

ADC ALERT

Volume 115, Issue 07

10/12/2015



MARK YOUR CALENDARS

BOARD OF DIRECTORS AND GENERAL MEMBERSHIP MEETING TUESDAY, October 27, 2015



Monroe Township

2 Matrix Drive
Monroe Twp., NJ 08831
Lunch Served at 12 noon.
Board Meeting Begins at 12:30 p.m



If you cannot attend the Board Meeting in person, you are encouraged to attend via conference call*. The General Membership meeting will follow immediately after the Board meeting where Black Friday specials will be reviewed.

*For Conference call information, please email Sue at adc@adc.coop no later than Friday, October 23rd.

PITTSBURGH GENERAL MEMBERSHIP MEETING THURSDAY, October 29, 2015

135 Solar Drive
Imperial, PA 15126
Lunch served at 12 noon
Meeting Begins at 12:30 p.m.
Black Friday Specials will be reviewed.



YOU CAN COUNT ON US!!!

This is confidential information intended only for the use by ADC's members, and any member who copies, distributes, or otherwise discloses such information shall be subject to suspension or termination of membership privileges, and may be subject to additional legal action as appropriate

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ADC Alert

GENERAL INFORMATION
October 2015

DATES TO REMEMBER

ADC'S OFFICE AND WAREHOUSES WILL BE CLOSED:



THURSDAY, November 26th for Thanksgiving



FRIDAY, December 25th for Christmas



FRIDAY, January 1st for New Year's Day

ADC Alert

INVENTORY UPDATES October 2015

October 2015 EOMS

PLEASE CHECK YOUR OWNER'S EMAIL FOR THE MOST RECENT LISTING OF EOM'S.
Specials updates are emailed everyday to the Owner's email.

ORDER ALLOCATION:

Even though ADC has a policy of First come-first serve, we run into situations that calls for allocation of orders so more members can get merchandise. ADC does allocate such orders based on availability of the models.



DURAFLAME ELECTRIC FIREPLACE/HEATER

ADC MODEL: DFS55020 - ADC DECK: \$52.00

Brand: Duraflame

Model: DFS-550

Stove works with or without heat

400 sq. ft. heating capacity

Remote Control

CTL Approved

Dimensions: 22.2"W x 14.60"D x 25.80"H



WEBER

Attached is the 2016 Weber Map letter and policy that took effect 10/08/15

ADC Alert

INVENTORY UPDATES
October 2015

NATIONWIDE PROMOTIONS

All Nationwide Promotions (rebates and consumer finance codes) are available to all ADC/NECO dealers on the Nationwide website: www.nationwidemember.com. This website is also password protected. If you do not have your username and password, please contact Arti or Vikki @ 609-235-1000.

Clearance Center (SDCC)
Have you checked out your clearance center lately?
Tremendous values on many discontinued models.
Limited quantities, first come basis.



Brand Consumer Instant Rebates *****Limited to ADC Inventory*****

Brand Consumer Instant Rebate information will no longer be listed in the Alert, but will be emailed directly to all Dealer Principals / Owners.



October 1, 2015

Valued Weber Customer,

Re: Weber Minimum Advertised Price Program

In 2011, Weber-Stephen Products LLC ("Weber") introduced an updated Minimum Advertised Price ("MAP") Program. The Program contained important changes from Weber's prior MAP program. The updated Program has been a success thanks to your support, which we greatly appreciate. Based on our experience over the past three years, Weber decided (within its discretion) to update and clarify the MAP Program, and a copy of the updated Program with Guidelines is attached. For your quick reference, please note the following revisions:

