

Mercedes-Benz

Brand Communication Standards

Published January 2012, Rev. 4



Mercedes-Benz

Introduction

The “Mercedes-Benz Brand Communication Standards” (MBBCS), published January 2012, Rev. 4, by Mercedes-Benz USA (MBUSA) supercedes all previously published “Mercedes-Benz Brand Communication Standards” and/or guidelines. The “Mercedes-Benz Brand Communication Standards” provides authorized Mercedes-Benz dealers with the essential principles to effectively market Mercedes-Benz products and their dealership in a brand-commensurate manner. Additionally, these standards are the framework for the Mercedes-Benz USA, LLC (MBUSA) *New Vehicle Tier 3 Bonus Program* (effective January 1, 2010, Rev. 1, July 2010, Rev. 2, March 2011, Rev. 3, October 2011, Rev. 4, January 2012) and remain in effect until noted otherwise. The “Mercedes-Benz Brand Communication Standards” apply to all forms of paid and non-paid (added value) new vehicle marketing communications, inclusive of, but not limited to: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization and marketing, direct mail, e-mail marketing, local events, geographic marketing parameters (AOI), etc.

These marketing standards are to be adhered to when preparing Tier 3 marketing communications to maintain the integrity of the Mercedes-Benz brand and assure the dealer’s eligibility for *MBUSA New Vehicle Tier 3 Bonus Program* monies. Violations of the Category I standards are harmful to the Mercedes-Benz brand image. Non-compliance with these standards tends to lower the prestige of the Mercedes-Benz brand in the mind of consumers, has a negative impact on the historically high value retention of Mercedes-Benz vehicles and the Mercedes-Benz franchise and gives the impression that Mercedes-Benz vehicles are commodities that are subject to “distressed goods sales.” Category II standards address very important branding and marketing best practices that are integral to maintaining consistent brand messaging.

MBUSA places good faith in its dealer body to do everything possible to market Mercedes-Benz products and their dealership(s) in compliance with these brand communication standards. Additionally, in the planning of local events and co-branded sponsorships, the dealer in good faith is employing non-predatory practices within their area of influence (AOI) as defined in the “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” MBUSA also places good faith in its dealer body to accurately document their new vehicle Tier 3 marketing expenses as instructed in the “Mercedes-Benz Dealer Accounting Manual” for Dealer Financial Statement reporting.

(Tier 3 pertains to individual dealer marketing.)

Legal Summary

MBUSA strongly encourages all advertising to be reviewed by the dealer's legal counsel. Financing rates and lease advertisements are regulated by law. It is up to the dealer to be compliant with state and local legislation.

Subject to compliance with federal and state consumer protection laws, the dealer is free to charge customers any price it chooses, in its absolute discretion, for a vehicle. Nothing in the "Mercedes-Benz Brand Communication Standards" is intended to inhibit a dealer from posting any price or promotion for a vehicle on the dealer premises.

MBUSA reserves the right to modify these standards to address corporate trademark revisions, changing media landscape, tactical programs, or applicable federal or state laws.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle Tier 3 marketing questions not specifically addressed in the "Mercedes-Benz Brand Communication Standards" may be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 5 PM regardless of time zone at **1-800-790-0917, or via email info@mercedes.adcompliance.com.**

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer's Tier 3 website requires a seven-day turn-around. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation's monthly offers which are valid only for the month indicated in the "Monthly Sales Guide."

MBCCS is not responsible for the following services:

1. VIN and Stock #s: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to MBUSA's *Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS's monitoring process.
2. Superlative claims: Dealer is responsible to assure that claims can be documented.
3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

MERCEDES-BENZ BRAND COMMUNICATION STANDARDS

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MERCEDES-BENZ BRAND COMMUNICATION STANDARDS

SECTION I

This section documents Category I Infractions of the *MBUSA New Vehicle Tier 3 Bonus Program*:

Inclusive of, but not limited to paid, non-paid, and added value marketing for new vehicles via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, e-mail marketing, local events, etc.

To comply with the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*, the following must be adhered to. Please refer to RDA Program document (dated January 2012, Rev. 4) for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

1. Language Usage

A. Discounting

1. Dealers may not quote new vehicle, demonstration, or special demonstration vehicle retail sales prices that are below MSRP* (as published by MBUSA) and must include the Destination and Delivery charges. Use of periodic offers/programs issued via MBUSA's "Monthly Sales Program Guide" may be permitted for the time frame indicated in the Guide. An outline of offers available for advertising will be specifically stated in the Guide.
 - When communicating a retail sales price on a vehicle via consumer-oriented marketing, the MSRP cited must represent the vehicle described, including year, model, and optional equipment if applicable.
 - In the event that the information provided in the communication is incomplete or inconsistent, for the purposes of evaluating compliance within the *MBUSA New Vehicle Tier 3 Bonus Program*, it will be assumed that the dealer intends to advertise the most expensive Mercedes-Benz vehicle suggested by any portion of the description given.
 - A Mercedes-Benz class of vehicle may be advertised with a "starting at" MSRP; however, if the vehicle depicted is not representative of the starting at price, it must be disclosed as such within the communication.
 - Unless a vehicle being advertised is clearly identified as a used car, MBUSA will assume that the vehicle is new. Dealers must identify any Certified Pre-Owned (CPO) and/or pre-owned vehicles to avoid any misrepresentation of the vehicle status as "new."
2. Discounting MSRP of a vehicle sale price via alternative cash incentives via mass marketing means is prohibited, i.e. gift cards regardless of their value. Additionally, non-cash incentives may not be used to discount the MSRP.* (This standard does not pertain to test drive offers. Test drive incentives are at the discretion of the dealer).
3. Where non-cash incentives are offered, the communication must include the value of the incentive or, where no retail price is available, the fair market value of the incentive. If a range of prizes is available within a promotion, the value range must be stated.

4. Inventory Listing Sites and third-party powered aggregator website services offer dealer inventory listings programs. New vehicle inventory listings must comply with all “Mercedes-Benz Brand Communication Standards” contained in this document, including pricing complying with that published in the MBUSA “Monthly Sales Program Guide.”

- Only MSRP pricing can appear on an inventory listing when such listing is accessible to consumers via a non-password protected site (i.e., True Car, Auto Trader, Cars.com, AmericanExpress.com, BankofAmerica.com, Driveyourdream.com, etc.)
- Disclosure of pricing below MSRP may only appear under one of the following terms as it assures the disclosure of pricing below MSRP occurs as a one-to-one communication with the consumer:
 - Consumer has first entered their personal information requesting direct dealer contact
 - The site is password and/or membership ID protected
 - Direct communications to consumers who are in the dealer’s database

5. One-to-One Marketing to Customer Database: Disclosure of pricing below MSRP in a printed format may **only** appear in a direct communication to customers who are in the dealer’s database i.e., one-to-one marketing via email, personal letter, or direct mail.

6. New launch vehicles cannot be listed on third-party auction-based websites (i.e., eBay.com) within 60 days of the retail launch of the model introduction.

7. New vehicle listings on auction-based websites must comply with all “Mercedes-Benz Brand Communication Standards” contained in this document, including pricing complying with that published in the MBUSA “Monthly Sales Program Guide.”

8. Dealers cannot sell or list limited production/specialty vehicles on third-party auction-based websites, such as eBay.com, until authorized by MBUSA via Sales Operation’s “Monthly Sales Program Guide.” MBUSA Sales Operation’s “Monthly Sales Program Guide” shall specifically state on a monthly basis which limited production/specialty vehicles are prohibited from being listed on third-party auction websites.

Failure to comply with this standard will result in an automatic issuance of three Category I strikes, thus resulting in 100% assessment (at \$495 per wholesale unit) of the bonus monies paid in the month in which this infraction occurred.

