

UNITED STATES MINIMUM ADVERTISED PRICE POLICY FREQUENTLY ASKED QUESTIONS



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Q1. What is a Minimum Advertised Price (“MAP”) Policy?

A1. A MAP Policy is a policy that is implemented unilaterally and states how authorized resellers can advertise SuperSprings products in the United States. The MAP Policy governs advertised price, not resale price. All resellers remain free to set the ultimate resale price as they wish. Please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com regarding any further questions.

Q2. Why is SuperSprings implementing a MAP Policy?

A2. SuperSprings is implementing the MAP Policy to protect the long-term strength and integrity of its brand, and its customers’ investment in SuperSprings and its products, by encouraging resellers to engage in advertising that best conveys to customers the value of SuperSprings products. If there is a question regarding specific terms covered by the MAP Policy, please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com.

Q3. When is this MAP Policy effective?

A3. The MAP Policy is effective as of August 1, 2019 and supersedes all prior SuperSprings policies regarding MAP applicable to resellers. If there is a question regarding specific terms covered by the MAP Policy, please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com.

Q4. What advertising is covered by the MAP Policy?

A4. The MAP Policy applies to all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media. Pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under the MAP Policy. The “final online checkout stage” is the stage when a product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com with any specific questions regarding advertising covered by the MAP Policy.

Q5. Can I advertise special pricing or promotions strictly in my brick-and-mortar store for SuperSprings products that may be below MAP?

A5. Yes. Advertisements for MAP purposes do not include pricing and promotional information displayed solely on premise or via in-store materials that are not distributed to customers. Please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com with any specific questions regarding advertising covered by the MAP Policy.

Q6. Can I advertise for a free or discounted product with the purchase of a SuperSprings product?

A6. It depends – if the bundling or inclusion of a free or discounted product (whether made by SuperSprings or another manufacturer) with a SuperSprings product reduces the advertised price of the bundled products below the MAP of the products in the bundle, it is a violation of the MAP Policy. In other words, it is a violation of the MAP Policy if the retail value of the free product reduces the advertised price of the SuperSprings product below the MAP. If there is a specific question regarding advertisements covered by the MAP Policy, please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com.

Q7. Can I advertise SuperSprings products for more than the MAP?

A7. Yes. The MAP Policy does not establish maximum advertised pricing. Resellers can advertise for any price they wish that is above the MAP without violating the MAP Policy. If there is a specific question regarding advertisements covered by the MAP Policy, please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com.

Q8. What if I don’t list an advertised price and instead ask customers to call to find out the pricing?

A8. Direct or indirect attempts to circumvent the MAP Policy violate the Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response. Please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com regarding any further questions.

Q9. Are there any restrictions on advertisements stating a percentage off of a particular product or products?

A9. Stating a percentage off a product or a group of products is permissible provided that when the discount is applied, the advertised price will not be below the MAP. Please contact SuperSprings’ designated MAP Policy Administrator at brand.protection@supersprings.com regarding any further questions.

Q10. What are the consequences if I violate the MAP Policy?

A10. If it comes to SuperSprings' attention that a reseller is advertising one or more products in violation of the MAP Policy, SuperSprings will take the actions outlined in the MAP Policy. While it is the reseller's choice to follow the MAP Policy, SuperSprings reserves the right to take action in accordance with the MAP Policy if the reseller does not comply. The MAP Policy is non-negotiable.

For the first violation of the MAP Policy, SuperSprings will notify the reseller in writing of the violation.

For the second violation of the MAP Policy, SuperSprings will notify the reseller in writing of the violation and will immediately revoke the reseller's "authorized" status for thirty (30) days. SuperSprings will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from the reseller during this 30-day period.

For the third violation of the MAP Policy, SuperSprings will revoke the reseller's "authorized" status, and if the reseller purchases directly from SuperSprings, terminate its business relationship with the reseller. SuperSprings will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

Q11. I've noticed reseller(s) violating MAP, should I report the violation(s)?

A11. SuperSprings handles enforcement decisions internally and cannot discuss complaints about another reseller's pricing or conduct.

Q12. Can I sell SuperSprings products at any price that I want?

A12. Resellers may sell products at any price as they wish. The MAP Policy only covers advertisements of SuperSprings products.

Q13. Can I get an exception to the MAP Policy for a certain period of time, like the holiday season or to clear out older inventory?

A13. SuperSprings does not grant exceptions to the MAP Policy for any reseller but may, in its sole discretion, temporarily suspend or modify the MAP Policy from time to time to allow for lower advertised pricing by all resellers. SuperSprings will notify all resellers before any such period goes into effect.

Q14. Who do I notify that I received the MAP Policy and that I agree to follow it?

A14. SuperSprings' MAP Policy is unilateral and SuperSprings does not want (and won't accept) any assurances that any reseller will comply with the Policy. Each reseller must independently decide whether to comply with the MAP Policy.

Q15. Who can I talk to regarding the violation letter I received so that I can convey that I will stop the violations if the consequence outlined in the violation letter is not taken?

A15. SuperSprings' MAP Policy enforcement decisions are final and not negotiable. Please contact SuperSprings' designated MAP Policy Administrator at brand.protection@supersprings.com regarding questions pertaining to the violation letter you received.

Q16. Does the MAP Policy apply to all SuperSprings products?

A16. No. The MAP Policy only applies to the SuperSprings products listed on the SuperSprings MAP Schedule. The SuperSprings MAP Schedule will be made available to all resellers and may be amended by SuperSprings in its sole discretion at any time. The SuperSprings MAP Schedule is available at www.supersprings.com/learn-more/resources (password: 93013). Resellers are expected to regularly review the MAP Schedule for updates. Please contact SuperSprings' designated MAP Policy Administrator at brand.protection@supersprings.com with any questions regarding the products covered by the MAP Policy.