



## **Files Posted On Distributor Web Site**

### ***For Nikon Authorized Distributor Resellers***

Listed below are the files available on this web site:

**1. Read Me – what’s in here.pdf**

*Listing of files posted on web site*

**2. CDP Reseller App Instr'n.pdf**

*Instructions for filling out CDP Reseller Application (to become a Nikon Authorized Distributor Reseller)*

**3. CDP Reseller Application.pdf**

*Application to become a Nikon Authorized Distributor Reseller and Nikon Authorized Distributor Reseller Policy*

**4. Nikon Reseller Cover Ltr.pdf**

*Cover letter from J. Carfora, Nikon VP Sales, re: The Nikon 2002/2003 Authorized Distributor Resellers Cooperative Advertising Program including The New Product Minimum Advertised Price NMAP Policy*

**5. Nikon Reseller Co-op Prg.pdf**

*Nikon Authorized Distributor Resellers 2002/2003 Cooperative Advertising Program*

**6. Nikon Reseller QA.pdf**

*Nikon Authorized Distributor Resellers Minimum Advertised Price NMAP Q&A's*

**7. Nikon NMAP Price List.pdf**

*Nikon Authorized Distributor Resellers Cooperative Advertising Program NMAP Price List #3*



**Consumer Digital Products (CDP)**

**Authorized Distributor Reseller Application Instructions**

To apply to become an Authorized Distributor Reseller for Nikon Consumer Digital Products, please follow these instructions:

1. Click on the Authorized Distributor Reseller application, and print **both** pages.
2. Fill out the application completely.
3. Print and read the **Nikon Authorized Distributor Reseller Policy**, including the **New Product Minimum Advertised Price (NMAP) Policy** and accompanying **Reseller NMAP Questions and Answers**. (These documents are available for download on this web site.) You must read and understand these documents before signing the application.
4. Sign the application at the bottom of page two where indicated and fax the completed and signed application to **(631) 547-4024**. **Attention: CDP Authorization Dept.**
5. **Mail the original application with an original signature to:**

**Nikon Inc.  
1300 Walt Whitman Road  
Attn: CDP Authorization Department  
4<sup>th</sup> Floor, Consumer Digital Products  
Melville, NY 11747**

Nikon will notify both you and your distributor regarding your approval status via mail.

Thank you. If you have any questions, please contact your distributor.

# Nikon Inc. – Consumer Digital Products (CDP) Authorized Distributor Reseller Application

## A. General Business Information

- (1) Exact Corporate or Company Name: \_\_\_\_\_  
(2) Corporate Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
(3) Phone/Fax: \_\_\_\_\_  
E-mail/Website: \_\_\_\_\_  
(4) Corporation/Partnership/Proprietorship: \_\_\_\_\_

## B. Company Profile

- (1) Trade Names or DBAs: \_\_\_\_\_  
(2) Number of Business Locations from Which You Sell Consumer Digital Products (i.e., Digital Cameras, Film Cameras and 35mm Scanners): \_\_\_\_\_  
(3) Type of Business: \_\_\_\_\_  
(4) Number of Years in Business: \_\_\_\_\_  
(5) Last Year's Annual Sales: \_\_\_\_\_  
(6) Number of Employees: \_\_\_\_\_  
(7) Target Customers (e.g., Vertical Markets, Corporate): \_\_\_\_\_  
(8) Are You Currently Selling Nikon Products?  Yes  No  
(9) Competitive Brands Currently Sold in Each of the Following Categories:  
Digital Cameras \_\_\_\_\_  
Film Cameras \_\_\_\_\_  
35mm Scanners \_\_\_\_\_  
(10) Describe the Location and Linear Square Footage of Shelf Space Dedicated to Digital Cameras: \_\_\_\_\_  
(11) For Which Business Locations Are You Seeking Authorized Distributor Reseller Status? \_\_\_\_\_  
(12) If Approved by Nikon as an Authorized Distributor Reseller, What Percentage of Your Nikon Sales Do You Anticipate Will Be: Direct Sales (Brick & Mortar) \_\_\_\_\_% Mail Order Catalog \_\_\_\_\_%  
E-Commerce \_\_\_\_\_% Telephone \_\_\_\_\_% Other \_\_\_\_\_%  
(13) State the Name(s) of the Distributor(s) You are Applying to Purchase From:  
\_\_\_\_\_  
\_\_\_\_\_

(This Authorization is For The Above-Named Distributor(s) Only)

## C. Company Advertising

- (1) Dollar Amount Spent Last Year on Advertising in Print Media \_\_\_\_\_ Broadcast Media \_\_\_\_\_  
Internet Advertising \_\_\_\_\_ Mail Order Catalog \_\_\_\_\_ Other \_\_\_\_\_ (please specify what "Other"  
advertising media was used)  
(2) Describe All Value-Added Products and/or Services Offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Return Original to:** Nikon Inc.  
1300 Walt Whitman Road  
4<sup>th</sup> Floor, Consumer Digital  
Melville, NY 11747  
Attn: CDP Authorization Department

## **Nikon Authorized Distributor Reseller Policy**

Nikon Inc. requires that all Authorized Distributor Resellers must comply with all Authorized Distributor Reseller Policies as unilaterally issued from time to time by Nikon Inc. All Authorized Distributor Resellers MUST:

- Read and Understand Nikon's Most Current Authorized Distributor Reseller's Cooperative Advertising Program (Program), Including the Product Minimum Advertised Price (MAP) Policy.
- Act in the Best Interest of Nikon to Preserve and Promote the High Quality Reputation of Nikon and its Consumer Digital Products and Software.
- Prominently Feature the Official Nikon Logo and Any Applicable Nikon Authorized Consumer Digital Products Logo in All Advertising of Nikon Consumer Digital Products and Software.
- Train and Maintain A Fully Qualified Sales Staff Capable of Selling Nikon's Technically Sophisticated Consumer Digital Products and Software.
- Prominently Display All Nikon Consumer Digital Products in a Manner that Highlights Their Specifications, Features and Performance Capabilities.
- Properly Display Nikon's Applicable Limited Warranty to All Purchasers When They Purchase Nikon Consumer Digital Products and Inform All Purchasers of Nikon Consumer Digital Products about Nikon's Customer Services and Support.
- Advertise and Sell All Nikon Consumer Digital Products With All Nikon Supplied Components as Packaged and Shipped by Nikon and Never Strip Any Nikon Consumer Digital Product and Sell Its Components Separately.
- Provide All Instructional Materials to All Purchasers of Nikon Consumer Digital Products and Software as Furnished by Nikon.
- Never Incorporate the Name "Nikon" In or as Part of Any Trade Name, Corporate Name or Title.
- Never Advertise or Sell Any Used Nikon Consumer Digital Products or Software as "New;" Never Engage in Any Improper "Bait & Switch" Sales Tactics; Never Engage in Any Deceptive Practice or Advertising; and Never Engage in Any Unethical or Illegal Sales Tactic or Practice.
- Never Transship Any Nikon Consumer Digital Product to Any Other Reseller or Dealer; Never Sell Any Nikon Consumer Digital Product Obtained On the Gray Market; and Never Ship, Distribute, Sell or Export (Directly or Indirectly) Any Nikon Consumer Digital Product Outside the U.S.
- Never Engage in Any Activity that Would Potentially Injure or Undermine the High Quality Image or Reputation of Nikon.
- All Authorized Distributor Resellers Who Sell Over The Internet **ALSO MUST:**
  - > Provide a "Secure" Order Site;
  - > Provide a Business Phone Number & E-mail Address that Are Easily Located on the Website;
  - > Provide Telephone and/or E-Mail Support During Business Hours;
  - > Maintain A "Minimum 48-Hour Customer Response Time"; and
  - > Provide All Customers with Order Status Follow-up, Notification of In-Stock Position and Delivery Status for All Nikon Products.