***Subject to compliance with federal and state consumer protection laws, the dealer is free to charge customers any price it chooses, in its absolute discretion, for a vehicle. Nothing in the “Mercedes-Benz Brand Communication Standards” is intended to inhibit a dealer from posting any price or promotion for a vehicle on the dealer premises.**

B. Distressed Language

1. **Dealers may not utilize any form of distressed advertising**, including any mention of overstocking, closeouts, or other suggestions that the vehicles cannot be sold. Examples of distressed language include the words “Discount,” “XX% off,” or “Save XX%,” “\$X,XXX off,” “\$X,XXX Savings,” “Save \$X,XXX off MSRP,” “Clearance,” “Liquidation,” “Blowout,” “Overstocked,” “Reduction” (i.e., “Inventory Reduction,” “Massive Reduction,” “Construction Reduction,” “Tent Sale,” “Garage Sale,” “Super Store,” or “Super Center”), crossing out price (MSRP) of vehicle to represent a “visual” form of a discount, or any other phrase that tends to create the impression that Mercedes-Benz vehicles are an “economy” or “discount” brand rather than a premium brand.

Acceptable alternative language examples:

- Visit your local dealer and drive off in the Mercedes-Benz of your dreams for less than you ever dreamed possible.
 - Tremendous offers/opportunities ...
 - Attractive offers/opportunities ...
 - Exceptional offers/opportunities ...
 - Special offers/opportunities ...
 - One of the best opportunities of the year ...
 - The end of the year means the best time of the year to turn your dream Mercedes-Benz into your new Mercedes-Benz.
 - Thanks to a special Mercedes-Benz offer, your local dealer is motivated to make sure you drive off in a C300 for ...
 - ... with a unique Mercedes-Benz APR of 1.9%².
 - As the 20XX model year ends, our motivation increases ...
 - Available for less than you’d expect.
 - We work with you for the best experience possible.
 - A selection as generous as it is gorgeous.
 - We work with you to offer a tailored buying opportunity.
 - The end of the model year has arrived and Mercedes-Benz of _____ is now offering special deals¹ on 20xx models. But hurry, the offers end December 31st.
 - Take advantage of the end of the model year with some incredible offers. Come in to Mercedes-Benz of _____ now through December 31st.
 - The end of the model year is here. Come in now through December 31st for exceptional offers on these rather exceptional 20xx models.
 - Come in to Mercedes-Benz of _____ to take advantage of the end of the model year with special offers on 20xx models now through December 31st.
 - The end of the model year has arrived. Come in for a special offer on 20xx models now through December 31st.
2. **Dealers may not use the terms such as** “Dealer cost,” “Invoice” (in reference to a vehicle price), “Rebates,” “Cash Back,” “Coupon,” “Dealer Incentives,” “Factory Incentives,” “Cash Incentives,” “Special Internet Pricing” or “Low Prices.”

¹ See Section I “1B3” for guidelines when using the term “deal.”

² Requires use of disclaimer. Please refer to Section I “2B.”

3. The terms “Deal,” “Special Deal,” “Special Purchase,” “Save,” “Savings” and “Incentives” can only be used when they refer directly to the lease and APR offers published in the MBUSA “Monthly Sales Program Guide” or MBUSA’s published “Fleet Program Guide.” Use of these terms in any other context warrants an infraction, including all exaggerated forms of these terms including “Huge Savings,” “Best Savings,” etc.

- For Fleet Incentives: The standard published Fleet Incentive is combinable with concurrent Market Support programs unless otherwise noted. Only eligible new and unused vehicles listed in the fleet program qualify.
- A footnote disclaimer must reference the Fleet Incentive and include the following information: Available for qualified customers only.

C. Unsubstantiated Claims

1. **Dealers may not publish or air disparaging communications or non-documentable/untrue claims** that imply that a dealer is in a preferred position as compared with other Mercedes-Benz dealers. Dealers may not use superlatives or make claims about their Mercedes-Benz dealership without first substantiating and documenting those claims with their MBUSA Regional Office. The source for any superlatives or claims that appear in consumer-oriented marketing must be shown in a disclaimer. In any circumstance, superlatives such as “biggest,” “best,” “largest,” “first,” “only,” “most aggressive,” “most professional,” “friendliest,” “easiest to accommodate,” “largest inventory,” “fastest growing,” and other similar phrases that are often impossible to document or that require significant disclaimers are not to be used.
2. **Dealers who did not receive the most current Mercedes-Benz “Best of the Best” award are not permitted to utilize “Best of the Best” assets in their communications.** The only acceptable use of communicating the Mercedes-Benz “Best of the Best” dealer award via consumer-oriented marketing is by those dealers who have won the most current award announced. “Best of the Best” award recipients are not to communicate this accolade in a manner disparaging to other dealers. Dealers are free to include the number of times they have won the award; however, they must have won the most current award announced. Dealers can advertise this accolade from the date of announcement up until the date that the following year award winners are announced.
3. **Dealers who are not named by MBUSA as an official “AMG Performance Center” are not permitted to market themselves as such in their communications.** This also includes using superlatives to imply that the dealer is in a better position to sell AMG products versus any other dealer such as “AMG Super Center,” or “AMG Headquarters.”

D. Misleading Language

1. **Messaging stating or implying that the dealer is in a better position to sell new Mercedes-Benz products versus any other dealer or implying the dealer has a special relationship with MBUSA** is non-compliant (MBUSA corporate-owned dealerships using the following terms will also realize a strike within the *MBUSA New Vehicle Tier 3 Bonus Program*). Terms relating to dealer inventory, vehicle pricing, or dealership events such as “Factory Authorized,” “Factory Unauthorized,” “Allocation (Special or Factory),” “Guaranteed Lowest Price,” “Meet or Beat,” “We will not be undersold,” “Price Guarantee” (unless the specific details of the price protection guarantee are included in the advertisement), “We will honor all dealers’ ads,” and “Bring us a competitor’s ad” are not to be used. Dealerships may not advertise or position themselves to appear as the exclusive or preferred dealership of a MBUSA Fleet program offered to a company or an association.
2. **Tier 3 marketing materials that state or imply they are the official property of MBUSA, Mercedes-Benz, or any other Daimler AG entity** are non-compliant. Content is to be explicitly disclosed as dealer-operated, and may not profess to be official MBUSA property/content.
3. **Marketing terms and images that would tend to mislead or deceive a consumer into believing that the dealer is MBUSA is considered non-compliant. Creating the appearance/impression that a website and/or social media application represents an official Web property of MBUSA, Mercedes-Benz, or any other Daimler AG entity is non-compliant. (MBUSA corporate-owned dealerships using the following terms will also realize a strike within the MBUSA New Vehicle Tier 3 Bonus Program.)**
 - Tier 3 promotions cannot be combined with MBUSA promotions (i.e. Summer or Winter Event) nor monthly offers outlined in the Monthly Sales Guide as this would imply they are components of a corporately offered program.
 - Dealer websites that create the impression of being the official factory sales website to provide the illusion and/or misrepresentation that the customer is purchasing directly from MBUSA, including, by way of example, a website that contains misleading terms in its URL such as “Shop Mercedes-Benz,” “Buy Mercedes-Benz,” “eMercedes-Benz,” “eMercedes-Benz Invoice,” “Wholesale Mercedes-Benz,” “Mercedesbenzsummerevent,” “Mercedesbenzwinterevent,” “Mercedesbenzcclass,” “Mercedesbenzfleet,” or any other Mercedes-Benz naming convention or other misleading term. Acceptable registered dealer URLs beyond the dealer’s official site domain that are noted in communications must link to the dealer’s official site. A clear representation of a dealer website is one inclusive of the dealer DBA name, address and contact information clearly visible on the landing page.
4. **Language that misleads a consumer as to the nature of the deal** he or she can expect to obtain is non-compliant. For example, language that induces a consumer to come to a dealership to purchase a vehicle that is unlikely to be available at the dealership at the price advertised.
5. **Demo vehicles or special demonstration vehicles** may only be referred to as a “demo vehicle” if the said vehicle has been documented as such in NetStar. Dealers are to contact their local counsel to confirm if state or local regulations require a “demo vehicle” to be clearly communicated as a “used demo.” If under applicable state law, the Mercedes-Benz “demo vehicle” is considered a used vehicle, it must be clearly marked as a “used demo” and separated from any new vehicle advertising. (See “1A1” for further information regarding Demo vehicles).

