



**THE KONG COMPANY, LLC MINIMUM ADVERTISED PRICE POLICY**  
**Effective August 1, 2018**

The Kong Company, LLC (“KONG”) has determined that certain advertising practices undermine KONG’s trade reputation, brands, and premium image within the target consumer population and discourage KONG’s retailers and resellers from investing in the KONG product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the KONG brand, KONG has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all Authorized Resellers, as defined under KONG’s Authorized Reseller Policy, and all Authorized Retailers, as defined under KONG’s Authorized Retailer Policy, in the United States of America (collectively, “Sellers”).

The Policy applies to advertisements of the KONG products listed on the KONG Minimum Advertised Price Schedule (“Covered Products”). The KONG Minimum Advertised Price Schedule will be made available to all Sellers and may be amended by KONG in its sole discretion at any time. KONG is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to all Sellers. While Sellers remain free to advertise and sell all KONG Products at any price they deem appropriate, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP, except as specifically enumerated in the section on Permitted Advertising Practices.

**This Policy does not constitute an agreement between KONG and any other entity.** KONG neither solicits nor will it accept any assurance of compliance with this Policy from any Seller or other party. Each Seller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual Seller. This Policy applies only to advertised prices and does not affect the prices that a Seller may charge for KONG Products.

**POLICY COVERAGE**

This Policy applies to any practices that, whether directly or indirectly, advertise a price for a Covered Product below the MAP. Types of advertisements that could violate this Policy, unless expressly allowed under Permitted Advertising Practices, include but are not limited to the following:

- i. Offering coupons, discounts, Seller rebates, or other inducements that, when applied, promote a price lower than the MAP.
- ii. Bundling Covered Products with other Covered Products or other products or services (whether made by or provided by KONG or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Using strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements implying a below-MAP price for a Covered Product.
- iv. Permitting any third-party to alter the advertised price for any Covered Product.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Seller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.



Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Seller’s own website.

### **PERMITTED ADVERTISING PRACTICES**

Notwithstanding the prohibitions above, it is permissible under this Policy for Sellers to engage in the following advertising practices:

- i. Bundling Covered Products with other Covered Products or with other products or services (whether made by or provided by KONG or another entity), when the prospective customer will not be presented with pricing information for the bundle as part of the promotional offering. To illustrate, it would be permissible under this Policy for a Seller to offer a promotion to “buy two and get 40% off a third KONG product”; it would not be permissible for the Seller to offer a promotion to “buy two KONG products for \$20.”
- ii. Offering promotions in which customers may purchase a bundle that includes Covered Products in order to receive a gift card or similar store reward from the Seller for use on future purchases.
- iii. Advertising that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
- iv. Providing promotions or discounts applicable to substantially all products sold by a Seller through a storewide sale offered no more than once per year, provided such promotions are offered for one-time use over a period of no more than 7 days.
- v. Providing promotions or discounts applicable in connection with a new store opening, provided such promotions are offered for one-time use over a period of no more than 7 days. Storewide sales tied to store openings may be offered only at the new store location.
- vi. Offering promotions or discounts applicable to substantially all products sold by a Seller in connection with a reward program tied to the consumer’s use of a private label or store-branded credit or debit card.
- vii. Offering discounted promotional pricing through subscription services such as Auto Ship and Save, so long as the promotional offer provides for no more than 50% off the MAP for the initial purchase and no more than 15% off the MAP for subsequent recurring purchases.
- viii. Advertising free or reduced-price shipping, as long as such offer applies to all or almost all other products offered by a Seller in the same product category.
- ix. Offering discounted promotional pricing of up to 10% off the MAP for customers who order Covered Products online to be picked up at a brick-and-mortar store location, as long as such offer applies to substantially all products sold by a Seller.

From time to time, KONG may announce MAP holidays or promotions that are applicable to all Sellers, during which periods, a Seller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. KONG will notify all Sellers of any such authorized promotions, generally not fewer than 30 days in advance.



## **NON-COMPLIANCE**

KONG will take the following actions against any Seller that fails to comply with this Policy with respect to the advertisement of any Covered Product:

- i. For a Seller's first violation of the Policy, KONG will notify the Seller in writing of such failure.
- ii. For a Seller's second violation of the Policy during a 12-month period following the first violation, KONG will notify the Seller in writing of such failure and will immediately revoke the Seller's "authorized" status for thirty (30) days and, if the Seller purchases Covered Products directly from KONG, place the Seller's account on shipping hold for thirty (30) days. KONG will revoke its acceptance of any pending orders, cancel any pending shipments to the Seller, and not accept any new orders from the Seller during this 30-day period.
- iii. For a Seller's third violation of the Policy during a 12-month period following the first violation, KONG will, for a 12-month period, revoke the Seller's "authorized" status and, if the Seller purchases Covered Products directly from KONG, suspend its business relationship with the Seller. KONG will revoke its acceptance of any pending orders and cancel any pending shipments to the Seller.

