



USA Domestic Minimum Advertised Price Policy (MAP)

Introduction

For the past 26 years, Summer Infant has worked tirelessly to develop the safest and most innovative products that stand the test of time. Rest assured that Summer Infant has designed, developed, crafted and created each of its products – from the crib to the bathtub and everywhere in between –with integrity, ingenuity and safety in mind.

Summer Infant is proud of its role as a leading innovator of juvenile products. In pioneering this technology and providing mothers around the world with peace of mind, Summer Infant recognizes that its retailers, dealers and distributors invest time and resources to deliver an extraordinary experience for Summer Infant’s consumers through knowledgeable staff and compelling vendor presentation.

In an effort to (a) support Summer Infant’s resellers’ efforts and protect their investment, (b) to protect Summer Infant’s brand reputation, and to (c) discourage advertising and sales practices that promote Summer Infant products on the basis of price, Summer Infant is establishing this USA Domestic Minimum Advertised Price Policy which allows resellers to maintain the high level of satisfaction, customer service and support that Summer Infant consumers have come to expect from Summer Infant products, retailers, dealers and distributors.

Beginning immediately, Summer Infant, in its unilateral discretion, will not do business with any retailer, dealer or distributor if that reseller advertises any product covered by this MAP Policy below its MAP. Summer Infant is confident that this program will strengthen its competitiveness and benefit its resellers.

Official Policy and Guidelines

1. Summer Infant will assign a minimum advertised price (“MAP”) for all Summer Infant products covered by this USA Domestic MAP Policy (“MAP Products”). Advertising a MAP Product by resellers at a price lower than the MAP is a violation of this MAP Policy. From time to time, however, Summer Infant may permit resellers to advertise one or more MAP Products at a price lower than the MAP. In such circumstances, Summer Infant reserves the right to modify or suspend the MAP with respect to the affected product(s) for a specified period of time by providing advance notice to all resellers of such changes.

2. For purposes of this MAP Policy, the term “advertising” refers to any and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order



catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage.

3. In addition to this limitation on advertised pricing, this MAP Policy also applies to any activity which Summer Infant 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.

4. Summer Infant will maintain a list of products covered by this MAP Policy (the "MAP Product List"). Summer Infant reserves the right to update and modify the MAP Product List or discontinue publishing the MAP Product List at any time. The most updated version of the MAP Product List may be found at www.summerinfant.com/MAPpricelist .

5. For purposes of this MAP Policy, website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price displays for any items prior to being placed in a customer's shopping cart, and other similar features are violations of this MAP Policy.

6. Bundling or selling one or more MAP Products with or as part of a package that includes products not pre-approved by Summer Infant is a violation of this MAP Policy. In addition, if MAP Products are bundled with or sold as part of a package that includes other Summer Infant products or pre-approved products not manufactured by Summer Infant, selling or advertising the bundle or package at a price that (a) is lower than the total MAP of the MAP Product(s) included in the bundle or package or (b) otherwise violates the intent of this MAP Policy, is also a violation of this MAP Policy. Upon request, Summer Infant will provide a list of products not manufactured by Summer Infant which Summer Infant has approved for sale by resellers with MAP Products as a part of a bundle or package.

7. Other than in connection with a manufacturer's rebate from Summer Infant on Summer Infant products, it is also a violation of this MAP Policy to include in any advertising for MAP Products any additional discount, coupon, gift card or other incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP. Advertising that includes an additional discount, coupon, gift card, points or any other incentive for future purchases (regardless of whether the future purchase is of a Summer Infant product) shall be evaluated under the same guidelines as described in Section 6 regarding product bundling.

8. An advertisement by a reseller of MAP Products that it has "the lowest prices" or will match or beat its competitors' prices, or the use by such reseller of similar phrases is not a violation of this MAP Policy so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy. In addition, it is not a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, so long as no price lower than the MAP.

9. From time to time, Summer Infant may offer a direct manufacturer's rebate to end customers of MAP Products. Under such circumstances, a reseller's advertisement of the availability of the direct manufacturer's rebate is not a violation of this MAP Policy, provided that (a) the advertisement includes

a price which is compliant with this MAP Policy, (b) the amount of the direct manufacturer's rebate and the net price after manufacturer's rebate are all in the same type size and style; (c) an asterisk is placed next to the net price after the direct manufacturer's rebate; and (d) the words "After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

10. If a reseller with multiple store locations violates this MAP Policy at any particular store location, it shall be a violation with respect to all of the reseller's locations.

11. Nothing in this MAP Policy is intended or should be interpreted to limit or restrict the right of authorized resellers of Summer Infant products to make its own decisions to advertise and sell any Summer Infant product at any price it chooses without consulting or advising Summer Infant. Summer Infant similarly has the right to make its own independent decisions at any time regarding product allocations and reseller participation as a member of the Summer Infant Authorized Reseller Program.

