

Privateer Press Minimum Advertised Price Policy for U.S. Retailers

1. POLICY STATEMENT

Privateer Press, at its sole discretion, reserves the right to discontinue doing business with any retailer or distributor that chooses to distribute to retailers that advertises any product(s) covered by this MAP Policy at a price lower than the MAP. The Privateer Press MAP policy is unilateral and does not constitute an agreement between any parties.

2. GENERAL GUIDELINES

All active Privateer Press products are covered by this policy (hereafter "MAP Products"), and Privateer Press may in its sole discretion modify this list from time to time. A list of inactive Privateer Press products can be provided upon request.

Privateer Press recognizes that retailers are free to make their own decisions to advertise and sell any Privateer Press product at any price they choose, without consulting or advising Privateer Press. Similarly, Privateer Press may elect to exercise its right to make decisions regarding supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to advertised prices, not to the price at which MAP Products are actually sold or offered for sale to an individual in store or over the telephone. This policy does not affect actual retail price. Each retailer is free to independently set its actual resale value for any product.

Privateer Press believes in maintaining a well-regulated and fair marketplace for all. Please see the MAP FAQs for more information on the MAP Policy and enforcement.

3. GENERAL ADVERTISING GUIDELINES

MAP Products featured in Advertisements at more than 15% below the MSRP (manufacturer's suggested retail price) are considered a violation of this MAP Policy.

Advertisement shall be defined as any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other forms of electronic media.

The MAP Policy does not apply solely to on-premise or in-store advertising that is not distributed to customers.

Website features such as "click for price," automated "bounce-back" pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the retailer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.

It shall not be a violation of this MAP Policy to advertise that a customer may "call for price," "email for price," or to use similar language, specifically with respect to Privateer Press Products, so long as no price is listed.

This MAP Policy also applies to any activity that Privateer Press determines, at its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.

It shall *not* be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases, so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

From time to time, Privateer Press may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Privateer Press reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

4. LIMITED TIME SALES ADVERTISING GUIDELINES

Privateer Press recognizes that limited-time sales can motivate and spur renewed interest in visiting a retailer's location or site. Retailers are permitted to sell certain MAP products below the 15% off the MSRP under the following conditions:

- A) A retailer may select up to 200 PIPs to include in a sale at any given time. This is to ensure that the entire line is not placed in a sale at once and that a sales strategy is employed regarding attracting audience to the sale.
- B) Those PIPs cannot be selected from what is considered a new release or a core or essential product without express permission from Privateer Press Marketing, which will be given as an overarching sales approach by Privateer Press. This list will be made available to retailers upon request and can be found at: <http://files.privateerpress.com/retailsupport/Approved-Sales-List.xlsx>.
- C) The MAP on these limited-time sales may be up to 30% off MSRP.**
- D) Any given sale may run no longer than one week without express permission from Privateer Press Marketing, which will be given as an overarching sales approach by Privateer Press and not by request. Retailers may run one sale per calendar month for up to seven (7) business days. No PIP's from the preceding month's sale may be included in the new promotion.

5. BUNDLING GUIDELINES

"Bundling" or advertising Privateer Press products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or

- ii. the product(s) bundled with MAP Products violate Privateer Press's Intellectual Property rights; or
- iii. the product(s) bundled with MAP Products violate Privateer Press Trademark or Copyright; or
- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia that may create customer confusion as to the source of the product(s); or
- v. the effective or stated discount is greater than 15% of the highest priced item in the bundle; or
- vi. any MAP products priced under Article 4 (LIMITED TIME SALES ADVERTISING GUIDELINES) are included in the bundle.

Gift cards, coupons, points, or other incentives that are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
- iii. any MAP products priced under Article 4 (LIMITED TIME SALES ADVERTISING GUIDELINES) are included.

5. POLICY ENFORCEMENT

Privateer Press reserves the right to cancel any pending orders, restrict future orders, or suspend retailers' account or place the retailer on the Free Rider list if Privateer Press reasonably believes:

- i. a retailer has violated the provisions of this policy; or
- ii. a retailer intends to violate this policy.

Privateer Press' staff is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.

Waivers to this MAP Policy may be granted at Privateer Press' sole discretion by the company president in writing. Privateer Press Sales, Marketing, or other personnel are not authorized to

modify or grant exceptions to the MAP Policy. In the event that the president authorizes a waiver to the MAP Policy, retailers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is considered a violation of the MAP Policy.

Privateer Press monitors the advertised prices of retailers, either directly or via the use of third-party agencies or tools. Retailers are expected to provide reasonable cooperation in any Privateer Press investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Privateer Press MAP Policy investigation is considered a violation of this MAP Policy.

The MAP Policy will be enforced by Privateer Press at its sole discretion and without notice. Retailers, distributors, and resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to Sherry@privateerpress.com or waldher@privateerpress.com.

MAP FAQs

Would advertising that states “Call for price” or promises to beat any advertised price be a violation of the Policy?

No.

Would advertising that states “See shopping cart for price” violate the Policy?

As long as the pricing in the shopping cart complies with the MAP Policy, there would be no violation.

May I appeal Privateer’s decision regarding a Policy violation?

No.

What if an employee or media supplier makes a mistake that results in a violation?

It is the retailer's responsibility is to monitor its own advertising. Privateer Press will not differentiate between intentional and accidental violations when enforcing the MAP Policy.

Can I submit my ads in advance to be approved for Policy compliance?

Privateer Press will not perform approvals of advertisements.

Can I run a sale that goes below the MAP for your entire line or that lasts longer than just one week?

No. This would be a violation of the policy.