

## **ASMODEE NORTH AMERICA MASS MARKET RETAILER POLICY**

This Mass Market Retailer Policy is a unilateral statement of Asmodee North America's preferences concerning the mass market retailers that Asmodee North America, Inc. ("ANA") chooses to distribute the products to. It is not the intent or purpose of this policy to restrict, coerce, force, or reach agreement with any retailer to charge a particular price for any ANA Product, nor to override any conflicting terms of an agreement validly signed between ANA and a mass market retailer.

### **1.0 Definitions**

ANA Product: Any product currently being sold by ANA as part of its active product listing.

End-User: An individual customer who purchases a product from retailer and for which that product is, to the best of retailer's knowledge, intended for that customer's consumption, and not for resale.

MAP: The minimum advertised price of each ANA Product is equal to the ANA Product's MSRP, less a specified percentage. ANA communicates the MAP for each individual ANA Product on its website and by various other communications to its customers.

MSRP: Manufacturer's suggested retail price. ANA communicates the MSRP for each individual ANA Product on its websites, catalogs, and by various other communications to its customers.

Release Date: The date specified by ANA, with a starting time of midnight on the specified date, by which the related ANA Product may be sold to the public.

### **2.0 Minimum Advertised Price**

Do not advertise the price of a product purchased ANA Product to be below that ANA Product's MAP.

Do not represent the MSRP of an ANA Product to be anything other than the MSRP communicated by ANA for that given ANA Product.

Do not bundle, package or advertise any ANA Products for sale together with discounted non-ANA products.

Do not bundle, package or advertise multiple ANA Products at an advertised total price lower than the aggregated MAP for each ANA Product included in the bundle.

i) The MAP of ANA Products applies only to the advertised price and does not apply to actual point-of-sale (in-store or checkout) price, which is at the retailer's sole discretion.

ii) Advertised prices include prices in respect to ANA Products published by or on behalf of the retailer, 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. This includes any price visible on the internet prior to an ANA Product being placed in an End-User's virtual shopping cart or similar feature, including, but not limited to prices visible via auction sites, electronic bulletin boards, browsers, portals, pop-ups, tweets, posts, and other method of publication, even if through links or another website. Do not include statements such as "click here for best price" or "click here to see pricing", or use automated bounce-back pricing emails, forms, and automatic price display for ANA Products prior to such products being placed in an End-User's virtual shopping cart or similar feature.

iii) ANA will consider retailer's actual advertised price to be the price at which an ANA Product is offered by or on behalf of retailer to an End-User (potential or actual) after applying all discounts, rebates, allowances, coupons, and similar price reductions advertised by or on behalf of retailer in connection with the ANA Product, excluding certain taxes and shipment charges paid by the customer.

iv) ANA may, at its sole discretion, on its website provide a list of ANA Products that are excepted from the section of this policy.

v) This section does not apply to labels or stickers displaying the actual pricing to End-Users when adhered onto physical ANA Product to be sold in person by the retailer to End-Users. However, do not publish or otherwise disseminate scans, photographs, or other visual reproductions of such physical labels or stickers.

vi) This section does not apply to actual prices of ANA Product communicated by the retailer directly to an individual End-User in person, by telephone, by individual email response, or the display of the price in an End-User's virtual shopping cart.

### **3.0 Release Dates**

Do not sell any ANA Product that has a Release Date prior to the date communicated by ANA as the product's Release Date.

### **4.0 Intellectual Property**

Only use pre-approved ANA Product and branding images made available by ANA for retailer use in advertising of ANA Product. All trademarks, copyrights, patents, or other intellectual property in the ANA Products (hereafter "IP") are owned by ANA, its affiliates, partners, or licensors. Nothing in this section, nor any activity or performance by Retailer using the IP in any other manner, will be construed to grant any right in the IP to Retailer.