1. Model numbers of Weber® Grills should still be used in all advertising. However the Weber "part number" is no longer required. (See Guideline No. 2).
2. The Guidelines clarify the use of "free" propane tank exchange promotions. As in the case of other "free" service offers (delivery and assembly), the advertisement of a "free" propane tank fill or exchange is not a MAP violation as long as no value is attached to the promotion. If a value of the "free" refill or exchange is advertised, Covered Products or WEBER must be excluded. Language such as "may not apply to all brands" is acceptable as long as it complies with applicable law. (See Guideline No. 5).
3. "Free" gift cards with a purchase of a Covered Product are not permitted (whether the gift card is sponsored by the customer or a third party). (See Guideline No. 9).
4. Universal sale promotions (e.g. all items 20% off) which cover all items in a store are consistent with the MAP Program. Weber has clarified that certain exclusions from a sale promotion (such as government fees) do not make the promotion a MAP violation. However, if the promotion excludes any brands or branded categories, it should also exclude WEBER products. (See Guideline No. 10).
5. Universal coupons (printed or online) which cover all products are consistent with the MAP Program. As in the case of sales promotions, Weber has clarified that certain exclusions from a coupon offer (such as government fees) do not make the coupon a MAP violation. If a coupon excludes any brands or branded categories, it should also exclude WEBER products. (See Guideline No. 11).
6. "No tax" promotions continue to be acceptable under the MAP Program. However, the payment of "double tax" or other enhancements is a MAP violation. (See Guideline No. 14).
7. The Guidelines clarify that "bucket" promotions (for example, every product which fits into a bucket or other container is 20% off) are a MAP violation. (See Guideline No. 15).
8. Programs or promotions which offers x% off any product with a stated advertised price (e.g. \$20 off any grill \$399 or more) is understood to exclude all products less than the stated amount (\$398 or less) and must exclude the Covered Products or WEBER. (See Guideline No. 16).

We do encourage you to provide us with proposed advertisements prior to going to print, so that we can provide guidance regarding MAP compliance.

If you have any questions, please contact your local Weber representative, our MAP Administrator, or me.

Thanks again for supporting our MAP Program. We look forward to a successful 2016!

Dale Wytiaz
President - Americas



Weber-Stephen Products LLC Minimum Advertised Price ("MAP") Program

Effective Date: October 1, 2015

Issue Date: October 1, 2015

Purpose

For over fifty years, Weber-Stephen Products LLC ("Weber") has invested a substantial amount of time and money advertising its iconic WEBER brand grills and accessories in the United States ("Weber Products"). In addition, Weber has invested heavily in Research & Development and positioned its Weber Products as high-end with premium features and benefits that Weber customers desire and seek out. Weber offers substantial warranties on Weber Products and has a robust Customer Service team that provides warranty support, spare parts, advice and other support for all Weber customers. Weber also developed a popular WEBER application which provides recipes and other information relevant to grills.

In addition, Weber believes, and it has been consistently demonstrated, that the successful sale of Weber Products involves a deep understanding of the features and benefits of the various Weber Products and a commitment to enhancing the consumer's outdoor cooking experience. We support our retailers' efforts to do so with training programs including Grill Academies, on-line support and other activities to create a staff knowledgeable in the Weber Product line. The Weber MAP Program is designed to protect the premium value of Weber Products and protect investments made by Weber and its retailers.

In addition to this MAP Program, Weber will continue its cooperative advertising program, which provides qualified retailers with support for their efforts to advertise and promote the Weber brand and Weber Products, in compliance with the MAP Program guidelines and the terms and conditions of the cooperative advertising program. The Weber MAP Program applies to all Weber distributors, dealers and resellers of Weber Products ("Resellers").

Summary of Program

Weber has adopted, in its business judgment, the MAP Program set forth in this communication. The MAP that corresponds to each of the Weber Products covered by this Program ("Covered Products") is described in Weber's then-current MAP Schedule (as defined herein). A violation of this Program occurs when a Reseller advertises a Covered Product below its MAP. The Weber MAP Program applies only to advertised prices and does not relate to the actual sales price of any Weber Product. Resellers are free to set the selling price of Weber Products. Weber does not seek any person's agreement on minimum selling prices and no representative of Weber or employee is authorized to negotiate or accept any agreement on minimum selling price.

