be subject to certain risks relating to the euro, including the effects of foreign currency exchange rate fluctuations, as well as possible exchange controls.

The initial investors in the notes will be required to pay for the notes in euro. Neither we nor the underwriters will be obligated to assist the initial investors in obtaining euro or in converting other currencies into euro to facilitate the payment of the purchase price for the notes.

An investment in any security denominated in, and all payments with respect to which are to be made in, a currency other than the currency of the country in which an investor in the notes resides or the currency in which an investor conducts its business or activities (the investor's home currency), entails significant risks not

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associated with a similar investment in a security denominated in the investor's home currency. In the case of the notes offered hereby, these risks may include the possibility of:

significant changes in rates of exchange between the euro and the investor's home currency; and

the imposition or modification of foreign exchange controls with respect to the euro or the investor's home currency.

We have no control over a number of factors affecting the notes and foreign exchange rates, including economic, financial and political events that are important in determining the existence, magnitude and longevity of these risks and their effects. Changes in foreign currency exchange rates between two currencies result from the interaction over time of many factors directly or indirectly affecting economic and political conditions in the countries issuing such currencies, and economic and political developments globally and in other relevant countries. Foreign currency exchange rates may be affected by, among other factors, existing and expected rates of inflation, existing and expected interest rate levels, the balance of payments between countries and the extent of governmental surpluses or deficits in various countries. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the governments of various countries important to international trade and finance. Moreover, the recent global economic crisis and the actions taken or to be taken by various national governments in response to the crisis as well as market perceptions concerning the instability of the euro could significantly affect the exchange rates between the euro and the investor's home currency.

The exchange rates of an investor's home currency for euro and the fluctuations in those exchange rates that have occurred in the past are not necessarily indicative of the exchange rates or the fluctuations therein that may occur in the future. Depreciation of the euro against the investor's home currency would result in a decrease in the investor's home currency equivalent yield on a note, in the investor's home currency equivalent of the principal payable at the maturity of that note and generally in the investor's home currency equivalent market value of that note. Appreciation of the euro in relation to the investor's home currency would have the opposite effects.

The European Union or one or more of its member states may, in the future, impose exchange controls and modify any exchange controls imposed, which controls could affect exchange rates, as well as the availability of euro at the time of payment of principal of, interest on, any redemption or repurchase payment, or Additional Amounts with respect to, the notes.

Furthermore, the indenture that will govern the notes is, and the notes will be, governed by the laws of the State of New York. Under New York law, a New York state court rendering a judgment on the notes would be required to render the judgment in euro. However, the judgment would be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment. Consequently, in a lawsuit for payment on the notes, investors would bear currency exchange risk until a New York state court judgment is entered, and we cannot predict how long this would take. A federal court sitting in New York with diversity jurisdiction over a dispute arising in connection with the notes would apply the foregoing New York law. In courts outside of New York, investors may not be able to obtain a judgment in a currency other than U.S. dollars. For example, a judgment for money in an action based on the notes in many other U.S. federal or state courts ordinarily would be rendered in the United States only in U.S. dollars. The date used to determine the rate of conversion of euro into U.S. dollars would depend upon various factors, including which court renders the judgment and when the judgment is rendered.

This description of foreign exchange risks does not describe all the risks of an investment in securities, including, in particular, the notes, that are denominated or payable in a currency other than an investor's home currency. You should consult your own financial, legal and tax advisors as to the risks involved in an investment in the notes.

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Holders of the notes will receive payments solely in euro except under the limited circumstances provided herein.

All payments of interest on and the principal of the notes and any redemption price for, or additional amounts with respect to, the notes will be made in euro except under the limited circumstances provided herein. See Description of the Notes Issuance in Euro; Payments on the Notes. We, the underwriters, the trustee and the paying agent with respect to the notes will not be obligated to convert, or to assist any registered owner or beneficial owner of such notes in converting, payments of interest, principal, any redemption or repurchase price, or any additional amount in euro made with respect to such notes into U.S. dollars or any other currency.