***Subject to compliance with federal and state consumer protection laws, the dealer is free to charge customers any price it chooses, in its absolute discretion, for a vehicle. Nothing in the “Mercedes-Benz Brand Communication Standards” is intended to inhibit a dealer from posting any price or promotion for a vehicle on the dealer premises.**

2. MBUSA “Monthly Sales Program Guide” Compliance

In order to utilize the supported lease and APR programs offered in a given month, your Tier 3 advertising must match MBUSA’s published program structures including any structures listed in the Special Incentives portion of MBUSA’s “Monthly Sales Program Guide” available on NetStar.

A. Tier 3 Lease Compliance:

- 1. The advertised lease price for vehicles available during an offering period must be equal to or greater than the price outlined in the current month’s “Monthly Sales Program Guide” for supported lease programs.**
- 2. The advertised term (in months) for the supported lease** must be within the range outlined in the current month’s “Monthly Sales Program Guide” for supported lease programs.
- 3. The terms “No Money Down,” “\$0 Down,” and “Sign and Drive”** if a first payment or down payment is required at signing is non-compliant. Unless otherwise set forth in MBUSA’s “Monthly Sales Program Guide” or prohibited by law, a dealer may advertise that it will pay a consumer’s first installment payment on a financed Mercedes-Benz vehicle; however, the value of such payment cannot be deducted from the advertised MSRP.
- 4. Employee Vehicle Plan (EVP)/Dealership Employee Purchase Program (DEPP) advertising is not permitted.** The details of the EVP/DEPP lease or retail offerings are a guideline only for dealership employees and affiliate company employees and their family members.

B. Lease and APR Advertising Disclaimers:

An appropriate legal disclaimer must accompany any price listing. Dealers must not advertise a price not available at the dealership.

MBUSA corporate advertising focuses on the value inherent in all Mercedes-Benz products and the “starting at MSRP” for select models. Dealers may choose to reinforce this message with lease advertising. If a monthly lease payment is advertised, dealers must ensure compliance with *Federal Regulations (Regulation M)*.

C. Regulations regarding advertising lease payments *Federal Law, Regulation M, 12 Code of Federal Regulations, Part 213* must be complied with in full. It makes mandatory certain disclosures for any lease advertisement that contains any of the following “triggering terms”: the amount of any payment, a statement of any capitalized cost reduction, other required payment, or that no payment is required at delivery or lease consummation. If any of these triggering terms are used, the advertisement must disclose the following additional information:

- The transaction advertised is a lease.
- The total amount due prior to or at consummation/delivery.
- The number, amounts, and due dates or periods of scheduled payments under the lease.
- A statement of whether or not a security deposit is required.
- If applicable, a statement that the payment amount or amount due at lease signing excludes taxes, licenses and registration fees.
- Key payment variables such as monthly rate, down payment, assumed cost reduction by consumer, and the vehicle’s capitalized price are to be identified and explained in detail in a disclaimer. Variables such as acquisition fees are to be identified in the monthly lease payment information.

To ensure compliance with these federal legal requirements, pertinent lease or retail data must closely accompany the advertised payment or APR rate in a manner as conspicuous as the advertised payment or APR rate. A dealer must always check with their legal counsel to ensure all state and/or local regulations are also followed.

1. **The headline/body copy** may describe the vehicle and the lease or retail in general terms. It may not identify the terms required to be disclosed by the federal law in print any larger than that of all of the material terms in the disclosure box.
2. **A disclosure of pertinent lease terms must be as readily noticeable as the advertised payment or APR rate.** This prominent disclosure must include the following in proximity to the advertised payment or rate: length of term of the payment, capitalized cost reduction, acquisition fee, total cash due at signing as per the illustration that follows:

The (model name)
\$XXX First month's payment
\$X,XXX Capitalized cost reduction
\$XXX Acquisition fee
\$XXX/mo
for XX month lease \$X,XXX Cash due at signing

"Disclosure box" example

3. **In addition to the disclosure box, the following disclaimer must appear in a footnote of the communication:**

Available only to qualified customers by Mercedes-Benz Financial (where applicable to advertised lease) through (date). Advertised lease rate based on a gross capitalized cost of \$____. Includes destination charge and optional _____. Excludes title, taxes, registration, license fees, insurance, dealer prep. and additional options. Total monthly payments equal \$____. Cash due at signing includes \$____ capitalized cost reduction, \$____ acquisition fee, and first month's lease payment of \$____. Total payments equal \$____. Subject to credit approval.

Additional State Requirements: A lease and/or APR advertisement that meets federal disclosure requirements may still fail to meet applicable state laws regarding deception and confusing advertising. Please be sure to check your state law requirements with your counsel before running any lease or APR advertising.

- D. **Lease payments that exceed 60 months are not to be used.**

E. Non-MBUSA Lease and APR Program: Any exception to lease and APR structures set forth in MBUSA's applicable "Monthly Sales Program Guide" that may be offered by an independent financial institution may not be advertised by a dealer in its Tier 3 advertisements unless approved in writing by MBUSA, LLC prior to the Tier 3 advertisements being run. For non-MBUSA lease and/or APR programs approved (that are not featured in the MBUSA "Monthly Sales Program Guide"), they must meet the following requirements: Customer Cap Cost Reduction must not exceed 10% of total vehicle MSRP including destination, and the advertised monthly payment may not exceed 1% of the total vehicle MSRP including destination.

F. APR: The advertised term for a supported APR must be within the range outlined in the current month's "Monthly Sales Program Guide" for supported APR programs. You must list the APR financing for each term that is being offered, i.e., 24, 36, 48, or 60 months. The following details must be fully disclosed in advertising:

"For qualified customers only. ___% APR financing for __ months at \$__ per month, per \$1,000 financed."

Dealers are permitted on supported APR programs to advertise either the minimum APR buy rate, or no more than 1% dealer reserve on such supported APR programs. The minimum buy rate can be found in the applicable "Monthly Sales Program Guide" as set forth on the applicable Monthly Lease and Finance Offers Matrix for the given model and term (i.e., MY12 C250W APR 24-36 months 0.90% = minimum buy rate or 1.90% minimum buy rate plus 1% dealer reserve).

REQUIRED APR DISCLAIMER: FOR QUALIFIED CUSTOMERS ONLY. ___% APR FINANCING FOR __ MONTHS AT \$__ PER MONTH, PER \$1,000 FINANCED. Excludes leases and balloon contracts. Available only at participating authorized Mercedes-Benz dealers through Mercedes-Benz Financial. Must take delivery of vehicle by _____. Specific vehicles are subject to availability and may have to be ordered. Subject to credit approval by lender. Rate applies only to Mercedes-Benz model vehicles listed. Not everyone will qualify. See your authorized Mercedes-Benz dealer for complete details on this and other finance offers.

G. Television and radio lease and APR advertising requiring a federal disclosure may utilize a toll-free number.

Any television/radio advertisement requiring federal disclosure under *Regulation Z* will comply with federal law if the advertisement lists a toll-free telephone number along with a reference that the number may be used by consumers to obtain lease details only if the advertisement also states in the copy the information contained in the previously described disclosure box. This may only be done if the telephone number is available for at least 10 days beginning on the date of broadcast, and if all the information required will be provided orally or in writing upon consumer request via the toll-free number.

Note: It is the dealer's sole responsibility to maintain such a service. An Internet site does not meet the requirements of a toll-free number as a means of alternative disclosure. Also, please note that in order to employ the toll-free number, the advertisement must still identify the advertised transaction as a lease or APR offer, the total amount due prior to or at consummation or delivery, and the number, amounts, and due dates or periods of scheduled payments under the lease or APR offer.

