



MINIMUM ADVERTISED PRICE POLICY
Effective May 15, 2023
U.S. Only

In establishing our Minimum Advertised Price Policy (“the Policy”), ZELTIQ® seeks to protect each of our customers’ investment in CoolSculpting® procedures and to maintain the value of the CoolSculpting family of brands, trademarks, and trade names. ZELTIQ’s Policy aims to maintain integrity and brand equity by emphasizing the value and quality of CoolSculpting through advertising and marketing efforts.

Policy Coverage: ZELTIQ is adopting this Policy unilaterally, and ZELTIQ will uniformly enforce the Policy for all customers who own or operate a CoolSculpting and/or CoolSculpting® Elite System. Each customer is free to establish the price they charge per treatment using the CoolSculpting and/or CoolSculpting Elite Systems. ZELTIQ neither solicits, nor will it accept any assurance of compliance with this Policy. Nothing in this Policy or in any other contract or agreement with ZELTIQ shall constitute an agreement between ZELTIQ and the customer that the customer will comply with this Policy. ZELTIQ is not seeking agreement from any customers to adhere to this Policy. It is entirely within the discretion of the customer whether to comply or not to comply with this policy.

Policy: This Policy applies to all advertisements of CoolSculpting and/or CoolSculpting Elite treatments in all media, including and without limitation to: emails, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, paid search, social media, internet or similar electronic media, television, radio, and public signage. A specific price per individual treatment or dollars off per individual treatment cannot be included in advertising. Competitive statements such as or similar to “will beat any advertised price” or “lowest price guaranteed” will also be considered inconsistent and not in compliance with the Policy. Resale or transfer of CoolSculpting and/or CoolSculpting Elite consumables to a third party is a violation of this Policy.

CoolSculpting and CoolSculpting Elite advertisements must comply with these requirements to be compliant with the Policy:

- All calculations will be based on a per treatment MSRP of \$800.
- All packages of four (4) or more treatments must clearly indicate within the advertisement how many treatments are included in the treatment package. If the number of treatments is not included in the advertisement, it will be assumed that the advertisement refers to fewer than four (4) treatments.
- When offering a package:
 - The percentage discount included cannot be greater than the percentage indicated in the table below according to the treatment package size.
 - The minimum treatment price advertised cannot fall below the price indicated in the table below according to the treatment package size.
 - You can now advertise dollars off on a package or a dollar value of a specific package.
 - Offers must meet the percentage and calculated advertised treatment price below.
 - ie, BOGO on 8 treatments or more is a valid offer

	4-5 Treatments (Cycles)	6-7 Treatments (Cycles)	8 or More Treatments (Cycles)
Percentage Off	25%	35%	50%
Advertised Treatment Price (Based on calculation)	\$600	\$520	\$400

- On treatment packages of four (4) or more treatments, the percentages off and total treatment package price in the advertisements cannot be combined with any other CoolSculpting promotion, discount, or offer. However, it can be combined with Allē promotions that include CoolSculpting, CoolSculpting Elite, or CoolTone.
- Practices may only advertise that financing is available, but no pricing, discounts, or rates may be advertised in association with financing unless it is advertised in conjunction with a treatment package of 8 or more treatments.
 - Do NOT advertise: “Get CoolSculpting for as little as \$99 a month with financing” or “with financing, a CoolSculpting treatment is as low as \$79”
 - Do advertise: “Get 8 CoolSculpting treatments for as little as \$3200. With our financing, your monthly payment could be as low as \$139 a month.”

The Policy may be adjusted from time to time at ZELTIQ’s sole discretion.

Policy Compliance: Customers in compliance with this Policy will receive a fifty percent (50%) discount off the list price of the consumables purchased during the period of their compliance as defined below. This Policy and any customer's eligibility for the discount are determined at the sole discretion of ZELTIQ and subject to change. The discounted consumable prices are:

Cards	List Price	Discounted Price
CoolSculpting Elite Single (20 treatments)	\$5,200	\$2,600
CoolSculpting Elite Single (50 treatments)	\$13,000	\$6,500
CoolSmooth™ Card, CoolSmooth Pro™ Card (24 treatments)	\$6,000	\$3,000
CoolMini® (24 treatments), CoolAdvantage™ (24 treatments), and CoolAdvantage Petite™ Card (24 treatments)	\$7,200	\$3,600
CoolAdvantage Plus™ Card (16 treatments)	\$10,400	\$5,200

Compliance with this Policy shall be determined by ZELTIQ in its sole discretion and judgment. ZELTIQ will not accept any communication from any customer whom ZELTIQ has determined is in violation of or has violated this Policy, regarding the violation(s) itself or the willingness of the customer to comply with the Policy in the future.

Failure to adhere to this Policy may result in the customer (i) forfeiting all or a portion of the discount, (ii) being removed from or deemed ineligible for the CoolSculpting® Rewards Program. ZELTIQ also reserves the right to stop supplying consumables to any customer who is in violation of this Policy.

Policy Modification: ZELTIQ reserves the right at any time to modify, suspend, or discontinue this Policy in whole or in part, or to designate promotional periods during which the terms of the Policy change, or to designate periods of time during which the Policy is not applicable. ZELTIQ SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.