Trading in the clearing systems is subject to minimum denomination requirements.

The notes will be issued only in minimum denominations of 100,000 and integral multiples of 1,000 in excess thereof. It is possible that the clearing systems may process trades which could result in amounts being held in denominations smaller than the minimum denominations. If definitive notes are required to be issued in relation to such notes in accordance with the provisions of the relevant global notes, a holder who does not have the minimum denomination of 100,000 in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive notes unless and until such time as its holding satisfies the minimum denomination requirement.

The notes permit us to make payments in U.S. dollars if we are unable to obtain euro, which could adversely affect the value of the notes.

If, as described under Description of the Notes Issuance in Euro; Payments on the Notes, the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the notes will be made in U.S. dollars until the euro is again available to us or so used. In such circumstances, the amount payable on any date in euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent U.S. dollar/euro exchange rate available on or prior to the second business day prior to the relevant payment date as determined by us in our sole discretion. There can be no assurance that this exchange rate will be as favorable to holders of notes as the exchange rate otherwise determined by applicable law. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the notes.

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USE OF PROCEEDS

We estimate that the net proceeds from the sale of the notes will be approximately 843.5 million, or approximately \$946.4 million based on the September 13, 2016 closing euro/U.S. dollar exchange rate of 1.00 = \$1.1220, as published by Bloomberg L.P., after deducting the underwriting discounts and our estimated offering expenses. We intend to use the net proceeds from this offering for working capital and general corporate purposes, including repayment of outstanding indebtedness under our existing commercial paper program. Pending such use, the net proceeds may be invested in short-term, investment-grade, interest-bearing securities, certificates of deposit or indirect or guaranteed obligations of the United States.

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Table of Contents**CAPITALIZATION**

The table below sets forth our cash and equivalents and capitalization as of July 2, 2016:

on an actual basis; and

on an as adjusted basis to give effect to the sale of the notes covered by this prospectus supplement and the use of proceeds therefrom.

The table below is unaudited and should be read in conjunction with Use of Proceeds, contained in this prospectus supplement, and the consolidated annual and interim financial statements and the notes thereto included in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus. No assurances can be given that the information in the table below will not change.

	July 2, 2016	
	Actual⁽¹⁾	As Adjusted
	(Unaudited)	
	(In millions)	
Cash and equivalents ⁽²⁾⁽³⁾	\$ 676	\$ 1,622
Short-term debt		
Short-term borrowings ⁽²⁾⁽⁴⁾	1,404	1,404
Current portion of long-term debt	4	4
Total short-term debt	1,408	1,408
Long-term debt		
Notes offered hereby ⁽⁵⁾		946
5.95% Notes due 2017 ⁽⁶⁾	250	250
3.50% Notes due 2021 ⁽⁷⁾	497	497
6.00% Notes due 2033 ⁽⁸⁾	292	292
6.45% Notes due 2037 ⁽⁹⁾	346	346
Capital leases	16	16
Total long-term debt	1,401	2,347
Stockholders' equity		
Common stock, stated value \$0.25 per share	104	104
Additional paid-in capital	3,269	3,269
Accumulated other comprehensive loss	(1,001)	(1,001)
Retained earnings ⁽³⁾	2,276	2,276
Total stockholders' equity	4,648	4,648

Total capitalization	\$ 7,457	\$ 8,403
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- (1) Reflects classification of the results of our Contemporary Brands Business as discontinued operations. See Basis of Presentation.
- (2) The actual amount of our cash and equivalents and the actual amount of our short-term borrowings outstanding may vary from time to time due to our ordinary cash management activities. The As Adjusted column reflects that the net proceeds from the Senior Notes are placed in cash and equivalents.
- (3) Does not reflect the quarterly cash dividend of \$0.37 per share of our common stock that we declared in July 2016, which is payable on September 19, 2016, to shareholders of record on September 9, 2016.
- (4) Reflects borrowings under our commercial paper program which are supported by our Global Credit Facility, and unsecured international lines of credit. As of July 2, 2016, we had an additional \$852.5 million of unutilized capacity under our Global Credit Facility, after giving effect to outstanding commercial paper borrowings of \$1.38 billion and standby letters of credit of \$16.2 million. This remaining capacity is available to support additional borrowings under our commercial paper program.