H. If you choose to advertise any or all of the following two programs, please utilize the suggested language. Please refer to the guidelines for all eligible makes. As always, please comply with advertising standards as outlined in the “Mercedes-Benz Brand Communication Standards.”

Tier 3 Competitor Conquest Example:

Your choice of what to drive just got easier.

*If you currently own a BMW, Audi, Lexus, Jaguar, Porsche, Land Rover, Infiniti, Acura, Cadillac, Lincoln, Volvo, VW and Jeep, you can get \$XX towards the Mercedes-Benz of your choice. Driving a Mercedes-Benz has never been more rewarding. Qualified customers only. Offer excludes any model Sprinter, smart, and SLS models. See dealer for details.

Loyalty Accelerator Tier 3 Advertising Example:

Some rather enthusiastic news for Mercedes-Benz enthusiasts.

UP TO XX MONTHS¹
PAYMENT CREDIT*

**ON YOUR CURRENT MERCEDES-BENZ FINANCIAL LEASE
WITH THE PURCHASE OF A NEW 2011 OR 2012 MERCEDES-BENZ**

*Eligible customers will receive up to xx months' payment credit on their current lease with a lease or finance of any new 2011 or 2012 Mercedes-Benz vehicle through Mercedes-Benz Financial. Certain exclusions apply. See dealer for details.

3. Marketing Outside of AOI

Dealers are to place their Tier 3 marketing only within their areas of influence (AOI) as defined in the “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” A Tier 3 media buy must comply with the following parameters, defined by media type and geography, to qualify for the *Tier 3 Bonus Program* payout.

Media purchased must reflect a strong reach within a dealer’s AOI. Compliance varies by medium and by geography. MBUSA expects dealers to employ non-predatory marketing practices by focusing their efforts within their AOI in accordance with their “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” Should a dealer’s AOI be modified as a result of a new dealer point within their designated marketing area (DMA), the existing dealer has 60 days to pull their marketing from the AOI of the new dealer point, or until which time the existing dealer’s media contract expires.

A dealer’s Tier 3 media buy must meet the following guidelines. **Deviation from these media buying guidelines must be pre-approved by your MBUSA Regional Office.**

Multi-Point DMA

A. Broadcast: Buy must be within the dealer’s DMA (as defined by Nielsen) assuring the station signal is within the dealer’s AOI.

- 1. Spot TV:** Must have signal in dealers AOI.
- 2. Spot Cable:** Purchase only those zip codes within AOI.
- 3. Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100K.

B. Print:

1. Publications with non-regional capabilities must have at least 30% of circulation within the dealer’s AOI.
2. Must purchase zip codes or regional edition when available, purchasing only those zip codes which fall within dealer’s AOI.

C. Out-of-Home: Must be purchased in zip codes within AOI.

Single Point DMA

A. Broadcast: Buy must be within the dealer’s DMA (as defined by Nielsen).

- 4. Spot TV:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter.
- 5. Spot Cable:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter.
- 6. Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100K.

B. Print:

3. Publication must have 60% of circulation within a dealer’s AOI.

D. Digital Online Banners: Medium offers geo-targeted buying capabilities for display advertising and sponsorships. Therefore, the dealer must isolate the buy within a geography representative of their AOI.

E. Paid Search/Keyword Buys/URL/Website Meta Keyword & Description Tags

- Dealers may only purchase geographic keywords of areas that fall within their AOI.
- Geographic or geo-modified keywords include a geographic area attached to the search phrase, such as “Pittsburgh Mercedes Dealer.” Dealers may only append cities, metro areas, towns, or zip codes included within their AOI.
 - A dealer may purchase geo-modified keywords, based on AOI, **nationally** to capture out-of-town prospects or prospects in the process of relocating. However, in the instance where markets purchase same city names, dealers can no longer nationally purchase the keyword. These select markets must refine their purchase focusing on geographic and geo-modified keywords included within their AOI.
 - Dealers are prohibited from purchasing keywords or including meta tags that include other Mercedes-Benz dealers’ names, variations on their names, or other dealers’ geographic terms that are outside of their AOI.
- Dealers are prohibited from purchasing the state of their AOI as more than one Mercedes-Benz dealership may exist within the state. **MBUSA is responsible for the purchase of the geo-modified keywords at the state level.**
- Dealers are prohibited from purchasing Mercedes-Benz trade/product/class names on a national basis. **MBUSA is responsible for the purchase of these keyword terms.** A dealer may, however, purchase these terms via a geographical buy within the parameters of their AOI.
- **Dealer Website URL/Meta Description Tag/and Meta Keyword Tags:** Dealers may not incorporate geographic references beyond their AOI and/or other Mercedes-Benz dealer names, or variations on their names in their URL nor meta tags.

F. Direct Mail/E-mail/Telemarketing

A dealer’s “customer” is defined as follows:

- Dealer can only target individuals:
 - Who live within the dealer’s AOI, or
 - Who have a business relationship with the dealer (business relationship is defined as a sales, service, or parts counter transaction), or
 - Who have initiated the contact with the dealer via showroom traffic, inbound phone, Internet lead, dealer website visit or dealer event attendee.

G. Local Event

- Event must be held within a dealer’s AOI.
- A dealer is not to sponsor an event outside of their AOI. Exceptions include venues in a dealer’s DMA which attract a large percent of their customer base, i.e., a stadium sponsorship.
- Prospect and customer invitee list must reside within a dealer’s AOI.
 - Invite of existing customer(s) outside of AOI is acceptable per definition of “customer” defined in section “I3F” for direct mail.
- Co-branded events are acceptable only if establishment/organization is located within the dealer’s AOI.
- **If an event falls outside of the AOI including event sponsorship “exceptions” such as stadium sponsorships, the dealer must receive pre-approval from their MBUSA Regional Marketing Manager.**

H. Purchasing Internet Leads from third-party vendors. Many of the third-party sites offer not only advertising opportunities but the option of buying leads, which may be a good way to uncover new prospects. A dealer may only purchase leads of consumers residing within their AOI or based on the third-party site specifications, in geographic regions contiguous to their AOI. The exception to this rule is when a consumer residing outside of a dealer's AOI proactively submits a lead. In this instance the lead is designated to the consumer-selected dealer, regardless of the AOI, as it has been generated by a consumer action.

I. Fleet: Dealers with established Fleet relationships are to limit their communications of extended corporate employee offerings/event invitations to:

- Employees residing within their AOI
- Via intranet or e-mail blasts to corporate offices located within their AOI
- Or via alternate channels clearly identifying the extended incentive is only for employees of eligible companies.

4. Compatibility with Mercedes-Benz Strategies/Goals/Philosophies

A. Media and Creative

1. **Local dealer media buys** are to be comprised of media that reflects the quality and integrity of the Mercedes-Benz brand. Advertising placed in undesirable environments can impact the integrity of the Mercedes-Benz brand. Likewise, websites that link, frame, or are otherwise associated with disparaging sites, sites that sell counterfeit products or sites that exist for the purpose of providing discounts are to be avoided.
2. **Tier 3 creative concepts** must evoke the integrity of the Mercedes-Benz brand image. Aside from communications containing specific misleading or discount language as outlined in this document, an overall creative concept must not be disparaging to the brand. MBUSA reserves the right of final ruling regarding such creative concepts.

B. Marketing Materials

1. **Images** appearing in Tier 3 communications must support Mercedes-Benz strategies, goals, and philosophies.
2. **Copy** for Tier 3 marketing must be devoid of sexual, political, racial, religious, or any other language likely to be offensive to potential Mercedes-Benz buyers.

