

**Hachette BG**  
**BRAND PROTECTION POLICY AND GUIDELINES**

Hachette Boardgames USA (“**Hachette BG**”) has unilaterally adopted this Minimum Advertised Pricing (“**MAP**”) policy effective January 28, 2019, applicable to its customers’ advertising of certain Hachette BG’s products. Hachette BG believes that by unilaterally imposing restrictions on the minimum prices advertised by our distribution and retail partners, we can reduce counterfeiting and enhance our customer’s perceived value of the Hachette BG brand, and that serves the best interests of our consumers, retailers, and distributors.

**1. NO RESTRICTION ON PRICING.** This MAP Policy does not in any way restrict our customers’ selling price. Our Customers may sell any or all Hachette BG’s products, including the MAP products, at any price they choose.

**2. MAP POLICY.** Hachette BG resellers may not advertise or otherwise promote Hachette BG’s products at a net Advertised Price lower than the MSRP set forth on the Hachette BG Price List (“MSRP”). For the purposes of this Policy, “net Advertised Price” means the stated Advertised Price reduced by the value of any associated discount, coupon, frequent buyer points, allowance, 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. A reseller violates this MAP policy if it advertises or otherwise promotes Hachette BG’s products below the MAPP Price or resells MAP products to sellers whose Advertised Prices do not comply with this MAP policy. Hachette BG reserves the right to exercise all Remedies set forth in Section 6 (Remedies) below against the Hachette BG authorized distributor or reseller whose Advertised Prices do not comply with this MAP policy.

**3. DEFINITION “ADVERTISED PRICE”.** This MAP Policy is applicable to all “Advertised Prices” for the MAP Products. An “Advertised Price” is defined as the Price for a product shown on the Internet in response to a web browser search or on a customer home page, content on a webpage within the customer’s site or domain, or, if the customer is conducting e-commerce through a third-party site or domain, content on the third-party sites or domains. “Advertised Price” includes prices listed in broadcast e-mails or placement of ads on any other internet sites, including destination pages and third-party sites, shopping sites and auction sites, including banner advertisements. The price shown in printed advertising materials including catalogs, ads, flyers, rotos, posters, coupons, mailers, inserts, newspapers, magazines, mail order, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Website features such as an automatic price display for any items prior to being placed in a customer’s shopping bag, Click-for-Price, automated bounce-back pricing emails, pre-formatted email responses, and other similar features are communications initiated by the reseller (rather than by the customer) and constitute an Advertised Price under this MAP policy. An “Advertised Price” **does include** the price a customer receives in response for a “Call for Price,” “E-mail a price,” or “See checkout for price” feature on a website, or the prices shown on in-store displays or on products in the store.

**4. BUNDLING.** Where Hachette BG’s products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Hachette BG) 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 MAP price of the Hachette BG’s product(s) or (b) violates the letter or spirit of the MAP policy.

**5. REMEDIES.** Hachette BG reserves the right to take such action as it deems necessary and reasonable to assure compliance with this policy. Any violation of this agreement may result in termination of your right to purchase Hachette BG’s products, suspension of payment terms, acceleration of payment obligations, elimination of discounts, and/or exclusion of participation in all special programs until further notice.

**6. CONSTRUCTION.** No policy can cover every possible scenario or situation that might arise. Accordingly, it shall be applied by Hachette BG in its sole reasonable discretion to address actions designed to thwart the spirit that may not absolutely violate the ambit of its language. For example, a customer could create a ploy by soliciting “group sales” at a discounted price to advertise a price outside of the MAP policy. This would be interpreted by Hachette BG as a MAP policy violation and subject the customer to appropriate remedies.

**7. NO NEGOTIATION.** Hachette BG has adopted this MAP policy unilaterally and neither seeks nor accepts any input, confirmation, or assurance of compliance by its customers with this MAP policy. MAP will not discuss or negotiate any of the terms of this Policy. Nothing in this policy shall constitute an agreement between Hachette BG and any of its customers that the customer will comply with this MAP Policy. All matters of the interpretation and application of the terms of this Policy shall remain within the sole, unilateral authority of Hachette BG. Direct questions regarding this policy to [sales@hachettegames.com](mailto:sales@hachettegames.com)

**8. POLICY UPDATES & PRICE LIST.** Hachette BG reserves the right to amend, suspend, or modify, the terms of this MAP policy at any time in its sole discretion. The most recent version of this MAPP policy is available at <https://www.hachetteboardgamesretailers.com>