

Time Tested



Time Proven

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MINIMUM ADVERTISED PRICE POLICY

ROADMASTER, INC. HAS ADOPTED AND IMPLEMENTED THIS MINIMUM ADVERTISED PRICE (“MAP”) POLICY (THE “POLICY”) FOR ITS ROADMASTER, INC. PRODUCTS OFFERED FOR SALE IN THE UNITED STATES AND CANADA. ROADMASTER, INC. IS ADOPTING THIS POLICY IN ORDER TO PROTECT ITS BRAND POSITION AND REPUTATION FOR QUALITY PRODUCTS.

1. SCOPE OF POLICY

IN ORDER TO QUALIFY FOR MARKET DEVELOPMENT FUNDS (“MDF”) AND ADVERTISING FUNDING ROADMASTER, INC. DISCOUNTS FOR ADVERTISING FUNDING ROADMASTER, INC. REBATES FOR ADVERTISING FUNDING, RESELLERS THAT SELL, PROMOTE, OR ADVERTISE THE ROADMASTER, INC. PRODUCTS ON ALL MEDIA, INCLUDING THE ONLINE SALE OF PRODUCTS, MUST AGREE TO COMPLY WITH THIS POLICY. THIS INCLUDES, WITHOUT LIMITATION, PLACEMENT ON WEBSITES, SOCIAL MEDIA, BANNER AND POP-UP ADS, BROADCAST E-MAILS, LANDING PAGES, AFFILIATED MARKETING, AND EMAIL MARKETING.

THIS POLICY IS NOT APPLICABLE TO ANY IN-STORE ADVERTISING THAT IS DISPLAYED ONLY IN THE STORE AND NOT DISTRIBUTED TO ANY CUSTOMER AND IS NOT APPLICABLE TO PRICES DISPLAYED AT THE POINT OF SALE. THIS POLICY APPLIES ONLY TO ADVERTISED PRICES AND DOES NOT APPLY TO THE PRICE AT WHICH THE PRODUCTS ARE ACTUALLY SOLD TO AN END CUSTOMER. PARTICIPATING RESELLERS REMAIN FREE TO SELL THE ROADMASTER, INC. PRODUCTS AT ANY PRICES THEY CHOOSE. ROADMASTER, INC. DOES NOT SEEK, NOR WILL ROADMASTER, INC. DISCUSS OR ACCEPT, ANY AGREEMENT OR ASSURANCE FROM RESELLERS CONCERNING THE PRICES AT WHICH ANY RESELLER DECIDES TO SELL THE ROADMASTER, INC. PRODUCTS.

2. COVERED PRODUCTS

ROADMASTER, INC. WILL DISTRIBUTE VIA EMAIL TO PARTICIPATING RESELLERS A LIST ENTITLED MINIMUM ADVERTISED PRICE UPDATE (THE MAP PRICES) TO THIS MAP POLICY IDENTIFYING MINIMUM ADVERTISED PRICES FOR SELECT ROADMASTER, INC. PRODUCTS (THE “MAP PRODUCTS”) FOR THE APPLICABLE PERIOD. ROADMASTER, INC. MAY UPDATE THIS POLICY AND UPDATE AT ANY TIME.

3. ADVERTISING AND PRICES

A. PRICES ADVERTISED AND COMMUNICATED TO THE PUBLIC BY PARTICIPATING RESELLERS FOR THE MAP PRODUCTS MUST BE EQUAL TO OR GREATER THAN THE PRICES SET FORTH IN THE MAP UPDATE. PARTICIPATING RESELLERS ARE NOT REQUIRED TO INDICATE PRICING FOR THE MAP PRODUCTS IN ONLINE MEDIA. HOWEVER, IF A PRICE FOR A MAP PRODUCT IS INDICATED, THE ADVERTISED PRICE OF A MAP PRODUCT CANNOT BE LESS THAN THE MAP.

B. THE ADVERTISED PRICE FOR A MAP PRODUCT INCLUDES ANY ADVERTISEMENT OF FREE OR DISCOUNTED PRODUCTS OR SERVICES INCLUDED OR “BUNDLED” WITH OTHER PRODUCTS IF THE INCLUSION OF SUCH PRODUCTS OR SERVICES WOULD LOWER THE NET PRICE OF THE COVERED MAP PRODUCT BELOW THE MAP UPDATE.

C. PARTICIPATING RESELLERS MAY NOT ADVERTISE OR SELL THE MAP PRODUCTS ON ANY THIRD-PARTY ONLINE MARKETPLACE OR TO ANY DISTRIBUTORS OR RESELLERS FOR FURTHER SALE OR DISTRIBUTION ON ANY THIRD-PARTY ONLINE MARKETPLACE WITHOUT ROADMASTER, INC.’S WRITTEN CONSENT. THE RESELLER MAY SELL THE MAP PRODUCTS ON ITS OWN WEBSITE SO LONG AS IT COMPLIES WITH THIS POLICY.

D. PARTICIPATING RESELLERS MAY NOT SELL MAP PRODUCTS TO ANY OTHER RESELLERS THAT ADVERTISE OR OTHERWISE PROMOTE THE MAP PRODUCTS IN ONLINE MEDIA BY INDICATING A PRICE THAT IS LESS THAN THE MAP OR THAT OTHERWISE VIOLATES THIS POLICY.

E. THE POSTING OR LISTING OF THE PRICE OF A MAP PRODUCT ON ANY APPROVED THIRD-PARTY WEBSITE OR ON ANY EMAIL OR OTHER ELECTRONIC MEANS IN ANY WAY THAT IS VISIBLE BY ANY VIEWER BEFORE THE PRODUCT IS PLACED IN A SHOPPING CART OR OTHER ELECTRONIC POINT OF SALE IS CONSIDERED AS ADVERTISING BY A RESELLER AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY.

