



# SURPRISINGLY FUN GAMES

SurprisinglyFunGames.com

## Surprisingly Fun Games Minimum Advertised Price Policy (MAPP)

### ARTICLE I.

Surprisingly Fun Games (“SFG”) designs, develops, publishes and sells a diverse assortment of board games, card games and other games and gaming accessories (the “Products”). SFG acknowledges and understands that its current and continued success is directly related to the success of its network of authorized dealers (including without limitation all SFG distributor, wholesale, and retail customers that resell SFG products to consumers, known herein as “Vendors”). SFG also recognizes and understands that its Vendors take great pains to deliver a first class experience to their customers, and SFG desires to support its Vendors in furtherance of achieving their goals by protecting its image and reputation, promoting its brand and providing excellent resources that are key to maintaining the hobby culture for game enthusiasts. Therefore, it is in the interest of both SFG and its Vendors to protect the Vendors’ ability to continue to provide an outstanding experience and exemplary service to their customers. In furtherance of the aforementioned dual interest, SFG believes that it is also in the best interest of both SFG and its Vendors to discourage advertising practices that would be detrimental to the service and support efforts of our Vendors. As a result, SFG has developed and put into force this **Minimum Advertised Price Policy (“MAPP”)** on a UNILATERAL BASIS. This MAPP shall in no way be considered or construed to be an agreement (or to create any contract) with or between any Vendor or other person or entity, and shall only apply to advertised pricing. It is in no way meant to regulate actual sales prices whatsoever. Please enjoy this Surprisingly Fun MAPP.

### ARTICLE II.

The decision to comply with this **MAPP** is left up to each individual Vendor, and if they choose to comply, all such Vendors are solely responsible for maintaining compliance with SFG’s MAPP. SFG reserves the right, in its sole and absolute discretion, to suspend or discontinue selling Products (and otherwise discontinue doing business with) any Vendor that: (i) advertises any Products covered by this **MAPP** at a price in contravention of this **MAPP**; or (ii) takes any other action

whatsoever in contravention of this MAPP.

### ARTICLE III.

1. The products covered by this policy (the “Products”) along with SFG’s suggested retail price for each such Product are described in the following table:

SKU	Title	MSRP	MAP	UPC
SFB01000	Tin Spin	\$14.99	\$11.99	793888333789
SFB02000	Sweet Deals	\$19.99	\$15.99	197644594993

1. SFG may in its sole discretion modify this list and such prices from time to time.
2. SFG recognizes that Vendors are free to make their own decisions to advertise and sell any SFG product at any price they choose, without consulting or advising SFG. Similarly, SFG will exercise its right to make its own decisions regarding who it chooses to be an authorized Vendor and who SFG provides supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The **MAPP** applies to advertised prices, not the price at which Products are actually sold or offered for sale to an individual in-store or over the telephone.
4. SFG believes in maintaining a fair marketplace for all its authorized Vendors.

### ARTICLE IV.

A Vendor shall have violated this **MAPP** if:

1. It puts forth any advertisement, not exempted by this **MAPP**, that (i) offers a price for a Product; or (ii) implies a price for a Product; or (iii) has the effect of reducing the advertised price for a Product, to a price that is at a discount of greater than twenty percent (20%) off of SFG’s suggested retail price as prescribed by the MAPP.
2. It puts forth any advertisement or makes any statements or phrases that are misleading or arbitrary with regard to the prices of a Product.
3. It puts forth any advertisement that includes discounts, rebates, coupons, or offers with similar price reductions that serve to reduce the advertised price below the prescribed **MAPP** price, whether this reduction is stated in terms of a specific dollar amount or more generally as a reduction from the **MAPP**. For example “50% off Retail Price.”

### ARTICLE V.

The Following are clarifications of the **MAPP**, but are not an exhaustive list. Please contact the **MAPP** Representative (as defined below) if you have any specific questions:

1. This **MAPP** applies to all advertisements of the Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. This **MAPP** does not apply to solely “on-premise” or “in-store” advertising promotions or sales that are not disseminated to customers, nor does it apply to advertising on the site of a local event, convention or trade show where the Vendor has rented a booth or space to sell the Products.
3. Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and 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 Vendor (rather than by the customer) and thereby constitute “advertising” under this **MAPP**; Provided however that it shall not be a violation of this **MAPP** to advertise that a customer may “call for price,” “email for price” or “add to cart for price,” or to use similar language, specifically with respect to Products, so long as no price is listed. Additionally e-mails, text messages, letters, and quotes from a Vendor addressed to an individual customer in connection with such customer’s inquiries, specific expressions of interest or business with the Vendor shall not be a violation of this **MAPP**.
4. This **MAPP** also applies to any activity which SFG determines, in its sole discretion, is designed or intended to circumvent the intent of this **MAPP**, such as solicitations for ‘group purchases’ and the like.
5. It shall not be a violation of this **MAPP** to advertise in general that the Vendor has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Vendor does not include any advertised price below those prescribed by this **MAPP** and otherwise complies with this **MAPP**.
6. From time to time, SFG may permit Vendors to advertise Products at prices lower than the **MAPP** retail price. In such events, SFG reserves the right to modify or suspend the **MAPP** retail price with respect to the affected products for a specified period of time by providing advance notice to all Vendors of such changes.
7. From time to time SFG may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this **MAPP** to advertise the availability of the manufacturer’s rebate, provided that:
  1. the advertisement includes a **MAPP** compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;
  2. an asterisk is placed next to the net price after manufacturer’s rebate; and
  3. “\*after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
8. This **MAPP** shall not apply to the advertising price of used and/or non-current Products.

