

Sony's Minimum Advertised Price (MAP) Program		
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Sony Minimum Advertised Price (MAP) Program Revised: December 1, 2019

Sony's Minimum Advertised Price ("MAP") Program, is designed to help Sony Retailers maintain the long term strength of Sony brand equity by insuring that they are able to engage in advertising that best conveys to consumers the value of Sony's products.

MAP

Overview

Sony shall from time to time announce products that are subject to this MAP Program.

Participation is Voluntary

Each Sony Retailer is free to determine independently how it wishes to conduct its business and whether it wishes to participate in this MAP Program. Sony has, however, decided that it will not ship products as set forth in the Violation Section below if any advertising by a Sony Retailer does not comply with this MAP Program.

MAP Products

Products included in this MAP Program are listed in Sony's Promotional Calendars. From time to time Sony shall designate products (either by category or specific model) to be included in or removed from this MAP Program (the "MAP Products").

Advertisements

This MAP Program will apply to all Advertisements (defined below) of MAP Products by a Sony Retailer, including, without limitation, in-store, out of home, print, mobile applications and online. Any Sony Retailer who advertises any Sony MAP Product at any price below MAP will be subject to the violation set forth below.

"Advertisements" is defined as any and all advertisements in all media. Advertisements permissible under this MAP Program must include the following elements:

- Photo of the MAP Product
- Model # of the MAP Product (or Sony Retailer SKU that is provided to Sony)
- Description of at least 3 of the key features (as set forth in Sony's Dealer Network)
- Sony Authorized Dealer logo placed in close proximity to MAP Product

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Advertising Online

This MAP Policy does not apply to any reduced price that shows in the Final Checkout stage and/or the on-line shopping cart to its consumers who have logged into their on-line account with a Sony Retailer, or guest check out. "Final Checkout stage" is defined as the section of the website that consumers use to pay for MAP products by their providing personal information or login, not accessible by price comparison search engines or spiders and which is encrypted for security purposes to limit fraud.

Unless indicated otherwise, at no time under this MAP program may a Sony Retailer make any statements or other indications on its website in connection with a MAP Product that indicate that a lower price may be found at the Final Checkout stage and/or Cart including, but not limited to, the following:

- "Click here for lower price"
- "See Price In Cart"
- "Add To Cart For Lower Price"
- "Check Cart For Lower Price"
- "Mouse over for Price"
- "Call for Lower Price" or "Call for Price"
- "Make us an offer" or "Tell us your price"
- "Strike thru" of price (unless the MAP compliant price is shown or one of the statements immediately stated below are made)
- "Mark thru" of price (unless the MAP compliant price is shown or one of the statements immediately stated below are made)

The following statements will not violate this MAP Policy:

- "Call for Availability"
- "Call to Order"
- "Call for Details"
- "To See Product Details, add to your cart"
- "Log in to cart for more details"

This MAP Policy further does not apply to the display of prices below MAP either online or by email by a Sony Retailer to its customers who have paid at least \$35 annually to be a member (or who from time to time are provided a free trial membership).

Voucher Type Promotions

Sony Retailers can participate in platforms like Groupon or Living Social using coupons/vouchers towards a purchase from the Sony Retailer's website. The promotion can only be a dollar value (i.e.,

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\$50 for \$100), good towards any future purchase and entered at Final Checkout. The offer cannot refer to any specific product.

Retailer-Funded Discounts

Each Sony Retailer unless set forth otherwise on a Sony Promotional Calendar may, in its sole discretion, advertise a permitted Retailer-Funded Discount including gift cards (usable only towards future purchases) so long as such discount combined with any other offer by the Sony Retailer does not exceed the percentage set forth in the Promotional Calendar for the MAP Product or MAP Product bundle advertised. Further, nothing herein is intended to preclude the use of a co-branded credit card that provide for an everyday discount on all purchases (i.e., Use your XX Card and get % off every day) as long as any advertisement for its co-branded credit card does not advertise a MAP product.

