



## **U.S. RETAIL MINIMUM ADVERTISED PRICE (MAP) POLICY**

### **Purpose**

Max Trac Tire Co., Inc., DBA Mickey Thompson Tires & Wheels North America ("Mickey Thompson"), has developed its products to deliver maximum performance and superior value to surpass consumers' demands. In an effort to preserve the integrity of the brand and the reputation for providing consumers with high value products, Mickey Thompson is unilaterally establishing a Minimum Advertised Price ("MAP") Policy effective April 1, 2018 for certain Mickey Thompson, Dick Cepek tires ("Mickey Thompson Products").

### **Introduction**

This MAP Policy establishes advertised pricing standards for Mickey Thompson Products. Retailers of Mickey Thompson Products to consumers must comply with the MAP Policy in order to be eligible for promotional funds, participation in national consumer rebates, use of Mickey Thompson Intellectual Property and distribution of the Mickey Thompson Products.

The MAP Policy applies only to the minimum prices advertised to the consumer and does not apply to the price at which the products are actually sold. This MAP Policy does not establish maximum advertised prices. All Retailers may advertise Mickey Thompson Products at any price in excess of the minimum advertised price established for such product. Each Retailer is free to set its actual resale price for any product independently. Mickey Thompson and its employees have no authority to define what resale prices must be or to otherwise interfere with the establishment of resale prices.

### **Policy Coverage**

This MAP Policy covers Mickey Thompson Products that are offered for sale in the United States. Although Retailers remain free to establish their own resale prices, Mickey Thompson will, without assuming any liability, unilaterally impose sanctions as described in this policy against Retailers who advertise the Mickey Thompson Products at prices below the MAP. Mickey Thompson will not discuss any conditions of acceptance related to the MAP Policy, as it is non-negotiable and will not be altered for any Retailer.

“Direct Dealer,” as used herein, is defined as a person or entity that purchases Mickey Thompson Products directly from Mickey Thompson.

“Reseller,” as used herein, is defined as a person or entity that is not a Direct Dealer that sells Mickey Thompson Products.

“Retailer,” as used herein, collectively refers to a Direct Dealer and Reseller.

## **Scope**

The MAP Policy applies to all advertisements of Mickey Thompson Products including, without limitation:

- Print advertising such as posters, flyers, newspaper and magazine advertisements, print inserts, Yellow Pages, and other directories, with the exception of in-store advertising.
- Broadcast advertising such as radio and TV.
- Direct advertising such as e-mails, catalogs, flyers, coupons, newsletters, direct mail pieces, and faxes, whether mailed, hand delivered, or shipped in-box with the Product.
- Internet sites, social media sites, internet banners and pop-up ads.
- Club membership sites, third-party marketplace websites (Amazon, eBay, Facebook marketplace etc.) and third-party shopping tools. Mickey Thompson Products can be auctioned on internet auction sites as long as the Reserve Price is equal to or greater than the minimum advertised price and is displayed as part of the advertisement.

The MAP Policy does not apply to business-to-business advertisements.

The current listing of Mickey Thompson Products included in the MAP Policy and the applicable minimum advertised prices are published at [www.mickeythompson.channelsync.com](http://www.mickeythompson.channelsync.com). Mickey Thompson Product listings, MAP prices and the MAP Policy may be changed at any time at Mickey Thompson’s sole discretion. Changes to the MAP price will be effective 30 days following the official announcement on [www.mickeythompson.channelsync.com](http://www.mickeythompson.channelsync.com). Retailers will have 30 days to update pricing on digital platforms and 90 days to update printed materials after the announcement date. Retailers are responsible for remaining current with the MAP Policy. All Direct Dealers shall provide notice of the MAP Policy to all of their Resellers by providing a copy of this MAP Policy.

## **Guidelines**

- A Retailer shall not advertise Mickey Thompson Products in any advertising at prices less than the MAP.
- Prices displayed on any website are considered advertising and must comply with the MAP Policy until the Mickey Thompson Products are placed in the shopping cart by the consumer. The shopping cart is considered part of the check-out process and any price displayed in the shopping cart or on pages associated with the check-out process fall outside of the MAP Policy. Website features such as “click for price,” “strike through,” “add to cart for price,” “call for price,” “chat for price,” or “email for price,” pre-formatted e-mail responses, such as automated bounce back e-mails, and other similar features are considered to be communications initiated by the Retailer (rather than by the consumer) and constitute advertising under the MAP Policy.

Mickey Thompson considers using any language, symbols or images to suggest there may be a lower price in cart as a violation of the MAP Policy.