F. FOR A PARTICIPATING RESELLER'S WEBSITE, THE "SHOPPING CART" OR "CHECK OUT" PRICE IS NOT CONSIDERED AN ADVERTISED PRICE AND IS NOT SUBJECT TO THIS POLICY. THE SHOPPING CART IS THE ONLY AREA ON THE RESELLER'S WEBPAGE WHERE DISCOUNTING BELOW MAP CAN BE DISPLAYED. FOR THIRD-PARTY MARKETPLACES, THE "BUY IT NOW" OR "CLICK TO CART" BUTTONS ARE CONSIDERED PART OF THE "SHOPPING CART."

G. THE FOLLOWING ACTIONS BY PARTICIPATING RESELLERS ARE NOT ALLOWED UNDER THIS POLICY:

- 1) LISTING A MAP PRODUCT FOR SALE ON AN AUCTION SITE WITH ADVERTISED "BUY IT NOW" OR SIMILAR PRICING BELOW THE PRICE LISTED FOR THAT PRODUCT IN THE APPLICABLE UPDATE.
- 2) DISPLAYING A NUMERICAL DISCOUNT, AS A PERCENTAGE OR DOLLARS OFF NEXT TO THE ADVERTISED PRICE, THAT WHEN APPLIED LOWERS THE ADVERTISED PRICE BELOW MAP.
- 3) ADVERTISING THAT SUGGESTS THAT A PRICE BELOW THE APPLICABLE UPDATE IS AVAILABLE WITH LANGUAGE SUCH AS "PRICE TOO LOW TO LIST," "CALL FOR LOWER PRICE," OR "ADD TO CART FOR LOWER PRICE."
- 4) USE OF COUPONS OR CODES THAT IMPLY A PERCENTAGE OR DOLLARS OFF DISCOUNT THAT WOULD LOWER THE ADVERTISED PRICE TO BE BELOW MAP.
- 5) BANNERS THAT DISPLAY SITEWIDE PROMOTIONS WITH NUMERICAL DISCOUNTS THAT WHEN APPLIED LOWERS THE ADVERTISED PRICE BELOW MAP.

4. ENFORCEMENT

IF A PARTICIPATING RESELLER ADVERTISES ANY OF THE MAP PRODUCTS FOR RESALE AT PRICES BELOW THE MAP, SUCH VIOLATION WILL RESULT IN SUCH CONSEQUENCES AS ROADMASTER, INC. MAY DETERMINE IN ITS SOLE DISCRETION. THESE CONSEQUENCES MAY INCLUDE, WITHOUT LIMITATION, LOSS OF ACCESS OR SUSPENSION OF ALL OR PART OF ROADMASTER, INC. DISCOUNTS, REBATES, AND MDF FUNDING.

ALL SUSPENSIONS WILL CONTINUE FOR A PERIOD TO BE DETERMINED BY ROADMASTER, INC. IN ITS SOLE DISCRETION.

ROADMASTER, INC. WILL INVESTIGATE AND RESOLVE ANY REPORTED VIOLATION IN ITS SOLE DISCRETION AND WILL COMMUNICATE ITS DECISION TO THE AFFECTED RESELLER.

5. POLICY ADMINISTRATION

THIS POLICY SHALL BE ADMINISTERED BY ROADMASTER, INC. AND SHALL BE EFFECTIVE ONLY IN THE UNITED STATES AND ITS TERRITORIES AND CANADA. THERE ARE NO THIRD-PARTY BENEFICIARY RIGHTS TO THIS POLICY. ANY FAILURE BY ROADMASTER, INC. TO REQUIRE COMPLIANCE WITH ANY PROVISION OF THIS POLICY WILL NOT OPERATE AS A WAIVER OF STRICT COMPLIANCE IN THE FUTURE.

ROADMASTER, INC. SALES PERSONNEL AND REPRESENTATIVES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS POLICY. THE POLICY ADMINISTRATOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER A VIOLATION OF THIS POLICY HAS OCCURRED AND FOR COMMUNICATING WITH THE OFFENDING RESELLER.

THIS MAP POLICY APPLIES TO SALES OF MAP PRODUCTS MADE DIRECTLY BY PARTICIPATING RESELLERS AND ALSO TO SALES MADE BY OTHER INDIVIDUALS OR ENTITIES WHO PURCHASE MAP PRODUCTS FROM PARTICIPATING RESELLERS FOR THE PURPOSE OF RESALE. ROADMASTER, INC. EXPECTS PARTICIPATING RESELLERS WITH A DIRECT PURCHASE RELATIONSHIP WITH ROADMASTER, INC. TO COMMUNICATE THIS MAP POLICY TO ANY DOWNSTREAM RESELLER RECEIVING MAP PRODUCTS FROM RESELLER, AND THE PARTICIPATING RESELLER WILL BE RESPONSIBLE FOR ADHERENCE TO THIS MAP POLICY BY ANY SUCH DOWNSTREAM RESELLER

THIS POLICY IS SUBJECT TO REVISION BY ROADMASTER, INC. AT ITS SOLE DISCRETION AT ANY TIME. ROADMASTER, INC. WILL PROVIDE NOTICE OF CHANGES TO THE POLICY ON THE WEBSITE AND VIA EMAIL TO PARTICIPATING RESELLERS.

PLEASE INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS POLICY AND THE NAME OF THE PARTICIPATING RESELLER BY SIGNING BELOW. BY SIGNING THIS POLICY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTICIPATING RESELLER.

SIGNED BY: _____

SIGNATURE: _____

COMPANY NAME: _____

EFFECTIVE DATE: _____