With respect to credit card offerings such as those that drive credit card membership (i.e., Receive a Branded Visa Card and get \$100 towards your initial purchase), any direct or indirect offer by a Sony Retailer which references a MAP Product or allows a consumer to instantly use the credit on a purchase of a MAP Product shall be deemed to violate MAP. Nothing herein is intended to preclude a general offer of a credit on a consumer's initial qualifying use of the credit card applied by the card issuer at the time of the initial monthly bill (i.e., \$100 credit applied to the initial monthly bill on any qualifying purchase).

To the extent that a Sony Retailer directly or indirectly offers a MAP Product as part of a rewards program (such as a reward for points earned as part of a credit card or premium incentive program), the value of the points advertised as being necessary to obtain the MAP Product must be valued so that they equal or exceed the MAP price of any MAP Product at the time of the advertisement (i.e., if a rewards point is valued at \$.01, a MAP Product with a MAP of \$499.99 the advertisement shall require the use of 49,999 points for redemption).

Global Offers

Notwithstanding anything herein to the contrary, Sony Retailers may at any time advertise Global Offers on Services, Financing, and Free Sales Tax Day(s) (as defined below) on MAP Products, unless prohibited on a Promotional Calendar for any specific Product Category, subject to the following limitations set forth below.

"Global Offer(s)" means an offer applicable to all brands specified in the chart below for any specific Product Category advertised by the Sony Retailer (i.e., Free Shipping on all DSCs) and not an offer specific to any particular brand (i.e., Free Shipping on Sony DSC).

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Product Category	Competitor Brands carried by a Sony Retailer must be included to qualify as "Global"									
Camcorder	Canon	Go Pro	JVC	Panasonic						
Digital Still/ALPHA/ILC	Canon	Fuji	Kodak	Nikon	Olympus	Panasonic				
TV	Epson	Hisense	LG	Panasonic	Samsung	Sharp	TCL	Toshiba	Vizio	
Projectors	Epson	JVC								
Home Audio	Bose	Denon	Integra	Klipsch	Marantz	Onkyo	Pioneer	Polk Audio	Samsung	Sonos
	Yamaha									
Home Video	Apple	Amazon	Google	LG	Magnavox	Panasonic	Roku	Samsung		
Portable Audio	Altec Lansing	Apple	Beats	Bose	Ion	Jabra	JBL	LG	Sennheiser	SkullCandy
	UE									
Car Audio	Alpine	JVC	Kenwood	Pioneer						

Unless set forth otherwise in any Promotional Calendar, a Sony Retailer may, as part of a Global Offer, provide Services, Financing, and Free Sales Tax Day(s) including but not limited to promoting the following as part of a Global Offer in connection with MAP Products:

- Free delivery/shipping
- Free Installation
- Free Financing
- Free Training
- Free Education Classes
- Green Glove Service
- White Glove Service
- Recycling
- Post-Sale Education and Support (i.e., Classroom or Web-based Customer Training)
- Digital Services
- Free Sales Tax Day

The Global Offers described above may be advertised on a cumulative basis. For example, a Sony Retailer may in connection with the advertisement of a Sony MAP Product advertise a Global Offer providing to all purchasers Free Shipping, Post Sale Education and another Global Offer as permitted above.

Independent of the Global Offers above and unless otherwise set forth in the applicable Promotional Calendar a Sony Retailer may advertise to any specific customer one of the following:

- A Sony Retailer Funded Discount of up to the percentage of the MAP price stated in each category specific Promotional Calendar on services, content, accessories and/or upgrades, all

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related to the applicable MAP Product excluding any extended warranty and/or extended service plans;

- A Sony Retailer Funded Discount of up to the percentage of the MAP price stated in each category specific Promotional Calendar to educational (college/university or higher students and faculty) Educational Program or B2B customers (B2B Sales);
- A Sony Retailer Funded Discount of up to the percentage of the MAP price stated in each category specific Promotional Calendar to employees of corporate, governmental, charitable or other entities who offer their employees an Employee Purchase Program

