



Mercedes-Benz Brand Communication Standards

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Mercedes-Benz



Introduction

The “Mercedes-Benz Brand Communication Standards” (MBBCS), published July 2015, Rev. 10 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, Rev. 5: November 2012, Rev. 6: July 2013, Rev. 7: February 2014, Rev. 8: February 2015, Rev. 9: April 2015) and remain in effect until noted otherwise. The “Mercedes-Benz Brand Communication Standards” apply to all forms of paid and non-paid (added value) Tier 3 new vehicle and service marketing communications, inclusive of, but not limited to: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, 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 lowers 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 new vehicle services, local events and co-branded sponsorships, the dealer in good faith will employ 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.

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 and service 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 4 PM regardless of time zone at 1-800-790-0917, or via e-mail 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 turnaround. 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 only.
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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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 vehicle and service marketing via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, 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 Mercedes-Benz Regional Dealer Advertising Program document (dated February 2014, Rev. 7), for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

1. Language Usage

A. Discounting

1. Tier 3 marketing for new vehicle, demonstration, or special demonstration vehicles **must always** reflect pricing at MSRP and/or offers stated within the “Monthly Sales Program Guide” for the time frame indicated in the “Guide” and must include the Destination and Delivery charges. Marketing communication examples include, but are not limited to, dealer newsletters, e-mail blasts, direct marketing, digital marketing.
 - 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.”
 - **One-to-One Communication:** The only exception to this guideline is a unique, single communication, i.e. a sales consultant communicating with one customer via an e-mail, response to an electronically generated lead via e-mail or phone, AutoAlert/automotiveMastermind system etc. correspondence, a phone call and/or correspondence via standard mail.
2. **Discounting MSRP of a vehicle sale price via alternative cash incentives 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 at MSRP or complying with that published in the MBUSA “Monthly Sales Program Guide.”**
- 5. Vehicle listings on websites which exist for the purpose of providing auction-based pricing:**
 - New launch vehicles are not to be listed within 60 days of the retail launch of the model introduction.
 - Limited production/specialty vehicles cannot be listed until authorized by MBUSA via Sales Operation’s “Monthly Sales Program Guide.” The “Monthly Sales Program Guide” shall specifically state on a monthly basis which limited production/specialty vehicles are prohibited from being listed.
 - New vehicle listings must comply with all “Mercedes-Benz Brand Communication Standards” contained in this document, including pricing complying with MSRP or that published in the MBUSA “Monthly Sales Program Guide.”
- 6. Matchmaker websites: Dealers providing discounted pricing on 3rd party websites (i.e. TRUECar.com, Edmunds.com, KBB.com and similar) must adhere to the monthly Tier III Matchmaker Guide or Tier III Lease and APR guide in order to be compliant.**

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%.¹
 - 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 deals on 20xx models. But hurry, the offers end December 31.
 - Take advantage of the end of the model year with some incredible offers. Come in to Mercedes-Benz of _____ now through December 31.
 - The end of the model year is here. Come in now through December 31 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 31.
 - The end of the model year has arrived. Come in for a special offer on 20xx models now through December 31.
2. **Dealers may not use the terms such as** “Dealer cost,” “Invoice,” “Certificate,” “Rebates,” “Cash Back,” “Coupon,” “Dealer

¹ Requires use of disclaimer. Please refer to Section I “2B.”

Incentives,” “Factory Incentives,” “Cash Incentives,” “Special Internet Pricing” or “Low Prices” (in reference to a vehicle price).

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 Programs and Guidelines.”** Use of these terms in any other context warrants an infraction, including all exaggerated forms of these terms including “Huge Savings,” “Best Savings,” etc.

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. Superlatives such as “biggest,” “best,” “largest,” “first,” “only,” “most aggressive,” “most professional,” “friendliest,” “easiest to accommodate,” “largest inventory,” “fastest growing,” and other similar phrases are often impossible to document or require significant disclaimers.
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.

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-produced, 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 Program Guide as this would imply they are components of a corporately offered program. Dealers are to refrain from advertising a manufacturer-authorized event (i.e. Summer and Winter Events) outside the stated dates of event once the official event/offer has ended. Dealers must clearly designate a Tier 3 event with their DBA name and not infer it is an OEM event.
 - 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 guidelines regarding Demo vehicles.)