## **ARTICLE VI.**

1. “Bundling” or advertising Products for sale together will violate this **MAPP** when:

1. the effective or stated price of the bundle represents a discount of greater than twenty percent (20%) of the prices prescribed in the **MAPP**; or
  2. any item bundled with the Products violate any of SFG's rights (including without limitation any intellectual property rights); or
  3. any item bundled with the Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
  4. the effective or stated discount is greater than twenty percent (20%) of the highest priced item in the bundle.
2. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a Product will violate this **MAPP** when:
1. the effective or stated price of the bundle represents an immediate discount of greater than twenty percent (20%) of any Product covered by the **MAPP**; or
  2. the effective or stated price of the bundle represents a discount of greater than twenty percent (20%) of a Product covered by the **MAPP** after taking into consideration any contingent future purchase.
3. Rebate programs from SFG, whether on its Products or any of its affiliates' products are exempt from this policy.

## **ARTICLE VII.**

1. In the event a Vendor chooses not to follow **MAPP**, sanctions will be imposed by SFG in the following manner.
  1. **First Notification:** SFG will send the Vendor a communication noting the **MAPP** violation and such Vendor will be allowed 10 business days to cure the violation without further consequence.
  2. **Second Notification:** In the event the Vendor does not cure the infraction within 10 business days, SFG will send the Vendor a communication noting the **MAPP** violation and the Vendor will be considered to be in "Non-Compliance" status and a "Stop Ship" order will be placed on the Vendor's account for a minimum of 10 business days. If such Vendor remedies the violation within the next 10 business days the "Non-Compliance" and "Stop Ship" designations will be removed 10 business days after the **MAPP** violation is corrected.
  3. **Third Notification:** In the event the Vendor does not cure the infraction within 10 business days after being placed into "Non-Compliance" status, then SFG will send the Vendor a communication noting the continued **MAPP** violation and, in its sole discretion, may terminate the distributor/reseller relationship with such Vendor.
2. Each violation of this **MAPP** is cumulative. The consequences of the violations are additive and take effect regardless of whether the consequences of the preceding violations are still in effect. If a Vendor continues to violate the **MAPP** (as determined by SFG) after receiving notice thereof from SFG, then SFG will treat such violation as a subsequent violation, so that the same act(s) or failure(s) to act may

result in multiple violations. SFG reserves the right to cease any supply relationship with a Vendor. SFG reserves the right, in its sole discretion, to determine whether a violation has occurred; whether given the circumstances at issue and the passage of time, a violation will be classified as a first, second or third violation; and whether any of the actions set forth above will be taken.

3. If a Vendor with multiple store locations violates this **MAPP** at any one store location, or on any associated website, then SFG will consider this to be a violation by the Vendor as a whole in the aggregate.
4. Notwithstanding anything to the contrary in this **MAPP** (including without limitation Section A of this Article VII), SFG reserves the right to cancel any pending orders, restrict future orders, or suspend Vendors' account if SFG reasonably believes:
  1. a Vendor has violated the provisions of this policy; or
  2. a Vendor intends to violate this policy.
5. SFG has designated a specific representative to deal with this **MAPP** (the "**MAPP** Representative") who is solely responsible for determining whether a violation of the **MAPP** has occurred, as well as determining appropriate sanctions and is the sole person at SFG to discuss this **MAPP** with any Vendor.
6. Waivers to this **MAPP** may be granted in SFG's sole discretion by the **MAPP** Representative in writing. SFG sales, marketing, or other personnel are not authorized to modify or grant exceptions to the **MAPP**. In the event that the **MAPP** Representative authorizes a waiver to the **MAPP**, Vendors must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the **MAPP**.
7. SFG employees, contractors, agents and other representatives are strictly prohibited from discussing the **MAPP** with any person or entity, and they are also strictly prohibited from seeking or accepting any assurances of any Vendor's compliance with the **MAPP**. The **MAPP** will be enforced by SFG in its sole discretion and without notice. Vendors have no right to enforce the **MAPP**. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this **MAPP** should be directed to:

Attn: Minimum Advertised Price Policy Representative  
Administrator shawn@surprisinglyfungames.com

This **MAPP** may only be modified in writing and the only authorized communications regarding the **MAPP** will be made through the above-referenced email address

- SFG recommends that Vendors do not communicate with other Vendors concerning compliance with the **MAPP**. SFG does not and will not discuss the business dealings of any Vendor, including their compliance with the **MAPP**, with any other Vendor.
- SFG monitors the advertised prices of Vendors, either directly or via the use of 3rd party agencies, online search programs and other tools. Vendors are expected to provide reasonable cooperation in any SFG investigations regarding possible **MAPP** violations.

Hindering, obstructing, delaying, or otherwise failing to cooperate with a SFG **MAPP** investigation is a violation of this **MAPP**. SFG will establish, maintain and enforce a Non-Approved Vendor List comprised of Vendors to which SFG (and any of its authorized resellers/distributors) may not sell Products.

- SFG reserves the right to change or discontinue the **MAPP** at any time, and no Vendor has the right to rely on the continued existence of the **MAPP** or SFG's enforcement of the **MAPP**. SFG reserves the right to choose any VENDOR with which it will do business and reserves the right to accept or reject any purchase order from any Vendor at any time.

**\*\*\*THIS MAPP SHALL NOT APPLY TO ANY JURISDICTION OR ANY VENDOR, PERSON OR ENTITY DOING BUSINESS IN ANY JURISDICTION WHEREIN ANY APPLICABLE LAW WOULD FIND THIS MAPP TO BE ILLEGAL OR OTHERWISE IN CONTRAVENTION OF SUCH APPLICABLE LAW.**

**\*\*SUBJECT TO THE FOREGOING PARAGRAPH: Any term or provision of this MAPP that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.**