

# Acuity Brands Lighting

## Unilateral Internet Minimum Advertised Price (“IMAP”) Policy

Acuity Brands Lighting, Inc. (“Acuity Brands”) is the North American market leader and one of the world’s leading providers of lighting and lighting controls solutions. Acuity Brands products and solutions are sold under various brands. These brands and the products that they represent consistently meet high standards for quality and performance, and provide value to our customers. To preserve the value of its brands, associated trademarks, and the value delivered by the products and solutions it provides, Acuity Brands is implementing a Unilateral Internet Minimum Advertised Price (“IMAP”) Policy for the products listed at [“IMAP Products”](#). Acuity Brands firmly believes that this IMAP Policy will maximize new product introduction success and foster overall competitiveness throughout the market.

The terms of this IMAP Policy are as follows:

- This policy applies to the U.S., Canada and Mexico only.
- All Resellers who wish to sell IMAP Products will be required to comply with this IMAP Policy as well as all other Acuity Brands sales policies available at [this link](#), including but not limited to the Internet Reseller and Trademark Policy.
- IMAP Products may not be advertised at a price below the IMAP established by Acuity Brands, as may be revised from time-to-time.
- This IMAP Policy applies only to the advertising of new products. Products returned by customers that can no longer be sold as “new” and are clearly marked as such (e.g., “open box”, “refurbished”, etc.) are not subject to this IMAP Policy.
- This IMAP Policy applies to all advertisements of IMAP Products in any and all publicly-accessible electronic media, including, without limitation, websites, email newsletters, and email solicitations. It does not apply to (a) online sites that are accessible only with a password or (b) advertising in physical media (e.g. flyers, posters, newspapers, brochures, etc.) or in-store (brick and mortar) advertising. Put simply, pricing listed on any publicly-accessible internet site is considered an “advertised price” and must adhere to this IMAP Policy.
- Pop-ups, sponsored links, affiliated sites, and links to other retail sites are also covered by this policy and will be monitored. Pricing advertised on such sites that fails to comply with this IMAP Policy will constitute a violation.
- Website features such as 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 constitute “advertising” under this IMAP Policy. Once the pricing is associated with an intent to purchase (added to the shopping cart or order and the checkout process has begun), the price becomes the selling price and is not bound by this IMAP Policy. However, if a price lower than the IMAP appears in a hover cart (pop-up view of shopping cart that appears on the shopping page) before the consumer gets to the final shopping cart page to complete the purchase, that is a violation of this IMAP Policy. Any prices shown in such features must comply with this IMAP Policy.
- Certain common internet marketing practices are NOT acceptable under this IMAP Policy. For example, statements such as “Discounted prices”, “XX%off” or “\$XX off,” “On Sale” or IMAP Policy prices with a strikethrough are not permitted. Similarly, statements such as “add to basket to see price”, “we will match any price”, “call for price” or phrases of similar import are not acceptable.
- Sales on auction sites are not permitted.
- The following practices may be permitted, however. For example:
  - 1) Discounts applied at checkout to the entire order using a promo code or based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate this IMAP Policy.
  - 2) Other promotions or incentives that are permissible include:
    - Free shipping; and
    - Store-wide discounts on all store or site items or “all on sale” promotions, so long as such promotions are (i) approved in writing, in advance, by Acuity Brands, (ii) for a limited time (e.g. Black Friday, Cyber Monday, anniversary sale, etc.), and (iii) Acuity Brands products are not separately identified.
  - 3) It is permissible to include in any advertising an additional discount, coupon, gift card, or incentive (whether in the form of a product, special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction unless the cumulative effect would be to reduce the advertised price of any IMAP Product below the IMAP . For example, offering a free or discounted product with the purchase of another product at regular price (so-called “Buy One Get One or “BOGO” type sales) are permitted so long as (a) the free or discounted product is not an IMAP Product and (b) the total advertised price for all of the products included in the promotion is not lower than the combined IMAP Policy price of those products.
