YETI Coolers, LLC (“YETI”) recognizes the value to end users of retailers providing the services of stocking, promoting, and supporting YETI products. YETI desires to promote such services with advertising that focuses on high quality, superior performance, unique features, customer service, and similar attributes that convey the superior brand image associated with YETI and its products. In YETI’s opinion, advertising or promoting discounts erodes the perception of YETI products and the YETI brand in the view of end users, and also reduces the incentives of retailers to support and sell YETI products.

Effective as of February 1, 2017, YETI has adopted the updated policy on brand image and advertised prices described below (“MAP Policy”) to promote advertising that best supports YETI’s superior brand image. The MAP Policy is a unilateral policy of YETI and is not a part of or incorporated into any agreement that YETI has with any distributor, dealer, or retailer. YETI applies its MAP Policy to any distributor, dealer, or retailer who purchases and resells YETI products in the United States and its territories (“Dealer”).

Section 1: ADVERTISED PRICES

YETI’s MAP Policy provides that Dealers not advertise any YETI product at a price below the then-current minimum advertised price for the product in YETI’s current published Dealer price list or on YETIcoolers.com (“Minimum Advertised Price”). YETI, in its sole discretion, may adjust the Minimum Advertised Price at any time. A violation of the MAP Policy occurs at any time a Dealer advertises expressly or by implication a YETI product in Covered Advertisements (as defined below) or on any website at a price below the applicable Minimum Advertised Price. The MAP Policy covers advertising only and is not intended to and shall not be deemed to set or limit the prices at which Dealers resell YETI products, and Dealers shall have complete discretion to determine the prices they charge end users for YETI products.

“Covered Advertisements” means all forms of advertising for YETI products in any media, including without limitation: catalogs, newspapers, print ads, inserts in magazines, handbills, flyers, and other print publications; billboards, other outdoor ads, and signage inside a Dealer’s retail location if intended to be viewed from outside the location; and broadcast or direct ads via radio, television, websites, web pages, webcasts, social media sites, mobile apps, or other forms of electronic transmission, and including any other communication delivered to multiple recipients via mailers, email, facsimile transmission or otherwise distributed outside a Dealer’s retail location.

Any Covered Advertisement that expressly or by implication advertises a YETI product below its Minimum Advertised Price is considered a violation of the MAP Policy, including any reference to a YETI product being on sale, offered at a discount, or eligible for a promotion (or any comparable reference that implies a price below the Minimum Advertised Price), whether or not a specific price is displayed. Under this MAP Policy, a Dealer must exclude YETI products from Covered Advertisements advertising Dealer discounts, coupons, sale offers, or any other advertisements that promote a reduced price for Dealer’s products, by prominently stating that the YETI brand is excluded. The MAP Policy provides that a Dealer must not advertise in any Covered Advertisement that YETI products are included in any promotions, including (a) bundled product promotions, (b) other promotions that imply a price on a YETI product below the Minimum Advertised Price, or (c) promotions that include a gift or gift card with a purchase of any YETI product.

The MAP Policy provides that no promotion of any YETI product at a price below the Minimum Advertised Price may be run via a Dealer’s or its affiliates’ promotional or rebate sites or mobile apps. Notwithstanding this policy, Covered Advertisements that describe a loyalty program’s use of points or other accrued benefits earned under the program are not a MAP Policy violation in connection with a transaction involving YETI product; provided, however, that the retail price of the YETI product in the transaction (before applying any accrued benefit) is not below the Minimum Advertised Price, and that any accrued loyalty program benefit applied by the Dealer must have been available prior to, and not dependent upon, the YETI transaction. The MAP Policy further provides that any loyalty program advertisement that provides that a member can earn points or other program benefits at an increased rate on the purchase of YETI products, as compared to the purchase of other products offered as part of the loyalty program, is a violation of this MAP Policy.
Section 2: ADDITIONAL ONLINE ADVERTISING POLICIES

Resale of YETI products by a Dealer at any location or on any website without prior written approval of YETI pursuant to a separate agreement with Dealer is strictly prohibited. A Dealer is not allowed to advertise YETI products for sale, directly or via referral, on any third-party e-commerce websites, internet forums, discount websites, or online auction sites, including, but not limited to, eBay, Amazon, Etsy, Craigslist, etc.

