



MINIMUM ADVERTISED PRICE (MAP) POLICY

EFFECTIVE JANUARY 1, 2019 – REPLACES PREVIOUS MAP POLICY

Nite Ize, Inc. (“NI”) has revised and implemented a new Minimum Advertised Price (“MAP”) Policy (additional terms defined below), effective immediately, and this Policy will replace any previous NI pricing policy.

1. Purpose

NI products have a premium image for excellence and innovation worldwide earned through extensive product and market development. Some Dealers may take advantage of this fact by offering NI products as loss leaders or by promoting unfair discounts. In an effort to help protect our reputation and protect the investment of those Dealers that provide valuable services to customers, NI has adopted this Policy.

2. General Guidelines

(a) This Policy applies **only to the Advertised Price of any NI Product currently covered by this Policy** (the “Covered Product,” listed in the following link, or provided by other notice, and as updated by NI from time to time: www.niteize.com/MAP)

(b) Dealer **may establish its own actual resale prices.**

(c) Violations occur **if the Advertised Price of a Covered Product is less than the Minimum Advertised Price established by NI.**

(d) Unless otherwise established by NI, the **Minimum Advertised Price** for Nite Ize® branded products **is 20% less than the MSRP of each Covered Product**, with the exception of the following: **MAP for RunOff™ waterproof bag products is equal to MSRP.**

3. Additional Factors in Calculating Advertised Price

The Minimum Advertised Price also:

- **Includes** all discounts, deductions, rebates and allowances offered (not including NI rebates or coupons); and
- **Excludes** all taxes and insurance charges to be paid by customer.

NI, in its sole discretion, shall determine whether any Advertised Price is in violation of this Policy.

4. Shipping Costs (whether charged, free, or discounted) Are EXCLUDED From Calculating the Advertised Price

Shipping costs, if any, are excluded from the calculation. Free or reduced-price shipping is not a “discount” if the offer applies to all non-NI products.

5. Consequences of Violating this Policy

First violation: NI will provide notice to Dealer to remove or stop the violation. If the violation cannot be removed or stopped (for example, an ad that ran one time previously), NI will provide notice of the violation.

Second violation: For violations not removed after the first notice or for second violations, NI will revoke Dealer’s authorization to purchase any SKU’s in the product family involved in this violation for a period of thirty (30) days. All pending orders will be cancelled and no new orders will be accepted for each such SKU.

Third violation: For violations not removed after the second notice or for third violations, NI will revoke Dealer’s authorization to purchase any or all NI products indefinitely and/or until NI provides notice otherwise. All pending orders will be cancelled and no new orders will be accepted for the designated NI products.

NI will take one or more of the above actions without assuming any liability. Each violation of this Policy is cumulative and will carryover to any updated or new NI policies. The consequences of each violation may take effect even if previous consequences are still running. For Dealers purchasing from distributors, this Policy may be enforced through a Do-Not-Sell List provided to all distributors.

6. Modifications

NI, at any time, may unilaterally: (a) **vary the Minimum Advertised Price for Covered Products;** (b) **vary the products included as Covered Products;** and (c) **otherwise modify the Policy.**

NI will attempt to provide prior notice of each new Minimum Advertised Price or change in the included Covered Products at least sixty (60) days in advance. While NI will attempt to communicate all updates through notice, each Dealer is responsible for making sure that it is aware of the appropriate MAP(s), the current Covered Products and any Policy updates. Notice may include price lists, correspondence or may be made available electronically.

7. The Fine Print Additional Restrictions

A Dealer (directly or through another) engaging in any of the following activities or equivalents in connection with any Covered Products is a violation of this Policy unless expressly authorized by NI or unless otherwise directed by this Policy:

- using “lowest price” or “prices too low to show,” or an offer of a low-price guarantee or offering to match a lower price offered by another seller;
- a strike-through of any MSRP or “regular price” and/or the failure to show a price for any Covered Product referenced;
- the price for a Covered Product does not appear on the initial webpage or the price varies between the initial webpage and an in-the-cart price;
- an invitation to click, rollover, visit a location (such as a website, store or showroom) or otherwise communicate to obtain a price;

- any promotion to group purchasers at less than the MAP;
- advertising or promoting a trade-in offer for any products in connection with any Covered Products; and
- tactics which NI determines are intended to circumvent application of this Policy.

8. The Fine Print Exemptions

Exemptions to the Policy are as follows:

- live telephone communication or individualized e-mail (but not automated e-mail or calls) in response to a specific customer inquiry;
- in-store materials at a brick-and-mortar location that simply state the price the Covered Products may be purchased, including point-of-sale signs, price stickers and hangtags (but not including signage visible outside a brick-and-mortar location);
- advertising and promotional materials (including printed catalogs) that cannot reasonably be modified prior to the effective date of this Policy or a change in the MAP(s), the current Covered Products or this Policy until revision is reasonably available;
- an offer under one or more special programs (if any) designated by NI;
- a card benefit, coupon or other discount, as long as it may be applied to most of the products offered by Dealer or, in the case of a category-wide sale (such as flashlights), most of the products in the category;
- the accrual and application of “points” or other things of value in connection with the purchase of any Covered Product so long as the points are accrued from and may be applied to most of the products offered by Dealer in an equal manner;
- the offer of any used Covered Products (rather than new); and
- the offer to a Dealer’s employee for personal use (not for resale).

9. Additional Policy Terms and Conditions

This Policy is applicable to each NI Authorized Dealer located in the United States for all NI products unless exceptions are made available by NI. Any “FAQs” or information posted by NI are intended to help answer questions only and are not part of the Policy. NI will not discuss any conditions of acceptance related to this Policy. In addition, NI neither solicits, nor will it accept, any assurance of compliance with this Policy – compliance is voluntary.

10. Definitions

(a) the “**MAP Policy**” or “**Policy**” means this policy; (b) a “**Covered Product**” is a product designated by NI notice to have a MAP; (c) “**Advertised Price**” is calculated as specified above and includes any offer or price at which a Covered Product is made available in any way (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used) (but not actual sales price(s)) and offers made by or on behalf of Dealer containing Price Information, including, but not limited to, conventional advertising (e.g., newspapers, magazines, direct mail, catalogs, radio and television) and Electronic Content; (d) “**Price Information**” means any information regarding price, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value); (e) “**Electronic Content**” means all electronic advertisements and any information accessed through a hypertext link or “http,” a mobile app or site, social media, internet shopping sites, marketplaces and comparison search engines, electronic solicitations, messaging, webcasts, e-mail and chats; (f) the “**Authorized Dealers**” means each Dealer (including distributors selling to end users or through a distributor enterprise) designated as authorized by notice from NI, but only if Dealer is not on the then-current Do-Not-Sell List; and, (i) “**Do-Not-Sell List**” means notice from NI which indicates that (1) a dealer/reseller is not authorized to resell NI products or (2) the designation of a Dealer as an Authorized Dealer has been revoked for all NI products or for certain products.

11. Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy must be in writing and are to be addressed to the following persons at NI responsible for this Policy (“**Policy Administrator**”):

Nite Ize, Inc.
MAP Policy Administrator
5660 Central Avenue
Boulder, CO 80301 USA
e-mail: policyadmin@niteize.com

Only the Policy Administrator or its designated representative is authorized to answer questions or comment on this Policy or to accept information regarding potential violations.