## Distant Rabbit Games United States Minimum Advertised Price Policy (MAPP)

EFFECTIVE MAY, 2021

To support a fair market for Brick & Mortar vendors, Distant Rabbit Games has put into place a unilateral Minimum Advertised Price Policy (MAPP). **This MAPP only applies to public advertisements of pricing and does not apply to actual sales price, nor to "on-premises" or "in-store" advertising as defined below.** This policy is not a contractual agreement, but its adherence represents one of the criteria by which Distant Rabbit Games, at our sole discretion, chooses to work with (or continue to work with) retail partners.

**Products & Price:** The products (and their suggested retail prices) covered by our MAPP can be found below.

Title	SKU	SRP	МАР
Mantis Falls (retail)	DR-MFR2021	\$32.50	\$29
Mantis Falls (kickstarter)	DR-MFKS2021	\$32.50	\$29

Distant Rabbit may modify this list and its pricing as needed. A Vendor is in violation of the MAPP if a qualifying Distant Rabbit product is advertised (by specific media channels as described below) for less than the suggested retail price. A Vendor is also in violation if in advertising a qualifying Distant Rabbit product as a part of a bundle or group purchase (e.g. 3 games for \$60) or a generic sale (e.g. 25% off of everything), that product is effectively offered for less than the suggested retail price. Finally, a vendor is also in violation if they list Distant Rabbit products for sale on 3rd party websites such as amazon.com, walmart.com, and ebay.com.

**Media Channels:** This MAPP only applies to disseminated advertisements in print media (posters, flyers, mailers, magazines, etc.), television, radio, public signage and digital media (webstores, email newsletters, social media, apps, etc.). This MAPP does not apply to local advertisements displayed solely within a storefront, convention, expo booth or other physical event. This MAPP also does not apply to direct, individual, non-automated pricing inquiry responses by email, text, direct message, letters or phone. Vendors may make claims of price matching or "lowest price" so long as no price is explicitly advertised which violates the MAPP.

**3rd party sales:** Vendors who list Distant Rabbit products on 3rd party websites such as Ebay.com, Amazon.com, or Walmart.com shall also be considered out of compliance with this MAPP.

**Exceptions:** Distant Rabbit reserves the right to modify or suspend the MAPP retail price with advance notice to Vendors in order to permit prices lower than the MAPP retail price.

**Violations:** A Vendor found to be in violation of the MAPP will receive a notification and will be allowed 10 business days to remedy the advertisement. If the Vendor does not remedy the violation within 10 days, or if another non-consecutive violation occurs, the Vendor will receive a second notification and will be considered non-compliant. Non-compliant Vendors will have a "stop ship" order placed on their account until the advertisement is remedied. If a non-compliant Vendor does not remedy the advertisement within 15 days of the second notification, or if another non-consecutive infraction occurs, a third notification will be sent in which Distant Rabbit will again place a "stop ship" order on the Vendor's account and may also choose to terminate their relationship with said Vendor. Any violation by a member of a chain or franchise will be considered a violation by all member locations of that chain or franchise.

**Jurisdiction:** This policy only applies to Vendors selling within the United States of America and will not apply in any jurisdiction in which such MAP policies violate the law. Any part of this policy that violates the law will apply to sales within said jurisdiction, however all provisions will still be in effect.

**Contact:** All questions related to this MAPP should be directed to Juli at info@distantrabbitgames.com