

## **GoPro US Minimum Advertised Price Policy Effective 10/26/15**

### **1. Introduction**

GoPro, Inc. is transforming the way consumers capture, manage, share and enjoy meaningful life experiences. We do this by enabling people to self-capture engaging, immersive photo and video content of themselves participating in their favorite activities. Our customers include some of the world's most active and passionate people. The quality and volume of their shared GoPro content, coupled with their enthusiasm for our brand, virally drives awareness and demand for our products.

What began as an idea to help athletes document themselves engaged in their sport has become a widely adopted solution for people to document themselves engaged in their interests, whatever they may be. From extreme to mainstream, professional to consumer, GoPro has enabled the world to capture and share its passions. And in doing so, the world, in turn, is helping GoPro become one of the most exciting and aspirational companies of our time.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, GoPro has unilaterally established this Minimum Advertised Price ("MAP") Policy.

### **2. Policy Statement**

GoPro, 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.

### **3. General Guidelines**

- a. The products covered by this policy are listed in Section 5, ("MAP Products"). GoPro may in its sole discretion modify this list from time to time.
- b. GoPro recognizes that dealers are free to make their own decisions to advertise and sell any GoPro product at any price they choose, without consulting or advising GoPro. Similarly, GoPro will exercise its right to make its own decisions regarding the GoPro Authorized Reseller Program ("GARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

- c. 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.

#### 4. 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.
- c. Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and 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 dealer (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 GoPro Products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which GoPro 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, GoPro may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, GoPro reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
- h. From time to time GoPro may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:
  - i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;

- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "\*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

## 5. Bundling Guidelines

- a. "Bundling" or advertising GoPro products for sale together with other products will violate this MAP Policy when:
  - i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
  - ii. the product(s) bundled with MAP Products violate GoPro's Intellectual Property rights; or
  - iii. the product(s) bundled with MAP Products violate the GoPro Trademark and Brand Policy (<http://gopro.com/authorized-reseller-program/us/trademark-policy/>); or
  - iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
  - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
- b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
  - i. technically incompatible; or
  - ii. in the case of memory storage products, be of a speed or class that is likely to result in a degradation of quality or performance of the associated MAP Product(s) (<http://gopro.com/support/articles/how-to-identify-your-microsd-card-class-rating>); or
  - iii. in the case of non-memory storage products, create or encourage additional risk of damage, bodily injury, or death to the customer if used together.
- c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
  - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
  - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
- d. Rebate programs from GoPro, whether on MAP Products or GoPro's partners' products are exempt from this policy.

## 6. Policy Enforcement

- a. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then GoPro will consider this to be a violation by the dealer.
- b. GoPro reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if GoPro reasonably believes:
  - i. a dealer has violated the provisions of this policy; or
  - ii. a dealer intends to violate this policy.
- c. GoPro's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- d. Waivers to this MAP Policy may be granted in GoPro's sole discretion by the MAP Policy Administrator in writing. GoPro Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
- e. GoPro monitors the advertised prices of dealers, either directly or via the use of 3<sup>rd</sup> party agencies or tools. Dealers are expected to provide reasonable cooperation in any GoPro investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a GoPro MAP Policy investigation is a violation of this MAP Policy.
- f. The MAP Policy will be enforced by GoPro in its sole discretion and without notice. Dealers, distributors, 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. All questions related to this MAP Policy should be directed to: [MAP@GoPro.com](mailto:MAP@GoPro.com)

## 7. List of MAP Products

(Please See PDF Link)