C. Non-compliant creative must be pulled from the marketplace upon receipt of notification of an infraction equating to a strike. Timing requirements to remove creative from the marketplace vary by medium as follows:

- **Spot Television:** Creative change must occur in seven days.
- **Spot Radio:** Creative change must occur in five days.
- **Newspaper:** Creative change must occur in three days.
- **Magazine/Monthly Publication:** Creative change must occur in 30 days.
- **Magazine/Weekly Publication:** Creative change must occur in seven days.
- **Outdoor:** Creative change must occur in 60 days.
- **Website/Online Listings/Online Banners/Paid Search/Social Media Sites:** Creative change must occur in four days.

MBUSA NEW VEHICLE TIER 3 BONUS PROGRAM

Category I Strike Policy Overview:

(Refer to RDA Program document, Rev. 4, January 2012 for full program details)

Category I, 1st Strike:	No monetary assessment; dealer will receive a Warning Letter, dealer placed on six-month probation. Probation period commences based on the date of when the strike occurred.
Category I, 2nd Strike:	50% assessment at \$495 per wholesale via the “Miscellaneous Billing System” of the <i>MBUSA New Vehicle Tier 3 Bonus Program</i> monies paid in the month in which the violation occurred; rolling probation resets to six months based on the date of when the strike occurred.
Category I, 3rd & 4th Strikes:	100% assessment at \$495 per wholesale via the “Miscellaneous Billing System” of the <i>MBUSA New Vehicle Tier 3 Bonus Program</i> monies paid in the month in which the violation occurred; rolling probation resets to six months based on the date of when the strike occurred.
Category I, 5th Strike:	100% assessment at \$495 per wholesale via the “Miscellaneous Billing System” of the <i>MBUSA New Vehicle Tier 3 Bonus Program</i> monies paid in the month in which the violation occurred; dealer is suspended from the program for six months based on the date of when the strike occurred. Dealers suspended from the program are not eligible to receive the <i>Tier 3 Bonus Program</i> payout for the length of the suspension period.

Strikes #2 - 5 will be assessed based on the month the infraction occurred. Dealers are cleared of Category I strikes if they have placed Tier 3, Category I brand compliant communications in the marketplace for six consecutive months from the date of which they incurred their last strike, i.e., a strike occurring more than six months from the date of the last Category I infraction date will be reset as Category I, Strike #1.

Upon *Tier 3 Bonus Program* suspension, the dealer will not receive the *Tier 3 Bonus Program* payout of \$495 per wholesale. The suspended dealer's Tier 3 communications will continue to be monitored. Continued infractions will result in a reset of the six-month suspension period based on the latest month in which the most recent infraction occurred.

Note: A communication containing multiple infractions will be counted as one strike. A communication containing both a Category I and Category II infraction will default to a strike pertaining to the most egregious infraction, i.e., Category I infraction supercedes a Category II infraction.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle Tier 3 marketing questions not specifically addressed in the “Mercedes-Benz Brand Communication Standards” must be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 5 PM regardless of time zone at **1-800-790-0917, or via email info@mercedes.adcompliance.com.**

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer’s Tier 3 website requires a seven-day turn-around. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation’s monthly offers which are valid only for the month indicated in the “Monthly Sales Guide.”

MBCCS is not responsible for the following services:

1. VIN and Stock #s: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to MBUSA’s *Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS’s monitoring process.
2. Superlative claims: Dealer is responsible to assure that claims can be documented.
3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

MERCEDES-BENZ BRAND COMMUNICATION STANDARDS

SECTION II

This section documents Category II Infractions of the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*:

Inclusive of, but not limited to paid, non-paid, and added value marketing for new vehicles via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization and marketing, direct mail, e-mail marketing, local events, etc.

To comply with the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*, the following must be adhered to. Please refer to RDA Program document dated January 2012, Rev. 4 for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

5. Separation of Brands/Co-Marketing Partners/Pre-Owned

A. To achieve exclusivity when marketing a Mercedes-Benz vehicle or stated offer or price in which the trademark appears along with other brands, there must be clear separation of brands.

- The Mercedes-Benz trademark can appear in conjunction with other makes as long as all trademarks are separated. The portion of the communication dedicated to Mercedes-Benz must have its own key elements (i.e., banner, headline, copy, disclaimer, and dealer tag).
- Mercedes-Benz dealers who have Maybach, smart, and/or Sprinter franchises are permitted to include these trademarks to market their individual dealership; however, these same brand separation guidelines apply when featuring vehicle imagery and/or price.
- New vehicle listings must be Mercedes-Benz exclusive on the dealer's Mercedes-Benz exclusive website. Pre-owned inventory listings on the dealer's website can include other makes.
- For an auto mall or group branding, the communication may contain all trademarks represented by same. Such branding which contains the Mercedes-Benz trademark/trade name must conform to the trademark/trade name rules set forth in this document. For auto mall or group digital marketing, a live link must be provided to the dealer's Mercedes-Benz exclusive website. (Auto mall or group marketing does not qualify as a valid expense in the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*.)

B. Communications that feature a Mercedes-Benz vehicle and/or price are to be clearly separated from other brands. Inventory search functionality for Mercedes-Benz vehicle searches via the dealer's Mercedes-Benz exclusive website must default to Mercedes-Benz as the first vehicle(s) listed. On an auto group website, the inventory search functionality does not have to default to Mercedes-Benz on the main auto group landing page; however, once the user clicks on the Mercedes-Benz logo to view Mercedes-Benz specific materials, all new vehicle content must be Mercedes-Benz specific.

C. New and pre-owned vehicles are to be clearly separated. Pre-owned must have a unique section within creative via identification of all the vehicles in the section as pre-owned.

D. Dealer URLs that mention non-Mercedes-Benz makes/brands are not permitted (by way of example, "www.smithmbbmw.com" or "www.smithjeepmercedes-benz.com"). Conversely URL's inclusive of the Mercedes-Benz trade name or form of the Mercedes-Benz trade name must provide Mercedes-Benz exclusive content.

MERCEDES-BENZ TRADEMARK AND TRADE NAME

The three-pointed star is a registered trademark, and “Mercedes” and “Mercedes-Benz” are trade names and trademarks of Daimler AG. Together, they form one of the most widely recognized and respected trademarks in the world. When Mercedes-Benz trademarks and trade names maintain a unified image, the message is reinforced. Great care is to be given to their treatment in all communications.

The Mercedes-Benz visual identity expresses the guiding principle for proper placement of the registered trademark and trade name. Used according to the following guidelines, the trademark will reinforce the Mercedes-Benz message of quality, performance, safety, and heritage.

“*The best or nothing*” global tagline is for exclusive use by Mercedes-Benz USA. Tier 3 communications are never to use the phrase “*The best or nothing*” in conjunction with the trademark, trade name, dealership DBA, or in conjunction with headlines, body copy, or in reference to Mercedes-Benz vehicles or dealership services.

6. Mercedes-Benz Trademark

A. **The three versions of the trademark approved for dealer use are as follows: Horizontal Trademark, Centered Trademark and Trademark for Extreme Landscape Formats.** The form of the trademark is never to be altered. A uniform, unaltered display utilized worldwide enhances the value of the Mercedes-Benz trademark; variations or embellishments weaken it. The trademark is to be reproduced solely from the approved artwork, which can be downloaded from the RDA Resource Manager on <https://mercedesmarketing.com>.

Horizontal Trademark



Centered Trademark



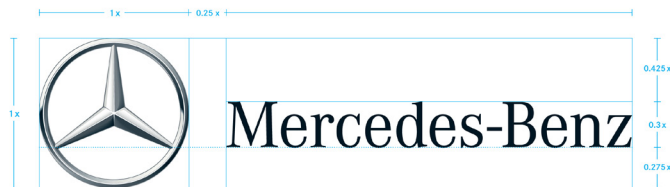
Trademark for Extreme Landscape Formats



B. The proportion of the three-pointed star relative to the Mercedes-Benz trade name is not to be altered.

The following three examples illustrate 6A :

Approved Trademark/Trade Name Communication Applications:



Horizontal (Standard) Trademark:

This is the preferred version. The star and the trade name are arranged horizontally with a fixed distance of 0.25 times the star's diameter between them. The correct proportion between the trade name font size and the star is 0.3:1. Unless otherwise defined, the Horizontal Trademark is the standard version and is used across all media. The minimum star diameter is 10mm.



