

Driven Racing/Mantis MAP Policy

Driven Racing / Mantis reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP Policy.

The MAP Policy will be enforced by Driven Racing / Mantis in its sole discretion.

The maximum discount on any Driven/Mantis product will not exceed 10% off our msrp!

Driven Racing / Mantis recognizes that any authorized Driven Racing / Mantis account can make its own decisions to advertise and sell any Driven Racing / Mantis product at any price it chooses without consulting or advising Driven Racing / Mantis. Driven Racing / Mantis similarly has the right to make its own independent decision regarding product allocations and reseller participation as a member of the Driven Racing / Mantis Authorized Reseller Program – at any time. All Products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy.

This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, 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 reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy.

This MAP Policy also applies to any activity which Driven Racing / Mantis 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,

Driven Racing / Mantis may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Driven Racing / Mantis 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. Where Driven Racing / Mantis products are bundled with or sold as part of a package that includes other products, it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) has the effect of valuing a bundled (or packaged) Driven Racing / Mantis accessory covered by the MAP policy at more than 10% the value of the bundled (or packaged) Driven Racing / Mantis covered by the MAP policy or (b) violates the letter or spirit of the MAP Policy. It shall be a violation of this MAP Policy if products are bundled with or sold as part of a package that includes products not preapproved by Driven Racing / Mantis.

It shall be a violation of this MAP Policy to include in any advertising for Driven Racing / Mantis Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchase is of a Driven Racing / Mantis product) shall be evaluated under the same guidelines as described in Section 9 regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an "other product" under Section 9. This Section 10 shall not apply to any manufacturer's rebate from Driven Racing / Mantis on Driven Racing / Mantis Products or its partners' products.

If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Driven Racing / Mantis will consider this to be a violation by all of the reseller's locations. Although resellers remain free to establish their own resale prices, Driven Racing / Mantis / reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following Driven Racing / Mantis's verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Driven Racing / Mantis, or if reseller has violated this policy in any other way.