

Ridgecrest Herbals Minimum Advertised Price Policy (MAP)

Introduction

Ridgecrest Herbals blazes the trail to higher quality of life with unique, eclectic herbal formulas that help people do the things they love to do with fewer health limitations. Our formulas are used by the young and old, athletes, the ailing, and anyone seeking a healthier, more natural approach to health and its challenges. The quality, care, and results our customers receive has created a reputation of excellence for Ridgecrest Herbals that drives a consistently high demand for our products. In fact, our biggest challenge is continuing to meet that increasing demand.

What began as small over-the-counter herbal medicine and supplement manufacturer and distributor in 1985 has grown into the RidgeCrest Herbals that is known and loved today. With a drive to create eclectic remedies for natural, active, and healthy living, Ridgecrest Herbals has enabled our customers to improve their quality of life. And in turn, our customers are helping us to continue creating effective products.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, Ridgecrest Herbals has unilaterally established this Minimum Advertised Price ("MAP") Policy.

Policy Statement

Ridgecrest Herbals, Inc., in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

General Guidelines

1. The products covered by this policy are listed in Section 7, ("MAP Products"). Ridgecrest Herbals may in its sole discretion modify the list from time to time.
2. Ridgecrest Herbals recognizes that dealers are free to make their own decisions to advertise and sell any Ridgecrest Herbals product at any price they choose, without consulting or advising Ridgecrest Herbals. Similarly, Ridgecrest Herbals will exercise its right to make its own decisions regarding the Ridgecrest Herbals Authorized Reseller Program ("RHARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
4. Ridgecrest Herbals believes in maintaining a well regulated and fair marketplace for all its authorized resellers. Please send us questions or concerns at: summit@rcherbals.com.

Advertising Guidelines

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
3. Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to Ridgecrest Herbals Products, so long as no price is listed.
5. This MAP Policy also applies to any activity which Ridgecrest Herbals determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.
6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, Ridgecrest Herbals may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Ridgecrest Herbals reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
8. From time to time Ridgecrest Herbals may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:

- a. The advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- b. An asterisk is placed next to the net price after manufacturer's rebate; and
- c. "*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

Bundling Guidelines

1. "Bundling" or advertising Ridgecrest Herbals products for sale together with other products will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
 - ii. the product(s) bundled with MAP Products violate Ridgecrest Herbals' Intellectual Property rights; or
 - iii. the product(s) bundled with MAP Products violate the Ridgecrest Herbals' Trademark and Brand Policy; or
 - iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
2. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
3. Rebate programs from Ridgecrest Herbals, whether on MAP Products or Ridgecrest Herbals partners' products are exempt from this policy.

Policy Enforcement

1. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Ridgecrest Herbals will consider this to be a violation by the dealer.

2. Ridgecrest Herbals reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Ridgecrest Herbals reasonably believes:
 - a. A dealer has violated the provisions of this policy; or
 - b. A dealer intends to violate this policy.
3. Ridgecrest Herbals' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP Policy may be granted in Ridgecrest Herbals' sole discretion by the MAP Policy Administrator in writing. Ridgecrest Herbals Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
5. Ridgecrest Herbals monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Ridgecrest Herbals MAP Policy investigation is a violation of this MAP Policy.
6. The MAP Policy will be enforced by Ridgecrest Herbals in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: summit@rcherbals.com

List of MAP Products

All RidgeCrest Herbals products are included in this MAP Policy.