A continuing violation of the MAP Policy will be deemed to constitute a subsequent violation if it continues for more than seven (7) days after the Seller receives notice of the violation.

The Policy will be enforced by KONG in its sole discretion and without notice. Sellers have no right to enforce the Policy.

## **POLICY ADMINISTRATION**

KONG may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. KONG shall make any such modifications available to all Sellers. If KONG changes the MAP on any Product, it will provide at least 14 days' notice to Sellers before such change takes effect.

No KONG employee or agent, including a Seller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any Seller, including that Seller's or any other Seller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to KONG's MAP Policy Administrator at [MAP@kongcompany.com](mailto:MAP@kongcompany.com). KONG will accept no other form of communication from Sellers regarding the Policy.

This Policy is effective as of the Effective Date set forth above and supersedes all prior KONG policies regarding minimum advertised prices or resale prices for KONG Products applicable to Sellers.



**KONG MAPP Item Prices Effective July 1, 2020**

*Indicates Update or New*

Item	Description	UPC Code (No Spaces)	MAP
PB1	Bounzer® Lg	035585034041	\$ 17.99
PB2	Bounzer® Md	035585034034	\$ 11.99
PBU1	Bounzer® Ultra Lg	035585476285	\$ 18.99
PBU2	Bounzer® Ultra Md	035585476278	\$ 11.99
PBUX	Bounzer® Ultra XL	035585476292	\$ 28.99
PBX	Bounzer® XL	035585034058	\$ 27.99
PBU2IPSM	Bounzer Ultra w/ Rope Md	035585494296	\$ 17.99
PFC13	CoreStrength Ball Lg	035585447056	\$ 8.99
PFC23	CoreStrength Ball Md	035585447049	\$ 6.99
PFC11	CoreStrength Bone Md/Lg	035585447018	\$ 11.99
PFC31	CoreStrength Bone Sm/Md	035585447001	\$ 7.99
PFC12	CoreStrength Bow Tie Md/Lg	035585447032	\$ 11.99
PFC32	CoreStrength Bow Tie Sm/Md	035585447025	\$ 7.99
PFP1	Flipz Lg	035585034379	\$ 14.99
PFP3	Flipz Sm	035585034386	\$ 10.99
PGY1	Gyro Lg	035585034171	\$ 15.99
PGY3	Gyro Sm	035585034188	\$ 11.99
TMB1	Jumbler Ball Assorted Lg/XL	035585034089	\$ 18.99
TMB2	Jumbler Ball Assorted Md/Lg	035585034096	\$ 13.99
TMB2T	Jumbler Ball Assorted Md/Lg	035585452005	\$ 13.99
CK1	KONG Aqua Lg	035585111155	\$ 15.99
CK2	KONG Aqua Md	035585111254	\$ 13.99
KB1	KONG Ball w/Hole Md/Lg	035585181127	\$ 12.99
KB2	KONG Ball w/Hole Sm	035585181226	\$ 8.99
KB21	KONG Ball w/Rope Sm	035585181202	\$ 10.99



BB1	KONG Biscuit Ball Lg	035585111179	\$ 18.99
BB3	KONG Biscuit Ball Sm	035585111377	\$ 10.99
T1	KONG Classic Lg	035585111117	\$ 12.99
T2	KONG Classic Md	035585111216	\$ 10.99
T3	KONG Classic Sm	035585111315	\$ 7.99
KXL	KONG Classic XL	035585111018	\$ 18.99
T4	KONG Classic XS	035585125008	\$ 7.49
KK	KONG Classic XXL	035585111414	\$ 24.99
DK1	KONG Dental Lg	035585121116	\$ 17.99
KD1	KONG Dental Stick Lg	035585121123	\$ 10.99
KD2	KONG Dental Stick Md	035585121222	\$ 9.99
KD3	KONG Dental Stick Sm	035585121321	\$ 5.99
DK2	KONG Dental w/Rope Md	035585121215	\$ 19.99
DK3	KONG Dental w/Rope Sm	035585121314	\$ 14.99
DXL	KONG Dental XL	035585121017	\$ 23.99
UB1	KONG Extreme Ball Md/Lg	035585181134	\$ 13.99
UB2	KONG Extreme Ball Sm	035585181141	\$ 9.99
EB12	KONG Extreme Ball w/Rope Lg	035585356426	\$ 13.99
EK1	KONG Extreme Dental Lg	035585356433	\$ 17.99
EK2	KONG Extreme Dental w/Rope Md	035585356419	\$ 19.99
UF3	KONG Extreme Flyer Lg	035585123189	\$ 14.99
10015	KONG Extreme Goodie Bone Lg	035585356006	\$ 16.99
10012	KONG Extreme Goodie Bone Md	611932100128	\$ 11.99
EGS1	KONG Extreme Goodie Ribbon Lg	035585356389	\$ 19.99
EGS2	KONG Extreme Goodie Ribbon Md	035585356396	\$ 14.99
K1	KONG Extreme Lg	035585111124	\$ 13.99
K2	KONG Extreme Md	035585111148	\$ 11.99
EMX	KONG Extreme Ring XL	035585356402	\$ 14.99



