



Internet Sales Policy

1. Southwest Archery does not allow sales of ANY Southwest Archery products on ANY online sales channel that is not SOLELY owned by the approved authorized retailer including but not limited to EBay, and Amazon.
2. Authorized retailers CAN sell on their own websites that are 100% owned and controlled by the retailer. All website sales are expected to comply with the following MAP policy.
 - a. Discounting a product, then adding shipping to total, in order to equal the MAP price is not allowed. The product price alone must be equal to or higher than MAP regardless of tax or shipping cost.

Minimum Advertised Price Policy

Including all brands sold under Southwest Archery

Attached MAP List in effect on 10/1/2016

1. Introduction

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. Thus, Southwest Archery has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. Policy Statement

Southwest Archery, 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.

3. General Guidelines

The products covered by this policy are listed in Section 5, ("MAP Products"). Southwest Archery may in its sole discretion modify this list periodically.

Southwest Archery recognizes that dealers are free to make their own decisions to advertise and sell any Southwest Archery product at any price they choose, without consulting or advising Southwest Archery. Similarly, Southwest Archery will exercise its right to make its own decisions regarding the Southwest Archery Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

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.

Southwest Archery believes in maintaining a well-regulated and fair marketplace for all its authorized resellers. Please see the FAQ's for more information on the MAP policy and enforcement.



4. Advertising Guidelines

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.

The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers

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.

This MAP Policy also applies to any activity which Southwest Archery 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.

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.

From time to time, Southwest Archery may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Southwest Archery 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.

Southwest Archery 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:

- i. 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;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. “*after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

6. Policy Enforcement

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

Southwest Archery reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Southwest Archery reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.



Southwest Archery 's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.

Southwest Archery Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy.

Southwest Archery 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 Southwest Archery investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Southwest Archery MAP Policy investigation is a violation of this MAP Policy.

The MAP Policy will be enforced by Southwest Archery in its sole discretion and without notice. Dealers, and 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: support@southwestarcheryusa.com

MAP Policy FAQ

Q: What happens if I receive a notice of MAP violation?

A: Upon notification of a violation by Southwest Archery, you will have 7 days to fix the MAP violation. Accounts with MAP violations will be placed in "Non-Compliance" status in our system and a "Stop Ship" order will be placed on the account; the "Non-Compliance" and "Stop Ship" designations will be removed 30 days after the MAP violation is corrected. You must notify Southwest Archery of the correction at support@southwestarcheryusa.com. You will not be able to place new orders under "Non-Compliance" status.

Q: Will Southwest Archery take additional actions in regards to MAP violations?

A: Southwest Archery reserves its right to take additional actions up to and including termination of our relationship with your company.

Q: What About Price Matching other retailers?

A: Southwest Archery does not allow advertising any MAP covered product below MAP price under any circumstance.

MODEL	MAP
Little Tiger 54" Takedown	\$109
Tiger 62" Takedown	\$119
Spyder 62" Takedown	\$139
Spyder XL 64" Takedown	\$139
Tiger Shark 62" Takedown	\$149
Tiger Shark 60" One Piece	\$239
Scorpion 68" Longbow	\$239
Stingray ILF Takedown (Wood Limbs)	\$449
Stingray ILF Takedown (Carbon Limbs)	\$479



Dealer Acknowledgement and Agreement

By signing below, you are agreeing to the terms mentioned in the Internet Sales Policy, and the Minimum Advertised Price Policy. You agree to abide by all terms to their entirety.

Retailer Name: _____

EIN or Social # _____

Shipping Address _____

Billing Address (if different than shipping)

Phone # _____

Website _____

EMAIL _____

(Our Preferred method of contact)

- Submit copy of your resale license.
- Once approved you will receive email notification along with your login credentials. You may then place your first order. (You may also place orders via your sales rep)

Person Authorized to make decisions for Retailer

(Print Name) _____

Signature _____