



Wild Guess LLC Minimum Advertised Price (MAP) Policy

EFFECTIVE: February 26th, 2025 • LAST UPDATED: February 26th, 2025

By ordering from us you agree to these terms. We welcome sales by all retailers with brick and mortar locations. We do not permit the resale of our games through 3rd party websites such as Amazon, Walmart Marketplace, eBay, or Alibaba, etc.

You may sell games through your own directly owned store website, but through no other online channels. We ask that you observe the MAP Policy and list the MSRP as your online price.

We work diligently to maintain our MSRP and the value of our products out of respect to our brick and mortar partners. Any retailer found to be selling our games through a 3rd party site will no longer be permitted to purchase games for resale.

Stores shipping to Alaska or Hawaii, please contact us for a shipping quote for your order.

A. PURPOSE:

The purpose of this MAP Policy is to establish and maintain the value and integrity of Wild Guess LLC products in the market. This policy is designed to ensure fair competition among resellers and protect the brand image and reputation of Wild Guess LLC.

B. COVERED PRODUCTS & MINIMUM ADVERTISED PRICE:

This MAP Policy covers all card games and related products offered by Wild Guess LLC ("Covered Products") below. The Minimum Advertised Price (MAP) for all Covered Products follows the below table. Resellers are prohibited from advertising any Covered Product below this specified MAP. Wild Guess LLC may update this list from time to time. The Reseller responsible for reviewing the Wild Guess LLC MSRP Price List for any updates.

Title	UPC	MSRP
Wild Guess! – Original	00198168299722	\$9.99

C. THIRD PARTY SELLING IS PROHIBITED:

We work diligently to maintain our MSRP and the value of our products out of respect to our brick and mortar partners. Wild Guess LLC reserves the right to be the only authorized 3rd party eCommerce seller. This is done in an effort to protect the MSRP of the games, and prevent other sellers on Amazon, Walmart, or other sites to undercut our retail partners. Any retailer found to be selling our games through a 3rd party site will no longer be permitted to purchase games for resale.

D. ADVERTISING GUIDELINES

- Advertising (Media).** This MAP Policy applies to advertising in any and all media, including, without limitation, all digital media (such as websites, forums, email newsletters, email solicitations, internet advertising, social media, auction sites, reverse auction sites, "logged-in" customer areas, and any communication or display of a price accessible by a search engine, web crawler and/or specialized shopping

and pricing engines); flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, and other print media; television, radio, and other broadcast media; billboards and other signage visible by the public outside a retail store; and bag stuffers, point-of-sale signs, hang tags, shelf-talkers, and other in-store signage. Such website features as “Click for price,” automated “bounce-back” pricing emails, email responses (preformatted or otherwise) that provide information on products other than one that a consumer-initiated email asked about, automatic price display for any items prior to being placed in a consumer’s shopping cart, and other similar features are considered to be communications initiated by a Reseller rather than by a consumer, and this constitutes “advertising” under this Policy.