  - 4) The purpose of this IMAP Policy is to protect the valuable nature and good will that have been built in the Acuity Brands trademarks from practices that may harm, diminish, dilute or cause confusion. Acuity Brands adopted its Internet Reseller and Trademark Policy, including this IMAP Policy, to protect Acuity’s premium brand positioning in the marketplace, to help ensure that all of our Resellers remain competitive in the marketplace and generate sufficient margins to support our brand, to maximize new product introduction success and to foster overall competitiveness throughout the market. If you have questions about a particular practice not addressed above, you should first ask yourself if the practice is consistent with this purpose. If it is not, or if you are not sure, then the practice is probably not permitted. However, you are always welcome to ask for review of any proposed advertisement as noted below.
  - 5) Resellers must notify their customers of this IMAP Policy and ensure that their customers who resell Acuity Brands IMAP Products online also adhere to this IMAP Policy as well as all other Acuity Brands policies, including but not limited to Acuity Brands’ Internet Reseller and Trademark Policy which can be found at [this link](#). Resellers of IMAP Products must supply a copy of this IMAP Policy to any new or existing internet Reseller to which it supplies IMAP Products. Resellers who continue to provide IMAP Products to persons or entities known to disregard or violate this IMAP Policy shall be deemed to themselves be in violation.
- If an IMAP Product is advertised below the IMAP Policy price, Acuity Brands will adhere to a “3-strikes” policy:
  - 1) **1<sup>st</sup> violation - Initial Warning:** Acuity Brands will issue an Initial Warning email to a Reseller who violates this IMAP Policy. Failure to correct the violation(s) within 48-hours from the issuance of the Initial Warning will be considered a second violation.
  - 2) **2<sup>nd</sup> violation – Order Hold:** If a Reseller has a second violation within 12-months (which includes failure to correct a first violation within 48 hours), Acuity Brands will notify the Reseller of the second violation and that open orders for the product(s) involved in the IMAP Policy violation(s) will be held, and no further orders for product(s) involved in the IMAP policy violation(s) will be accepted from the Reseller, until all violations are resolved. Failure to correct all violation(s) within 48-hours from the issuance of the second violation notice will be considered a third violation.
  - 3) **3<sup>rd</sup> violation – 90-day Order Cancellation:** If a Reseller has a third violation within 12-months (which includes failure to correct a second violation within 48 hours), all open orders for all IMAP Products will be cancelled, and no further orders from the Reseller for IMAP Products will be accepted until the later of (i) the date when the violation(s) are resolved or (ii) 90-days after notification of the 3rd violation.
- Orders held or cancelled due to IMAP Policy violations are the responsibility of the Reseller and will not be subject to any late fees, fill rate fines or similar penalties.
- In addition to the penalties for non-compliance set forth above, Acuity Brands reserves the right to terminate its relationship with any Reseller guilty of repeated violations of this IMAP Policy.
- IMAP Policy compliance will be monitored by Acuity Brands and this IMAP Policy enforced strictly and uniformly.
- This IMAP Policy will operate independently of any other program.

- **This IMAP Policy applies only to advertised pricing. It does not apply to actual sale price. Acuity Brands Resellers remain solely responsible for setting the price at which they sell all products.**
- The current list of IMAP Products can be found at [this link](#).
- Acuity Brands will inform Resellers if and when an IMAP expires for any IMAP Product. Expiration will remove all IMAP requirements for the specified product(s).
- Acuity Brands reserves the right to modify this IMAP Policy, the list of IMAP Products and/or IMAP prices at any time and for any reason and will inform our Resellers in writing of any such changes at least 72 hours before the change is effective.

All questions about this Policy should be in writing and directed to [onlinesales@acuitybrands.com](mailto:onlinesales@acuitybrands.com)

No Acuity Brands employee has authority to modify or alter this IMAP Policy except in writing by an authorized representative. If a Reseller learns of any modification or alteration of this IMAP Policy or an attempt to do so, the Reseller should immediately notify [onlinesales@acuitybrands.com](mailto:onlinesales@acuitybrands.com).