

GAME Minimum Advertised Pricing Policy

In the United States, Effective October 1, 2018

Great American Merchandise & Events, LLC (“GAME”) is a leading, world-class global manufacturer of pool and spa products and accessories. GAME’s focus and dedication on innovation and excellence has led to numerous awards across its entire product line. GAME continually strives to develop products that are technologically advanced, durable and sustainable, providing its customers with the best in class products across its entire line. GAME has strong brand recognition in key markets. GAME sells its products to a variety of authorized dealers, distributors and resellers (“Resellers”) throughout the United States. GAME’s Resellers have invested much time, effort and resources into marketing GAME’s brands and products.

GAME seeks to offer its products as premium products in its industry. To achieve that goal, and to protect the investment of Resellers who provide valuable education, sales assistance, and product support to their customers, GAME has unilaterally adopted this Minimum Advertised Pricing policy (the “MAP Policy”).

This MAP Policy is disseminated for informational purposes only and should not be considered an agreement between GAME and Reseller(s). This MAP Policy does not constitute any agreement between GAME and Reseller(s), and no contractual or procedural rights are granted to any Reseller by this MAP Policy. GAME is not seeking a response from Resellers, nor will GAME accept any agreement about a Reseller’s compliance with this MAP Policy.

MAP Policy Application

1. This MAP Policy shall apply to all of the products listed on GAME’s most current Price List & Order Form (“MAP Products”). GAME will maintain a current Price List & Order Form, which GAME periodically shall update and distribute at its sole discretion.
2. GAME will unilaterally apply the MAP Policy to all Resellers. GAME reserves the right to decide unilaterally with whom it does business.
3. This MAP Policy shall apply to all advertising of MAP Products in the United States.
4. This MAP Policy applies to all advertising and advertisements of MAP Products in any and all media (except in-store promotions and pricing), including, but not limited to, all internet or similar electronic media, websites, digital flyers, digital catalogues, digital coupons, email newsletters, email solicitations, flyers, coupons, mailers, catalogs, television, radio and public signage.
5. This MAP Policy applies to advertising only and in no way limits the right of any Reseller to set its own prices.

MAP Policy

6. Effective October 1, 2018, it is GAME's unilateral policy that no Reseller advertise any MAP Products for less than the minimum advertised priced stated on GAME's most current Price List & Order Form.
7. Advertising a price lower than the MAP Product's price set forth in the most current Price List & Order Form will be a violation of this MAP Policy.
8. Such website features as "Click for price" or automated 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 Reseller (rather than by the customer) and shall 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, specifically with respect to GAME products, so long as no price is listed. It shall not be a violation of this MAP Policy to advertise in general that the Reseller has "the lowest prices" or will match or beat its competitor's prices, or to use similar phrases, so long as the Reseller does not include any advertised price below the MAP Product's price and otherwise complies with this MAP Policy.

Violations

9. If GAME determines that any Reseller is not complying with this MAP Policy, GAME reserves the right to impose sanctions in its sole discretion. The first violation of this MAP Policy shall result in no shipments of applicable product(s) for a minimum of 30 days. A second violation of this MAP Policy shall result in the termination of all GAME product shipments. GAME further reserves the right to pursue any legal remedies it may possess under applicable law.
10. In addition, a Reseller's violation of this MAP Policy may result in such Reseller's ineligibility to receive any additional or future Reseller Rebates from GAME.
11. Any actions GAME decides to take in response to a violation of this MAP Policy will be at GAME's sole discretion and will not be done in consultation with any Reseller or third party in the industry. Should GAME determine a Reseller has violated this MAP Policy, GAME will act unilaterally and will not negotiate subsequent compliance with this MAP Policy.
12. If a Reseller with multiple store locations or sales channels violates this MAP policy at any particular store location or through any particular sales channel, GAME will consider this to be a violation by all of the Reseller's locations and sales channels.
13. This MAP Policy also applies to any activity that GAME determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.
14. GAME expects all Resellers to provide reasonable cooperation in any investigations by GAME regarding possible violations of this MAP Policy. At its sole discretion, GAME may consider any delaying, hindering, obstructing or otherwise failing to cooperate with an investigation to be a violation of this MAP Policy.

Miscellaneous

15. This MAP Policy constitutes GAME's own internal, uniform and unilateral policy.
16. GAME recognizes that any Reseller can make its own decisions to advertise and sell any GAME product at any price it chooses without consulting or advising GAME. GAME similarly has the right to make its own independent decisions regarding product allocations and with whom GAME does business.
17. All questions relating to this MAP Policy should be directed exclusively to the Administrator, solely by e-mail, to: MAPPolicy@game-group.com. Inquiries by any other means or to any other person will not be reviewed or returned.
18. The Administrator is the sole GAME agent authorized to receive or send communications on behalf of GAME concerning this MAP Policy. GAME will not seek or respond to any complaints about violations of this MAP Policy. Other than the Administrator, no GAME employee or sales representative is authorized to discuss with any Reseller any term, complaint, or violation of the MAP Policy. GAME's employees and sales representatives are NOT permitted to modify, waive, or in any way amend this MAP Policy, or to make any agreement or assurance with respect to this MAP Policy.
19. GAME reserves the right at any time to modify, suspend or discontinue this MAP Policy in whole or in part. MAP Policy modifications will be distributed by GAME to all Resellers.