# Minimum Advertised Price (MAP) Policy Blueshift Nutrition

Effective Date: November 1, 2024

## 1. Purpose of Policy

Blueshift Nutrition is committed to maintaining a strong brand reputation, ensuring fair competition among our distribution channels, and preserving the value of our high-quality products. To this end, Blueshift has implemented this Minimum Advertised Price (MAP) Policy for all resellers, both authorized and unauthorized, to ensure consistent and fair pricing.

## 2. Scope of Policy

This MAP Policy applies to all retailers, resellers, and distributors, including both authorized and unauthorized sellers, who advertise and/or sell Blueshift products. Additionally, this policy applies to third-party online marketplaces, such as Amazon, eBay, Wamart.com, Target.com and others.

This policy covers all forms of advertising, including but not limited to online listings, print media, broadcast, email, and in-store displays. Website features such as "click for price," automated "bounce-back" pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart constitute "advertising" under this MAP Policy.

#### 3. Minimum Advertised Price

Blueshift Nutrition has established a minimum advertised price (MAP) for each of our products. Resellers are required to advertise Blueshift products at or above the minimum advertised price set forth by Blueshift. MAP applies to all forms of public advertising, whether online or offline.

**Note**: The MAP does not restrict the actual resale price, which resellers are free to set independently. However, all advertised prices must comply with the minimum advertised price guidelines.

# 4. Promotional Exceptions

Blueshift Nutrition may grant exceptions to this policy for authorized resellers under specific circumstances, such as limited-time promotions, clearances, or bundles, **only with prior written approval.** All other promotional discounts that bring advertised prices below the MAP are strictly prohibited.

## 5. Policy Violations and Penalties

To ensure compliance with this MAP Policy, Blueshift Nutrition will monitor advertised prices. Violations of the MAP Policy will result in the following penalties:

- **First Violation**: A written warning will be issued, notifying the seller of the violation and requesting immediate correction.
- **Second Violation**: Suspension of purchasing privileges for Blueshift products for a period of 60 days.
- Subsequent Violations and Serious Breaches: Termination of the seller's relationship
  with Blueshift Nutrition, and placement on a Do Not Sell list, prohibiting future purchasing
  or selling of Blueshift products.

## 6. Third-Party Platform Advertising Requirements

Blueshift Nutrition reserves the right to control the presence and pricing of our products on third-party marketplaces. The following guidelines apply:

- Only pre-approved, authorized sellers may list Blueshift products on third-party platforms.
- All marketplace listings must comply with the MAP. Blueshift reserves the right to request removal of any below-MAP listings directly from the platform and may pursue additional penalties for non-compliance.

# 7. Quarterly Price Updates

Blueshift Nutrition will review and, if necessary, update the MAP for its products quarterly. Authorized sellers will receive written notice of any price updates prior to their effective date. It is the responsibility of each reseller to ensure compliance with the current MAP.

# 8. Policy Administration

This MAP Policy is an independent initiative by Blueshift Nutrition and is not subject to negotiation. Blueshift Nutrition reserves the right to adjust or amend this policy at any time and will communicate any changes to authorized sellers in writing.

Any questions regarding this policy or requests for promotional exceptions should be directed to hello@blueshiftnutrition.com

**Acknowledgment of Compliance** By advertising or selling Blueshift products, sellers acknowledge their understanding of this MAP Policy and agree to adhere to its terms.