**I certify that the information provided in this Nikon Authorized Distributor Reseller Application is true and correct and I have read and understand the above Nikon Authorized Distributor Reseller Policy.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date



**JUNE 24, 2002**

**THE NIKON 2002/2003 AUTHORIZED DISTRIBUTOR RESELLERS COOPERATIVE  
ADVERTISING PROGRAM, INCLUDING THE NEW PRODUCT MINIMUM  
ADVERTISED PRICE (NMAP) POLICY**

Nikon Inc. is pleased to announce the Nikon 2002/2003 Authorized Distributor Resellers Cooperative Advertising Program (Program), including the New Product Minimum Advertised Price (NMAP) Policy for specified Nikon Consumer Digital Products. An Authorized Distributor Reseller covered by this Program (Reseller) is a retailer approved by Nikon to purchase Nikon Consumer Digital Products from a Nikon Authorized Distributor for resale to consumers.

Nikon has developed its NMAP Policy in the interest of promoting the most effective advertising possible for newly introduced products, such as the Coolpix 2000, 2500, 4500 and 5700. Nikon is fortunate to have many new products coming to market, and wants to ensure that the advertisement and introduction of these new products will establish the appropriate value and quality perception for the products in the minds of our customers. Nikon's NMAP Policy is designed to ensure that all advertising of NMAP products is accurate and non-deceptive and will appropriately highlight their features, benefits, quality and value. It also is designed to encourage Resellers to promote and invest in NMAP products. As you well know, our products are technologically sophisticated and they require knowledgeable sales persons and/or helpful display and demonstration arrangements that allow consumers to fully evaluate their unique features and benefits. Therefore, Nikon through the NMAP Policy seeks to encourage Resellers to undertake advertising and promotional activities designed to enhance the presentation and market awareness for its new products.

The details of Nikon's NMAP Policy are contained in the enclosed: (1) Nikon 2002/2003 Authorized Distributor Resellers Cooperative Advertising Program; and (2) Nikon Inc.'s Authorized Distributor Resellers NMAP Policy Questions and Answers. Please carefully review both documents - - *Nikon Inc.'s Authorized Distributor Resellers NMAP Policy Questions and Answers provide important details explaining the NMAP Policy. You must read and understand both documents to fully understand the Policy and its implications.*

**IMPORTANT:** Please recognize the consequences for violating this Policy are significant and include the Reseller's loss of authorization to purchase from any Nikon Authorized

Distributor the product depicted in the violating advertisement. In the event of a second violation, the Reseller will lose authorization to purchase the product depicted in the violating advertisement and may also lose authorization to purchase the entire product category depicted in that advertisement for a period no shorter than the period during which that product is covered by NMAP. Nikon retains total discretion concerning whether and to what extent it is willing to have its products resold by a particular Reseller. **Moreover, the Nikon 2002/2003 Authorized Distributor Resellers Cooperative Advertising Program includes penalties for violating advertising embargo dates established by Nikon, which similarly could result in termination of product supply.**

Nikon has unilaterally adopted the Nikon 2002/2003 Authorized Distributor Resellers Cooperative Advertising Program, including the NMAP Policy. Nikon does not ask for, nor will it accept, any assurance of compliance or agreement from its Resellers relating to any aspect of this Program. Nothing in the Program or the NMAP Policy is intended to be, or shall be construed to be, an agreement as to the minimum prices at which you will advertise or resell Nikon products. **You must determine in your sole discretion the price at which you sell Nikon products.**

All questions, comments, or other communications regarding NMAP must be sent to:

[MAPQuestions@Nikon.net](mailto:MAPQuestions@Nikon.net)

Attn: CDP Reseller Administration

OR

MAP Questions

Attn: CDP Reseller Department

1300 Walt Whitman Road

Melville, NY 11747-3064

**Please note that no Nikon representative or agent is authorized to discuss the NMAP Policy.**

We look forward to your continued support and promotional efforts on behalf of Nikon's products.

Sincerely,

Joseph J. Carfora

Vice President

National Account Sales

Consumer Digital Products & Compact Cameras

# Nikon®

October 30, 2002

Dear Nikon Authorized Distributor Reseller:

Our goal is to have the strongest advertising and promotions possible for Nikon products while enhancing their image and reputation. Our customers look to the advertising materials that are presented to them to fully evaluate the unique features, quality and value of our products, and it is important that these be accurately conveyed to foster their appreciation and build retail sales.

To this end, we are pleased to provide an update to the Nikon 2002/2003 Cooperative Advertising Program (Program). The details of this update are contained in the enclosed Nikon Inc. New Product Minimum Advertised Price (NMAP) and "Regular" MAP Policies Interpretative Guidelines. Please carefully read these guidelines as well as the enclosed Program to fully understand Nikon's 2002/2003 Cooperative Advertising Program including its NMAP/MAP Policies.

Please note that effective as of October 31, 2002, the enclosed Nikon 2002/2003 Cooperative Advertising Program and Nikon Inc.'s NMAP and "Regular" MAP Policies Interpretative Guidelines replace and supersede the current Program and Questions and Answers. Nothing in the enclosed Program and Interpretative Guidelines is intended to be, or shall be construed to be, an agreement as to the minimum prices at which you advertise or resell Nikon products. **You must determine in your sole discretion the price at which you sell Nikon products.**

We look forward to your continued support and promotional efforts of Nikon's products.

Sincerely,



Joseph J. Carfora  
Vice President, National Account Sales  
Consumer Digital Products & Compact Cameras



## NIKON INC.'S NEW PRODUCT MINIMUM ADVERTISED PRICE (NMAP) AND "REGULAR" MAP POLICIES INTERPRETATIVE GUIDELINES<sup>1</sup>

**EFFECTIVE OCTOBER 31, 2002**

Nikon is pleased to provide these Interpretative Guidelines to its dealers, distributors and resellers ("Dealers") to facilitate a better understanding of the Nikon NMAP and "Regular" MAP Policies issued on June 24, 2002. These unilateral policies were designed to encourage advertisements which highlight the features, benefits, quality and value of Nikon's NMAP/MAP products. NIKON strongly believes advertising plays a critical role in properly establishing the image and reputation of its products and the following guidelines will help insure that Nikon's NMAP/MAP products will be advertised in a manner designed to foster a marketplace appreciation for their qualities and technical superiority.

### Policy Statement

Nikon's NMAP policy is also designed to encourage Nikon's Dealers to promote and invest in newly introduced products. Our products are technologically sophisticated and require knowledgeable sales persons and/or helpful display and demonstration arrangements that allow consumers to fully evaluate the unique features and benefits of the products. Nikon therefore wishes to encourage Dealers to incur the additional expenses needed for such enhanced presentation. In addition, to promote the perceived quality and value of our products, NMAP is designed to minimize the possibility that a Dealer would engage in improper "bait and switch" tactics.