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- (5) The amount of the As Adjusted column of the above table is the U.S. dollar equivalent of the aggregate principal amount of the notes being offered hereby, which are recorded net of debt issuance costs, and translated from euro using an exchange rate of 1.00 = \$1.1220, the September 13, 2016 closing euro/U.S. dollar exchange rate, as published by Bloomberg L.P.
- (6) Recorded net of unamortized debt issuance costs of \$0.30 million.
- (7) Recorded net of unamortized debt issuance costs of \$2.29 million.
- (8) Recorded net of unamortized debt issuance costs of \$1.79 million.
- (9) Recorded net of unamortized debt issuance costs of \$3.98 million.

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DESCRIPTION OF THE NOTES

The following description of the terms of the notes offered hereby supplements the description of the general terms of debt securities set forth under Description of Debt Securities in the accompanying prospectus. In this Description of the Notes section, the terms we, our, us and the Company refer solely to V.F. Corporation (and not its subsidiaries). Capitalized terms used but not defined in this prospectus supplement have the meanings assigned in the accompanying prospectus or the Indenture referred to below.

General

The notes will be issued under an indenture, dated October 15, 2007, between us and The Bank of New York Mellon Trust Company, N.A., as trustee (the Base Indenture), as supplemented by the supplemental indenture to be entered into among us, The Bank of New York Mellon Trust Company, N.A., as trustee, and The Bank of New York Mellon, London Branch, as paying agent (together with the Base Indenture, the Indenture). The Indenture and its associated documents, including the notes, contain the full legal text of the matters described in this section. The Indenture and the notes will be governed by, and construed and enforced in accordance with, the laws of the State of New York. See Where You Can Find More Information for information on how to obtain a copy of the Indenture.

The following description of the material provisions of the Indenture and the notes is a summary only. More specific terms, as well as the definitions of relevant terms, can be found in the Indenture, the Trust Indenture Act of 1939, as amended (the Trust Indenture Act), which is applicable to the Indenture and the notes. We have also included references in parentheses to certain sections of the Indenture. Because this section is a summary, it does not describe every aspect of the notes. This summary is subject to and qualified in its entirety by reference to all the provisions of the Indenture, including definitions of certain terms used in the Indenture.

Ranking

The notes are not secured by any of our property or assets. Accordingly, you are an unsecured creditor of the Company. The notes are not subordinated to any of the Company's other debt obligations and therefore rank equally with all of the Company's other unsecured and unsubordinated indebtedness.

The notes will effectively rank junior to any of our existing and future secured indebtedness to the extent of the assets securing such indebtedness, and will be structurally subordinated to any existing or future indebtedness and liabilities of our subsidiaries, none of which will guarantee the notes. Indebtedness of our subsidiaries and obligations and liabilities of our subsidiaries are structurally senior to the notes since, in the event of a bankruptcy, liquidation, dissolution, reorganization or other winding up, the assets of our subsidiaries will be available to pay the notes only after the subsidiaries' indebtedness and other obligations and liabilities are paid in full. If that happens, we may not have sufficient assets remaining to pay the amounts due on any or all of the notes then outstanding. The Indenture does not limit our ability or the ability of any of our subsidiaries to issue additional debt.

As of July 2, 2016, we had total outstanding indebtedness of \$2.81 billion, and an additional \$852.5 million of unutilized capacity under our Global Credit Facility, after giving effect to outstanding commercial paper borrowings of \$1.38 billion and standby letters of credit of \$16.2 million.