Applicable Media

The Weber MAP Program applies to traditional media such as flyers, posters, coupons, mailers, inserts, circulars, newspapers, magazines, catalogs, mail order catalogs, television and radio. The Weber MAP Program also applies to internet and internet related electronic media such as banners or other online ads and coupons, email newsletters, email solicitations, Reseller websites and third party websites. Any price information relating to the Covered Products on an internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this Program. Automated email responses to customer pricing requests are also considered advertising. Any prices shown in the shopping cart on a Reseller's Website are considered advertised prices and subject to this Program until the consumer is committed to purchase the Covered Product. Emails sent in response to specific customer inquiries about a particular Covered Product are not considered advertising nor is a phone number or hot line set up to provide verbal responses to specific customer inquiries about pricing.

The Weber MAP Program is not applicable to any in store advertising that is displayed only in the store and is not distributed to any customer(s) other than while the customer is visiting a physical store. For example, the MAP Program does not apply to shelf talkers, price tags or in store displays. However, advertising any of the Covered Products below MAP on exterior store banners or outwardly facing window displays is a violation of the MAP Program.



Enforcement

Resellers advertising a Covered Product below its MAP set by Weber will be subject to (i) loss of accrued cooperative advertising dollars, termination from the Weber cooperative advertising program for the balance of the current Weber fiscal year and loss of discretionary marketing funds for the first offense and (ii) termination (indefinitely) of buying privileges for Weber Products for the second offense (or the first offense in the event the Reseller is not party to the Weber cooperative advertising program). Weber reserves the right to determine whether a violation of the MAP Program has taken place, the process for addressing a violation, and the remedy for such a violation; it will do so in its sole and absolute discretion and independent judgment.

Guidelines

1. Each Covered Product must be advertised at its MAP or higher. Weber will publish a “Minimum Advertised Price List” (“List”) which identifies all Covered Products and will update it on an annual basis. Weber reserves the right to modify the MAP List at any time with advance notice.
2. In order to permit identification of the specific Covered Product in an advertisement, the Weber model numbers must be shown when advertising Covered Products. An example of a model number is “Genesis® E-330”. Weber item numbers do not need to be shown. An example of an item number is “6531001”. For Covered Products which are WEBER gas grills, LP or NG models must be specified when MAP is different for such models. For Covered Products which are WEBER charcoal grills or smokers, the size of the Covered Product (e.g. 18in; 22in; 26in) must be specified when the MAP is different for such models.
3. In the absence of any printed advertised price, Weber assumes the Covered Product to be at MAP.
4. Assembly and free delivery service offers are acceptable discounted offers that will not be considered as lowering the advertised price below MAP. However, advertising a price for these services and then showing the value of these services as free or discounted is a violation of the MAP Program if the advertised value of these services implies a price lower than MAP.
5. The offer of a “free” propane tank refill or exchange service with the purchase of a Covered Product is an acceptable discounted offer that will not be considered as lowering the advertised price below MAP. However, advertising a value for the refill or exchange service and then showing the value of the refill or exchange service as “free” or “discounted” is a violation of the MAP Program if the advertised value of the services implies a price lower than MAP. If the value of the tank refill or exchange is advertised, and implies a price lower than the Covered Product(s)’ MAP, the Weber products must be excluded, by name, or with language such as “may not apply to all brands” or “certain exclusions apply” or similar language. Any such exclusions should comply with applicable law.
6. If local law requires that the value of a “free” service must be disclosed in an advertisement, the Covered Products or Weber must be excluded per Guideline No. 5.
7. Offers of multiple tank refills or exchanges are a violation of the MAP Program even if no value to the services is attached.
8. For bundled product advertising, Resellers may not offer implied savings below MAP, whether or not the price of both products is listed. Among other things, this includes advertising a free gift at the point of sale or a discount of any product (Weber or other products) to a customer who is buying a Covered Product advertised at its MAP. Any “gift with purchase” promotions must exclude Covered Products. A “gift with purchase” program includes the offer of a “free tank” (as opposed to a refill or exchange).
9. Any free “gift card with purchase” promotion (which includes Covered Products) is a violation of the MAP Program, whether the gift card is offered by the Reseller, or a third party.
10. A storewide sales program which applies to every item in the store (no exceptions or exclusions) is not a MAP violation. Such a storewide sales program may exclude services, government fees, license fees and /or lottery tickets and not be a MAP violation. A department wide sales program (e.g. grill department) is a MAP violation, unless Covered Products are excluded.
11. Coupons that offer discounts or sale prices and which apply to all products in the store or e-commerce site are not a MAP violation (e.g. 20% coupon off any product). Such a coupon may exclude government fees, license fees and/or lottery tickets and not be a MAP violation. If such a coupon excludes any branded product category (e.g. paint, clothes, hardware etc.) or specific brands, it must also exclude the Covered Products.
12. A store program or offer that (i) does not specifically mention Weber products and (ii) applies to every product that a retailer sells subject to exceptions noted below; and (iii) relates to a store credit card, is not considered a MAP violation. For example, a program that gives consumers x% off on all purchases made with a retailer’s credit card would not be a violation of the Weber MAP Program, as long as Weber is not specified. Such a program or offer may exclude services, government fees, license fees and/or lottery tickets and not be a MAP violation. If a Reseller has a store program or offer for a store credit card that excludes categories or brands, then that program or offer must also exclude the Covered Products or Weber.