Unilateral means one-sided, independent or alone. The point is that there is no agreement or joint decision between a Dealer and Nikon to resell or advertise at any price. Each Dealer is free to independently decide whether or not to follow Nikon's NMAP/MAP Policy, and each Dealer must independently and unilaterally set its own pricing. Nikon does not ask for, nor will it accept, any assurance of compliance or agreement from any Dealer regarding its NMAP/MAP Policies.

To avoid any implication that Nikon is agreeing with Dealers on pricing, for the protection of Nikon and its Dealers, there should be no discussion or negotiation between Nikon and its Dealers regarding pricing or compliance with Nikon's NMAP/MAP Policies. In addition, there should be no discussion between Nikon representatives and a Dealer concerning advertising or pricing by another Dealer or another Dealer's compliance with these Policies. This is a company-wide Policy. No employee of Nikon is authorized or permitted to request, demand or accept any assurance of compliance from any Dealer with regard to these Policies. No sales representative or other Nikon employee or agent is authorized or permitted to interpret or discuss the NMAP or "Regular" MAP Policies with customers. Nikon assumes sole responsibility for enforcing its NMAP/MAP Policies, and does not solicit or seek information about a Dealer's compliance or non-compliance with NMAP/MAP from other Dealers. Nikon's sales representatives are not authorized to accept information from one Dealer relating to an alleged violation by any other Dealer. In the event a dealer submits such information in writing to Nikon, Nikon will not discuss the alleged violation with that Dealer or otherwise report to that Dealer any action taken as a result of its report.

**No Nikon representative or agent is authorized to confirm compliance with these Policies. The Dealer is solely responsible for its compliance with NMAP/MAP.**

<sup>1</sup>All terms and conditions stated in the Nikon 2002/2003 Cooperative Advertising Program, dated June 24, 2002 continue to apply.

Any statements to the contrary by any Nikon sales representative or agent are expressly unauthorized and disclaimed by Nikon.

### Guideline 1

## Pricing Language AND Placement

NMAP/MAP advertisements are not eligible for participation and do not qualify for reimbursement if they include language or graphics that state or suggest that a NMAP/MAP product is being promoted at a price below NMAP/MAP.

**For Print Advertising**, language such as “We Offer the Best Prices” or “Call for Price” may be used. It would not violate NMAP/MAP Policy to advertise without reference to price.

**For Internet Advertising**, language such as “Click ‘Buy’ for Price” or “Click ‘Add to Cart’ for Price,” “Click for Price” or “Click for Quote” may NOT be used on the same web site page on which a Nikon NMAP/MAP product appears. All Internet advertisements (e.g., all web site pages above the “shopping cart” level) in which an NMAP/MAP product appears must include a price not less than NMAP/MAP. Once a Nikon NMAP/MAP product has been placed in the shopping cart by the customer (e.g., by clicking on “Order” or “Add to Cart” button), it can be shown in the shopping cart at any price.

The Dealer may also list its actual selling price on the internet in the following locations:

- (i) On password-protected web sites so long as only authorized participants may access the price advertisements;
- (ii) On a private web site that shows negotiated pricing between the Dealer and a specific customer, where only that customer has access to the site;
- (iii) In response to a request from an individual customer for a product through a “name your own price” model web site.

### Guideline 2

## Pricing Conventions

A variation of up to \$3 below NMAP/MAP is permitted to meet pricing conventions when advertising eligible products. When multiple eligible products are bundled, the \$3 variation applies to the combined price (i.e., the variation is not per product).

### Guideline 3

## Promotions

- (i) **Nikon Sponsored Promotions** - Nikon will offer product promotions from time to time (such as rebates or instant savings programs) and the Dealer is free to participate in these promotions. Each Nikon sponsored promotion will include any specific requirements as to the message or style of the consumer offering.
- (ii) **Dealer Promotions for Nikon Products Exclusively** - If a Dealer wants to offer its own promotions for Nikon products exclusively, there are certain restrictions which are applicable to offers involving NMAP products. The Dealer may offer its own promotion of free items and services for NMAP/MAP products as follows:
  1. For sales of any NMAP product(s) with 4 mega pixels or less, the Dealer may advertise an offer for a free removable memory card up to 64 megabytes, or, alternatively, a free Nikon fitted camera case.
  2. For sales of any NMAP product (s) with 5 mega pixels or more, the Dealer may advertise an offer for a free removable memory card up to 128 megabytes memory, or, alternatively, a free Nikon fitted camera case.
  3. In addition, the Dealer may also advertise, alone or in combination with 1 or 2 above, an offer for services such as free digital

photography classes, seminars or training for any NMAP/MAP product.

(iii) **General Dealer Promotions** - If a Dealer wants to offer its own general promotions and include Nikon products with other competitive product brands, the promotion must include a minimum of three brands (including Nikon) and the following guidelines apply:

1. If products are featured in the advertisement, the advertisement must refer to each Nikon NMAP or "Regular" MAP product with a price not less than its NMAP or "Regular" MAP price, or identify no price specifically to the Nikon NMAP or "Regular" MAP product; and
2. The promotional item(s) may not be identified, through language or graphics, as specifically reducing the advertised price of the Nikon NMAP or "Regular" MAP product. For example:

The Dealer may offer free services (e.g., classes, delivery or training), terms (e.g., delayed payment, 0% financing or equivalent cost of money), product output (e.g., prints, albums), or items or discounts off the purchase of additional items (e.g., memory card, battery, or purchase printer and get \$50.00 off price of printer). These general dealer promotions, when applied to all products similar in nature (e.g., mega pixels or zoom range) will not be viewed as a violation of NMAP/ MAP so long as they are not advertised as directly reducing the advertised price of the NMAP/ MAP product.

#### Guideline 4

## Product Bundling

A Dealer may wish to include Nikon NMAP/MAP products within a bundle of different product offerings (e.g., digital camera, computer and

printer). This is allowable under NMAP/MAP if the following guidelines are followed:

1. An NMAP product may only be bundled with another item that has a street price that is equal to or greater than the NMAP price;
2. The advertised discount cannot be allocated to the NMAP/MAP product;
3. The advertised discount cannot exceed 10% of the highest priced item included in the advertised bundle price; and
4. The final bundled price must be shown as a total price of all items in the bundle.

The following is an example of how a product bundle may be advertised under NMAP/MAP. Bundled Price:

<i>Brand A Computer</i>	\$2500
<i>Coolpix Model</i>	\$ 350
<hr/>	
<i>Before Savings Price</i>	\$2850
<i>Your Price</i>	\$2600

#### Guideline 5

## Prior Review of Ads

Source Communications, our Dealer advertising agency, can review any ad for layout and non-price related copy only. It is the sole responsibility of each Dealer as to adherence to Nikon's NMAP/MAP Policies.

**Please remember: Nikon employees are not authorized or permitted to discuss or answer questions about Nikon's NMAP/MAP Policies or their implementation ■**

**NIKON INC.'S AUTHORIZED DISTRIBUTOR RESELLERS  
MINIMUM ADVERTISED PRICE (NMAP)  
QUESTIONS AND ANSWERS**

**1. Q: Why has Nikon adopted the NMAP Policy?**

A: Nikon is fortunate to have many new products coming to market simultaneously. The advertising and introduction of new products play a critical role in properly establishing the image and reputation of the products in the appropriate market segment. Customers rely on advertising materials to ascertain the value of a product. The NMAP Policy is designed to ensure that the advertisement and introduction of Nikon's NMAP products will highlight the features, benefits, quality and value of the products. Such advertising is necessary to establish the appropriate perceived value of the products in the minds of the customers.