The Indenture does not limit the incurrence of indebtedness by the Company or any of its subsidiaries. The Company and its subsidiaries may be able to incur substantial amounts of additional indebtedness in certain circumstances. Such indebtedness may be senior indebtedness and, subject to certain limitations, may be secured. See

Covenants Restrictions on Mortgages and Other Liens below and Risk Factors Risks Related to the Notes. The notes

will be effectively subordinated to all of our existing and future secured debt and structurally subordinated to all existing and future liabilities of our subsidiaries. This may affect noteholders' ability to receive payments on the notes.

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Principal, Maturity and Interest

The notes will be our general, unsecured obligations. We will issue the notes in minimum denominations of 100,000 and integral multiples of 1,000 in excess thereof. The aggregate principal amount of the notes offered hereby will initially be limited to 850,000,000. However, the Indenture does not limit the aggregate principal amount of notes that we may issue, and we may issue additional notes in amounts that exceed the initial amount at any time having identical terms and conditions as the notes offered hereby, other than the date of issuance and, under certain circumstances, the first interest payment date and the date from which interest thereon will begin to accrue, without your consent and without notifying you; provided, however, that, if such additional notes are not fungible with the notes issued in this offering for U.S. federal income tax purposes, such additional notes will have one or more separate CUSIP numbers, ISINs and/or Common Codes from the notes issued in this offering. Under the Indenture, the notes and any additional notes we may issue will be treated as a single series for all purposes under the Indenture, including waivers, amendments, redemptions and offers to purchase. We also may, without the consent of the holders, issue other series of debt securities under the Indenture in the future on terms and conditions different from the series of notes offered hereby.

The notes will mature on September 20, 2023, unless redeemed in whole or in part as described below under **Optional Redemption**. The notes will not be subject to any mandatory redemption or sinking fund payments.

We may at any time and from time to time acquire the notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

The notes will bear interest at the rate per annum shown on the front cover of this prospectus supplement from September 20, 2016, payable annually in arrears on September 20, of each year, commencing September 20, 2017, to the persons in whose names the notes are registered at the close of business on the business day next preceding the relevant interest payment date, or in the event the notes cease to be held in the form of one or more global notes, at the close of business on the September 5 immediately prior to that interest payment date, whether or not a business day. Interest on the notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the notes (or September 20, 2016 if no interest has been paid on the notes), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

We will pay the principal of and interest on each note to the registered holder in euros in immediately available funds. Notwithstanding anything to the contrary in this prospectus supplement or the accompanying prospectus, so long as the notes are in book-entry form, we will make payments of principal and interest through the paying agent.

Issuance in Euro; Payments on the Notes

Initial holders will be required to pay for the notes in euro, and all payments of principal of, the redemption price (if any), the repurchase price upon a Change of Control Repurchase Event (as defined below, if any), and interest and additional amounts (as defined below, if any), on the notes, will be payable in euros, provided, that if on or after the date of this prospectus supplement, the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the notes will be made in U.S. dollars until the euro is again available to us or so used. In such circumstances, the amount payable on any date in

euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then

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most recent U.S. dollar/euro exchange rate available on or prior to the second business day prior to the relevant payment date as determined by us in our sole discretion. Any payment in respect of the notes so made in U.S. dollars will not constitute an event of default under the notes or the Indenture. Neither the trustee nor the paying agent shall have any responsibility for any calculation or conversion in connection with the foregoing. Any references in this prospectus supplement to payments being made in euros notwithstanding, payments shall be made in U.S. dollars to the extent set forth under this heading Issuance in Euro; Payments on the Notes.

The September 13, 2016 closing euro/U.S. dollar exchange rate was 1.00 = U.S. \$1.1220, as published by Bloomberg L.P. You will be subject to foreign exchange risks as to payments of principal and interest that may have important economic and tax consequences to them. See Risk Factors Risks Related to the Notes.

Listing

Application will be made to initially list the notes on The New York Stock Exchange. We expect trading in the notes on The New York Stock Exchange to begin within 30 days after the original issue date. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes at any time.

