

## DORFMAN PACIFIC MAP POLICY

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### **Introduction**

As the consumer economy and reseller marketplaces continually evolve, we constantly seek to maintain strong pricing integrity of our designer hat brands. We do this primarily to ensure the fairness among our reseller partners that we value immensely.

Please note that the following MAP & RCP policies apply to any and all Dorfman wholly owned brands (including those sold under licensing agreements): Scala, Stetson, DPC, Tommy Bahama, Woolrich, Callanan, Stacy Adams, Indiana Jones, Santana, Mossy Oak, Cappelli Straworld, Aegean, and Brooklyn.

### **Section One - Minimum Advertised Price Policy ("MAP")**

#### *MAP - Policy Purpose*

We believe in building and maintaining a fair marketplace for all our approved resellers to operate in. Our strict MAP policy prevents margin compression amongst all our resellers in addition to preserving the quality of our brands.

#### *MAP - Policy Statement*

Dorfman, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

#### *MAP - General Guidelines*

- a. Dorfman firmly believes in maintaining a well regulated and fair marketplace for all its authorized resellers. Please see the MAP FAQ's for more information on the MAP policy and enforcement.
- b. The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.

### *MAP - Advertising Guidelines*

- a. The MAP policy applies to all advertisements of MAP products 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.
- b. The MAP policy does not apply to solely on-premise or in-store advertising that is not distributed to customers. However it does apply to all prices placed on your website if you sell via e-commerce.
- c. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute "advertising" under this MAP policy.
- d. It shall not be a violation of this MAP policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to MAP products, so long as no price is listed.
- e. This MAP policy also applies to any activity which Dorfman determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchases" and the like.
- f. It shall not be a violation of this MAP policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.
- g. From time to time, at our discretion, Dorfman may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Dorfman reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### *MAP - Policy Enforcement*

- a. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Dorfman will consider this to be a violation by the reseller.
- b. Dorfman reserves the right to cancel any pending orders, restrict future orders, or suspend resellers' account if Dorfman reasonably believes a reseller has violated the provisions of this policy; or intends to violate this policy.
- c. Dorfman's MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.
- d. The foregoing is a statement of Dorfman's unilateral policy and expresses the terms upon which we will deal with our customers. This policy may be modified by Dorfman from time to time. Dorfman does not seek, nor

will accept, any agreement or understanding with respect to the prices you may advertise or charge at any time.

- e. Dorfman reviews the advertised prices of resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Dorfman investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Dorfman MAP policy investigation is a violation of this MAP policy.
- f. The MAP policy will be administered by Dorfman without notice. Resellers, distributors, and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

#### *MAP - Pricing List*

a. The complete MAP pricing list can be requested by emailing [dpagreements@dorfman-pacific.com](mailto:dpagreements@dorfman-pacific.com). You can also find it online at [www.dorfman-pacific.com](http://www.dorfman-pacific.com).

#### *MAP - FAQs*

##### **Where is the MAP policy enforced?**

The MAP policy is enforceable worldwide.

##### **How often is the MAP product list updated?**

It is typically updated twice per year.

##### **Do coupons, gift cards, points, or other incentives, which are contingent on the purchase of a MAP product, violate this policy?**

The coupon, gift card, points or other incentives, cannot represent an effective price of greater than 15% off of the highest priced MAP product sold.

##### **What does the MAP policy apply to?**

This policy applies to all forms of reseller marketing that include products covered under this policy.

##### **Who reports MAP violations?**

Reports are primarily submitted by a 3rd party monitoring service but can also be brought to our attention by existing authorized resellers.

##### **What are some acceptable advertising language/terms that are compliant with the MAP policy?**

Resellers may advertise in general that the reseller has the "lowest prices," "will match or beat its competitor's prices" or any other similar phrases. Resellers may advertise in place of the price with language similar to, "Call for price" or "Add to cart to see price," etc. The suggested language above applies so long as the reseller does not include any advertised price (below the current MAP price) and otherwise complies with the policy.

**What are some examples of being compliant vs. non-compliant?**

Compliant is advertising at full MAP price or when a user takes action to see the advertised price (i.e. adding product to cart to see pricing).

Non-compliant is advertising below full MAP price with no user action (i.e. advertising below MAP without adding an item to the cart).