

# Einstein Pets minimum advertised price policy.

**EFFECTIVE May 1, 2017**

## **1. Introduction and Policy Overview**

Einstein Pets has a long history of providing only the highest quality premium pet treats. We started in a kitchen with the mission to make a genuine difference in pets' + peoples' lives by producing products that are unequivocal in their quality and integrity. Over the past 5 years, we have worked with and relied on a growing number of retail partners to educate consumers about the benefits of feeding and using our products.

The MAP policy has been established by EP to help ensure the legacy of EP as a top producer of all-natural dog treats (biscuits) and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for EP customers.

Our success is tied to the success of these incredible retail partners, and in order to ensure that all of our resellers can more effectively sell our products, continue to support our brand as a premium offering, and avoid intra-brand channel conflict, we created a unilateral minimum advertising price policy ("MAP Policy") and effective May 1, 2017.

## **2. Policy Statement**

Einstein Pets, LLC, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this **MAP Policy for a price that is no less than \$9.99 and MAP price excludes any shipping and handling and tax charges**. So, for example, your advertised price is \$9.99 (or higher) + Shipping and Handling, and tax surcharge.

## **3. General Guidelines**

- The products covered by this MAP Policy include all products sold by Einstein Pets ("MAP Products") and, MAP price excludes any shipping and handling charges
- Einstein Pets recognizes that resellers are free to make their own decisions to advertise and sell any product at any price they choose, without consulting or advising Einstein Pets. Similarly, Einstein Pets will exercise its right to make its own decisions regarding the accounts eligible to participate in Einstein Pets Reseller Program ("EP RP"), supplemental marketing materials, point-of-purchase displays, new product availability, or future promotional marketing programs.
- This MAP Policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone or online.
- If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 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 dealer's retail location or over the telephone. EP dealers and sales representatives remain free to sell these products at any price they choose.
- MAP does not establish maximum advertised prices. All dealers and sales representatives may offer EP products at any price in excess of the MAP.
- EP's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- Dealer agrees to hold all trademarks and copyrights of Einstein Pets as the property of Einstein Pets and use advertising materials provided by Einstein Pets in an authorized manner only.
- Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. GD does not intend to do business with dealers or sales representatives who degrade the image of GD and its products. It is GD's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- Amazon, E-Bay and Other Auction Web Sites Policy:
  - "Buy it Now" options must be listed at a price equal to MAP or greater.
  - For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option.
  - Best Offer Auctions Are Not Allowed
- Negotiated Contracts: From time to time it may be explicitly approved by Einstein Pets in writing to sell certain EP products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Einstein Pets, LLC.
- EP may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. EP will send out a notice in advance with details of the special.

## **4. Advertising Guidelines**

- The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

- Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer and thereby constitute “advertising” under this MAP Policy.
- It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, so long as no price is listed.
- This MAP Policy also applies to any activity which Einstein Pets determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.
- From time to time, Einstein Pets may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Einstein Pets reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time.
- The Minimum Advertised Price for any EP product shall not be less than \$9.99 below the current Manufacturer’s Suggested Retail Price (MSRP) as published on the EP price sheet. MAP pricing is established by EP and may be adjusted by EP at its sole discretion.
- The MAP policy applies to all advertisements of EP products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- The MAP policy is not applicable to: 1) any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
- The inclusion in advertising of free or discounted products (whether made by EP 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.
- EP dog treats may be advertised as free provided there is no obligation on the customer to make any other purchase in order to receive the dog treats.

## 5. Policy Enforcement

- In the event of a MAP Policy violation, all reseller accounts shall have a period of forty-eight (48) hours to bring advertising into compliance or Einstein Pets reserves the right to cancel any pending orders and cease filling any new orders for the product(s) in violation of this MAP Policy for the following periods:
  - i. For an initial violation, Einstein Pets will cancel any pending orders and cease filling any new orders for a period of thirty (30) days.
  - ii. For a second violation by a reseller within one (1) year of the initial violation, Einstein Pets, at its discretion, reserves the right to cancel any pending orders or cease filling orders for a period of greater than thirty (30) days. Repeated infractions of this MAP policy may result in termination of dealer status.
- Einstein Pets will continue to sell to the reseller any other products for which no MAP Policy violation has occurred.
- Einstein Pets MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred.
- Waivers to this MAP Policy may be granted in Einstein Pets sole discretion by the MAP Policy Administrator in writing. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter will be considered a violation of the MAP Policy.
- Einstein Pets will utilize online price-monitoring software to swiftly alert retailers and distributors of MAP Policy violations.
- Resellers are expected to provide reasonable cooperation in any Einstein Pets investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with Einstein Pets MAP Policy investigation is a violation of this MAP Policy.
- The MAP Policy will be enforced by Einstein Pets in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this MAP Policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

All questions related to this MAP Policy should be directed to: [info@einsteinpets.com](mailto:info@einsteinpets.com).