

MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective April 1, 2018



PAW - Pet Adventures Worldwide (“PAW”) has implemented a Minimum Advertised Price (“MAP”) Policy. Additional terms are defined below and applies to all of the products within the PAW family of brands.

PURPOSE

The PAW team has made great efforts to design and manufacture premium pet products. In an effort to protect our reputation and brand image, we have adopted this MAP Policy. It has been carefully designed to create a fair, competitive landscape for all PAW retail and distribution partners.

Although each reseller remains free to establish its own advertising and pricing policy, PAW requires that any advertising of its products and use of our trademarks meet certain minimum criteria.

PAW reserves the right to enforce this policy, in its sole discretion, against any activity which PAW determines is intended to circumvent the intent of this MAP Policy.

GUIDELINES

1. This Policy applies only to the Minimum Advertised Price of any PAW Product currently covered by this Policy (the “Covered Product,” listed in the following link, or provided by other notice, and as updated by PAW from time to time: www.petadventuresworldwide.com/pages/reseller)
2. PAW always offers a Suggested Retail Price/MSRP for every Covered Product. However, Resellers may establish their own actual resale prices.
3. Violations occur if the Advertised Price of a Covered Product is less than the Minimum Advertised Price established by PAW.
4. Any Advertised Price of PAW products in any and all media outlets including but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, banners, television, radio and public signage must be above the Minimum Advertised Price.
5. The MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed outside of the store or any email newsletter sent to your customer database or loyalty program.
6. The Minimum Advertised Price also includes all discounts, deductions, rebates and allowances offered (not including PAW rebates or coupons) and excludes all taxes and insurance charges to be paid by customer.
7. 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-PAW products.
8. For online Auction sites such as eBay, the “Buy It Now” price must be equal to or greater than Minimum Advertised Price. You cannot sell PAW products on auction sites for a “Best Offer”.

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

ADDITIONAL RESTRICTIONS

A Reseller (directly or through a Distributor) 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 PAW 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.
- Any tactics which PAW determines are intended to circumvent the application of this Policy.

EXEMPTIONS

Exemptions to the Policy are as follows:

- Live telephone communication or individualized e-mail (but not automated e-mail) 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 PAW.
- A card benefit, coupon or other discount, as long as it may be applied to most of the products offered by Reseller or, in the case of a category-wide sale (such as retractable leashes), 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 Reseller in an equal manner.
- The offer to a Reseller's employee for personal use (not for resale).

ADDITIONAL TERMS & CONDITIONS

- This Policy is applicable to each PAW Authorized Reseller located in the United States for all PAW products unless exceptions are made available by PAW.
- Any “FAQs” or information posted by PAW are intended to help answer questions only and are not part of the Policy.

VIOLATIONS & CONSEQUENCES

PAW uses a powerful market tracking technology with automated price policy enforcement tools. All violations are archived indefinitely.

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

Each violation of this MAP Policy is cumulative and will carryover to any updated or new PAW policies. The consequences of each violation may take effect even if previous consequences are still running.

For Resellers purchasing from distributors, our MAP Policy will be enforced through a Do-Not-Sell List provided to all distributors. This Do-Not-Sell List is updated and sent automatically to our network of sales representatives and distributors.

1st Violation	<ul style="list-style-type: none">Reseller will receive an initial violation warning with details of the product(s) in violation of the MAP Policy.The violation must be corrected within 7 days.
2nd Violation	<ul style="list-style-type: none">For violations not removed after the first notice or for a second violation, the Reseller will receive another warning. The violation must be corrected within 7 days.Failure to correct within 7 days will result in cancellation of any current or future orders of the item and similar items for 60 days from when violation stops.Reseller will be added to the Do Not Sell List for a minimum of a 60 day period. Reseller will remain on the DNS list longer if reseller continues to violate during this time. Once reseller is in compliance for 60 consecutive days, Reseller will be removed from the Do Not Sell List.
3rd Violation	<ul style="list-style-type: none">Violator will receive violation notices similar to the 1st and 2nd Violations. The violation must be corrected in 7 days.Failure to correct the violation within this time frame will result in indefinitely revoking of all Authorized Reseller privileges. All pending orders will be cancelled and no new orders, from PAW's entire brand family, will be accepted.Reseller will be added to the Do Not Sell List indefinitely.

MODIFICATIONS

PAW, at any time may:

- vary the Minimum Advertised Price for Covered Products;
- vary the products included as Covered Products; and
- otherwise modify the Policy.

PAW 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 PAW will attempt to communicate all updates through notice, each Reseller is responsible for making sure that it is aware of the appropriate MAP(s), the current Covered Products and any Policy updates.

All current Policy information can be found online at: www.petadventuresworldwide.com/pages/reseller

DEFINITIONS

- The “MAP Policy” or “Policy” means this policy.
- A “Covered Product” is a product designated by PAW to have a MAP.
- “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 Reseller containing Price Information, including, but not limited to, conventional advertising (e.g., newspapers, magazines, direct mail, catalogs, radio and television) and Electronic Content.
- “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).
- “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 chat.
- The “Authorized Reseller” means each Dealer (including distributors selling to end users or through a distributor enterprise) designated as authorized by notice from PAW, but only if Reseller is not on the then-current Do-Not-Sell List.
- “Do-Not-Sell List” means notice from PAW which indicates that (1) a dealer/reseller is not authorized to resell PAW products or (2) the designation of a Dealer as an Authorized Reseller has been revoked for all PAW products or for certain products.

QUESTIONS, ASSISTANCE & REPORTING VIOLATIONS

All questions or requests for additional information regarding this MAP Policy or information regarding potential violations of this MAP Policy, must be in writing and addressed to:

PAW - Pet Adventures Worldwide
Brand Protection Team
8494 Firebird Drive
West Chester, Ohio 45014

BrandProtection@PAW.US.com

Only the PAW Brand Protection Team is authorized to answer questions or comment on this Policy or to accept information regarding potential violations. Sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to this Policy.