- b. **Advertising (Content).** Advertising a specific price below the MAP Price for a MAP Product is noncompliance with this Policy. For avoidance of doubt, the following advertising is considered noncompliance with this Policy:
- i. **Directing Consumer to Price Location.** Content that directs a consumer to a different location for price information (for example, “Click for price,” “move to shopping cart for price,” automated “bounce-back” pricing emails, preformatted email submission forms, automatic price display for any items prior to being placed in a consumer’s shopping cart, and other similar features) are considered to be advertising Prices below the MAP Price.
 - ii. **Strikethroughs and Nearby Listings.** Showing a strikethrough price (e.g., \$11.99) or showing a price lower than the MAP Price next to or near the featured MAP Product in any advertising will be viewed as noncompliance with this MAP Policy.
 - iii. **Coupons and Incentives.** Advertising a coupon, gift card, or other incentive that would translate into a price below the MAP Price is considered noncompliance with this MAP Policy (other than for coupons, incentives, or other promotions that Wild Guess LLC has funded or authorized).
 - iv. **Bundles and Packages.** Advertising bundles or packages of Wild Guess LLC MAP Products at a price lower than the combined MAP Price for the advertised products is considered noncompliance with this Policy. Advertising a bundle or package that includes both a Wild Guess LLC MAP Product and at least one other product that is not a Wild Guess LLC MAP product that otherwise conforms to this Policy will be considered compliant with this Policy.
 - v. **Clearance and Sell Through.** Advertising clearance or similar sales of Wild Guess LLC MAP products at a price lower than the MAP price without written preapproval by Wild Guess LLC would be considered noncompliance with this policy.
 - vi. **Policy Circumvention.** Any communication initiated by a Reseller that Wild Guess LLC determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy will be considered noncompliance.
- c. **Compliant Advertising.** The following advertising is not considered noncompliance with this Policy.
- i. **General Price Advertising.** General advertising that the Reseller has “the lowest prices” or will match or beat its competitors’ prices is not considered noncompliance with this Policy. Advertising such content specifically in connection with a Wild Guess LLC MAP Product, however, is considered noncompliance.
 - ii. **Loyalty Programs.** General advertising of a discount applicable to a consumer’s order where such discounts are provided under a Reseller’s general loyalty programs (e.g., frequent buyer programs, membership clubs, pallet programs, business-to-business volume discounts, or auto-ship or subscription programs) is not considered noncompliance with this policy.
 - iii. **General Store-wide Discounts.** Advertising store-wide sales or department-wide or category-wide sales for a department or category in which a Reseller carries a Wild Guess LLC MAP Product is not considered noncompliant with this Policy as long as the advertising does not show a below-MAP price point for a Wild Guess LLC MAP Product or show the pre-discount product price point of a Wild Guess LLC MAP Product in close proximity to the percentage-off discount.

- d. **Actual Selling Price.** This Policy applies to advertised prices only, and not to any Reseller's actual selling price. Each Reseller remains free to establish its own resale prices.
- e. **No Pre-Publication Advertising Review.** Wild Guess LLC will not review any proposed advertising of any Reseller. Each Reseller is responsible for determining whether to comply with this Policy and for reviewing its own advertising for compliance with this Policy. Trademark and brand standard compliance will be managed separately.
- f. **Multiple Locations.** Noncompliance by one location of a Reseller with multiple store locations will be considered noncompliance by all stores of that Reseller unless a Reseller can demonstrate to Wild Guess LLCs' sole satisfaction that the noncompliance was limited to a specific location.
- g. **No Agreement.** This document states a policy adopted by Wild Guess LLC and does not constitute an agreement with any Reseller. Wild Guess LLC is not seeking and will not accept agreement from any Reseller to comply with the Policy, and no officer, director, or employee of Wild Guess LLC is authorized to accept any such agreement. It is entirely within the discretion of each Reseller to comply or not comply with this Policy.
- h. **Antitrust Compliance.** Resellers are reminded that any communications or agreements between or among Resellers are subject to state and federal antitrust laws, and Resellers should not make private agreements with other Resellers regarding the contents of this Policy or their decisions as to compliance with this policy.

E. MAP HOLIDAYS

From time to time, Wild Guess LLC may permit advertising of Wild Guess LLC MAP Products at prices lower than the MAP Price. Wild Guess LLC reserves the right to modify or suspend the MAP Price with respect to the affected MAP Product(s) for a specified period of time and may provide advance notice to all the Resellers of such changes.

F. ENFORCEMENT

- a. **Administration and Enforcement.** Wild Guess LLC has sole responsibility for enforcement of this MAP Policy and will make all determinations concerning apparent noncompliance with this Policy. Wild Guess LLC will not negotiate terms of this Policy with any Reseller. Wild Guess LLC reserves the right, in its sole discretion (and with or without notice to Resellers) to update, modify, or suspend this Policy in whole or in part at any time. No Wild Guess LLC employee has the authority to modify this policy, grant exceptions, or discuss this policy or noncompliant advertising with any Reseller.
- b. **Consequences of Noncompliance.** A Reseller's noncompliance with this policy will result in such consequences as Wild Guess LLC may determine in its sole judgment. These consequences may include but are not limited to:
 - i. Loss of access to one or more Wild Guess LLC product lines
 - ii. Temporary suspension of a violator's reseller account
 - iii. Cancellation of pending orders, and suspension
 - iv. Termination of a violator's reseller account.

G. MODIFICATION OF MAP

Wild Guess LLC reserves the right to modify or amend this MAP Policy at its sole discretion. Notice of any changes will be provided to all authorized resellers.

H. QUESTIONS OR VIOLATIONS

For questions regarding this MAP Policy or to report a potential violation, please email don@wildguess.com.