Education Sales

- Sony Retailers may advertise MAP Products to higher education students (college or higher) and faculty of domestic colleges and universities of the above referenced discount from the MAP Price.
- Sony Retailers may advertise a permitted educational discount on MAP Products only in the educational section of its website, whereby purchasers must demonstrate proof of attendance or employment for transactions occurring in their brick and mortar stores or requiring purchasers to represent they are a student or employee by way of a drop down menu.

B2B Sales

- Sony Retailers may advertise the above referenced discount on the sale of 2 or more MAP Products sold to the same business customer. Sony Retailers may not advertise any discount on MAP Products in a public forum and can only be visible on a private B2B website. In addition, an Employer Identification Number (EIN) will be required in order to identify the business end- user as a business.
- If a Sony Retailer wishes to advertise a Retailer Funded Discount greater than that shown in the Promotional Calendar to its B2B customer it shall notify the Sony Sales Representative or your Sony Authorized Distributor to allow Sony to determine whether it will consider the advertisement in violation of the MAP Program. Nothing herein precludes a Sony Retailer from independently determining whether it wishes to participate in the Sony MAP program. Additionally, any requests for Sony funding also requires the approval of the Sony Sales Representative or your Sony Authorized Distributor. Requests need to be in writing and sent to the Sony Sales Representative or your Sony Authorized Distributor.

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Employee Purchase Sales

- Notwithstanding anything set forth in this program, Sony Retailers may advertise the above referenced discount on MAP Products sold to employees of corporate, governmental, charitable or other entities who offer to their employees an employee purchase program (EPP). Sony Retailers must enter into a contractual agreement with the entity offering an EPP that allows employees of participating entities to purchase up to \$10,000 annually of Products only for their personal use and not for resale which will be tracked to ensure compliance. Employees purchasing products must demonstrate proof of identity and employment with a participating entity at the time of purchase at a Sony Retailer's store, via its call centers or on the EPP intranet website. An EPP program may be advertised on the participating entity's intranet page or employee benefit page but transactional pages must be only located on a closed password protected intranet site requiring a registration PIN in order to complete a purchase.

A Sony Retailer's advertisement of the following Global Offers will constitute a violation of the MAP Program:

- Store-wide Instant Rebate or Coupon offers with Sony MAP purchase greater than the permitted Retailer Funded Discount for the MAP Product(s)

Returns, Open Box and Demo Sales

Sony Retailers may sell and advertise MAP Products which have been returned, opened, refurbished or demoed at prices below the designated MAP Price only from their retail store(s) and if approved to transact online from their approved URL(s). Unless stated otherwise in a Promotional Calendar, Sony Retailers may only advertise and sell MAP Products which have been returned, opened, refurbished or demoed from a Sony Retailer's brick and mortar store and if approved to transact online from (1) its approve URL(s) and/or (2) from its eBay store. At no time may returned, opened, refurbished or demoed Products be advertised and/or sold on any marketplace including but not limited to the Amazon, eBay (other than its eBay store as described above), Walmart, Jet, Rakuten, New Egg , and Best Buy marketplaces.

Any sales of returned, opened, refurbished or demoed MAP Products shall be limited to no greater than 5% of the total quantity of that product sold to the Sony Retailer. Any sales by a Sony Retailer in excess of the 5% quantity will have been deemed to have violated MAP. Any advertisements of MAP returns, open box, refurbished or demoed products need to prominently state any of the following applicable statements:

- That the item is not in its original factory sealed packaging.

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- The reason a MAP Product is an open box item (i.e.: customer return, repaired by a service facility, showroom display model).
- List of any missing supplied accessories (i.e., remote; cables).
- Any physical abnormalities on the MAP Product (i.e., scratches, dents).
- The terms of the limited warranty accompany this MAP Product.

