

PARTICIPATING DEALER

Kelley Blue Book<sup>®</sup> Trusted Advisor Program Advertising Requirements March 15, 2018 These Trusted Advisor Program Participating Dealer Advertising Requirements are made part of and incorporated by reference in the Kelley Blue Book Trusted Advisor Program Terms and Conditions ("Terms and Conditions"). Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions.

All Dealers that participate in the Kelley Blue Book Trusted Advisor Program (the "Program") are required to adhere to these Advertising Requirements (which may be amended from time to time). Trusted Advisor Program 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.

## Welcome to the Kelley Blue Book® Trusted Advisor Program

As a dealer that subscribes to the Kelley Blue Book<sup>®</sup> Trusted Advisor Program (that requires use of either Kelley Blue Book<sup>SM</sup> Instant Cash Offer and/or Kelley Blue Book<sup>®</sup> LeadDriver and display of the Kelley Blue Book<sup>®</sup> Price Advisor for new and/or used/CPO vehicles on your dealer website(s)), Kelley Blue Book will allow you to display certain logos and templates to promote your participation in the Program.

## **PORTAL & TEMPLATES**

Kelley Blue Book has created the Trusted Advisor Program 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 Trusted Advisor Program Marketing Portal with the link and login provided in the Self Set-Up Guide provided to you; Dealers signed up for Instant Cash Offer may enter through the ICO Dealer Admin Tool. There are additional requirements for the Trusted Advisor Program that you will need to follow, so please review this document carefully.

## TEMPLATES

- Use ONLY AS PROVIDED
- DO NOT modify Templates, use ONLY AS PROVIDED, no alterations
- DO NOT create a logo or graphic containing "Kelley Blue Book" or the Kelley Blue Book logo
- Templates or Approved Logos CANNOT APPEAR on Dealer signs or in branding for your Dealer

## APPROVAL – must submit dealer ads

except when using the pre-approved, ready-to-print Templates generated by the Marketing Portal

Submit your ads to <u>kbb.ICOMarketingRequest@coxautoinc.com</u> for review prior to release.

## **ADVERTISING LAWS & OEM REQUIREMENTS**

Dealer-created advertisements must comply 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. Compliance with these Advertising Requirements and the receipt of approval from Kelley Blue Book does not relieve Dealers of these obligations.

#### TERMINATION

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

# **SECTION 1: APPROVAL REQUIREMENTS**

You must SUBMIT ALL ADVERTISEMENTS that reference Kelley Blue Book to Kelley Blue Book for review BEFORE YOU RUN THE AD to <a href="https://kbb.icomarketingRequest@coxautoinc.com">kbb.icomarketingRequest@coxautoinc.com</a>

- 1. Participating dealers may include Approved Logos as part of an ad for their dealerships.
- 2. DO NOT create ads solely about the Program.

# **SECTION 2: RESTRICTIONS**

#### **2.1 General Restrictions**

- 1. DO NOT use "KBB"
- 2. **DO NOT** use "ACCURATE" when describing Kelley Blue Book Values
- 3. **DO NOT** use "KBB.com Price Advisor," "KBB.com Fair Market Range," etc.
- 4. DO NOT use the word "APPRAISAL" with "Kelley Blue Book" or "Blue Book"
- 5. **DO NOT** create or use taglines or trademarks around Approved Logos or Provider Marks

#### 2.2 Pricing Claim Restrictions

- 1. **DO NOT** portray your pricing as consistently below or less than the Kelley Blue Book<sup>®</sup> Fair Market Range
- DO NOT rename Kelley Blue Book Values or terminology "Fair Market Range" ≠ "Green Zone" pricing
- 3. DO NOT use
  - "...Guided..." by Kelley Blue Book
  - "...Backed..." by Kelley Blue Book
  - "...Guaranteed..." by Kelley Blue Book
  - "...verified..." by Kelley Blue Book
  - "...Set..." by Kelley Blue Book
  - "...With the help of ..." Kelley Blue Book

## 2.3 Incentives/Rebates Restrictions

DO NOT include Incentives or rebates in "Dealer Asking Price," "Dealer Sales Price," "Dealer Selling Price," "Your Price," "Price,"

## SECTION 3: APPROVED STATEMENTS FOR USE IN ADVERTISING

3.1 OK to use Kelley Blue Book name to expressly promote your participation in the Program:

- 1. "[Dealer Name] is proud to be a Kelley Blue Book® Trusted Advisor Program Participating Dealer"
- 2. "[Dealer Name] is your Kelley Blue Book® Trusted Advisor Program Participating Dealer"
- 3. "We are a Kelley Blue Book® Trusted Advisor Program Participating Dealer"
- 4. "Kelley Blue Book® Trusted Advisor Program Participating Dealer"

#### 3.2 OK to use with Kelley Blue Book<sup>®</sup> Price Advisor or Kelley Blue Book<sup>®</sup> Fair Market Range:

- 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 4: SPECIFIC MEDIA REQUIREMENTS

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

#### 4.1 TV Spots and Videos

- 1. Dealer's logo must be larger and appear more prominently than the Approved Logos
- 2. Dealer's name/logo must be used more often than the Provider Marks/Approved Logos
- 3. Approved Logos can only appear twice in the video
- 4. Approved Logos can only appear for 3 seconds or less in the video
- 5. Disclaimers must be included and appear in font size 10 pt or larger
- 6. Disclaimers must be in a contrasting color against the background
- 7. Approved Logos must be one inch in height or larger
- 8. Approved Logos should be in line with the size of the accompanying text of the ad
- 9. Use your company colors for an ad (do not use primarily blue and/or yellow unless those colors are contained in your logo)

#### 4.2 Radio Spots

- 1. Provider Marks may only be referenced twice in one spot
- 2. Your name must be used more often than Provider Marks
- 3. Disclaimers must be included

#### 4.3 Use in Social Media

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

#### 4.4 Paid Advertising – No use permitted in SEM, Keywords, Sponsored Ads

- 1. **DO NOT** use any Kelley Blue Book trademarks in paid search
- 2. DO NOT use Kelley Blue Book trademarks in sponsored ads on search engines
- 3. **DO NOT** buy Kelley Blue Book trademarks as keywords
- 4. **DO NOT** use Kelley Blue Book trademarks in sponsored ads in email or print mail campaigns

#### 4.5 Websites

- 1. DO NOT use the Provider Marks in a domain name/URL/subdomain URLs
- 2. **DO NOT** use the Provider Marks in a page title on a website
- 3. DO NOT use the Provider Marks in metadata, metatags or for website optimization

#### 4.6 Dealer Events

- 1. DO NOT state, imply, or give the appearance that you are hosting a "Kelley Blue Book Event"
- 2. **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