12. Summer Infant sales personnel have no authority to modify or grant exceptions to this MAP Policy or to have any communications with any reseller regarding violations of this MAP Policy or any consumer program or promotion that affects any MAP Products. The responsibility for compliance with this MAP Policy is the reseller's alone and any representation by any Summer Infant personnel that any proposed advertisement by a reseller complies with this MAP Policy is specifically disclaimed.

13. Summer Infant reserves the right to cancel this MAP Policy at any time.

Policy Violations

In the event that Summer Infant notifies any reseller of a violation of this MAP Policy, Summer Infant will allow the reseller twenty-four (24) hours to be correct the violation. Upon any reseller's failure to correct a first violation of this MAP Policy, Summer Infant will not supply that reseller (or any distributor who sells to a dealer whose advertising of the MAP Product violates this MAP Policy) with any MAP Product involved in the violation for a period of fourteen (14) days. For a second violation, Summer Infant will not supply the MAP Product(s) for a period of thirty (30) days. For a third violation, Summer Infant will not supply the MAP Product(s) for a period of thirty (30) days. For any subsequent violation, Summer Infant will not supply the MAP Product(s) for a period of one (1) year.

Summer Infant also reserves the right to cancel all orders for which payment has not yet been received, and to refuse to accept any new orders, as a result of any violation of this MAP Policy, as determined by Summer Infant in its sole discretion.

Summer Infant reserves the right, in its unilateral discretion, to take any other action with respect to any violation of this MAP Policy.

Contact Information

All questions or comments regarding this USA Domestic MAP Policy are to be directed to the policy administrator at mapadministrator@summerinfant.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.

To report a violation of this MAP Policy, send all relevant information, including the MAP Product, the date of the violation and a sample of the violation to mapviolations@Summerinfant.com.

Summer Infant® Minimum Advertised Price (MAP) Policy				
MAP Model	Status	MAP Product Description	MAP Price	Effective Date
46573	New	Tru-Temp™ Bottle Warming System	59.99	2/1/2014
46943	New	Tru-Clean™ Sterilizer System	79.99	2/1/2014
28460	Existing	Best View® Choice Digital Video Monitor	\$179.99	10/15/2013
28710-21610-21620	Existing	Fuze™ Travel System with Prodigy® Infant Car Seat	\$449.99	10/15/2013
21290-21300 - 21673	Existing	Fuze™ Stroller	\$299.99	10/15/2013
28810	Existing	BabyTouch® Boost Digital Video Monitor	\$219.99	11/15/2013
28490	Existing	MultiView Digital Video Monitor Set	\$249.99	11/15/2013
21310 - 21650 - 21640 - 21660 - 21710 - 21700	Existing	3D Lite™ Convenience Stroller	\$79.99	10/15/2013
11450	Existing	Little Looster™	\$34.99	10/15/2013
29030	Existing	Sure Sight Digital Video Monitor	\$89.99	11/15/2013
29040	Existing	Clear Sight Digital Video Monitor	\$119.99	11/15/2013
28650	Existing	In View Digital Color Video Monitor	\$129.99	11/15/2013
29000	Existing	Wide View Digital Color Video Monitor	\$149.99	11/15/2013
28660	Existing	Baby Link WiFi Internet Viewing Camera	\$169.99	11/15/2013
28630	Existing	Baby Zoom WiFi Video Monitor & Internet Viewing System	\$259.99	11/15/2013
28980	Existing	Dual View Digital Video Monitor Set	\$279.99	11/15/2013
27260	Existing	Step to Secure™ Wood Walk-Thru Gate	\$89.99	11/15/2013
17090	Retail Change	Lancaster Crib with Simple Adjust™	\$349.99	2/1/2014
17170	Existing	Woodberry Crib with Simple Adjust™	\$379.99	2/1/2014
17100	Existing	Everest Crib with Simple Adjust™	\$399.99	2/1/2014
28910	Existing	Baby Wave Deluxe Digital Audio Monitor	\$49.99	7/1/2013
47370	Existing	Comfort Fit™ Body Pillow	\$59.99	7/1/2013
47350	Existing	Bliss™ Feeding Pillow	\$59.99	7/1/2013
21330-21370-21380	Existing	Prodigy® Infant Car Seat	\$219.99	7/1/2013
21340-21350-21360	Existing	Spectra™ Travel System with Prodigy® Infant Car Seat	\$379.99	7/1/2013
21430-21440-21450	Existing	Spectra™ Stroller	\$219.99	7/1/2013
91240	Retail Change	By Your Side™ Sleeper	\$39.99	12/20/2013
*Policy updated as of 12/20/13				