Nikon believes that the NMAP Policy will encourage Authorized Distributor Resellers (Resellers) to promote and invest in the sales and marketing of NMAP products. In addition, to promote the perceived quality and value of our products, the Policy is designed to minimize the possibility that a Reseller would engage in improper "bait and switch" tactics.

**2. Q: What does "unilateral" mean and why is it important?**

A: Unilateral means one-sided, independent or alone. The point is that there is no agreement or joint decision between a Reseller and Nikon to resell or advertise at any price. Each Reseller must independently and unilaterally set its own pricing.

To avoid any implication that Nikon is agreeing with a Reseller on pricing, for the protection of Nikon and a Reseller, there should be no discussion or negotiation between Nikon and a Reseller regarding pricing or compliance with the NMAP Policy. In addition, there should be no discussion between Nikon representatives and a Reseller concerning advertising or pricing by another Reseller or another Reseller's compliance with the Policy. This is a company-wide Policy. No employee of Nikon is authorized or permitted to request, demand or accept any assurance of compliance from any Reseller with regard to the Policy. No sales representative or other Nikon employee or agent is authorized or permitted to interpret or discuss NMAP Policy with customers. All questions, comments, or other communications regarding the Policy must be sent to:

[MAPQuestions@Nikon.net](mailto:MAPQuestions@Nikon.net)

Attn: CDP Reseller Administration

OR

MAP Questions

Attn: CDP Reseller Department

1300 Walt Whitman Road

Melville, NY 11747-3064

Nikon thanks Resellers in advance for not engaging Nikon employees in conversation about the Policy.

**3. Q: What if the Reseller chooses not to comply with the NMAP Policy in its advertising?**

A: Each Reseller is free to independently decide whether or not to follow the Policy. Nikon does not ask for, nor will it accept, any assurance of compliance or agreement from any Reseller regarding the Policy.

**4. Q: When does the Policy become effective?**

A: June 24, 2002.

**5. Q: To whom does the Policy apply?**

A: The Policy applies to every Authorized Distributor Reseller. An Authorized Distributor Reseller is a retailer approved by Nikon to purchase Nikon products from any Nikon Authorized Distributor for resale to consumers.

**6. Q: Which products are affected by the Policy?**

A: The NMAP Policy applies to certain newly introduced Nikon Consumer Digital Products which now include the Coolpix 2000, Coolpix 2500, Coolpix 4500 and Coolpix 5700. All covered products are identified on Nikon's current CDP Minimum Advertised Price List. Additional products may be included at a later date as specified in writing by Nikon from time to time.

**7. Q: Does the Policy apply to discontinued products, closeouts, demonstration or other used merchandise?**

A: No.

**8. Q: Which advertising media does the Policy cover?**

A: The Policy covers:

Publications including newspapers, newspaper inserts, weekly circulars, magazines, periodicals and other print media;

Direct mailers including flyers and newsletters;

Preprinted materials including posters, brochures or “in-box” inserts, banners and faxes;

Broadcasts, including radio and TV ads;

Billboards;

Mail order catalogs; and

Alternative Media as approved by ACB.

**9. Q: Does the Policy cover in-store advertising?**

A: No. In-store merchandising such as shelf-talkers, price tags, window displays and sandwich boards are not covered by the Policy.

**10. Q: Exactly how does NMAP apply to Internet advertising?**

A: The NMAP Policy requires that a price no less than the NMAP price be shown for all Internet advertising (i.e., all levels of a website page above the “shopping cart”). The Policy covers banner advertisements, broadcast e-mails, destination pages, and third-party sites such as:

- Internet-only “e-tailer” websites.
- Websites of traditional retailers, distributors and mail-order businesses, including membership clubs.
- Non-Nikon manufacturer direct websites.
- Portal sites.
- Shopping sites.
- Auction sites where a minimum bid is communicated.
- Banner advertisements (i.e., on any website, including the Reseller’s own website) and pages that follow banner advertisements upon “click-through.”

- Products that have been placed in the shopping cart by the consumer (e.g., by clicking “Order” or “Add to Cart”) can be shown in the shopping cart at any price.

**11. Q: Where on the Internet may the Reseller list its actual selling price?**

A: The Reseller may list its actual selling price in the following locations:

- In the “shopping cart” after the consumer has chosen to order the product or place the product in the shopping cart (e.g., by clicking an “Order” or “Add to cart” button).
- On password-protected web sites so long as only authorized participants may access the price advertisements.
- On a private web site that shows negotiated pricing between the Reseller and a specific customer, where only that customer has access to the site.
- In response to a request from an individual customer for a product through a “name your own price” model website.

**12. Q: What language may the Reseller use in Internet communications to direct customers to the shopping cart and its actual selling price?**

A: Language such as “We Offer the Best Prices” or “Call for Price” may be used.

Language such as “Click ‘Buy’ for Price” or “Click ‘Add to Cart’ for Price,” “Click for Price” or “Click for Quote” may NOT be used on the same website page on which a Nikon NMAP product appears.

**13. Q: How does the Policy affect the Reseller’s actual resale price?**

A: The Policy does not affect the Reseller’s actual resale price. Each Reseller is expected to unilaterally and independently determine the price at which it sells Nikon products to consumers.

**14. Q: Will Nikon ever change the NMAP products or the minimum advertised prices for those products?**

A: Nikon reserves the right to change its CDP Minimum Advertised Price List and/or add or remove products. Written notice of any change will be provided.

- 15. Q: Where can the Reseller find the list of NMAP products and prices?**
- A: NMAP products are identified on Nikon's current CDP Minimum Advertised Price List. Additional products may be included at a later date as specified in writing by Nikon from time to time.
- 16. Q: Does Nikon plan to extend the Policy to other products?**
- A: Yes. Nikon plans to extend the Policy to other new products to the extent that doing so would help to ensure that consumers properly perceive the value and quality of such products.
- 17. Q: Is variation from the NMAP price allowed for pricing conventions?**
- A: Yes, a variation of up to \$3 below the NMAP price is permitted to meet pricing conventions when advertising an NMAP product. When multiple eligible products are bundled, the \$3 variation applies to the combined price (i.e., the variation is not per product).
- 18. Q: Would an ad implying that a covered product is being offered at a price below the NMAP price violate the Policy?**
- A: Yes. It is a violation of the Policy to include language or graphics that state or suggest that an NMAP product is being promoted at a price less than the NMAP price. **For example, it would violate the Policy to:**
- Show the price of the NMAP product with a slash line through it in a manner that states or suggests that the advertised offer is less than the NMAP price.
  - Offer "\$X or X% off" in a manner that states or suggests that the advertised offer is less than the NMAP price (i.e., unless NMAP products are specifically identified as excluded from the offer).
  - Offer any NMAP product as a "free" or "gift" item.
  - Use language such as "Sale Price" or "New Low Price" or words such as "Subtract," "Less" or "Take Away," in a manner that states or suggests the advertised offer is less than the NMAP price.
  - Include language such as "Price Too Low to Print."
  - Include language in Print Media stating "Call for Price."

**19. Q: Would advertising without any reference to price violate the NMAP Policy?**

A: For all media other than the Internet, it would not violate the NMAP Policy to advertise without reference to price. However, all Internet advertisements (i.e., all website pages above the “shopping cart” level) in which an NMAP product appears must include a price no less than NMAP.

