



Kelley Blue Book[®] **Price Advisor**

**Kelley Blue Book[®] Price Advisor
Participating Dealer
Advertising Requirements
April 17, 2017**

PRICE ADVISOR PARTICIPATING DEALER ADVERTISING REQUIREMENTS

These Price Advisor Participating Dealer Advertising Requirements are made part of and incorporated by reference in the Terms and Conditions for the Kelley Blue Book Price Advisor Participating Dealer Program (“Terms and Conditions”). Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions.

Welcome to the Kelley Blue Book® Price Advisor Participating Dealer Program

As a Price Advisor Participating Dealer, Kelley Blue Book will allow you to display certain logos and templates to promote your participation in the Program and the Kelley Blue Book range based pricing tools (the Kelley Blue Book® Price Advisor, Kelley Blue Book® Fair Market Range),.

When discussing Kelley Blue Book valuations, such as the Kelley Blue Book® Fair Market Range, you or your agency should focus on the benefits of range-based pricing. This is represented by our range-based pricing tool, the Kelley Blue Book® Price Advisor.

To make it as easy as possible, Kelley Blue Book has created the Price Advisor Marketing Portal - a 24/7 automated online solution that provides pre-approved, templates, tiles, videos and animations (“Templates”), as well as pre-approved logos (“Approved Logos”), that you can use to integrate the Kelley Blue Book Price Advisor into your advertising campaigns. To access these assets, login to the Price Advisor Marketing Portal website at: <http://www.KBBPAAssets.com>. There are additional requirements for the Price Advisor Participating Dealer Program that you will need to follow, so please review this document carefully.

With the exception of any pre-approved, ready-to-print Templates generated by the Marketing Portal, if you produce other marketing material (“Dealer Ads”) that incorporates any Kelley Blue Book name, logo, trademark, service mark, tile, video, animation (“Provider Marks”), and/or that references the Kelley Blue Book Price Advisor Participating Dealer Program, Kelley Blue Book® Price Advisor and/or the Kelley Blue Book® Fair Market Range, you must follow the Advertising Requirements herein and submit to COMarketingRequest@kbb.com for review and approval prior to release. Our review of your marketing materials will be faster when you follow these Advertising Requirements.

GETTING THE MOST OUT OF YOUR ADVERTISING

Do not separate or otherwise modify any element of the Templates or create a logo or graphic containing “Kelley Blue Book,” “Price Advisor,” and/or “Fair Market Range,” in any advertising without prior written approval from Kelley Blue Book. This is to ensure the integrity of the Kelley Blue Book and Price Advisor brands, and your dealership.

Do not create your own video, TV or radio spots that are solely about the Kelley Book Price Advisor and/or Fair Market Range, although you may incorporate them into your advertising/marketing as provided for herein.

Do not use any Provider Marks or any Kelley Blue Book trademarks in paid search.

ADVERTISING REQUIREMENTS

All Dealers that participate in the Kelley Blue Book Price Advisor Participating Dealer Program (the “Program”) are required to adhere to these Advertising Requirements (which may be amended from time to time) when producing print, online, or other advertisements that promote their association with the Program. Price Advisor Participating Dealers must comply with new requirements as soon as commercially reasonable, but in no event longer than thirty (30) days, upon receipt of, or posting of the new requirements.

Compliance with these Advertising Requirements and the receipt of approval from Kelley Blue Book for any Dealer-created advertisements does not relieve Dealers of their obligations to ensure that their advertising complies with all applicable federal, state, and local laws and regulations, as well as any Original Equipment Manufacturer (OEM) advertising and brand standards, guidelines and requirements.

Provider may terminate the license to use and display the Templates and/or Approved Logos by Authorized Users at any time, for any reason, with or without cause, and Authorized Users shall cease all use as soon as commercially reasonable, but in no event longer than thirty (30) days.