K3	KONG Extreme Sm	035585111605	\$ 8.49
KT11	KONG Extreme Tires Md/Lg	035585250007	\$ 14.99
KT21	KONG Extreme Tires Sm	035585250014	\$ 10.99
UXL	KONG Extreme XL	035585111025	\$ 19.99
UKK	KONG Extreme XXL	035585111421	\$ 25.99
KF3	KONG Flyer Lg	035585129082	\$ 10.99
KF15	KONG Flyer Sm	035585129174	\$ 10.99
10014	KONG Goodie Bone Lg	035585780702	\$ 14.99
10011	KONG Goodie Bone Md	611932100111	\$ 10.99
KB31	KONG Goodie Bone Sm	035585780108	\$ 7.99
KR1	KONG Goodie Bone w/Rope Md	035585780009	\$ 12.99
KB51	KONG Goodie Bone w/Rope XS	035585131405	\$ 5.99
KJ1	KONG Jump'N Jack Lg	035585127323	\$ 16.99
KJ2	KONG Jump'N Jack Md	035585127330	\$ 12.99
KJ3	KONG Jump'N Jack Sm	035585127354	\$ 9.99
KP22	KONG Puppy Activity Ball Md	035585131245	\$ 12.99
KP32	KONG Puppy Activity Ball Sm	035585131252	\$ 8.99
KPB1	KONG Puppy Ball w/Hole Md/Lg	035585356020	\$ 12.99
KPB2	KONG Puppy Ball w/Hole Sm	035585356037	\$ 7.99
KP27	KONG Puppy Binkie Md	035585131191	\$ 9.99
KP37	KONG Puppy Binkie Sm	035585131207	\$ 7.99
KP15	KONG Puppy Flyer Sm	035585131160	\$ 9.99
KP31	KONG Puppy Goodie Bone Sm	035585131283	\$ 6.99
KP51	KONG Puppy Goodie Bone w/Rope XS	035585131474	\$ 5.49
KP1	KONG Puppy Lg	035585131115	\$ 11.99
KP2	KONG Puppy Md	035585131214	\$ 9.99
KP3	KONG Puppy Sm	035585131313	\$ 6.99
KP13	KONG Puppy Teething Stick Lg	035585131085	\$ 10.99



KP23	KONG Puppy Teething Stick Md	035585131184	\$ 8.99
KP33	KONG Puppy Teething Stick Sm	035585131375	\$ 5.99
KPT11	KONG Puppy Tires Md/Lg	035585356044	\$ 14.99
KPT21	KONG Puppy Tires Sm	035585356051	\$ 10.99
KP4	KONG Puppy XS	035585131450	\$ 6.49
KM1	KONG Ring Md/Lg	035585356099	\$ 10.99
KM2	KONG Ring Sm/Md	035585356105	\$ 6.99
KMX	KONG Ring XL	035585356235	\$ 14.99
KN1	KONG Senior Lg	035585111438	\$ 11.99
KN2	KONG Senior Md	035585111490	\$ 9.99
KN3	KONG Senior Sm	035585111551	\$ 6.99
KS1	KONG Stuff-A-Ball Lg	035585141114	\$ 14.99
KS2	KONG Stuff-A-Ball Md	035585141213	\$ 12.99
KS3	KONG Stuff-A-Ball Sm	035585141312	\$ 10.99
KT1	KONG Tails Lg	035585112008	\$ 13.99
KT2	KONG Tails Md	035585112015	\$ 11.99
KG1	KONG Tug Md	035585129150	\$ 14.99
TGS1	KONG® Goodie Ribbon Lg	035585356242	\$ 19.99
TGS2	KONG® Goodie Ribbon Md	035585356259	\$ 14.99
TGS3	KONG® Goodie Ribbon Sm	035585356266	\$ 9.99
PF1	SafeStix Assorted Lg	035585249001	\$ 17.99
PF2	SafeStix Assorted Md	035585249018	\$ 12.99
PF3	SafeStix Assorted Sm	035585249025	\$ 9.99
PST21	Squeezz® Dental Ball Md	035585477077	\$ 8.99
PST22	Squeezz® Dental Bone Md	035585477084	\$ 7.99
PST23	Squeezz® Dental Stick Md	035585477091	\$ 9.99
PW1	Wobbler Lg	035585034003	\$ 19.99
PW2	Wobbler Sm	035585034010	\$ 14.99



WB1	Wubba Assorted Lg	035585800011	\$ 9.99
WB1T	Wubba Assorted Lg	035585800011	\$ 9.99
WB3	Wubba Assorted Sm	035585800028	\$ 6.99
WBX	Wubba Assorted XL	035585800004	\$ 15.99
WB3RT	Wubba Red Sm	035585262000	\$ 6.99