**20. Q: Would advertising that promises to match the advertised prices of the competition violate the Policy?**

A: No. The advertisement may include promises to match the advertised prices of the competition, as well as language such as “We Offer the Best Prices.”

**21. Q: Under the Policy, may the Reseller offer “free” gifts or accessories with the sale of an NMAP product?**

A: Yes, the Reseller may advertise offers of free gifts and/or accessories as described below:

1. For sales of a digital camera with 4 megapixel or less, the Reseller may advertise an offer for a free removable memory card with no more than a 32 megabyte memory, or a free Nikon fitted camera case.
2. For sales of a digital camera with 5 megapixel or more, the Reseller may advertise an offer for a free removable memory card with no more than a 64 megabyte memory, or a free Nikon fitted camera case.

Any other advertised offer of free gifts and/or accessories in connection with an NMAP product will be viewed as a violation of the Policy.

**22. Q: May the Reseller advertise offers of “free” services or special terms in connection with the sale of an NMAP price product?**

A: For Reseller sponsored “Free” services (e.g., installation, delivery or training) or special terms (e.g., “0%” financing or delayed payment), the advertisement is permissible so long as:

1. The advertised offer applies to a minimum of three competitive product brands (i.e., Nikon and a minimum of two other competitive products brands) and is not connected exclusively to Nikon product(s);

2. A price not less than the NMAP price is shown for each NMAP product; and
3. The advertised price or value of the free services or special terms is not greater than 10% of the lowest priced NMAP product contained in the advertisement.

**23. Q: Under the Policy, may the Reseller advertise a single price for a bundle that includes an NMAP product along with other products?**

A: Yes. The Reseller may advertise bundled items as described below:

1. An NMAP product may only be bundled with another item that has a street price that is equal to or greater than the NMAP price;
2. An advertised price not less than the NMAP price must be shown for each product;
3. The advertised discount cannot be allocated to any NMAP product;
4. The advertised discount cannot exceed 10% of the highest priced item included in the advertised bundle price; and
5. The advertised discount must be shown as a discount off the total price of all items in the bundle.

For example, the Reseller could advertise an offer for:

Packaged Price:	
Brand A Computer:	\$2500
<u>Coolpix Model</u>	<u>\$ 350</u>
Total Price	\$2850
Special Package Discount	\$ 250
Your Price	\$2600

Any other advertised offer that provides a single price for a bundle that includes an NMAP product will be considered a violation of the Policy.

**24. Q: Would an advertised offer to pay sales tax on an NMAP product advertised at the NMAP price violate the Policy?**

A: Yes. The effective price advertised must be no less than the NMAP price plus any applicable sales tax.

25. **Q: Does the Policy cover ads containing added-value promotional products/services?**
- A: Unless part of a Nikon authorized promotion (e.g., Value Packs, Extended Service Coverage), advertisements containing added-value promotional products/services in connection with the offer of an NMAP product will violate the Policy.
26. **Q: Are there any exceptions to the Policy for advertising in special competitive situations?**
- A: No.
27. **Q: How will Nikon know if a Reseller advertisement violates the Policy?**
- A: Nikon will continuously review off-premise advertising by Resellers.
28. **Q: What happens if an advertisement does not comply with the Policy?**
- A: In the event of an NMAP violation, the Reseller will forfeit its authorization to purchase from any Nikon Authorized Distributor the product depicted in the violating advertisement for a period no shorter than the period during which that product is an NMAP product. The violating advertisement will not qualify for co-op reimbursement.
- In the event of any second NMAP violation, the Reseller will forfeit its authorization to purchase from any Nikon Authorized Distributor the product depicted in that violating advertisement for a period no shorter than the period during which that product is an NMAP product, and, in addition, in Nikon's sole discretion, the Reseller may forfeit its authorization to purchase from a Nikon Authorized Distributor any product in the entire category of product depicted in the violating ad. The violating advertisement will not qualify for co-op reimbursement.
- Nikon will unilaterally make all determinations relating to a violation of the NMAP Policy in its sole satisfaction. There will be no warnings, threats, discussions or appeals.
29. **Q: Under NMAP, what are the consequences to a Reseller if it violates the NMAP Policy, for example, by advertising Coolpix 2000 at a price below NMAP, and later violates NMAP a second time, for example, by subsequently advertising an offer for \$X off Coolpix 5700?**
- A: After the first violation, the Reseller would forfeit its authorization to purchase Coolpix 2000 from any Nikon Authorized Distributor. This deauthorization would last for so long as Coolpix 2000 remains an NMAP product.

After the second violation, the Reseller would forfeit its authorization to purchase Coolpix 5700 from any Nikon Authorized Distributor, and, in Nikon's sole discretion, would also forfeit its authorization to purchase any product in the Coolpix category from any Nikon Authorized Distributor. This means the Reseller would not be permitted to purchase from any Nikon Authorized Distributor any Coolpix product – including the Coolpix 2000, Coolpix 2500, Coolpix 4500, Coolpix 5700, and Coolscan Film Scanners. This deauthorization would last for so long as Coolpix 5700 remains an NMAP product.

**30. Q: Are there any exceptions to the Policy?**

A: No.

**31. Q: What if the Reseller inadvertently advertises using an outdated NMAP price?**

A: It is the Reseller's responsibility to adhere to current NMAP Policy and price lists. The advertisement will violate the Policy if the price offered is less than the current NMAP price.

**32. Q: What if the Reseller's employee or media supplier makes a mistake which results in a violation?**

A: It is the Reseller's responsibility to monitor its own advertising. Nikon may at its sole discretion conduct an individual investigation to determine whether any mitigating circumstances (e.g., printer error) indicate that the violation was unintentional.

**33. Q: What if the failure to comply only involves a one-time typographical or other inadvertent error?**

A: The Reseller is responsible for the correctness of its advertising. Because of the importance of making a unilateral decision, Nikon representatives will not communicate with a Reseller regarding errors. Nikon will determine in its sole discretion whether a violating advertisement should be excused as an error.

**34. Q: What happens if only one retail location of a chain Reseller violates the Policy?**

A: Nikon's determination that an advertisement placed by one retail location or outlet violates the Policy will be applied to the entire chain.

**35. Q: What if one outlet of a multi-store account violates the Policy?**

A: The entire account will be subject to any remedial action taken by Nikon.

