

KING Tailgater and DISH Tailgater Portable HD Satellite TV Systems

Minimum Advertised Pricing Policy



KING actively supports the advertising and promotion of its KING Tailgater and DISH Tailgater Portable Satellite Antenna Systems by dealers, retailers and distributors through materials provided by KING and/or DISH at no or nominal cost. KING has built a strong reputation and following among consumers and has established a quality distribution network that actively promotes, educates and advertises our products to consumers. In order to retain the image and integrity of the KING Tailgater and DISH Tailgater products, KING has adopted a Minimum Advertised Price policy ("MAP policy") as follows:

1. The lowest price at which a retailer, dealer, or distributor may advertise the KING Tailgater Portable HD Satellite TV Antenna is \$349 and the DISH Tailgater Portable HD Satellite TV Antenna is \$299.

2. The lowest price at which a retailer, dealer, or distributor may advertise the KING Tailgater Portable HD Satellite TV System with DISH receiver is \$449 for the bundle and the DISH Tailgater with DISH receiver is \$349 for the bundle.

The above minimum advertised prices are referred to hereafter as "MAP".

3. The MAP policy applies to all advertisements of the Tailgater system in any and all media, including, without limitation, flyers, posters, coupons, direct mailers, brochures, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, other print media, television, radio, e-mail, Internet websites, e-commerce, any method which uses the hypertext transfer protocol (http) or any internal link to a web-based shopping cart, and other electronic media. The MAP policy is not applicable to any in-store advertising that is not distributed to any end customer. Free shipping and/or handling or free financing promotions do not violate the MAP policy.

4. The inclusion in advertising of free or discounted products, rebates, or bundled promotions (whether made by KING or another manufacturer), with the Tailgater system, is contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the MAP. The offer of retailer gift cards or similar forms of seller credit to be used for future purchases in any such advertising in connection with the purchase of any Tailgater Portable HD Satellite TV Antenna or Antenna System is specifically permitted.

5. 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 retailer's, dealer's, or distributor's retail location or over the telephone. KING's retailers, dealers, and distributors remain free to sell the Tailgater products at any prices they elect.

6. A "click for price" button on a website that displays a price lower than MAP is a violation of this policy. The MAP policy, however, does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website, as once the pricing is associated with the end customer's intent to purchase, the price is deemed the "selling price" and will fall outside the MAP policy.

7. The MAP policy does not in any way limit the ability of any retailer, dealer, or distributor to advertise that "they have the lowest prices", they "will meet or beat any competitors price", that prices are "too low to show", that consumers should "call for a price", or phrases of similar import, so long as the price advertised or listed for the products is not less than MAP. Prices may be omitted from advertisements, or may appear as "strike-through" or "mark-out" prices provided that such price in the advertisement is at or above the MAP. The MAP policy does not establish maximum advertised prices and retailers, dealers, and distributors may offer the Tailgater products at any price in excess of the MAP.

8. A first infraction for failure to follow this MAP policy will result in a warning and a seven (7) day opportunity to correct advertised pricing. Thereafter, if a retailer, dealer, distributor fails to do so, or if a second infraction occurs, KING may unilaterally and without further warning, discontinue selling products to and terminate its business relationship with such retailer, dealer, or distributor.

9. This MAP policy is not a contract or agreement to sell or continue to sell the Tailgater system, and KING does not seek nor will it solicit or accept any retailer's, dealer's, or distributor's agreement with our policy; nor will KING discuss the pricing of any retailer, dealer, or distributor, the pricing of others, or this policy beyond its terms. This MAP policy is a unilateral policy upon which KING is willing to market its products and KING sales personnel have no authority to modify or grant exceptions to the MAP policy.