- It shall not be a violation of the MAP Policy to advertise that a consumer may “call for information,” “email for information,” “chat for information,” or similar language. Actual prices charged or offered to consumers may be provided in direct response to such requests by telephone, email, or chat message. Such communications, which are responses to communications initiated by the consumer (rather than the Retailer), shall not be considered advertising under the MAP Policy.
- It shall not be a violation of the MAP Policy to advertise in general that the Retailer has “the lowest prices” or “will match or beat its competitors’ prices,” or to use similar phrases, so long as the Retailer does not include any advertised price below the MAP and otherwise complies with the MAP Policy.
- *Bundling and Value-Added Offers*: All bundles must be advertised at or above the cumulative MAP of the Mickey Thompson Product. If a Mickey Thompson Product is bundled with a non-Mickey Thompson product, the advertised bundle price must be at or above the MAP of the Mickey Thompson Product plus the price of the non-Mickey Thompson Product, if sold separately.
- *Gift Cards and Rewards Programs*: Gift cards and rewards program points can be offered to consumers who buy Mickey Thompson Products, as long as the gift cards or rewards points are offered on all products (Mickey Thompson Products, non- Mickey Thompson Products) sold by that Retailer. The gift card or rewards points cannot be applied on the initial purchase transaction; it must be applied to a future consumer purchase.
- *Free Shipping*: Free shipping can be offered to consumers who buy Mickey Thompson Products, as long as free shipping is offered on all products (Mickey Thompson Products and non-Mickey Thompson Products) sold by that Retailer at that time period.
- *Discounts and Savings “Call-Outs”*: Advertisements for Mickey Thompson Products may include category, percentage or specific dollar amount discounts. If such discounts result in a net price lower than the MAP of a Mickey Thompson Product, then such advertisement will be a violation of the MAP Policy.
- The MAP Policy also applies to any activity which Mickey Thompson determines, in its sole discretion, is designed or intended to circumvent the intent of the MAP Policy. All Resellers are liable for all advertised prices across the web, including the price on Google Shopping. It is the Resellers responsibility to correct any errors or issues directly with Google.

## **Enforcement**

Mickey Thompson will manage the enforcement of the MAP policy through its own staff, outside consultants and/or agents. Mickey Thompson will unilaterally make all determinations relating to a violation of the MAP Policy in its sole satisfaction. All violations are subject to Mickey Thompson review and approval. There will be no negotiations or appeals. Retailers have no right to enforce the MAP Policy. A Retailer is responsible for its advertising, and Mickey Thompson does not have the resources to determine whether a violation is intentional or accidental. Advertising or otherwise marketing for sale Mickey Thompson products in any manner that is factually incorrect or otherwise misleading or illegal is prohibited. Advertising efforts for all Products and manufacturer information must be accurate and current. Resellers may not directly or indirectly identify themselves as the product manufacturer.

**First Infraction:***Direct Dealers:*

A written warning of the infraction(s) will be sent to the Direct Dealer. The Direct Dealer will have three (3) business days to comply before it is considered a second infraction. If the first infraction is corrected within the three (3) business days, Mickey Thompson may choose to remove that infraction as long as there is not another infraction for the following nine (9) months.

*Reseller/MTMA Member:*

A written warning of the infraction(s) will be sent to the Reseller. The Reseller will have three (3) business days to comply before it is considered a second infraction. If the first infraction is corrected within the three (3) business days, Mickey Thompson may choose to remove that infraction as long as there is not another infraction for the following nine (9) months.

**Second Infraction:***Direct Dealers:*

A written warning of the infraction(s) will be sent to the Direct Dealer. The results of the second infraction can be forfeiture of all Program Funds (VBR, Growth, Consumer Rebates and Specific Customer Programs) for the following three (3) months. The Direct Dealer may also forfeit use of Mickey Thompson imagery and all Intellectual Property, and Mickey Thompson will remove the Direct Dealer from the Authorized Internet Reseller List & Buy Now for up to three (3)-month period. The Direct Dealer will have three (3) business days to comply before it is considered a third infraction.

*Reseller/MTMA Member:*

A written warning of the infraction(s) will be sent to the Reseller. The results of the second infraction may be forfeiture of all Program Funds (Consumer Rebates and Power Promotions) for the following three (3) months. The Reseller may also forfeit the use of Mickey Thompson imagery and all Intellectual Property and Mickey Thompson may remove the Reseller from the Authorized Internet Reseller List & Buy Now for up to three (3) month period. The Reseller will have three (3) business days to comply before it is considered a third infraction.