- 36. Q: May the Reseller appeal Nikon's decision regarding a violation?**
- A: No. Nikon's decisions will not be appealable or negotiable. Nikon must maintain a unilateral policy and therefore cannot entertain appeals or discussions. For this reason, no employee of Nikon is authorized to discuss such matters with any Reseller.
- 37. Q: What if a Reseller has documented evidence of a violation by another Reseller?**
- A: Nikon assumes sole responsibility for enforcing the Policy, and does not solicit or seek from other Resellers any information about a Reseller's compliance or non-compliance. Nikon's sales representatives are not authorized to accept information from one Reseller relating to an alleged violation by any other Reseller. In the event a Reseller submits such information in writing to Nikon, Nikon will not discuss the alleged violation with that Reseller or otherwise report to that Reseller any action taken as a result of its report.
- 38. Q: What role will Nikon sales representatives play in administering the Policy?**
- A: None. No Nikon representative or agent is authorized to confirm compliance with the Policy. The Reseller is solely responsible for its compliance with the Policy.
- Any statements to the contrary by any Nikon sales representative or agent are expressly unauthorized and disclaimed by Nikon.
- 39. Q: Is a violation of a Nikon embargo date impacted by the NMAP Policy?**
- A: No. The consequences of an embargo date are separate and distinct from the NMAP Policy. Irrespective of compliance or noncompliance with NMAP, any ad that does not honor embargo dates will be viewed as a violation of the 2002 Reseller Cooperative Advertising Program and: (1) will automatically disqualify that advertisement for reimbursement; (2) will cause a cancellation of **all** accrual previously earned in the entire category of product depicted in the violating advertisement; and (3) may, at Nikon's sole discretion, disqualify the Reseller from receiving further supply of the product depicted in the violating advertisement.
- 40. Q: What happens if Nikon employees are found to be improperly discussing any aspect of the Policy with Resellers or otherwise acting beyond their scope of authority with regard to the Policy?**
- A: The Nikon employees will be subject to discipline, which may include dismissal. Remember: Nikon employees may only provide Resellers with

copies of the Policy and the accompanying Questions and Answers. No other discussion or actions by them are permitted.

**41. Q: What happens if the Reseller insists on discussing or negotiating some aspect of the Policy despite the restrictions?**

A: Nikon may view such activities as a violation of the Policy and may withdraw authorization for the Reseller to purchase Consumer Digital Products from any Nikon Authorized Distributor.

**42. Q: How will Nikon notify the Reseller that the Reseller has violated the Policy?**

A: Nikon will provide written notification of the violation to the Reseller, either directly or through a Nikon Authorized Distributor. There will be no warnings, threats, or appeals.

**43. Q: What if the Reseller has questions about the Policy which are not covered in these Questions and Answers?**

A: All questions regarding the Policy and their implementation must be sent to:

[MAPQuestions@Nikon.net](mailto:MAPQuestions@Nikon.net)

Attn: CDP Reseller Administration

OR

MAP Questions  
Attn: CDP Reseller Department  
1300 Walt Whitman Road  
Melville, NY 11747-3064

**Please remember: Nikon employees are not authorized or permitted to discuss or answer questions about the NMAP Policy or its implementation.**



**2002/2003  
AUTHORIZED DISTRIBUTOR RESELLERS  
COOPERATIVE ADVERTISING PROGRAM  
EFFECTIVE JUNE 24, 2002**



**CO-OP ADVERTISING CHECKLIST ENCLOSED**  
*See back page*

# Who Is 1 Eligible To Participate?

All Authorized Distributor Resellers of Nikon Consumer Digital Products are eligible to participate with respect to authorized sales of Nikon Consumer Digital Products. An Authorized Distributor Reseller (Reseller) is a retailer approved by Nikon to purchase Consumer Digital Products from a Nikon Authorized Distributor for resale to consumers.

# 2 Which Products Qualify?

## A. QUALIFYING PRODUCTS

Products that qualify for both the accrual of co-op advertising dollars and advertisement reimbursement include the following "Consumer Digital" products: Coolpix Digital Cameras and Coolscan Film Scanners. Nikon in its sole discretion may add or remove products from the co-op accrual.

## B. NON-QUALIFYING PRODUCTS

The following products are not eligible and do not accrue co-op funds or qualify for reimbursement: all discontinued, closeout, demonstration and used products; and all repair parts.

*Note: Products must be advertised in their original configuration as received from Nikon Inc. to be eligible for reimbursement.*

# How Are Co-op 3 Funds Accrued AND Reimbursed?

## A. ACCRUAL

Resellers earn co-op advertising funds equal to 3% of their purchases of eligible products as listed in Section 2. Co-op advertising funds are not transferable.

## B. ACCRUAL AND ELIGIBLE ADVERTISING PERIOD

Co-op funds will be accrued on a quarterly basis during the period from July 1, 2002 through March 31, 2003. All funds accrued must be used within three months from the end of the quarter in which they were accrued.

Co-op funds accrued under this Program for the purchase of Coolpix Digital Cameras and Coolscan Film Scanners accrue as "Consumer Digital" co-op funds and may only be used to advertise qualifying Consumer Digital Products identified in Section 2.

## C. AMOUNT OF REIMBURSEMENT

Nikon shall reimburse its Resellers up to a maximum of 100% of the cost of eligible advertising, not to exceed the Reseller's total co-op accrued during the quarter. Reimbursement will be provided for the cost of advertisement space and/or air-time only, and not for production charges, agency commissions or other costs.

## D. EMBARGO DATE COMPLIANCE

All advertising of qualifying products must comply with any advertising embargo dates established by Nikon from time to time. Any advertisement that does not honor embargo dates will be viewed as a violation of this Program and: (1) will automatically disqualify that advertisement for reimbursement; (2) will cause a cancellation of all accrual previously earned in the category of product depicted in the violating ad; and (3) may, at Nikon's sole discretion, disqualify the Reseller from receiving further supply of the product depicted in the violating ad.

## E. ADVERTISING OF NIKON-SPONSORED CONSUMER PROMOTIONS

Nikon will not share in the cost of advertisements containing references to Nikon-sponsored consumer promotions which do not conform to Nikon's promotional guidelines or eligibility dates.

## F. CO-OP ADVERTISING STATEMENT

Resellers will be provided with a co-op advertising statement showing the amount of all applicable co-op funds accrued during the prior quarter, including any deductions made against the accrued funds. Consumer Digital funds may only be used to advertise eligible Consumer Digital Products. The co-op advertising statement reflects the qualifying purchases and co-op advertising funds only for the Reseller whose name appears on it. Co-op advertising funds are not transferable and must be used during the eligible advertising period indicated in Section 3.

## G. DEADLINE FOR CLAIM SUBMISSION

All claims must be submitted for reimbursement within sixty (60) days of the date of the advertisement to qualify for reimbursement. All claims should be submitted to Nikon Reseller Co-op, c/o Advertising Checking Bureau, P.O. Box 613318, Memphis, TN 38101.

## H. LOSS OF AUTHORIZED DISTRIBUTOR RESELLER STATUS

If an Authorized Distributor Reseller loses its Authorized Distributor Reseller status for any reason, all unused co-op funds are cancelled and may not be used for any purpose. Only advertisements which ran during the period when a Reseller had authorized status are eligible for co-op reimbursement, provided all other requirements of this Program are fulfilled.

# What Are The 4 Requirements FOR Nikon NMAP And Nikon "Regular" MAP Advertising?

## A. WHAT IS NMAP?

NMAP is a minimum advertised price policy for a select group of newly introduced products.

## 1. Which Products Are Covered by NMAP?

The NMAP Policy applies to Coolpix 2000, Coolpix 2500, Coolpix 4500 and Coolpix 5700. Additional products will qualify as specified in writing by Nikon from time to time.

## 2. What are the NMAP Rules?

NMAP requires that any advertisement containing a Nikon product listed on Nikon's current CDP Minimum Advertised Price List must adhere to the following two rules:

1. For all media, other than the Internet, the advertised offer must specify a price not less than NMAP or provide no price reference at all. For Internet advertising, a price not less than NMAP must be shown at all levels above the shopping cart. Advertisements do not qualify for reimbursement if they include any language or graphics that suggest that an eligible product is being offered for sale at a price less than NMAP.

