

Square Peg Toys

Minimum Advertised Price Policy

Since 1997 Square Peg Toys (“SPT”) has been building a brand of high product quality and standard. SPT has established a minimum advertised price (“MAP”) policy to preserve its brand. The MAP policy is intended to assure that resellers of SPT products adhere to business practices that align with SPT’s brand recognition, where consumers purchase SPT products based on loyalty to the reseller and expectations of quality.

The advertisement of SPT products by a reseller of SPT products shall be in accordance with the following terms:

1. The MAP for SPT products shall be no less than the manufacturer’s suggested retail price (“MSRP”) as establish and published by SPT. The MSRP may from time to time be adjusted by SPT in its sole discretion. Resellers may advertise SPT products at a price in excess of the MSRP.
2. The MAP applies to all advertisements of SPT products in any public media format where SPT products or images and/or descriptions thereof are displayed or otherwise featured. This includes internet, television, radio, magazines, coupons, catalogs, posters, mailings or e-mailings, etc. The MAP does not apply to the price at which SPT products are sold (without advertisement) to a retail customer at the reseller’s store location.
3. Promotional advertisements that effectively lower the advertised price of an SPT product below the MAP are prohibited irrespective of whether or not a price lower than the MAP is displayed in the advertisement. This includes but is not limited to the bundling of SPT products with non-SPT products or coupons for such non-SPT products that are offered for free or at a discount. The MAP applies to the advertised price of a SPT product before promotional offerings.
4. A reseller of SPT products shall not advertise SPT products for resale on any internet store front, website or other public media format that is not directly owned and operated by the reseller.
5. A reseller of SPT products shall be responsible for compliance of this MAP policy among its supply chain associates, including his/her/its agents, subcontractors or secondary suppliers.
6. SPT reserves the right not to sell to any reseller who violation this MAP policy, or whose supply chain associates violate this policy; provided however that SPT shall have no obligation to enforce compliance of this policy and no waiver by SPT of any one violation shall operate as a waiver of any other violation or the same violation on a future occasion. Neither the failure nor any delay on the part of SPT in exercising any enforcement of this MAP policy shall operate as a waiver thereof, nor shall a single or partial enforcement thereof preclude any other or further enforcement action.
7. This MAP policy is established pursuant to and shall be governed by the laws of the state of Oregon and federal law. The state or federal court situated in Portland, Oregon shall have exclusive jurisdiction over all matters pertaining to or arising from this MAP policy. If any provision of this MAP policy is deemed to be illegal or otherwise void, invalid, or unenforceable, the provision shall be disregarded and the remainder of the MAP policy without that provision shall not be affected and shall remain in effect.