

Czech Games Edition, Inc. | Internet Minimum Advertised Price Policy

Effective July 1, 2023, Czech Games Edition, Inc. (“CGE”) has adopted the following Internet Minimum Advertised Price (“IMAP”) Policy applicable to all Czech Games Edition, Inc. distributors, retailers, and resellers (collectively, “partners”) selling CGE products within the United States and Canada.

1. Covered Products:

This IMAP Policy applies to the CGE products with IMAP prices listed on the CGE Retailer Price List found at: <https://cge.as/RetailPrice>. The CGE IMAP Price List and IMAP prices cited therein are subject to change by CGE at any time at CGE’s sole discretion. This policy does not apply to discontinued, retired, used, damaged or distressed merchandise. CGE may also, from time to time, announce promotional periods during which the IMAP Policy will not apply with respect to all or some Covered Products.

2. Policy:

In a unilateral policy decision concerning the marketing of its products, CGE has determined that select CGE products should not be advertised on the internet at a price less than the IMAP price according to the CGE IMAP Price List. This IMAP Policy does not restrict our partners' actual sales price. Our partners remain free to sell CGE products at any price.

3. Definition of Advertising:

The IMAP Policy applies to all Internet advertisements of CGE products, including but not limited to online banners, coupons, emails, catalogs, sponsored links, websites operated by, affiliated with and/or linked to the partner’s website, social media sites, apps, or any other forms of electronic media accessible on the Internet. Internet auctions may not display or have reserved bid or other acceptable prices for CGE products below the IMAP price for such products.

This IMAP Policy does not apply to “non-internet advertisements,” or “price quotes,” as those terms are defined here:

- A “non-internet advertisement” is a partner-initiated media message and/or message aimed at the general public through a medium other than the internet like (i) print advertising (including, newspapers, magazines, inserts, coupons, brochures); (ii) broadcast advertising (including radio and television); (iii) direct advertising (including catalogs, newsletters, direct mail pieces, and flyers, whether mailed, hand delivered, or shipped in-box with product);
- A “price quote” is the price that a partner communicates to a particular customer who inquires about a product covered by this IMAP Policy, whether the inquiry or the quote was transmitted orally, by telephone, or by email.

It shall not be a violation of this IMAP Policy to advertise that a partner “has the lowest prices” or “will meet or beat any competitor’s price” or that a customer may “call for price” or “email for price,” or to use similar language, so long as a price advertised online is not less than the IMAP price, or if a price is not listed.

4. Policy Enforcement:

Violations of this IMAP Policy will be addressed as follows:

- First Violation: written warning with corrective action required within 5 business days of delivery of the warning.
- Second Violation: written warning with corrective action required within 2 business days of delivery of the warning, after which CGE may commence a stop ship order.

Effective as of the warning date, and continuing for at least 30 days, no new orders will be accepted from violating partner for the relevant IMAP product, and all pending orders will be delayed and may be cancelled at the sole discretion of CGE.

For ongoing violations, CGE reserves the right to take such action as it deems necessary and reasonable to assure compliance with this policy. Ongoing violations of this agreement may result in termination of a partner's right to purchase CGE product, suspension of payment terms, acceleration of payment obligations, or elimination of discounts.

5. Bundles:

Unless a Bundle offered by a partner (i) originates from CGE, or (ii) otherwise has been expressly approved in advance by CGE, a Bundle will violate the IMAP standards if, after applying the IMAP to the IMAP Products in the Bundle, the remaining value ascribed to the non-IMAP Products is less than the fair market value as determined by CGE. (For example, when a Bundle that consists of a board game and a custom wooden insert is offered for \$24.99, the IMAP of \$19.96 for the board game is subtracted from \$24.99, leaving \$5.03. If the fair market value of the insert is more than \$5.03, the IMAP standards have been violated.)

This policy is a unilateral statement of our intent and is not a contract or an offer to form a contract. This IMAP Policy is non-negotiable and does not constitute an agreement between CGE and any partner. CGE is not seeking, and will not accept, a response or any assurance of compliance from a partner. Any and all questions regarding this policy should be directed to CGE's Policy administrator at tony@czechgames.com. No other CGE personnel are authorized to discuss any aspect of this policy, or the application of this policy to any specific partner.