Monitoring and Reporting

Sony may engage in monitoring of advertised prices of MAP Products, either directly or via the use of third parties. Third parties retained by Sony may engage in monitoring of a Sony Retailer's advertisements and website advertising including but not limited to review of advertised prices.

In addition, Sony Retailers, may if they choose, submit to Sony reports of advertised prices it discovers in the marketplace that are different than the MAP Price. All information forwarded by Sony Retailers should only be sent on the attached form to the email address specified on the form. The form will be reviewed by authorized individuals but Sony will not acknowledge its receipt of or respond to any information it receives from Sony Retailers and shall independently act in its own interest in determining what if any action it may take with respect to the information it receives.

Penalty

Penalties for each category will be set forth in the applicable category Promotional Calendar located on the Roadmap Tab.

Sony will issue a warning to the Reseller for the initial violation. Subsequent violations will be set forth in the applicable category Promotional Calendar. Sony will withhold shipment to a Sony Retailer on an enterprise wide basis for any advertisements not in compliance with this MAP Program. Violations include, but are not limited to (1) any advertisements at a price lower than the MAP Price set forth in the Promotional Calendar and (2) any promotion not permitted by a MAP Program Promotional Calendar issued by Sony.

*Violations on the same series of products will reset if the account goes 90 days without any further violations on the same product series. Product Series herein refers to those listed in the Promotional Calendar

Violations will carry over into the new/replacement for the remaining days of the violation.

A Sony Retailer's advertisement of a MAP Product at a price cents below the stated MAP (rounded down no more than \$1 plus any applicable cents from the MAP price, to the i.e., MAP of \$1349.49 rounded down to \$1348.00) will not constitute a violation of this Program.

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Web Site Violations

If an Authorized Sony Retailer hosts a marketplace which includes listings not in compliance with this MAP Policy, the following will apply:

- If the listing reseller is an Authorized Sony Retailer, the listing reseller (and not the marketplace host) will be subject to the MAP penalties as set forth in this policy.
- If the listing reseller is not an Authorized Sony Retailer, Sony will determine the appropriate penalties to be imposed on the Sony Retailer that hosts the marketplace.

Violations

Following the Committee's determination that a violation has occurred, Sony will send notification of the violation (the "Notice") to the Sony Retailer via email. The Sony Retailer shall have three business days from receipt of the Notice (such third business day hereinafter referred to as the "Challenge Deadline") to challenge the Committee's determination pursuant to the process described in the Notice.

After the Challenge Deadline, Sony will not ship all backorders and pending orders for the affected MAP Product and/or Series if:

- no challenge is received prior to the Challenge Deadline,
- the challenge does not reflect the requirements stated in the Notice, or
- despite the challenge, the Committee determines that a violation has occurred

The Sony Retailer may cancel backorders and pending purchase orders during the Violation Period.

For any MAP Products that may have a MAP Allowance, the MAP Allowance is not part of the "price" and price protection will be calculated accordingly.

Other

Any questions of any nature regarding MAP should be forwarded only to the MAP email address at map@am.sony.com.

This Program may be terminated or modified by Sony at any time in its sole discretion. Sony reserves the right to change or discontinue the MAP Program at any time, and no Sony Retailer has any right to rely on the continued existence of the MAP Program or any effort by Sony to address violations.

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SONY

MAP Violation Report Form About the Violation

Sony Minimum Advertised Price Program

Violation Type: Internet ☐ Advertisement ☐

Other:

Link:

Advertising Vehicle and Date:

Product:

Model No.:

How was violation discovered?

Seller/Store Name and Location:

Please provide a complete description of the violation. Include details such as the URL (web address) or publication which any advertisement ran.

About You

Retailer:

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Other:

Your Name: _____ Company: _____

Phone: _____ Fax: _____

Email: _____

This form should only be sent to the following email address: map@am.sony.com