### AND

2. The price or value of the Nikon NMAP product is not directly or indirectly promoted as less than NMAP by combining it with other products offered in the ad.

*Note: All advertising on the Internet is subject to this NMAP Policy. Internet advertising means any product description at any level above the "shopping cart" on any website page (e.g., banner advertisements, broadcast emails, destination pages, third-party sites, CD-ROM).*

*Note: Failure of the NMAP product portion of a multi-product advertisement to adhere to the preceding requirements will result in disqualification of the entire ad.*

*For a complete listing of current NMAP products and co-op eligible pricing, please refer to the latest CDP Minimum Advertised Price List. The NMAP Policy may apply to additional products as specified in writing by Nikon from time to time.*

# What will Happen If [5] Nikon NMAP Is Violated?

## A. NMAP VIOLATION/DISQUALIFICATION PERIOD

In Nikon's sole determination that a Reseller has advertised a product in violation of NMAP, the Reseller will forfeit: (1) reimbursement for the violating advertisement; and (2) its authorization to purchase the product depicted in the violating advertisement for a period no shorter than the period during which that product is an NMAP product.

In Nikon's sole determination that the Reseller has on a second occasion advertised a product in violation of NMAP, the Reseller: (1) will forfeit reimbursement for the violating advertisement; (2) will forfeit its authorization to purchase the product depicted in that violating advertisement for a period no shorter than the period during which that product is an NMAP product; and (3) may, in addition, in Nikon's sole discretion, forfeit its authorization to purchase any product in the entire category of product depicted in the violating ad.

Nikon shall at all times retain total discretion concerning whether and to what extent it is willing to authorize the sale of its product to any Reseller. Nikon, in its sole discretion, will make all determinations concerning whether there has been a violation of NMAP. There will be no warnings, threats, discussions or appeals.

## B. RESUBMISSION POLICY

Any advertisement which is disallowed for any of the reasons cited in Section 4 may not be resubmitted for reimbursement at a later date. If resubmitted, the Reseller may be subject to a \$50 service charge to cover the cost of administrative services.

# [6] Which Media Are Covered?

## A. PRINT MEDIA

All Publications (e.g., newspapers, newspaper inserts, weekly circulars, magazines, periodicals and other print media) that are either listed in Standard Rate and Data Service or that have rate and circulation information that can be verified by ACB or Nikon; Direct Mailers (e.g., flyers and newsletters); and Preprinted Materials (e.g., posters, brochures, preprinted or "in-box" inserts and facsimiles) qualify for reimbursement provided they comply with the Print Media Requirements listed below.

### Print Media Requirements

1. The advertisement must specify the date of publication or distribution.
2. Except as stated in Section 4, if the advertisement features a combination of camera, lens and accessories, all components must be Nikon products, unless featuring a Nikon approved promotion (such as a CompactFlash™ card).
3. The advertisement must prominently feature the official Nikon logo (see illustration provided) in a size not smaller than provided in the Nikon dealer advertisement materials. Any advertisement not containing the required logo will be disqualified in its entirety.

**Nikon**

4. The advertisement must illustrate the advertised Nikon product(s) using the art that is supplied in the Nikon dealer advertisement materials or art of equal or higher quality that has been approved by Nikon.
5. The advertisement must include for each Nikon product: (a) the Nikon product name, and (b) a minimum of one line of descriptive copy about the product as provided in the Nikon dealer advertisement materials for that product.

6. If advertising any Nikon product which is sold both within and outside of North America under the same name, the advertisement must include the following statement: "Nikon Inc. limited warranty included." (Note: All Coolpix Digital Cameras and Coolscan Film Scanners advertising require this statement.)

7. The advertisement must not be deceptive or unlawful in any manner.

8. If Nikon products are featured as part of a multiple manufacturer ad, each Nikon product must be clearly separated and distinguished from the other manufacturers' products. Reimbursement will be made only for the portion of the advertisement devoted to the eligible Nikon product.

9. If the advertisement is a Direct Mailer, at least 50% of the printed advertisements must be mailed, and verification of the mailing must be provided.

10. Any advertisement or portion of an advertisement containing a product line listing which does not comply with all Print Media Requirements and the NMAP Policy, if applicable, is not eligible for reimbursement.

#### **B. BROADCAST**

All commercial broadcasts with an FCC license (i.e., radio, television or cable television) are subject to this Program and qualify for reimbursement provided:

1. Only actual air-time cost will be eligible for reimbursement. Talent, production and agency fees are not eligible.

2. Only commercials that feature Nikon products exclusively will qualify. Ads containing competitive products will not qualify for reimbursement.

3. In a 30-second commercial, Nikon must be mentioned a minimum of four times and in a 60-second commercial, Nikon must be mentioned a minimum of six times. The Nikon portion must be at least 60% of the total advertisement content.

4. If advertising any Nikon product which is sold both within and outside of North America under the same name, the advertisement must include the following statement: "Nikon Inc. limited warranty included." (Note: All Coolpix Digital Cameras and Coolscan Film Scanners advertising require this statement.)

5. ANA/RAB documentation is required for radio advertising. ANA/TVB documentation is required for television advertising. ANA/CAB documentation is required for cable television advertising. Samples of necessary documentation are available from Nikon upon request.

#### **C. ADVERTISING BY MAIL ORDER CATALOG RETAIL DEALERS AND RESELLERS**

All Mail Order Catalog advertisements qualify for reimbursement only if they comply with the Mail Order Catalog Print Requirements listed as follows:

#### **Mail Order Catalog Print Requirements**

1. The advertisement must specify the date of publication or distribution.

2. Except as stated in Section 4, if the advertisement features a combination of camera, lens and accessories, all components must be Nikon products, unless featuring a Nikon approved promotion (such as a CompactFlash™ card).

3. The advertisement must prominently feature the official Nikon logo. Any advertisement not containing the proper logo will be disqualified in its entirety.

4. The advertisement must illustrate the advertised Nikon product(s) using the art that is supplied in the Nikon dealer advertisement materials or art of equal or higher quality that has been approved by Nikon.

5. The advertisement must include for each Nikon product: (a) the Nikon product name, and (b) a minimum of one line of descriptive copy about the product as provided in the Nikon dealer advertisement materials for that product.

6. If advertising any Nikon product which is sold both within and outside of North America under the same name, the advertisement must include the following statement: "Nikon Inc. limited warranty included." (Note: All Coolpix Digital Cameras and Coolscan Film Scanners advertising require this statement.)

7. The advertisement must not be deceptive or unlawful in any manner.

8. If Nikon products are featured as part of a multiple manufacturer ad, each Nikon product must be clearly separated and distinguished from the other manufacturers' products. Reimbursement will be made only for the portion of the advertisement devoted to the eligible Nikon product.

9. A Mail Order Catalog may include line listings for no more than 5 products as part of a Nikon product advertisement so long as the advertisement complies with all Mail Order Catalog Print Requirements and the NMAP Policy, if applicable.

#### **D. SHOPPING BAGS AND PROMOTIONAL ITEMS**

Resellers may use available co-op advertising funds to purchase through the Nikon Promotional Items Program shopping bags and other promotional items which are imprinted with the Nikon logo. Items acquired with co-op funds are to be used as free giveaways to customers and may not be offered for sale. Reseller purchases of Nikon promotional items using 2002/2003 co-op funds shall not exceed \$1,000.00.

