



11200 Hampshire Ave S | Bloomington, MN 55438

KING - Unilateral Minimum Advertised Price (MAP)

April 2023

KING is committed to supporting the advertising and promotion of our products by dealers, retailers, distributors, and other businesses selling KING products directly to retail consumers by protecting advertised pricing. Our goal is to create fair margins across all channels, ensure consistent pricing for retail consumers, and foster healthy competition among all KING dealers, retailers, distributors, and other channel partners. KING has earned a strong reputation and loyal customer base, thanks in part to a robust distribution network that actively promotes, educates, and advertises our products. To retain the image and integrity of the product offerings, KING has implemented a Unilateral Minimum Advertised Price policy for all items listed in the MAP Pricing Appendix. We expect all retailers, dealers, distributors, and other businesses actively selling KING products to retail consumers to adhere KING's MAP Policy. No signature or acknowledgement is required for the policy to be in effect. The policy is referred to hereafter as "MAP."

1. The MAP policy applies to all forms of advertisement pertaining to KING products as delineated in the MAP Pricing Appendix, encompassing all media channels without limitation, including but not limited to: coupons, brochures, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, print media, television, radio, electronic mail, internet websites, e-commerce platforms, methods utilizing hypertext transfer protocol (HTTP), internal links to web-based shopping carts, and all other forms of electronic media. The MAP policy does not apply to in-store advertising. Furthermore, promotions offering free shipping, handling, or financing do not violate the MAP policy.
2. The incorporation of free or discounted products, rebates, or bundled promotions (whether offered by KING or another manufacturer) in advertising is inconsistent with the MAP policy if it results in discounting the advertised price of the covered product below the MAP. Offering retailer gift cards or comparable forms of seller credit for future purchases or providing a gift with purchase is allowed. However, when offering a gift with purchase, the advertised price of any KING products enumerated in the MAP Pricing Appendix must be no less than MAP to comply with the MAP policy.
3. The MAP policy pertains exclusively to advertised prices and does not encompass the price at which the products are sold or made available for sale to an individual consumer within the retail location or via telephone communication from a retailer, dealer, distributor, or other business selling direct to consumers.
4. The utilization of a "click for price" button or terminology of equivalent meaning on a website displaying a price below the MAP constitutes a violation of this policy. However, the MAP policy ceases to apply once an item is placed in a customer's "virtual shopping cart" on an online platform; at this point, the price is considered the "selling price" and no longer falls within the purview of the MAP policy.
5. The MAP policy does not impose any restrictions on the ability of a retailer, dealer, distributor, or other business to advertise that they "have the lowest prices," that they "will match or surpass any competitors' price," that prices are "too low to display," that customers should "call for a price," or terminologies conveying a similar meaning, provided that the price advertised or listed for the products is not lower than MAP. Prices can be excluded from advertisements or displayed as "strike-through" or "mark-out" prices, provided that the price indicated in the advertisement is equal to or greater than the MAP.



11200 Hampshire Ave S | Bloomington, MN 55438

6. Notification: In the event of a violation, the retailer, dealer, distributor, or business shall receive a notification via the designated reporting email address. The issuance of this notification shall initiate the following sequence of actions:
 - **First notice:** Upon the initial breach of the MAP policy, the retailer, dealer, distributor, or business shall be issued a warning and granted a two (2) day period to rectify the advertised pricing. This notice will be an automated email transmitted to the email address registered with KING or to a generic 'contact us' email inbox if no known email is on record.
 - **Second notice:** In the event of a subsequent violation or failure to amend the advertised pricing within the allotted two-day timeframe following the first notice, KING may unilaterally and without additional warning, withhold the processing of incoming orders. The retailer, dealer, distributor, or business must achieve MAP compliance for the resumption of order processing.
 - **Third notice:** Should a third infraction transpire within a 12-month period, further measures may be implemented, up to and including the suspension of the business relationship with the retailer, dealer, distributor, or business for thirty (30) days.
 - **Termination:** If the retailer, dealer, distributor, or business does not correct the advertised pricing within the suspension period, KING reserves the right to unilaterally and without further warning, cease product sales and terminate its business relationship with the aforementioned parties for one (1) year. Subsequent violations may result in the indefinite suspension of the business relationship and placement on a "Do Not Sell" list.
7. This MAP policy does not constitute a contract or agreement to sell or continue to sell KING products. KING neither seeks nor will it solicit or accept any retailer's, dealer's, or distributor's agreement with this policy. Furthermore, KING shall not engage in discussions concerning the pricing of any retailer, dealer, or distributor, the pricing of others, or this policy beyond its terms. This MAP policy represents a unilateral policy upon which KING is prepared to market its products, and KING sales personnel lack the authority to modify or grant exceptions to the MAP policy.
8. KING will periodically provide distribution partners with a list of MAP offenders in an official "Do Not Sell" List. KING reserves the right to modify the resellers listed at its discretion for any reason or no reason. Should a retailer, dealer, or distributor sell any KING MAP products to a reseller on the Do Not Sell List, KING may unilaterally and without further warning, discontinue product sales and terminate its business relationship with the offending retailer, dealer, distributor, or business.
9. Occasionally, KING may offer promotions on select products at reduced prices for limited periods. Each retailer, dealer, distributor, or other business selling directly to retail consumers shall have the option to participate by matching the promotional price established by KING. This temporary new MAP shall be referred to as the Promotional Minimum Advertised Price (PMAP). During the PMAP period, products may be listed no lower than the price set by KING and must revert to the regular MAP upon the expiration of the promotional period. Failure to properly reinstate the regular MAP policy following the promotional period will initiate the standard notification process outlined in paragraph six. PMAP is designed to promote KING products, the KING brand, KING channel partners, and the outdoor lifestyle. Each channel partner may choose to participate at their own discretion, as it will be a pure cost for each business, without any funding or subsidization from KING. Most promotional periods last for less than a week, and KING shall announce any future PMAP via email to the address on file for said partners.
10. No signature or any other form of acknowledgment is required for the KING MAP Policy to be active. It is required that any dealer, retailer, distributor, or any other business selling KING products directly to retail consumers adhere to the KING MAP Policy.

Any future modifications, amendments, rectifications, or revisions to the KING MAP Policy shall be communicated to the email address on file for the respective retailer, dealer, distributor, or business, and may also be accessed at any time at www.kingconnect.com - Dealer Portal - MAP Policy.

We appreciate your support in selling KING products. It is our aspiration that this Policy safeguards your business, the KING brand, and retail consumers. For inquiries regarding this policy or to report violations, please contact us at map@kingconnect.com