**Third Infraction:***Direct Dealers:*

A written warning of the infraction(s) will be sent to the Direct Dealer. The results of the third infraction may be forfeiture of all Program Funds (VBR, Growth, Consumer Rebates and Specific Customer Programs) up to twelve (12) months. The Direct Dealer may also forfeit any direct wholesale pricing discounts (minimum of 10%) that are currently being applied to their pricing structure for up to twelve (12) months. The Direct Dealer may forfeit the use of Mickey Thompson imagery and all Intellectual Property and Mickey Thompson will remove the Direct Dealer from the Authorized Internet Reseller List & Buy Now.

#### *Reseller/MTMA Member:*

A written warning of the infraction(s) will be sent to the Reseller. The results of the third infraction may be forfeiture of the use of Mickey Thompson imagery and all Intellectual Property up to twelve (12) months and Mickey Thompson will remove the Reseller from the Authorized Internet Reseller List & Buy Now for up to twelve (12) months. The Reseller will also be placed on a "Do Not Sell List" for up to twelve (12) months from the third violation date.

#### **Do Not Sell List**

If a Direct Dealer is caught selling to a Reseller on the "Do Not Sell List", the Direct Dealer may be subject to suspension of Mickey Thompson Product shipment for up to two (2) years from the date of the violation. The "Do Not Sell List" is actively published on [www.mickeythompson.channelsync.com](http://www.mickeythompson.channelsync.com).

#### **Promotions**

Mickey Thompson reserves the right to run national promotions of their products. Mickey Thompson encourages Retailers to utilize the national promotions to their advantage while providing a high level of customer service to the consumer. If the retail promotions reduce the consumer price below the minimum advertised price, the Retailer must continue to advertise at the minimum advertised price while showing the national promotion discount as a separate discount line item in the cart. The Retailer is allowed to use verbiage to advertise the rebate on the main page. Mickey Thompson may authorize independent promotions at their sole discretion.

#### **Examples of MAP Policy Violations**

##### *Value Added Programs*

Value added programs (other than those sponsored by Mickey Thompson) can violate the MAP Policy in certain situations. The MAP Policy is violated when the advertised aggregate price of a product and the value added goods is less than the minimum advertised price of the Mickey Thompson Product plus the total price of the value added goods.

*MAP Policy Violation Example:* MAP for the Mickey Thompson Product is \$245.00 and the normal retail price for a second product is \$105.00. The advertisement states that the consumer can purchase the Mickey Thompson product for \$245.00 and gets a second product for free or at less than its normal retail price.

##### *Shipping and Handling*

Advertising free or discounted shipping and handling is permitted so long as the advertised price of the Mickey Thompson product is not shown net of the value of the free or discounted shipping and handling. The advertised net price of the Mickey Thompson Product must not be less than the MAP.

*MAP Policy Violation Example:* MAP for the Mickey Thompson Product equals \$269.00. Advertising states a retail price for the product of \$249.00 plus \$20.00 shipping and handling.  
*Example of No MAP Policy Violation:* The advertising states a retail price for the Mickey Thompson Product of \$269.00 plus free shipping and handling.

### **Cosmetic Blemished Products**

From time to time Mickey Thompson may offer products for sale that have cosmetic blemishes. These products may be advertised for sale by Retailers below the MAP as long as they are clearly described as a cosmetically blemished product in the advertisement.

### **Damaging or Brand Devaluing Terms**

Any terms that may be perceived as diminishing the value of the Mickey Thompson Brand and/or Products may not be used such as “Overstocked” and “Inventory Blowout” in any advertisement.

### **No Agreement**

The MAP Policy does not constitute an agreement between Mickey Thompson and any Retailer. Compliance with the MAP Policy is not evidence of any kind of agreement between the Retailer and Mickey Thompson. The MAP Policy is in addition to, and does not supersede or limit in any respect, any other terms or conditions of any existing agreement between Mickey Thompson and the Retailer.

### **Policy Modifications**

Mickey Thompson reserves the right at its sole discretion to modify, suspend, or discontinue the MAP Policy at any time in whole or in part or designate promotional periods during which the terms of the MAP Policy change or designate periods of time during which the MAP Policy is not applicable. These announcements will be published via [www.mickeythompson.channelsync.com](http://www.mickeythompson.channelsync.com)

### **Authority**

Mickey Thompson alone is responsible for enforcing this Policy and will do so unilaterally. Mickey Thompson’s designated MAP Policy Manager is the only person authorized by Mickey Thompson to communicate MAP Policy updates, changes, or decisions. No other Mickey Thompson representative or agent is authorized to confirm compliance with or amend this MAP Policy. Mickey Thompson will not communicate with any Retailer regarding another Retailer’s advertising practices. MICKEY THOMPSON SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.

### **Policy Communications**

All questions and inquiries regarding the MAP Policy should be in writing and submitted to the MAP Policy Manager at [mapadmin@mickeythompontires.com](mailto:mapadmin@mickeythompontires.com).