Paying Agent and Registrar

The Bank of New York Mellon, London Branch, will initially act as paying agent for the notes. The Bank of New York Mellon Trust Company, N.A. will initially act as registrar for the Notes. Upon notice to the trustee, we may change any paying agent or registrar.

Business Day

The term business day means any day, other than a Saturday or Sunday, (1) which is not a day on which banking institutions in the City of New York or London are authorized or required by law, regulation or executive order to close and (2) for any payments to be made under the Indenture, such day shall also be a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments.

Optional Redemption

We may redeem the notes in whole or in part at any time. If the notes are redeemed before June 20, 2023 (the date three months prior to the maturity date of the notes (the Make Whole Call Date)), the redemption price will equal the greater of:

100% of the principal amount being redeemed; and

the sum calculated by the Company of the present value of the remaining scheduled payments of principal and interest on the notes to be redeemed if such notes matured on the Make Whole Call Date (excluding any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on an annual basis (assuming ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below), plus 15 basis points, plus, in each case, accrued and unpaid interest, to, but excluding, the date of redemption.

If the notes are redeemed on or after the Make Whole Call Date, the redemption price for the notes will equal 100% of the principal amount of the notes then outstanding to be redeemed. The redemption price for the notes will include accrued interest on the notes being redeemed, to, but excluding, the date of redemption.

Installments of interest on the notes being redeemed that are due and payable on interest payment dates falling on or prior to a redemption date shall be payable on the interest payment date to the holders as of the close of business on the relevant regular record date according to the notes and the Indenture.

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Notice of any redemption will be mailed (or delivered by electronic transmission in accordance with the applicable procedures of Euroclear and Clearstream) at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed.

Unless we default in payment of the redemption price on or after the redemption date, interest will cease to accrue on the notes called for redemption on the date of such redemption.

If less than all of the notes are to be redeemed, the notes to be redeemed shall be selected by the trustee pro rata or by lot, or otherwise in accordance with the applicable procedures of Clearstream and Euroclear.

The notes are also subject to redemption prior to maturity if certain events occur involving U.S. taxation. If any of these special tax events do occur, the notes will be redeemed at a redemption price of 100% of their principal amount plus accrued and unpaid interest to, but excluding, the date of redemption. See Redemption for Taxation Reasons.

Definitions

Comparable Government Bond means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by us, a German government bond whose maturity is closest to the maturity of the notes (assuming, for this purpose, that the notes mature on the Make Whole Call Date), or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by us, determine to be appropriate for determining the Comparable Government Bond Rate.

Comparable Government Bond Rate means the yield-to-maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third business day prior to the date fixed for redemption of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such business day as determined by an independent investment bank selected by us.

Payment of Additional Amounts

We will, subject to the exceptions and limitations set forth below, pay such additional amounts on the notes as are necessary in order that the net payment by us of the principal of, premium, if any, and interest on the notes to a beneficial owner who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

- (1) to any tax, assessment or other governmental charge that is imposed by reason of the holder of a note (or the beneficial owner for whose benefit such holder holds such note), or a fiduciary, settlor, beneficiary, member or shareholder of the holder if the holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

- (a)

having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the notes, the receipt of any payment or the enforcement of any rights under the Indenture or the notes), including being or having been a citizen or resident of the United States, being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

- (b) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

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- (c) being or having been a 10-percent shareholder of the Company as defined in Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended to the date hereof (the Code), or any successor provision; or
 - (d) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (2) to any holder that is not the sole beneficial owner of the notes, or a portion of the notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of additional amounts had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;
 - (3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the holder or beneficial owner of the notes to comply, to the extent it is legally able to do so, with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of the notes, if compliance is requested with proper notice and required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;
 - (4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by us or a paying agent from the payment;
 - (5) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;
 - (6) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any note, if such payment can be made without such withholding by at least one other paying agent;
 - (7) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
 - (8) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation,

rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(9) in the case of any combination of items (1), (2), (3), (4), (5), (6), (7) and (8).