SECTION 1: ADVERTISING APPROVAL REQUIREMENTS

1. Prior to release, you must submit all advertisements that reference Kelley Blue Book, Price Advisor, Fair Market Range, and/or the Program to Kelley Blue Book for review and written approval. If an advertising agency or media outlet creates your advertisement, it must still be submitted for approval.
2. **DO NOT** create videos, TV or radio spots that are solely about the Kelley Blue Book Price Advisor. However, participating dealers may include pre-approved logos, videos, animations and the Price Advisor Participating Dealer Badge as part of an ad for their dealerships.
3. All requests for approval must be submitted by email to ICOMarketingRequest@kbb.com

SECTION 2: GENERAL REQUIREMENTS FOR ADVERTISING ABOUT THE PROGRAM

To help you receive approval, please follow the requirements below when creating your ad(s):

1. **DO** project a high-quality brand image and assets
2. **DO** comply with all applicable federal, state and local advertising laws, rules and regulations.
3. **DO** comply with OEM advertising and brand standards, guidelines and requirements.
4. **DO** be truthful in all claims
5. **DO** have a reasonable basis for all factual claims conveyed in your advertisements.
6. **DO** include any required disclosures in legible size and font.
7. **DO** clearly and conspicuously present disclosures in language that is easy to understand.
8. **DO** be prepared to sell all advertised vehicles at the prices, and under the conditions, described in your advertisements.
9. **DO** describe/label your dealership as a “**Price Advisor Participating Dealer**” in reference to the Price Advisor Participating Dealer Program.
10. **DO** specify type and condition (if necessary) when referencing a Kelley Blue Book price or value.

SECTION 3: GENERAL ADVERTISING REQUIREMENTS

3.1 General Usage Requirements

1. When the Approved Logos are incorporated into Dealer Ads and/or Templates, Dealer’s logo must be larger and appear more prominently than the Approved Logos.
2. Your logo must be used more often than the Approved Logos
3. The Approved Logos or the Provider Marks may be used no more than twice in any materials or media
4. Registered trademark symbol must be used after “Kelley Blue Book” when mentioning “Kelley Blue Book® Price Advisor” and/or “Kelley Blue Book® Fair Market Range”
5. You must use your company colors for an ad (do not use primarily blue and/or yellow unless those

colors are contained in your logo)

6. Make sure KELLEY is spelled with an "ey"
7. The Web address www.KBB.com can **NEVER** be used without the name of the company

3.2 Use in Point of Sale Materials

The Approved Logos (any name, logo, trademark or service mark of Provider) may be mentioned in Print, including Window Stickers, Point of Sale materials, brochures, and online materials, provided:

1. Approved Logos should be in line with the size of the accompanying text and in proportion to the size of the ad
2. Approved Logos can NEVER be smaller than one inch in height, and must be smaller than your Dealer Logo
3. All requirements in section 3.1 above are met

3.3 Use in TV Spots and Videos

The Approved Logos may be used in TV spots and videos provided:

1. Approved Logos do not appear more than twice in the video,
2. Approved Logos do not appear for a total of more than 3 seconds in the video
3. Required disclaimers must be included and appear in font size 10 pt or larger and must be legible and the disclaimer must stand out against the background (can't blend or fade in).
4. Approved Logos can NEVER be smaller than one inch in height
5. All requirements in section 3.1 above are met

3.4 Use in Radio Spots

Provider Marks may be mentioned in radio spots provided:

1. Provider Marks are not referenced more than twice in one spot
2. Required disclaimers must be included
3. All requirements in section 3.1 above are met

3.5 Use in Social Media

1. Use of Approved Logos are allowed in Social Media provided all Dealer Advertising Requirements as defined herein are met

SECTION 4: APPROVED STATEMENTS FOR USE IN ADVERTISING

- 4.1 Use of the Kelley Blue Book name must be confined to advertising copy that expressly promotes the Kelley Blue Book Price Advisor and/or your participation in the Program. Permissible uses are:
 1. "[Dealer Name] is proud to be a Kelley Blue Book® Price Advisor Participating Dealer"
 2. "[Dealer Name] is your Kelley Blue Book® Price Advisor Participating Dealer"
 3. "We are a Kelley Blue Book® Price Advisor Participating Dealer"
 4. "Kelley Blue Book® Price Advisor Participating Dealer"
- 4.2 When referring to the Kelley Blue Book® Price Advisor or Kelley Blue Book® Fair Market Range, permissible uses are:
 1. "We consistently price vehicles within the Kelley Blue Book® Fair Market Range"
 2. Your prices are "Based on the Kelley Blue Book® Fair Market Range"
 3. Your prices are "Based on the Kelley Blue Book® Price Advisor"
 4. "Prices based on the Kelley Blue Book® Fair Market Range"
 5. "Prices based on the Kelley Blue Book® Price Advisor"
 6. "Car prices based on the Kelley Blue Book® Fair Market Range"
 7. "Car prices based on the Kelley Blue Book® Price Advisor"
 8. "We price our cars based on the Kelley Blue Book® Fair Market Range"
 9. "We price our cars based on the Kelley Blue Book® Price Advisor"
 10. "Compare our prices to the Kelley Blue Book® Fair Market Range"