13. A “price matching” program that applies to all of the products offered by a Reseller and does not specifically mention Weber is not considered a MAP violation. For example, if a Reseller has a universal program that matches competitive prices for all items available in the store, it would not be a MAP violation. If, however, a Reseller has a price matching program which is not universal, i.e. it excludes certain products, then that price matching program must also exclude the Covered Products. Resellers should use statements such as “excludes Weber products” or “does not apply to Weber products” in this situation.
14. “No tax” promotions which include Covered Products (i.e. promotions wherein consumers do not pay sales tax) are deemed permissible if the Covered Products are advertised at MAP (price must be shown) and the tax savings does not effectively lower the sale price of the Covered Product below MAP. Any “no tax” promotions should otherwise comply with local law. “We pay double (or other increment) tax” promotions (which include Covered Products) are MAP violations.
15. A program or promotion where a consumer receives a discount off all products which can fit in a bucket, bag or other container must exclude the Covered Products or Weber.
16. An advertisement which offers x% off Covered Products above a certain price, and therefore excludes certain Covered Products, must exclude the Covered Products. For example, an advertisement which offers a discount for all grills “\$399 or less” must exclude all Covered Products or Weber.
17. Discontinued Weber Products can only be removed from the MAP Schedule and the MAP Program by Weber. A decision by Weber to discontinue any specific Product does not necessarily mean that the discontinued Product is no longer subject to the MAP Program. Weber may, in its discretion, lower the MAP of a discontinued item to FOB pricing, or any other price, or remove the Covered Product from the MAP Program altogether.
18. The Weber MAP Program applies to all activities of a Reseller and/or any corporate name, d/b/a or assumed name and also applies to a “brick & mortar” Reseller who operates (directly or indirectly) a website or other Internet site under the same or a different name.
19. A Reseller who was terminated from the Co-Operative Advertising Program or a Reseller who lost buying privileges because of a MAP violation may, at Weber’s discretion, be reinstated.
20. Weber reserves the right to change, modify or discontinue the terms of the MAP Program at any time within its sole discretion.
21. Weber’s interpretation of the MAP Program and its application and remedies shall control.

Confidential

The terms of the Weber MAP Program are confidential and Resellers should not discuss the Program with, or disclose the Program to, any third parties.

Questions and Communications

All questions regarding the application, interpretation or enforcement of the Program should be directed to:

MAP Administrator
Weber-Stephen Products LLC
200 East Daniels Road
Palatine, IL 60067

MAP@weberstephen.com