The notes will be subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the notes. Except as specifically provided under this heading Payment of Additional Amounts, we will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used under this heading Payment of Additional Amounts and under the heading Redemption for Taxation Reasons the term United States means the United States of America, the states of the United States, and the District of Columbia, and the term United States person means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

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Any references in this prospectus supplement to principal, premium, interest or any other amount payable in respect of the notes shall be deemed to include additional amounts, as the context shall require. If we shall be obligated to pay any additional amounts with respect to any payment under or with respect to the notes, we will deliver to the trustee a certificate of an officer stating that such additional amounts shall be payable and the amounts so payable and setting forth such other information as is necessary to enable the trustee or other paying agent to pay such additional amounts to the holders of such notes on the payment date. We will make copies of such certificate, as well as copies of tax receipts or other documentation evidencing the payment of the associated taxes or other charges, available to the holders or beneficial owners of the notes upon written request.

Redemption for Taxation Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after the date of this prospectus supplement, we become or, based upon a written opinion of independent counsel selected by us, will become obligated to pay additional amounts as described herein under the heading **Payment of Additional Amounts** with respect to the notes and such obligation cannot be avoided by the use of reasonable measures available to us, then we may at any time at our option redeem, in whole, but not in part, the notes on not less than 30 nor more than 60 days prior notice, at a redemption price equal to 100% of their principal amount, together with accrued and unpaid interest on those notes to, but excluding, the date fixed for redemption.

Repurchase upon Change of Control Repurchase Event

If a Change of Control Repurchase Event (as defined below) occurs with respect to the notes, unless we have exercised our right to redeem all the notes as described above, we will make an offer to each holder of notes to repurchase all or any part (in integral multiples of 1,000) of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of notes repurchased plus any accrued and unpaid interest on the notes repurchased, to, but excluding, the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at our option, prior to any Change of Control (as defined below), but after the public announcement of an impending Change of Control, we will mail (or deliver by electronic transmission in accordance with the applicable procedures of Euroclear and Clearstream) a notice to each holder, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (or delivered by electronic transmission in accordance with the applicable procedures of Euroclear and Clearstream). The notice will, if mailed (or delivered by electronic transmission in accordance with the applicable procedures of Euroclear and Clearstream) prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Repurchase Event provisions of the notes by virtue of such conflict.

On the Change of Control Repurchase Event payment date, we will, to the extent lawful:

accept for payment all notes or portions of notes (in integral multiples of 1,000) properly tendered pursuant to our offer;

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deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all notes or portions of notes properly tendered; and

deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers certificate stating the aggregate principal amount of notes being purchased by us.

The trustee will promptly mail (or deliver by electronic transmission in accordance with the applicable procedures of Euroclear and Clearstream) to each holder of notes properly tendered the repurchase price for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any notes surrendered; provided, that each new note will be in minimum denominations of 100,000 and integral multiples of 1,000 in excess thereof.

We will not be required to make an offer to repurchase the notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us, and such third party purchases all notes properly tendered and not withdrawn under its offer. In addition, the Company will not be required to make an offer to repurchase the notes upon a Change of Control Repurchase Event if the notes have been or are called for redemption by the Company prior to it being required to deliver notice of the Change of Control Repurchase Event, and thereafter redeems all notes called for redemption in accordance with the terms set forth in such redemption notice. Notwithstanding anything to the contrary contained herein, a revocable offer to repurchase the notes upon a Change of Control Repurchase Event may be made in advance of a Change of Control Repurchase Event, conditioned upon the consummation of the relevant Change of Control Repurchase Event, if a definitive agreement is in place for the applicable Change of Control at the time such offer to repurchase is made.

We have no present intention to engage in a transaction involving a Change of Control, although it is possible that we would decide to do so in the future. We could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control, but that could increase the amount of debt outstanding at such time or otherwise affect our capital structure or credit ratings.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition of all or substantially all of our and our subsidiaries properties or assets taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of this phrase under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase such holder's notes as a result of a sale, transfer, conveyance or other disposition of less than a