If a Dealer is authorized by YETI to sell online on a specified website pursuant to a separate agreement, additional MAP Policy provisions apply to Dealer’s online advertising activity. A Dealer will violate the MAP Policy any time the Dealer (a) keywords or advertises a sale, discount, or promotion of any kind in connection with online YETI advertisements, or (b) uses any form of digital marketing to communicate a price for YETI products on a third-party website, mobile app, or other electronic media below the Minimum Advertised Price, including through the use of paid keyword campaigns, feeds to pricing aggregators, search engines, or advertisements of any kind displayed on such websites or other media (e.g., retargeting ads). However, advertising free or reduced cost shipping is not a violation of this MAP Policy as long as such advertising is not used to imply a price on YETI products below the Minimum Advertised Price.

Except as provided in the last sentence of this paragraph, YETI’s MAP Policy is that a Dealer shall not, at any time, bid through any paid search engine marketing or keyword campaigns (e.g., pay-per-click or product listing ads) available on any website, including without limitation any online marketplace site or social media site, on the following terms or on any variation or misspelling of such terms: YETI; YETI coolers; YETI Coolers; YETICooler; YETI Cooler; YETI.com; YETICoolers.com; www.YETI.com; or www.YETICoolers.com. A YETI Dealer may use and bid on a YETI brand, or a YETI brand plus a specific model reference, such as “YETI Roadie” or “YETI Roadie 20”, “YETI Tundra” or “YETI Tundra 45”, etc.; provided, however, that such actions are taken in connection with an offer to sell such products or on search engines dedicated to assisting consumers shop.

“YETI®” is a registered trademark of YETI. A Dealer may not use “YETI” or any other trademark, service mark, trade dress, trade name, logo, copyright, or other intellectual property right of YETI to solicit sales, except to the extent such use is in strict compliance with YETI’s General Terms and Conditions of Sale as may be revised from time to time by YETI in its sole discretion.

Section 3: ADVERTISING AND BRAND IMAGE

Dealers must not use, advertise or promote YETI products in an illegal or deceptive manner, as such actions would have a negative impact on the brand image of YETI and YETI’s products. YETI may respond to violations of any of the foregoing as described in Section 4.

Section 4: YETI’S RESPONSE TO MAP POLICY VIOLATIONS

If YETI determines in its sole discretion that a Dealer has violated a provision of this MAP Policy and so notifies the Dealer, then in addition to requesting that the violation be remedied in a timely manner, YETI may immediately and without notice (a) reduce Dealer’s allocation of YETI products; (b) refuse to accept orders from Dealer on new or limited edition YETI products for a period of time; (c) deny Dealer’s access to custom YETI products; and/or (d) require that Dealer forfeit any marketing, merchandising or other advertising benefit generally made available to YETI Dealers. In addition to these responses, YETI may terminate any agreement with, or suspend or decline to make any further sales to, any Dealer who violates any terms of the MAP Policy, if YETI believes its relationship with Dealer may no longer be in the best interest of the YETI brand, subject to such advance notice as YETI may provide, in its sole discretion, on a case by case basis.
Section 5: GENERAL TERMS

YETI is not limited by the terms of the MAP Policy and has the right to exercise its own judgment in determining the Dealers with which YETI will do business, subject to the terms of any agreement with a Dealer.

Notwithstanding anything to the contrary contained herein, the MAP Policy is a unilateral policy of YETI and is not a contract or agreement with or by any Dealer. YETI, in its sole discretion, is responsible for interpreting and enforcing the MAP Policy and may modify, suspend, or terminate the MAP Policy at any time. In the future YETI may also, in its sole discretion, announce MAP “Holidays,” which refer to a period of time during which the MAP Policy will be temporarily modified by YETI in a defined manner.

Dealers should email questions regarding the MAP Policy to brandprotection@yeti.com, which is overseen by YETI’s Vice President of Sales and supported by YETI’s Brand Protection team. All interpretations and representations in respect of YETI’s MAP Policy shall be made by YETI’s CEO, Vice President of Sales, or General Counsel. No other representative of YETI is authorized to make any representations or interpretations in respect of the MAP Policy, and any such attempted representation or interpretation is unauthorized and invalid.

The MAP Policy applies to Dealers only in the United States and its territories, and the terms of the MAP Policy do not apply to the extent any state or United States territory by statute or other applicable law expressly prohibits policies on minimum advertised prices.

The MAP Policy is confidential and Dealers should not disclose the MAP Policy or communications on the MAP Policy to any other person or entity.