SECTION 5: GENERAL ADVERTISING RESTRICTIONS

5.1 General Usage Restrictions

1. **DO NOT** use any Provider Marks or Kelley Blue Book trademarks in paid search
2. **DO NOT** separate or otherwise alter any elements of the Templates or Approved Logos in any advertising. For example, you may not use portions of the Templates or any Approved Logos, standing alone in any advertisement. Except as provided for in the Templates, **DO NOT** combine portions of the Templates or any other Approved Logos with your Dealer's name or display it in combination with your Dealer's logo as an element of a composite trademark.
3. **DO NOT** use the Templates or any Approved Logos on Dealer signs as the primary branding for your Dealer.
4. **DO NOT** use "KBB" as an abbreviation for "Kelley Blue Book" or "Blue Book"
5. **DO NOT** use the Approved Logos without the corresponding text lock up
6. **DO NOT** republish Kelley Blue Book® Values or prices without a data license
7. **DO NOT** abbreviate any Kelley Blue Book® Value. For example, do not use "FMR" as an abbreviation for "Fair Market Range"
8. **DO NOT** use the phrases "KBB.com Price Advisor," "KBB.com Fair Market Range," etc.
9. **DO NOT** use the word "APPRAISAL" or any variation thereof in connection with "Kelley Blue Book," "Blue Book," "Kelley Blue Book® Price Advisor," and/or "Kelley Blue® Book Fair Market Range"
10. **DO NOT** use the phrase "MARKET VALUE" or any variation thereof in connection with "Kelley Blue Book," "Blue Book," "Kelley Blue Book® Price Advisor," and/or "Kelley Blue® Book Fair Market Range"
11. **DO NOT** state, imply, or give the appearance that Kelley Blue Book provided pricing for your vehicles
12. **DO NOT** state, imply, or give the appearance that Kelley Blue Book endorses, sponsors, or partners with you
13. **DO NOT** use the Provider Marks in a domain name/URL/subdomain URLs
14. **DO NOT** use the Provider Marks in a page title on a website
15. **DO NOT** use the Provider Marks in metadata, metatags or for any website optimization activities
16. **DO NOT** use the Provider Marks in sponsored ads on search engines
17. **DO NOT** buy the Provider Marks as keywords
18. **DO NOT** use the Provider Marks in sponsored ads in social media posts
19. **DO NOT** use the Provider Marks in sponsored ads in email or print mail campaigns
20. **DO NOT** state, imply, or give the appearance that you are hosting a "Kelley Blue Book Event"
21. **DO NOT** state, imply, or give the appearance that Kelley Blue Book employees will be available during Dealer's event or at Dealer's dealership
22. **DO NOT** redraw, re-color, distort, alter or disparage the Provider Marks at any time
23. **DO NOT** display or use the Provider Marks in any manner that:
 - a. states or implies any endorsement, sponsorship, partnership or affiliation, by or with, Kelley Blue Book
 - b. disparages or tarnishes Kelley Blue Book, in Kelley Blue Book's sole opinion
 - c. suggests that dealer editorial content has been authored by, or represents the views or opinions of, Kelley Blue Book or any Kelley Blue Book representative, agent, personnel or affiliate
 - d. portrays Kelley Blue Book and/or Blue Book® Values as inaccurate or not reflective of the market
 - e. is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable
 - f. infringes, derogates, dilutes, or impairs the rights of Kelley Blue Book in such trademarks or logos
24. **DO NOT** use the Provider Marks as part of a name of a product or service of a company other than Kelley Blue Book
25. **DO NOT** create or use taglines or trademarks around Approved Logos or Provider Marks
26. **DO NOT** make any representation or warranty regarding Kelley Blue Book, its products and/or services

27. **DO NOT** register in any jurisdiction, domestic or foreign, any trademarks, logos or trade names that are identical to, confusingly similar with, or incorporate any Approved Logos, taglines, slogans or trade names used by Kelley Blue Book
28. **DO NOT** edit, revise, alter, or otherwise modify the Provider Marks or any content thereof
29. **DO NOT** combine the Provider Marks or logos with any other mark or logo
30. **DO NOT** link to the Provider Marks from any website containing obscene, defamatory, harassing, illegal, offensive, or malicious material
31. **DO NOT** use the Provider Marks in connection with any material that infringes the trademark, copyright or any other rights of any third party

5.2 Pricing Claim Restrictions

1. **DO NOT** portray your pricing as consistently below or less than the Kelley Blue Book® Fair Market Range
2. **DO NOT** rename Kelley Blue Book Values or terminology. For example, do not change the term “Fair Market Range” to “Green Zone” pricing.
3. **DO NOT** use phrasing that makes it appear that Kelley Blue Book is partnering with a dealer on pricing
 - “...Guided...” by
 - “...Backed...” by
 - “...Guaranteed...” by
 - “...verified...” by
 - “...Set...” by
 - “...With the help of ...” Kelley Blue Book
 - Etc.

