



1340 Specialty Drive, Suite I  
Vista, CA 92081



T/F 888-551-1250  
support@bloomingbath.com

[BloomingBath.com](http://BloomingBath.com)

## **Minimum Advertised Price Policy (MAP)**

Effective July 1, 2012

Upanaway, the parent and sole owner of Blooming Bath, has determined that its interests are best served through the adoption of a minimum advertised price ("MAP") policy for all of its brands, including but not limited to Blooming Bath. This MAP policy is designed to (1) protect reseller margins so that desirable promotion and positioning can be afforded (2) support the Upanaway brand as a premium offering with long-term value; and (3) avoid destructive intra-brand channel conflict.

**This policy has been unilaterally adopted by Upanaway and will be uniformly enforced.**

### **Policy Coverage**

This MAP policy covers all Upanaway resellers located in the United States. Although resellers remain free to establish their own resale prices, Upanaway will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable Upanaway products at prices below those specified herein. Upanaway will not discuss any conditions of exception related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Upanaway neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Upanaway shall constitute an agreement between Upanaway and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by Upanaway from time to time.

### **Minimum Advertised Price**

The current listing of products and applicable MAP prices are published on Upanaway's website on the MAP policy page. The products and MAP may be changed from time to time at Upanaway's sole discretion. Upanaway resellers are responsible for remaining current with MAP policy, products and pricing.

Upanaway products not specifically identified in this policy are not subject to the MAP policy. Each advertisement below the MAP will be a violation of the policy.

The MAP policy applies to all advertisements of specific Upanaway products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage.



Upanaway prohibits the use of indirectly advertising a price lower than the MAP price through tactics like "click to see pricing" or "call for pricing" on webpages or in advertisements.

Upanaway prohibits the use of any Upanaway products' name, images and/or likeness in advertisements associated with a storewide coupon as this would represent an advertisement that this item is below MAP.

Advertising through any third party auction site such as eBay with a starting bid price or buy it now price less than MAP is strictly prohibited.

### **Policy Violations**

In the event a reseller chooses not to follow the Upanaway MAP policy, sanctions will be unilaterally imposed by Upanaway.

Violations of MAP policy shall be determined by Upanaway in its sole discretion. Upanaway will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy. In addition to the above, failure to adhere to the MAP policy will be a factor taken into consideration in the determination of the acceptance of reseller's annual application for participation in the Upanaway Medallion program.

### **Policy Modifications**

Upanaway reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the Upanaway website at <http://www.bloomingbath.com/map-policy.html>.

### **Unilateral Action**

Upanaway is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

### **Contact Information**

Upanaway SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY.

All questions or comments regarding this MAP policy are to be directed to the policy administrator at [mapadministrator@Upanaway.com](mailto:mapadministrator@Upanaway.com). The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.