

## **ASMODEE USA**

### **MINIMUM ADVERTISED PRICE (“MAP”) POLICY**

This Minimum Advertised Price Policy (hereafter “MAP Policy”) is unilaterally imposed and enforced by Asmodee North America, Inc., dba Asmodee USA, 1995 West County Road B2, Roseville, Minnesota, 55113, U.S.A. (hereafter “ANA”) in its sole and absolute discretion upon any customer purchasing product from ANA for ultimate sale to end-users of said products (hereafter “Reseller”).

This policy does not constitute an agreement between a Reseller and ANA and ANA is not seeking a response from the Reseller. This is a unilateral policy as such that a Reseller is free to decide whether to follow this policy. However, advertised pricing practices or other Reseller conduct inconsistent with this MAP Policy may result in, among other actions, suspension or termination of the Reseller’s account, unavailability of specific product for purchase, lower prioritization for product allotments, and/or ineligibility for any other pricing or purchasing benefit extended to Reseller by ANA for any of the products in its active product catalog (“ANA Product”), including but not limited to, participation by ANA in drop-ship order fulfillment programs of Reseller. This list is not exhaustive and ANA reserves the right to apply corrective actions that it determines are appropriate for the specific Reseller and situation.

A catalog of our active products with the MSRP, and MAP noted is made available via ANA’s website and can be found at the following link: <https://www.asmodeena.com/en/catalogs/>

#### **1.0 Definitions**

The following terms used in this MAP Policy are defined as follows:

End-User: An individual customer located in the United States of America or its territories who purchases product from a Reseller and for which that product is, to the best of Reseller’s knowledge, intended for that customer’s consumption and not for further resale.

MAP: The minimum advertised price for each applicable ANA Product, regardless of the condition of the product, is equal to the ANA Product’s MSRP, less a specified percentage. ANA communicates the MAP for each individual ANA Product on its website and by various other communications.

MAP Amnesty Period: A period of time, as determined solely by ANA, in which Resellers are not required to adhere to MAP, in whole or in part, for certain ANA Products.

MSRP: Manufacturer’s suggested retail price. ANA communicates the MSRP for each individual ANA Product on its websites, catalogs, and by various other communications to its Resellers, as defined below.

#### **2.0 Minimum Advertised Price**

Reseller will not advertise the price of an ANA Product to be below an ANA Product’s MAP. Reseller will not represent the MSRP of an ANA Product to be anything other than the MSRP communicated by ANA for that given ANA Product.

- i) The MAP of ANA Products applies only to the advertised price and does not apply to actual point-of-sale checkout price, which is at the sole discretion of the Reseller.
- ii) Advertised prices include prices in respect to ANA Products published by or on behalf of Reseller, regardless of condition, in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage (including signage at End-User and trade conventions), as well as internet sites, social media sites, apps, video blogs, blogs, or any other electronic media. This includes any price visible on the internet prior to ANA Product being placed in a customer’s virtual shopping cart or similar feature including but not limited to prices visible via auction sites, electronic

bulletin boards, browsers, portals, pop-ups, tweets, posts, and other methods of publication, even if through links or another website. Reseller may not include statements such as and similar to “click here for best price,” or “click here for business pricing” or “click here to see pricing”, or use automated bounce-back pricing emails, forms and automatic price display for ANA Products prior to such products being placed in a customer’s virtual shopping cart or similar feature. Any online “business price” must adhere to MAP.

- iii) ANA will consider Reseller’s actual advertised price to be the price at which an ANA Product is offered by or on behalf of Reseller to an End-User (potential or actual) after applying all discounts, rebates, allowances, coupons, and similar price reductions advertised by or on behalf of Reseller in connection with the ANA Product, excluding certain taxes and shipment charges paid by the customer.
- iv) Except for ANA approved bundles, Reseller must not bundle, package, or otherwise advertise, with or without a discount, any:
  - a) ANA Products for sale together,
  - b) ANA Product and non-ANA Products together.
  - c) Multiple ANA Products, or multiple ANA Products and non-ANA Products at an advertised total price lower than the aggregated MAP for each ANA Product included in the bundle.
- v) ANA may, at its sole discretion, on ANA websites, and by various other communications, provide a list of ANA Products that are exempt in whole or in part from the provisions of this Map Policy through a MAP Amnesty Program within a specific time period. Traditionally, ANA announces MAP Amnesty Programs during the following periods: 1 week in Spring, 1 to 2 weeks in the summer and 1 to 2 weeks during the Holiday season and may add additional periods at its sole discretion.
- vi) This Map Policy does not apply to labels or stickers displaying the actual pricing to End Users when adhered onto physical ANA Product to be sold in-person by Reseller to End Users. Reseller may not publish or otherwise disseminate scans, photographs, or other visual reproductions of such physical labels or stickers.
- vii) This Map Policy does not apply to actual prices of ANA Product communicated by Reseller directly to an individual End-User in person, by telephone or by individual email response.
- viii) It is not the intent or purpose of this MAP Policy to restrict, coerce, force, or reach agreement with a Reseller to charge a particular price for any ANA Product.
- ix) ANA refuses to engage in any communication with Resellers regarding whether a competing Reseller’s advertised pricing behavior is consistent with the ANA MAP Policy. ANA assumes sole responsibility for monitoring and enforcing the MAP Policy and will not discuss such activities with any Reseller, except for the limited purposes of discussing an individual Reseller’s own advertised pricing behavior or penalties relating to the same.

All questions regarding this MAP Policy are to be directed to [policycompliance@asmodeena.com](mailto:policycompliance@asmodeena.com).