

The Wee Believers Toy Company

Minimum Advertised Price (MAP) Policy

Wee Believers Minimum Advertised Price (“MAP”) Policy is designed to help Wee Believers’ Resellers maintain the long-term strength of Wee Believers’ brand equity by helping them to engage in advertising that best conveys to customers the value of Wee Believers’ products. Wee Believers takes great pride in its services and brands. Customers have created great demand for Wee Believers’ products and services because they believe that Wee Believers’ products and services offer superb quality and value. We believe that Wee Believers’ MAP policy, more fully described below, will allow Resellers to profitably market and effectively promote the value of Wee Believers’ products and services to these customers.

1. Resellers may advertise Wee Believers’ products at or above the minimum advertised price (MAP). The MAP for Wee Believers’ products are Wee Believers’ Manufacturer’s Suggested Retail Prices (MSRP) for those products as displayed in Wee Believers’ website and catalog and may be adjusted by Wee Believers at its sole discretion.
 - 1.1. Resellers may distribute or sell Wee Believers’ products to sub-resellers for resale only if that sub-reseller enters into a sub-reseller agreement wherein the sub-reseller acknowledges and agrees to abide the terms of Wee Believers’ MAP Policy. A “sub- reseller” is any individual or company that the Reseller knows has an intention of reselling the product and/or which purchases products in a quantity and type which exceeds an amount that can reasonably be expected to be used or consumed by the individual purchaser. A Reseller shall be responsible for ensuring that its sub-resellers comply with Wee Believers’ MAP Policy. Upon request, a Reseller shall provide Wee Believers with information regarding such sub-resellers shall provide details of their agreement and evidence of their adherence to Wee Believers’ MAP Policy.
 - 1.2. Reseller acknowledges Wee Believers’ interest in protecting the channel of distribution of the Products and acknowledges that Wee Believers may, from time to time, direct Reseller not to sell products to certain individuals or entities. Reseller agrees not to sell Wee Believers’ products to any individuals or entities on Wee Believers’ “Do Not Sell” list.
2. The MAP policy applies to all advertisements of Wee Believers’ products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
 - 2.1. All advertisements of MAP Product(s) must include Wee Believers’ model name and a price at or above the MAP.
 - 2.2. Pricing listed on an Internet site is considered an advertised price and must adhere to this MAP Policy, but once the pricing is associated with intent to purchase (added to a secure shopping cart or telephone order) the price becomes the selling price and is not bound by this MAP Policy. Statements



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such as “add to basket to see price,” or “we will match any price,” “close-out,” “call for price” or statements of similar import are acceptable as long as the advertised price is not less than MSRP. In addition, discounts applied at a virtual or online checkout do not violate this MAP Policy.

- 2.3. At no time may the Reseller engage in negative promotional advertising that may create an appearance of criticizing Wee Believers’ Products, such as “Don’t Buy Wee Believers’ Products ... until you check our pricing.”
- 2.4. MAP products may only be advertised as standalone products and may not include any promotional allowances (e.g. rebates, coupons, free premiums, reward program offerings, etc.), except for Wee Believers’ authorized promotions (e.g. manufacturer’s rebates).
3. The inclusion in advertising of coupons, promotions, free or discounted products (whether made by Wee Believers or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP. Any general store, catalog, online or website promotion which does not include Wee Believers’ products should have the exclusion prominently displayed to avoid creating an impression of below MAP pricing.
4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Reseller’s retail location or over the telephone. Resellers remain free to sell these products at any prices they elect.
5. MAP does not establish maximum advertised prices. All Resellers may offer Wee Believers’ products at any price in excess of the MAP established for such product.
6. Wee Believers’ MAP policy does not in any way limit the ability of any Reseller to advertise that “they have the lowest prices” or, they “will meet or beat any competitor’s price”, or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
7. From time to time Wee Believers may discontinue models or engage in promotions with respect to certain products. In such events, Wee Believers reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Reseller of such change. Wee Believers further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to its Resellers.
8. Used products can be advertised below the designated MAP so long as the Reseller clearly and prominently discloses that the product is “used.” Wee Believers defines used products as product obtained by the Reseller through customer return, customer trade-in, demo units, or other means.
9. Wee Believers may engage in monitoring of advertised prices of MAP Products, either directly or via the use of third parties. Third parties retained by Wee Believers may engage in monitoring of Reseller advertisements and website advertising including, but not limited to, review of advertised prices.
10. It is Wee Believers’ intention to administer this policy fairly and reasonably and in a progressive fashion. Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Wee Believers. The level of sanctions will be determined by Wee Believers in its sole discretion and may include loss of eligibility for volume pricing, co-operative advertising or other programs, and may include indefinite termination of sales to Reseller. Wee Believers does not intend to do business with Resellers



who degrade the image of Wee Believers and its products. Wee Believers is not required to provide prior notice or issue warnings before taking any action under this policy.

11. Wee Believers may change or cancel this policy at any time.

Please indicate your understanding of the above policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below. When completed please return to us by email to sales@weebelievers.com; by fax to (317) 288-3766, or by mail to The Wee Believers Toy Company® Accounts Receivable, P.O. Box 40074, Bay Village, OH 44140.

Company Name _____

Date _____

Title of Authorized Representative _____

Signature _____

List of all DBA names used in the marketplace

