



# Minimum Advertised Price Policy

## WERNER PADDLES, INC.'s MINIMUM ADVERTISED PRICE POLICY

Certain advertising practices undermine Werner Paddles, Inc.'s ("Werner Paddles") reputation, brand, goodwill, and premium image with its target consumer population and discourage its sellers from investing in Werner-brand paddles and providing the best possible service and support to customers. To protect the integrity of Werner-brand paddles, it has adopted this unilateral Minimum Advertised Price Policy (the "MAP Policy"), which applies to all authorized sellers of Werner-brand paddles in the United States. This MAP Policy is effective **August 17th, 2018**, and supersedes all prior Werner Paddles policies regarding minimum advertised prices or resale prices for the Covered Products applicable to sellers.

### WERNER-BRAND PADDLES SUBJECT TO MAP POLICY AND MINIMUM ADVERTISED PRICE

This MAP Policy applies to advertisements of all Werner-brand paddles with a Manufacturer's Suggested Retail Price ("MSRP"). The minimum advertised price ("MAP") is the MSRP as set forth in the most current Werner Paddles' price list (the "Covered Products"). The current price list is available to all sellers and may be amended by Werner Paddles in its sole discretion at any time. To receive the most current price list, call 800-275-3311 or email [info@wernerpaddles.com](mailto:info@wernerpaddles.com). This MAP Policy does not apply to, discontinued, used, or obsolete paddles. Werner Paddles is solely responsible for establishing the MAP for the Covered Products and communicating the MAP to all sellers. **While sellers remain free to advertise and sell all Werner-brand paddles at any price, it is a violation of this MAP Policy for a seller to advertise any Covered Products at a price lower than the MAP.**

### ADVERTISING AND ADVERTISEMENTS

For purposes of this MAP Policy, the terms "advertise" and "advertisement" includes all promotional or pricing information displayed by any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

Such advertisements also include, but are not limited to:

- Offering coupons, discounts, rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, a category-wide sale, a promotional code, or other similar provision that can be applied to the Covered Products. Consumer loyalty programs that reward buyers with a rebate are permitted so long as the rebate does not occur during the sale process, such as an instant rebate.
- Bundling Covered Products with other products or services (whether made by or provided by Werner Paddles or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- Strikeouts or strikethroughs of pricing information "see price in cart," or other statements that suggest a lower price for a Covered Product may be found at the final online checkout stage.
- Permitting any third-party to alter the advertised price for any Covered Product.

The terms “advertise” and “advertisement” do not include signage displayed within a brick-and-mortar selling location, any materials related to a consumer product show, a free or reduced-price shipping advertisement (as long as such offer applies to all or almost all other products offered by the seller in the same product category), and pricing information displayed at the final online checkout stage of a transaction. The “**final online checkout stage**” is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s website.

## **MAP WINDOWS / PROMOTIONS / DISCONTINUED PRODUCT**

Sellers of the Covered Products may advertise Werner-brand paddles below the MAP at a maximum discount of 20% off the respective MSRP from August 24 to September 3 and November 19 to November 28, 2018. If a seller made an off-MAP selection for the period of April 1 through August 31, 2018 pursuant to Werner Paddles’ prior MAP policy that was effective until August 16th, 2018 that promotion will also not be deemed to be a violation of this MAP Policy.

All discontinued and obsolete off-price products must be segregated from full price, in-line items on dealer’s website. They should be marked separately as “discontinued.” For an updated list of discontinued products please call 800-275-3311 or email [info@wernerpaddles.com](mailto:info@wernerpaddles.com).

## **THIS MAP POLICY IS NOT AN AGREEMENT AND IS NON-NEGOTIABLE**

**This MAP Policy does not constitute an agreement between Werner Paddles and any other entity.** Werner Paddles shall not solicit or accept any compliance assurance with this Policy from any seller or any other party, and each seller must choose whether to comply with this Policy. **This MAP Policy is not negotiable and shall not be altered for any seller.**

## **NONCOMPLIANCE**

Werner Paddles will take the following actions against any noncompliant seller:

- **First Violation:** Werner Paddles will notify the seller in writing, either by email or by mail, of the violation.
- **Second Violation:** For a seller’s second violation during a twelve (12) month period following the First Violation, Werner Paddles will notify the seller in writing, either by email or by mail, of such failure and will immediately place the account of the seller on a shipping hold for thirty (30) days. Werner Paddles will revoke its acceptance of any pending orders, cancel any pending shipments to the seller, and not accept any new orders from the seller during this thirty (30) day period.
- **Third Violation:** For a seller’s third violation of this MAP Policy during a twelve (12) month period following the First Violation, Werner Paddles will terminate its business relationship with the seller. Werner Paddles will revoke its acceptance of any pending orders and cancel any pending orders.

This MAP Policy will be enforced by Werner Paddles in its sole discretion and without notice. Sellers have no right to enforce this MAP Policy.

## **POLICY ADMINISTRATION**

Werner Paddles may update, revise, suspend, terminate, reinstitute, or modify this MAP Policy at any time in its sole discretion. Any such modifications will be made available to all authorized sellers. If Werner Paddles changes the MAP on any Covered Products, it will provide at least fourteen (14) days’ notice to sellers before the changes are effective.

No Werner Paddles employee or agent, including a Werner Paddles’ sale representative, is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any seller, including any seller’s compliance with the terms.

Any questions or inquiries about this MAP Policy shall only be submitted in writing and directed to Werner Paddles’ MAP Policy Administrator at [taylor.robertson@wernerpaddles.com](mailto:taylor.robertson@wernerpaddles.com). Werner Paddles will not accept any other form of communication from sellers regarding this MAP Policy.