Centered Trademark:

The star is positioned 0.25 times the star's diameter above the trade name (Mercedes-Benz). The correct proportion between the trade name font size and the star is 0.3:1. The Centered Trademark can be used in media that do not provide sufficient space for the optimal positioning of the Horizontal (Standard) Trademark.



Trademark for Extreme Landscape Formats:

The proportions of the trademark for extreme landscape formats have been adapted for special uses such as signage, websites and mobile applications where space is limited. This application should only be applied when the Horizontal (Standard) Trademark or the Centered Trademark are impractical or, when applied using the proper dimensions of the Horizontal (Standard) Trademark, the Mercedes-Benz trade name becomes difficult to read.

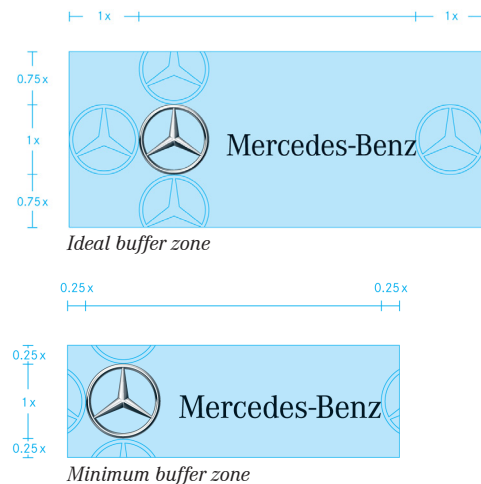
The star and the trade name are arranged horizontally with a fixed distance of 0.35 times the star's diameter between them. The trade name has 0.6 times the height of the trademark.

- C. The typeface for the Mercedes-Benz trademark is Corporate A Regular and is not to be altered.** The Corporate A font is available for download from the RDA Resource Manager on <https://mercedesmarketing.com>.
- D. The three-pointed star should not appear without the Mercedes-Benz trade name. In the cases of extreme spacing restrictions such as mobile or web applications, the star can stand alone but must continue to follow the mandatory buffer zones as defined on the following page.**

E. Buffer zones: The placement and clear space requirements of the Mercedes-Benz trademark must be maintained. These are specific to the three approved trademark versions and the particular communication format. The Mercedes-Benz trademark must always stand alone within a blank area of specific minimum dimensions. Whenever possible, the clear space surrounding the trademark should be larger than the minimum requirement. No text or graphics may encroach on the clear space.

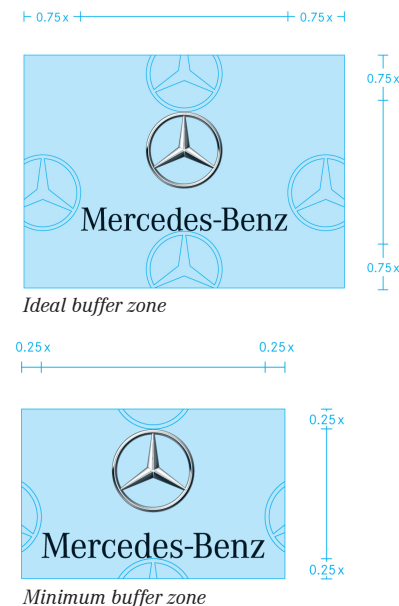
Horizontal (Standard) Trademark:

The Horizontal Trademark is generally placed on the bottom right edge of the format. It is to be placed 0.75 times the star's diameter above the bottom format edge and 0.75 times the star's diameter below any other graphical element and 1 full star's diameter from the right format edge and any graphical element on the left.



Centered Trademark:

A clear space of at least 0.75 times the star's diameter must surround all sides of the trademark. In exceptional cases where space is limited and the layout or grid is restricted, the trademark can be positioned with a minimal buffer zone of 0.25 times the star's diameter to all sides.



Horizontal Trademark for Extreme Landscape Formats:

The minimal buffer zone for extreme landscape formats is 0.5 times the star's diameter to all sides, where no other element may be positioned. If space is limited the buffer zone may be reduced to 0.25 times the star's diameter.



F. The Mercedes-Benz trademark is always to appear on one of the approved primary colors or photo backgrounds shown below. Arrowsilver is the primary color for communication media. A grey gradient is used in CMYK applications and for Arrowsilver simulation. Photo backgrounds should be free of high contrast imagery within the trademark clear space. The Midnight Blue (PMS 282) background must be used for Mercedes-Benz dealership and event signage only. The secondary colors, black and white are defined as additional acceptable colors.



	Arrowsilver	Grey gradient	Midnightblue	Black	White
CMYK	-	5 0 0 35-3 0 0 10	100 65 0 80	0 0 0 100	0 0 0 0
Pantone/special colour	K+E Novavit 220100	-	282	-	-
RGB	-	118 125 134-239 241 243	0 51 102	0 0 0	255 255 255
RAL	9006	-	-	-	-
Hexadecimal	-	#676d75-#EFF1F3	#003366	#000000	#FFFFFF

Two different versions of the trademark exist, a positive and a negative one, that were designed to ensure that the trademark shows up properly on lighter and darker backgrounds.

Positive trademark



Arrowsilver

Grey gradient as Arrowsilver simulation

White

Negative trademark

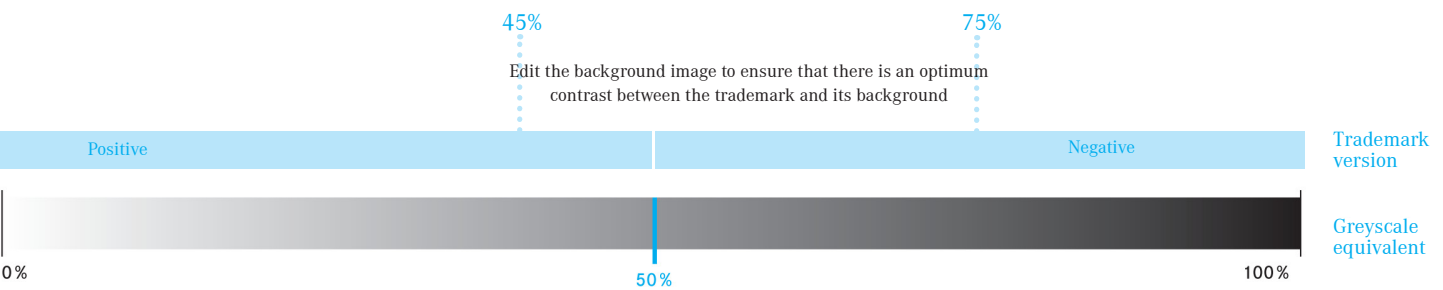


Midnight blue

Grey gradient as Arrowsilver simulation for Web and PowerPoint

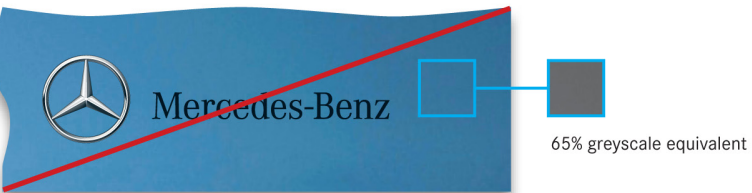
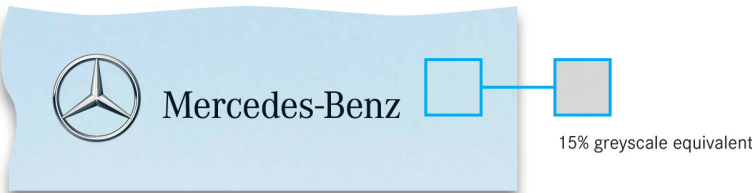
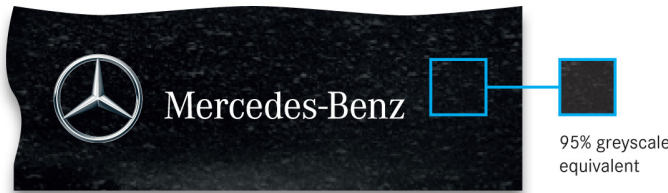
Black

The positive version is used on backgrounds with greyscale equivalent up to 50%. The negative version of the trademark is used for darker greyscale equivalents of 50% and above. In the critical range of 45% to 75% greyscale equivalent image reworking might become necessary to ensure the optimal visibility of the trademark.