5.3 Incentives/Rebates Restrictions

1. Incentives and rebates cannot be included in “Dealer Asking Price,” “Dealer Sales Price,” “Dealer Selling Price,” “Your Price,” “Price,” etc., including incentives and rebates with “pre-qualifiers.” For example, do not include a conditional rebate (i.e. a discount if vehicle is financed through your dealership) as part of your “Dealer Asking Price”.

SECTION 6: USE OF THE KELLEY BLUE BOOK NAME, TRADEMARKS AND TEMPLATES

Templates of marketing materials have been provided for use in Dealer advertising. The Templates may be resized with prior written permission of Kelley Blue Book. Sizing restrictions differ with each Template; contact ICOMarketingRequest@kbb.com for more information.

CREATIVE SAMPLES

A wide selection of pre-approved marketing materials are available through the Price Advisor Marketing Portal. New assets are always being developed, so be sure to check for updates on a regular basis. The Price Advisor Marketing Portal gives you the ability to add your Dealer's high-res logo to create and order co-branded materials. You also have the option of either using your own printer of choice or ordering through the Price Advisor Marketing Portal using our recommended vendor.

Print



We Price Our Cars Based on the Kelley Blue Book® Price Advisor

It's an easy way for you to know the Kelley Blue Book® Fair Market Range when you're shopping for a new or used car, to help you feel confident you're getting a fair price.

www.hometownautosusa.com



1/8th Page Newspaper Ad (CO-BRANDED)



hometownautosusa.com

We Price Our Cars Based on the Kelley Blue Book® Price Advisor

It's an easy way for you to know the Kelley Blue Book® Fair Market Range when you're shopping for a new or used car, to help you feel confident you're getting a fair price.

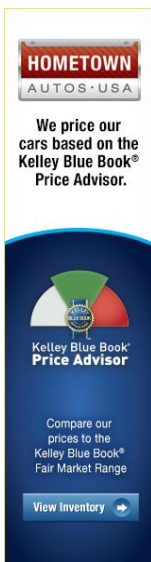


7" x 5" Direct Mail Postcard (CO-BRANDED)

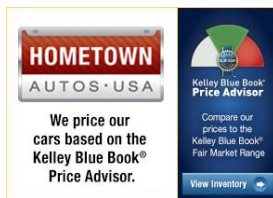
Digital Creative

Website Banners (CO-BRANDED)

160x600



294x208



300x250



728x90



940x84



Point of Sale

(NON CO-BRANDED)



Table Tent
9" x 10"

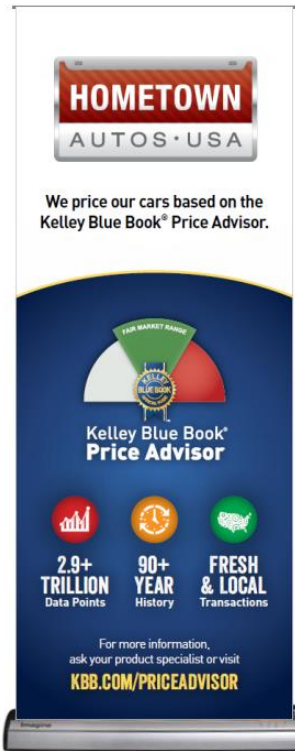


Hang Tag
4.125" x 11"



Retractable Banner
33.5" x 86.5"

**Point of Sale
(CO-BRANDED)**



Retractable Banner
33.5" x 86.5"



Table Tent
5.5" x 8"



Vehicle Topper
36" x 18"



**Dealership Window
Decal**
24" x 36"



Hang Tag
4.125" x 11"



Car Window Decal
5.5" x 14"

Logos



**Kelley Blue Book®
Price Advisor**



**Kelley Blue Book®
Price Advisor**
PARTICIPATING DEALER



**See the Kelley Blue Book®
Fair Market Range**



**See the Kelley Blue Book®
Price Advisor**

Videos & Animations



Price Advisor Explainer Video



Animated Logos