

MADISON AND SPORTLINE

Brand Guidelines

These Brand Guidelines form part of the Madison and Sportline Terms and Conditions and shall have effect as if set out in full in the Terms and Conditions.

Madison and Sportline are committed to delivering the same range of high quality brands to customers regardless of sales channel. In order to ensure that the consumer purchasing experience is consistent regardless of whether a product is purchased in-store or online, Madison and Sportline have agreed these Brand Guidelines. Resellers are required to adhere to these Guidelines if they wish to sell products purchased from Madison and Sportline, whether in-store or online.

The term "Reseller" is used to mean any Dealer, Partner, distributor, reseller or other purchaser of products from Madison and Sportline for onwards sale to third parties and end users.

[To the extent that a Reseller knowingly sells to another reseller (i.e. a customer who is not an end-user of the products), the Reseller must procure that the customer is made aware of these Brand Guidelines and agrees to adhere to the Madison and Sportline Terms and Conditions and these Brand Guidelines when selling the products to end users.]

1. Products offered for sale in EU and EFTA

- 1.1 Products purchased from Madison are manufactured and prepared for the European Union ("**EU**") and European Free Trade Area ("**EFTA**") markets only. The products purchased are for resale only to customers located within the EU and EFTA and are not to be sold to customers outside of the EU and EFTA markets.
- 1.2 The Reseller must not advertise, market, export, sell, transfer or otherwise make available for purchase any product(s) to customers outside of the EU and EFTA markets.
- 1.3 Where another territory within the EU and EFTA has been exclusively allocated by a brand owner to another distributor or wholesaler, the Reseller must not actively advertise, market, promote or sell the brand owner's products, both online and offline, to customers located in that exclusively allocated territory without the express written consent of the brand owner.
- 1.4 Where the Reseller sells products both online and offline, it must offer for sale online all of the products purchased from Madison which it offers for sale offline.

2. Brand appearance

- 2.1 The Reseller must not advertise or market the products in a way that adversely affects the brand image of the products being supplied.
- 2.2 The brand of the products supplied must be immediately visible when visiting the Reseller's offline store or any website through which the Reseller sells or proposes to sell the products. In particular:
 - (a) when advertising and selling the products online, the brand logo should be visible on the home page of the website; and
 - (b) a webpage dedicated to the brand must be included on any website through which the Reseller sells or proposes to sell the products.

- 2.3 The Reseller must use the full product names for the products as designated by Madison and/or the brand owner to describe the products in all advertising, marketing, promotional or other sales materials or descriptions when selling both offline and online on any website through which it sells or proposes to sell the products.
- 2.4 The website of the Reseller shall not be accessible to customers through a third party platform's website.
- 2.5 Within [2] weeks of products being discontinued by the brand owner and new stock being supplied through Madison, the Reseller must update its offline stores as well as any website through which it sells or proposes to sell the products with new high quality images and descriptive content of the new products.
3. **Customer service**
- 3.1 Madison may at any time require the Reseller to make such changes or additions to the content and images of any website through which the Reseller sells or proposes to sell the products as Madison considers necessary to ensure that the look and feel of the website is consistent with the brand of the products being supplied.
- 3.2 The Reseller must offer a high level of customer service consistent with the brands being supplied by Madison and, in particular:
- (a) when selling online, must offer telephone support to users of the websites through which it sells the products;
 - (b) package all products sold online in the same way as the goods would be packaged if they were sold in-store, with the exception of any external packaging for mailing; and
 - (c) offer terms for the return and repair of the products that are no less favourable to the terms for return and repair offered by the brand owner; irrespective of whether the products were sold offline or online.
- 3.3 The price displayed for each product must be up to date and include any VAT or other equivalent local sales taxes.