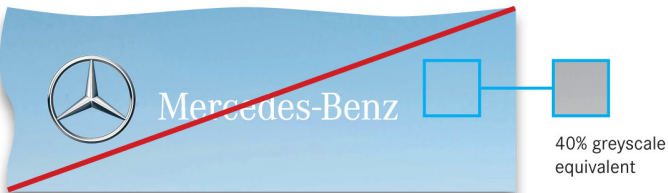


Positive trademark

Negative trademark



Lack of contrast because the wrong trademark version is being used.

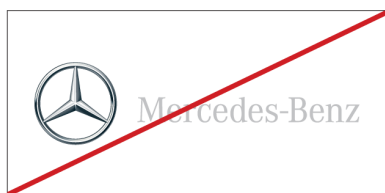


Lack of contrast because the wrong trademark version is being used.

G. The Mercedes-Benz trademark should not be used in a creative or decorative manner. Individual designs, combinations with other designs, and so-called “creative” versions are not permitted. (See examples below.) Unacceptable usage includes, but is not limited to:

- Using the trademark in a light-hearted, decorative manner or as a repeated motif.
- Using the trademark as a background for text.

Examples of Incorrect Usage of the Mercedes-Benz Trademark:



Wrong color of trademark



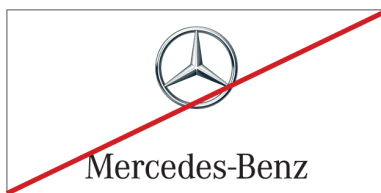
Wrong trademark version used on a dark image



Wrong proportions



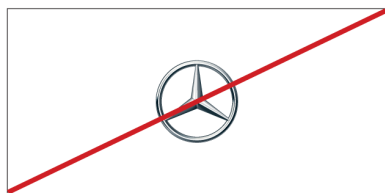
Wrong arrangement



Incorrect spacing



Buffer zone not adhered to



Solitary use of star (without trade name)



Cluttered background



Not a defined brand color

H. To ensure clear reproduction, the three-pointed star must meet the minimum size requirement of 10mm, measured both horizontally and vertically from point to point. Smaller appearances of the star are not permitted.

In instances where a vendor is responsible for inserting the Mercedes-Benz trademark into an advertisement, dealers must ensure that the publication has been provided appropriate digital files of the approved trademark. Should a publication not accommodate a request to meet Mercedes-Benz graphic standards, written documentation that the correct materials were forwarded to the publication should be sent to your Regional Marketing Manager as evidence that the dealer has made a good-faith effort to comply.

7. The Mercedes-Benz Corporate Typeface

A. Corporate A is the primary characteristic to be used in communications for headlines. This typeface must always be used in conjunction with the logo and when using the Doing Business As (DBA) name i.e., “Mercedes-Benz of Anytown” in dealer address, dealer logo and dealer contact information panels.

Corporate A Light	<i>Corporate A Light Italic</i>
Corporate A Regular	<i>Corporate A Regular Italic</i>
<i>Corporate A Demi</i>	<i>Corporate A Demi Italic</i>
Corporate A Bold	<i>Corporate A Bold Italic</i>

B. Headline type that does not include the Mercedes-Benz trade name can be set in Corporate A Condensed.

Corporate A Condensed Light	<i>Corporate A Condensed Light Italic</i>
Corporate A Condensed Regular	<i>Corporate A Condensed Regular Italic</i>
<i>Corporate A Condensed Demi</i>	<i>Corporate A Condensed Demi Italic</i>
Corporate A Condensed Bold	<i>Corporate A Condensed Bold Italic</i>

C. Corporate S is the secondary typeface and can be used for sub-headlines, introductory text, bold copy side notes, and captions.

Corporate S Light	
Corporate S Regular	
Corporate S Demi	<i>Corporate S Demi Italic</i>
Corporate S Bold	<i>Corporate S Bold Italic</i>
Corporate S Extra Bold	

D. The system typeface Arial can be used in addition to Corporate A and Corporate S for online applications *only*.

8. “Mercedes” and “Mercedes-Benz” Trade Name Dealer Application

- A. Dealers must use their DBA name as approved by MBUSA legal and franchise departments in all marketing communications. Dealers should also not link their DBA name to the “Mercedes,” “Mercedes-Benz,” “Benz,” or abbreviation (i.e., “MB”) trade names or to the Mercedes-Benz trademark in any communications (e.g., John Doe Motors should not refer to itself in advertising as “John Doe Mercedes-Benz”).

~~John Doe Mercedes-Benz~~

Incorrect - Trade name linked with dealer name

John Doe Motors

Correct

- B. **“The best or nothing” global tagline:** This global tagline is for exclusive use by Mercedes-Benz USA. Tier 3 communications are never to use the phrase “The best or nothing” in conjunction with the trademark, trade name, dealership DBA, nor in conjunction with headlines, body copy, or in reference to Mercedes-Benz vehicles or dealership services.
- C. Use of “Mercedes-Benz” or “Mercedes” in a DBA is permissible only if a dealer has received official written authorization from the MBUSA Franchise Department to use “Mercedes-Benz of [town]” as a DBA name. When used as a logo, tag, or URL, “Mercedes-Benz of Anytown” must appear in the Corporate A Regular typeface, in such cases the dealer can use the trademark with their DBA (see examples below).



Mercedes-Benz
of Anytown



Mercedes-Benz
of Anytown

- D. The Mercedes-Benz trademark, “Mercedes,” “Mercedes-Benz,” or “Benz” should not be combined with the trade name of any competitive manufacturer (e.g., Crystal Lake Mercedes-Benz Pontiac-Oldsmobile). In instances where a nonexclusive dealership has a DBA name that includes a competitive manufacturer, an appropriate space must separate the DBA name and the Mercedes-Benz trademark, as specified and illustrated in the following examples.

~~John Doe Motors~~

~~Pontiac-Oldsmobile • Mercedes-Benz~~

Incorrect - Trade name combined with that of competitive manufacturer

John Doe
Motors

Pontiac-Oldsmobile

John Doe
Motors

Mercedes-Benz

Correct - Separation from competitive manufacturer

- E. Unauthorized uses of the Mercedes-Benz trade name (e.g., “Mercedes-Benz Sweepstakes”) is to be avoided.
- F. Dealers are to refrain from advertising an extension of a manufacturer-authorized event (i.e., Summer and Winter Events) once the official event/offer has ended.
- G. “Mercedes-Benz” is not to be used in the plural or possessive form, it must always be hyphenated and must always appear with a uppercase “M” and uppercase “B.”

9. Mercedes-Benz Product Nomenclature

- A. Use full model names (i.e., S550 or CLS55 AMG) and not internal factory designations (i.e., GLK350W2, or S550V4)**
- Reference to a class of vehicle is acceptable when communicating a “starting at” MSRP, i.e., “The GLK-Class, starting at \$XX,XXX.”
 - List model year of vehicle.
- B. Use hyphens and capitalize model letter(s) when listing the vehicle class (i.e., E-Class or GLK-Class). (No spaces in model name).**
- C. Capitalize 4MATIC; do not hyphenate 4MATIC. The terms “AWD” and “All-Wheel Drive” may only be used in conjunction with the term “4MATIC.”**

10. Art, Photography, and Video Footage

- A. Dealers must ensure that art, photography, and video footage in their communications is product/model year correct for the advertised vehicle.** Dealers must pay particular attention to specific models and features and ensure that optional equipment is disclaimed. Please refer to “Specifics of Legal Disclaimer Language.”
- B. Dealers must ensure that appropriate usage rights have been purchased for all art, photography, and video footage used in their local communications.** Usage rights have been secured for all MBUSA-produced assets available to dealers on the RDA Resource Manager on <https://mercedesmarketing.com>, as well as, visuals on mbusa.com.