Order forms for Shopping Bags and Promotional Items can be obtained from your Nikon Sales Representative or by calling the Nikon Communications Department at (631) 547-4384. Once completed, mail the form to:

Nikon Inc.  
Communications Department  
1300 Walt Whitman Road  
Melville, NY 11747-3064

or fax orders to: (631) 547-8518

*Note: Phone orders will NOT be accepted.*

When using your co-op advertising funds for any items listed as promotional, a letter on your business stationery must accompany your order stating that the promotional items requested will not be sold to your customers but used as free giveaways. Your letter must accompany the Promotional Items Order Form. Nikon reserves the right to limit quantities.

A Nikon Fund Adjustment Memo will be issued for all shopping bags and promotional item orders. The amount of the order will then be automatically deducted from your available co-op advertising funds after the order has been shipped by Nikon Inc.

*Note: Shopping bags obtained from a source other than Nikon are not eligible for co-op reimbursement.*

## E. ALTERNATIVE MEDIA

In addition to the listed media, Nikon will consider written requests to use alternative media (e.g., billboards, photo show advertising or any other reasonable advertising format not listed in this Program). A request must be submitted to: Nikon Reseller Co-op, c/o Advertising Checking Bureau, P.O. Box 613318, Memphis, TN 38101. To qualify for co-op reimbursement, the advertisement must be published as approved and otherwise comply in all respects with this Program.

# What Are Your 7 Reimbursement Procedures?

## A. CLAIMS SUBMISSION

Within sixty (60) days following the date of advertisement or promotional activity, you must submit:

**Publications:** Full-page original tearsheet from publication, newspaper or entire magazine checking copy, accompanied by an invoice reflecting the entire space cost at your lowest contract rate (or in the case of a newspaper insert, an invoice reflecting the newspaper's insert and distribution charges), less all discounts. All tearsheets and invoices must contain the name of the publication and specify the date and size of the ad.

**Preprinted Materials:** Complete copy of printed piece and paid printer's invoice (which lists the quantity printed and total net cost).

**Direct Mailers:** Complete copy of printed piece, paid printer's invoice (which lists the quantity printed and total net cost), and proof of mailing of at least 50%.

**Broadcast Claims:** The station invoice reflecting the entire cost at your lowest contract rate, less all discounts, accompanied by a notarized script

displaying the ANA/RAB documentation for radio, ANA/TVB documentation for television and ANA/CAB documentation for cable television.

**Mail Order Catalog Advertisements:** Copy of pre-approved insertion order, copy of the mail order catalog, proof of distribution specifying total circulation, and proof of the total net cost of the advertisement.

**Promotional Item Claims:** Reseller purchases of all Nikon promotional items shall not exceed \$1,000.00. Any billed amount which exceeds the \$1,000.00 maximum is the responsibility of the Reseller.

**Alternative Media:** Use of alternative media requires prior written approval from the ACB. Alternative media claims which have not received prior approval from Nikon may be disallowed.

*You must send all claims with all appropriate documentation to: Nikon Reseller Co-op, c/o Advertising Checking Bureau, P.O. Box 613318, Memphis, TN 38101.*

*Note: Deductions from your available co-op funds will be made automatically.*

*Note: A memo bill is not acceptable as proof of advertisement cost unless the amount listed is your final cost, including all discounts and rebates.*

## B. CLAIM PROCESSING

After receipt, audit and approval of a claim containing proper documentation, Nikon will issue reimbursement for the claim based on the most current accrual information available. Should the approved cost exceed the co-op funds accrued, Nikon will automatically issue further reimbursement for any unpaid balance when you have accrued additional funds as noted on the quarterly co-op advertising statement. Please allow three to four weeks for processing.

All unauthorized deductions will be charged back immediately and/or will be charged against future accrued funds. (Please refer to the Federal Trade Commission's Guide for Advertising Allowances and Other Merchandise).

*Note: Nikon reserves the right to modify or terminate this Program, in its sole discretion, at any time upon notice.*

# NIKON CO-OP ADVERTISING CHECKLIST

To ensure eligibility for co-op reimbursement, your advertisement must include the following:

For Print Media (*Publications, Preprinted Materials and Direct Mailers*)

- ✓ Illustration of each product being advertised, including the product name.
- ✓ At least one line of descriptive copy about each product being advertised.
- ✓ The official Nikon logo.
- ✓ The "Nikon Inc. limited warranty included" statement if required by the products being advertised. (Refer to Section 6A, #6 of the Program for a complete listing of the products that require this statement.)
- ✓ If the product(s) being advertised are identified on Nikon's current CDP Minimum Advertised Price List, the advertised prices and advertisement content must conform to the Program, including NMAP.
- ✓ All Direct Mailers must be dated.

## Required Documentation

- ✓ Full-page original dated tearsheet of each Publication advertisement claimed: complete original copy of each Direct Mailer or Preprinted Materials claimed.
- ✓ Publication or printer's invoice.
- ✓ Proof of distribution for all Direct Mailer claims.

## For Mail Order Catalogs

- ✓ Illustration of each product being advertised, including the product name.
- ✓ At least one line of descriptive copy about each product being advertised.
- ✓ The prominent display of the official Nikon logo.
- ✓ The "Nikon Inc. limited warranty included" statement if required by the products being advertised. (Refer to Section 6C, #6 of the

Program for a complete listing of the products that require this statement.)

- ✓ If the product(s) being advertised are identified on Nikon's current CDP Minimum Advertised Price List, the advertised prices and advertisement content must comply with all provisions of this Program, including NMAP.
- ✓ All Catalogs must be dated.
- ✓ The advertisement must include line listings for no more than 5 products as part of Nikon product advertisement and must comply with all Mail Order Catalog Print Requirements and the NMAP Policy, if applicable.

## Required Documentation

- ✓ Copy of the Mail Order Catalog.
- ✓ Proof of distribution specifying total circulation.
- ✓ Proof of the total net cost of the advertisement.

## For Broadcast Ads (*Radio/Television*)

- ✓ Advertisement content must be exclusively Nikon. (No competitive products can be featured.)
- ✓ Nikon name must be mentioned a minimum of four times in a 30-second spot, six times in a 60-second spot. Nikon portion must be 60% of total advertisement content.
- ✓ The "Nikon Inc. limited warranty included" statement if required by the products being advertised. (Refer to Section 6B, #4 of the Program for a complete listing of the products that require this statement.)

## Required Documentation

- ✓ Complete copy of notarized script.
- ✓ Station invoice.

For eligibility requirements on additional media options not listed above, please refer to the Program itself.

*The preceding checklist has been provided as a quick review of advertising requirements for the most commonly used forms of media. Prior to placing any advertisement for a Nikon product, please be sure to completely review the entire Program.*

## FOR QUESTIONS, CONTACT:

1. For questions about the Cooperative Advertising Program please call:

ACB Nikon Account Specialist  
TOLL FREE (877) 378-6528

2. Send all questions about NMAP to:

MAPQuestions@Nikon.net  
Attn: CDP Reseller Administration  
OR

MAP ADMINISTRATOR  
Attn: CDP Reseller Department  
Nikon Inc.  
1300 Walt Whitman Road  
Melville, NY 11747-3064

*Note: Nikon reserves the right to modify or terminate this Program, in its sole discretion, at any time upon notice.*

**Nikon.**  
WE TAKE THE WORLD'S  
GREATEST PICTURES. YOURS.

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