

# United States Minimum Advertised Price Policy

**PROGRAM EFFECTIVE DATE:**  
June 1, 2019 – Until discontinued or suspended



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SuperSprings International Inc. (“SuperSprings”), has determined that certain advertising practices undermine SuperSprings’ trade reputation, brand, and premium image within the target consumer population and discourage SuperSprings’ resellers from investing in the SuperSprings product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the SuperSprings brand, SuperSprings has adopted this unilateral United States Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of SuperSprings Products in the United States of America.

The Policy applies to advertisements of the SuperSprings products listed on the SuperSprings MAP Schedule (“Covered Products”). The SuperSprings MAP Schedule will be made available to all resellers and may be amended by SuperSprings in its sole discretion at any time. The SuperSprings MAP Schedule is available at [www.supersprings.com/learn-more/resources](http://www.supersprings.com/learn-more/resources) (password: 93013). Resellers are responsible for periodically reviewing this site for updates to the SuperSprings MAP Schedule.

SuperSprings is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to all resellers. While resellers remain free to advertise and sell all SuperSprings Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- ii. Bundling Covered Products with other products or services (whether made by or provided by SuperSprings or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- iv. Permitting any third-party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored

links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

From time to time, SuperSprings may announce MAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. SuperSprings will notify all resellers of any such authorized promotions, generally not fewer than thirty (30) days in advance.

Further, the advertisement of free or reduced-price shipping is not a violation of this Policy as long as such offer applies to all or almost all other products offered by a reseller in the same product category.

**This Policy does not constitute an agreement between SuperSprings and any other entity.** SuperSprings neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for SuperSprings Products.

## NON-COMPLIANCE

SuperSprings will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any Covered Product:

- i. For a reseller’s first violation of the Policy, SuperSprings will notify the reseller in writing of such failure.
- ii. For a reseller’s second violation of the Policy, SuperSprings will notify the reseller in writing of such failure and will immediately revoke the reseller’s “authorized” status for thirty (30) days. SuperSprings will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from the reseller during this 30-day period.
- iii. For a reseller’s third violation of the Policy, SuperSprings will revoke the reseller’s “authorized” status, and if the reseller purchases directly from SuperSprings, terminate its business relationship with the reseller. SuperSprings will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

Although SuperSprings is not directing any reseller to require that its customers comply with this Policy, a violation of this

Policy by any such third-party will constitute a violation by the reseller.

The Policy will be enforced by SuperSprings in its sole discretion and without notice. Resellers have no right to enforce the Policy.

## **POLICY ADMINISTRATION**

SuperSprings may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. SuperSprings shall make any such modifications available to all authorized resellers. If SuperSprings changes the MAP on any Product, it will provide at least fourteen (14) days' notice to resellers before such change takes effect.

No SuperSprings employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to SuperSprings' MAP Policy Administrator at [brand.protection@supersprings.com](mailto:brand.protection@supersprings.com). SuperSprings will accept no other form of communication from resellers regarding the Policy.

This Policy is effective June 1, 2019 and supersedes all prior SuperSprings policies and/or representations regarding minimum advertised prices or resale prices for SuperSprings Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between SuperSprings and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.