Additional usage rights may have to be purchased for photography and video footage from other MBUSA sources. Please submit your inquiry to MBUSA Marketing Communications via MBCCS to ensure that appropriate usage has been purchased before using photography and video footage from sources other than mercedesmarketing.com or mbusa.com. Dealers who misuse art, photography, or video footage will be responsible for all proprietary rights and legal expenses arising from such unauthorized use.

MBUSA NEW VEHICLE TIER 3 BONUS PROGRAM

Category II Infraction Policy Overview:

(Refer to RDA Program document, Rev 4, January 2012 for full program details)

Category II, 1st - 4th Infraction: No monetary assessment; dealer will receive a Courtesy Notification Letter citing the infraction(s).

Category II, 5th Infraction: 50% assessment at \$495 per wholesale via the “Miscellaneous Billing System” of the *MBUSA New Vehicle Tier 3 Bonus Program* monies paid for the month in which the infraction occurred; dealer placed on six-month probation based on the date in which the infraction occurred.

Subsequent Courtesy Notifications: Notifications within the six-month probation period equate to a 50% assessment at \$495 per wholesale from the month in which the Category II infraction occurred. In addition, the six-month probation period resets based on the date in which the subsequent infraction occurred.

Category II, Notification #5 will be assessed as well as subsequent notifications, based on the month in which the infraction occurred. Dealers are cleared of probation if they have placed Tier 3, Category II brand compliant communications in the marketplace for six consecutive months after their last Category II Notification infraction date, i.e., an infraction occurring more than six months from the last Category II Notification infraction date will be reset as Category II Notification #1.

Note: A communication containing multiple infractions will be counted as one strike. A communication containing both a Category I and Category II infraction will default to a strike pertaining to the most egregious infraction, i.e., Category I infraction supercedes a Category II infraction.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle Tier 3 marketing questions not specifically addressed in the “Mercedes-Benz Brand Communication Standards” must be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 5 PM regardless of time zone at **1-800-790-0917, or via email info@mercedes.adcompliance.com.**

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer’s Tier 3 website requires a seven-day turn-around. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation’s monthly offers which are valid only for the month indicated in the “Monthly Sales Guide.”

MBCCS is not responsible for the following services:

1. VIN and Stock #s: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to MBUSA’s *Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS’s monitoring process.

2. Superlative claims: Dealer is responsible to assure that claims can be documented.

3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

SPECIFICS OF LEGAL DISCLAIMER LANGUAGE

The following are general examples that may not address all state and local law requirements. Dealer is to review with local legal counsel to ensure federal, state and/or local regulations are addressed.

Airbag Disclaimers

The following airbag disclaimer should be included at the bottom of all print ads in which airbags are mentioned. The disclaimer should appear in capital letters, as follows:

For models with a back seat: WARNING: THE FORCES OF A DEPLOYING AIRBAG CAN CAUSE SERIOUS OR FATAL INJURY TO A CHILD UNDER 13. THE SAFEST SEATING POSITION FOR YOUR CHILD IS IN THE REAR SEAT, BELTED INTO AN APPROPRIATE, PROPERLY INSTALLED CHILD SEAT, OR CORRECTLY WEARING A SEAT BELT IF TOO LARGE FOR A CHILD SEAT. SEE OWNER'S MANUAL FOR ADDITIONAL WARNINGS.

Occupant Classification System (OCS) safety information: All current Mercedes-Benz models are equipped with the OCS (with the exception of the G-Class), which is designed to turn off the front passenger's front airbag when the system senses the weight of a typical child 12 months old or younger plus the weight of a standard child restraint. See vehicle's Owner's Manual for important additional information on this system and further information regarding the transportation of children heavier than a typical 12-month-old.

For new models without a back seat and with OCS: SEE OWNER'S MANUAL OR CONSULT YOUR DEALER FOR INFORMATION REGARDING THE OCCUPANT CLASSIFICATION SYSTEM (OCS) AND PROPER INSTALLATION OF A CHILD SEAT.

BabySmart™ Safety Information: Most Mercedes-Benz vehicles from MY 1998 through 2003, select models from 2004 through 2006, and current G-Class vehicles are equipped with BabySmart™. Mercedes-Benz vehicles equipped with BabySmart™ have a device that recognizes the presence of a BabySmart™-equipped child seat when properly installed in the front passenger seat and deactivates the passenger front airbag.

For models without a back seat and with BabySmart™: SEE OWNER'S MANUAL OR CONSULT YOUR DEALER FOR INFORMATION REGARDING BABYSMART™ AND PROPER INSTALLATION OF A CHILD SEAT.

Radio Disclaimers

If the radio ad is model-specific, e.g., ML350 instead of M-Class: MSRP excludes all options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If the radio ad is class-specific, e.g., M-Class instead of ML350: MSRP for a [year, model] excludes options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

For Arizona and Tennessee, VERSION D: You must also incorporate "includes transportation charge." Please check your state law for any additional or varying disclosure requirements including particular additional fees and charges that might otherwise be required to be specifically stated in advertising.

If model shown has optional equipment (including metallic paint), the following line should be included: (Model) shown at [MSRP plus the price of equipment] includes optional [list all optional equipment].

Print Disclaimers

Price Advertising*:

If MSRP advertising and the MSRP line states “Starting under” or “Starting at”: MSRP for a (year) (model) includes transportation charge. Excludes all options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If the MSRP line incorporates the year and model: MSRP includes transportation charge. Excludes options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If model shown has optional equipment (including metallic paint), the following line should be included: (Model) shown at [MSRP plus the price of equipment] includes optional [list all optional equipment].

If dealer actual pricing: Please comply with all laws regarding identification of vehicles, required inventory, and required pricing elements and excluded items.

***Subject to compliance with federal and state consumer protection laws, the dealer is free to charge customers any price it chooses, in its absolute discretion, for a vehicle. Nothing in the “Mercedes-Benz Brand Communication Standards” is intended to inhibit a dealer from posting any price or promotion for a vehicle on the dealer premises.**

4MATIC: Best performance on snow and ice obtained with winter tires. Please always drive carefully, consistent with road conditions.

Fuel efficiency (highway range): EPA estimated XX MPG highway with XX-gallon fuel tank capacity. You may get different mileage depending on driving conditions.

Tow package: Requires optional tow package and in some states aftermarket trailer brakes.

Roadside Assistance: Roadside Assistance repairs may involve charges for parts, service, and towing. At times, these services may be provided by an outside authorized Mercedes-Benz service. [See dealer for details.]

Copyright (for ads first published in CY2011; year will vary): ©2011 Authorized Mercedes-Benz Dealers or individual dealer (as applicable).

Call to action: Appears in the body copy in Corporate ads and after the legal in RDA ads: For more information, call 1-800-FOR-MERCEDES or visit MBUSA.com.

Mercedes-Benz Star Service Pre-Paid Maintenance Disclaimer

The following language must be utilized for all advertised lease pricing that is inclusive of the Mercedes-Benz Star Service Prepaid Maintenance:

Example – “Lease the C-Class for \$359/month for 33 months with Mercedes-Benz Star Service Prepaid Maintenance”*

The following disclaimer must be used:

*For details, exclusions and limitations on Mercedes-Benz Star Service Prepaid Maintenance, contact your dealer, visit www.mbusa.com/maintenance, or call 1-800-FOR-MERCEDES.