

## MAP POLICY

### Introduction: Minimum Advertised Price Policy

Safari Ltd® is proud to offer some of the most intricate and eye-catching figurines in the marketplace. Our hand-painted, professionally sculpted products are perfect for inspiring imagination or adding to an impressive collection. Safari Ltd® has been creating quality, value-priced figurines for three generations.

We recognize that our quality partners invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To protect the investment of our quality partners and the Safari Ltd® brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP policy"), effective November 1<sup>st</sup>, 2014. This MAP policy prohibits resellers from advertising Safari Ltd® products below a specific price designated by Safari Ltd®. Promoting based on low-price, instead of service and value, can be detrimental to Safari Ltd's competitive position and resellers' service and support efforts.

Safari Ltd® believes that these advertising and sales practices are unfair, and discourages such efforts. Safari Ltd®, in its unilateral discretion, will not do business with any reseller, as to the products covered by this MAP policy, if that reseller intentionally advertises any MAP product below its designated MAP price. Safari Ltd® is confident that this program will strengthen its brand and benefit all of its resellers.

### Official Policy and Guidelines

1. The MAP policy will be enforced by Safari Ltd® in its sole discretion. Product advertised on the internet more than 15% below the MSRP (manufacturer's suggested retail price) will be a violation of this MAP policy.
2. Safari Ltd® reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP policy.
3. Safari Ltd® recognizes that any authorized Safari Ltd® account can make its own decisions to advertise and sell any Safari Ltd® product at any price it chooses without consulting or advising Safari Ltd®. Safari Ltd® similarly has the right to make its own independent decision at any time regarding product allocations and reseller participation as a member of the Safari Ltd® Authorized Reseller Program.
4. Internet auctions may not display or have reserved bid or other acceptable prices more than 15% below the MAP.
5. Safari Ltd® will maintain an updated "MAP Products Master List" of those products that will fall under this MAP policy. Safari Ltd® reserves the right to update or modify this list at any time. ([http://www.safariltd.com/pages/map\\_policy](http://www.safariltd.com/pages/map_policy))
6. 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 competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.



7. All products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP product in any advertising will be viewed as a violation of this MAP policy. This MAP policy applies to all advertisement of MAP products in any and all media, including, and without limitation to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as "Click for Price," automated "bounce - back" pricing emails, pre-formatted email responses, forms, 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 reseller (rather than by the customer) and this constitutes "advertising" under this MAP policy. This MAP policy also applies to any activity which Safari Ltd® determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for 'group purchases.'
8. From time to time, Safari Ltd® may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Safari Ltd® reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
9. Where Safari Ltd® products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Safari Ltd®), it shall be a violation of this MAP policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Safari Ltd® product or (b) violates the letter or spirit of the MAP policy. It shall be a violation of this MAP policy if products are bundled with or sold as part of a package that includes products not pre-approved by Safari Ltd®.
10. It shall be a violation of this MAP policy to include in any advertising for Safari Ltd® products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP product. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases are of a Safari Ltd® product) shall be evaluated under the same guidelines as described in Section 9 regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an "other product" under Section 9.
11. Although resellers remain free to establish their own resale prices, Safari Ltd® reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any reseller whose net retail sales price is less than the current MAP retail price established by Safari Ltd®.
12. Safari Ltd's sales representatives are NOT permitted to discuss this policy, or any other agreements with respect to Safari Ltd's policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects MAP products.
13. Safari Ltd® has an exclusive Amazon fulfiller agreement with E Revolution Ventures. This agreement strictly prohibits the sale of our merchandise on Amazon.com by anyone other than E Revolution Ventures or Amazon.com.
14. Safari Ltd® has an exclusive agreement with E Revolution Ventures. This agreement strictly prohibits the sale of our merchandise on [Walmart.com](http://Walmart.com), [Target.com](http://Target.com) or any big box store website, without written approval from Safari Ltd®
15. Safari Ltd® recognizes that many internet sites ship internationally, however Safari Ltd® reserves the right to prohibit retailers from shipping our products outside the USA. If a retailer ships Safari Ltd® products outside the USA, they will be in direct violation of this MAP policy.

