

Evie's Snacks – Minimum Advertised Price (MAP) Policy & Pricing

Effective Date: 12/1/25

Ackerley Balickie, LLC (dba “Evie’s Snacks”) is committed to offering premium, high-quality snack products and has invested substantially in developing its brand reputation. To preserve the value of its brand and ensure fair competition among all resellers, Evie’s Snacks has established this Minimum Advertised Price (MAP) Policy. This Policy applies to all resellers of Evie’s Snacks products within the United States, including online and brick-and-mortar sellers.

1. Definitions

1.1 “Advertising” means any public communication that solicits sales of Evie’s Snacks products, including but not limited to print, broadcast, catalog, or digital marketing-such as social media posts, email campaigns, banner ads, or online marketplace listings. Website features such as “click for price,” automated “bounce back” pricing emails, coupon codes, automatic pricing displays for items prior to being placed in a consumer’s cart, and similar features constitute “Advertising” under this policy.

1.2 “Advertised Price” means any specific product price displayed in Advertising.

1.3 “Reseller” refers to any distributor, retailer, dealer, or other entity authorized to sell Evie’s Snacks products.

1.4 “MAP Price” means the minimum advertised price for each Evie’s Snacks product as communicated in writing by Evie’s Snacks from time to time (see Exhibit A).

2. Effective Date and Scope

2.1 This Policy applies to all Advertising conducted on or after the Effective Date.

2.2 Evie’s Snacks may amend this Policy at any time by seven (7) days’ written notice to Resellers.

2.3 Evie’s Snacks may, at its sole discretion, issue written temporary promotional waivers for sales events at least seven (7) days in advance, specifying start and end dates for such events.

2.3 The MAP Policy governs advertised prices only-it does not dictate the actual selling price at which products are transacted. Resellers are free to independently determine the actual selling price for Evie’s Snacks.

3. Advertising and Online Listings

3.1 A Reseller's Advertised Price for any Evie's Snacks product may not be lower than the MAP Price.

3.2 Advertised discounts, coupons, or promotional bundles will be evaluated for compliance by calculating the effective advertised price after accounting for the value of free goods or discounts.

3.3 "Free gift" or "bundle" promotions may be permitted if the total advertised bundle value equals or exceeds the sum of individual MAP Prices.

3.4 Phrases such as "price too low to show" or "email for best price" are prohibited.

4. Internet and E-Commerce Standards

4.1 Once a product is placed in a customer's shopping cart, the displayed price is considered transactional and is excluded from this Policy.

4.2 Resellers are responsible for ensuring compliance with applicable laws and marketplace terms when selling Evie's Snacks products online.

5. Policy Violations

If Evie's Snacks determines whether a Reseller has advertised any Covered Product at a price below the MAP Price, or that a Reseller has sold any Covered Product to any other person or entity which has advertised at a price below the MAP Price, Evie's Snacks may take one or more of the following steps:

Step 1: The Reseller will be notified in writing of the violation with a Cease and Desist letter. The Reseller will have five calendar days to correct the violation and come into compliance with the MAP.

Step 2: If the Reseller fails to correct the violation within five calendar days from the date the written notice was provided, Evie's Snacks will immediately suspend sales to the Reseller of the item or items being advertised below the MAP Price. The suspension will last for a period of thirty calendar days.

Step 3: Following the end of the thirty day period referenced in Step 2 above, and provided that the Reseller did not otherwise violate the MAP during the thirty day suspension period, Evie's Snacks will reinstate the Reseller to full status. If the Reseller continues to be in violation of the MAP at the end of the thirty day suspension period, it will be considered a second violation.

Second violation: If a second violation of the MAP by the Reseller occurs in a twelve month period, the Reseller will be notified that if the violation is not corrected within twenty-four hours Evie's Snacks will immediately cease doing business with the Reseller.

6. Administration

This MAP Policy is a unilateral policy of Evie's Snacks. It is not an agreement or contract between Evie's Snacks and any Reseller and is not subject to acceptance, negotiation, or modification. Evie's Snacks will not seek or accept any assurance of compliance from resellers and will make all enforcement decisions at its sole discretion.

Exhibit A – MAP Prices

Product Name	Pack Size	Unit UPC	Case UPC	MAP Unit Price	MAP Bulk Price
Evie's Snacks Sweet & Salty Pecans	3 oz	850052040147	10850052040144	\$7.50	\$60.00
Evie's Snacks Brown Butter Rum Pecans	3 oz	850052040109	10850052040106	\$7.50	\$60.00
Evie's Snacks Cinnamon Churro Pecans	3 oz	850052040116	10850052040113	\$7.50	\$60.00
Evie's Snacks Banana Bread Pecans	3 oz	850052040130	10850052040137	\$7.50	\$60.00