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” or “sales addendum notice” available on NetStar. Offers stated within MBUSA’s “Monthly Sales Program Guide” and/or “sales addendum notices” cannot be advertised by a broker.

When advertising the sale of a Courtesy Vehicle (CVP) the following must be adhered to:

- Must be clearly indicated as a CPO/PO vehicle
- Cannot reference \$XX off MSRP; as an example, it is acceptable to advertise the car for \$30,000, but not acceptable to reference “\$5,000 off MSRP”
- Any lease offers must follow the new car guidelines as published in the Monthly Sales Program Guide.
- APR offers must follow CPO/PO support

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’ customer down payment (capitalized cost reduction) and mileage allowance requirement.
- 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 lease or financed Mercedes-Benz vehicle; however, the value of such payment cannot be deducted from the advertised MSRP. See “Monthly Sales Program Guide” for further clarification of “Sign and Drive” advertising guidelines.
- 4. Mercedes-Benz Drive Employee Appreciation and Loyalty program (MBDEAL)/Dealership Employee Purchase Program (DEPP) advertising is not permitted.** The details of the MBDEAL/DEPP lease or retail offerings are a guideline only for dealership employees and affiliate company employees and their family members.
- 5. Certain Market Support Programs** (for example, Customer Appreciation Program (CAP) and Lease and Retail Incentive Certificate Program advertising) are not permitted to be advertised. Programs that cannot be advertised via Tier 3 advertising will be noted in each program notice.
- 6. On occasion, MBUSA Sales Operations has the right to select models that will allow dealers to advertise at a lower lease payment via Tier 3 advertising.** Dealers must comply with program parameters as stated in the “Tier 3 Ad Guidelines Addendum” notice and with all advertising standards as outlined in the “Mercedes-Benz Brand Communication Standards.”

B. Lease and APR Advertising Disclaimers:

An appropriate legal disclaimer must accompany any price listing. Required advertising disclosures must be made clearly and conspicuously. 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 and/or APR advertising. If a monthly lease payments advertised, dealers must ensure compliance with Federal Regulations (Regulation M). If an APR rate is advertised, dealers must ensure compliance with Federal Regulations (Regulation Z). If a rate of finance charge is stated in an advertisement, it must also be stated as an APR.

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.

- To comply with “as conspicuous as” in digital banner and paid search marketing initiatives, dealers may include an MBUSA monthly offer as outlined in the current “Monthly Sales Program Guide” in their SEM copy and in doing so, must assure the landing page provides the full disclaimer for lease structure and/or APR rates.

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.

Photography or illustrations of specific vehicles must be reflective of the advertised terms or otherwise noted. The duration of the limited time lease or sale offer must be specified.

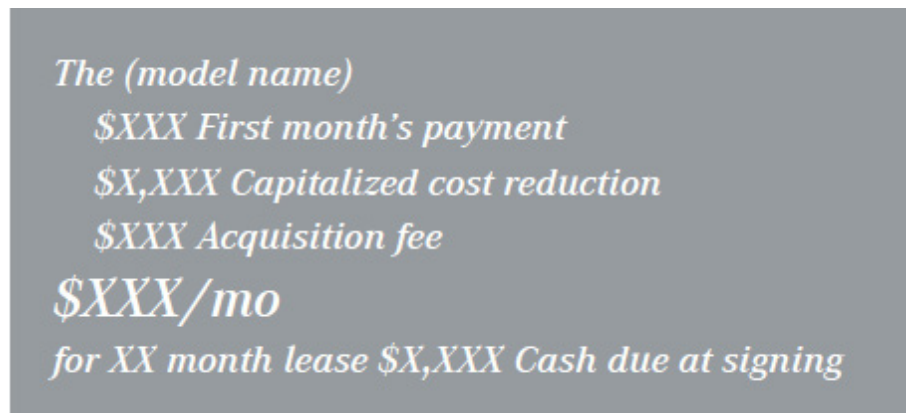
Additional State Requirements: A lease and/or APR advertisement that meets federal disclosure requirements may still fail to meet applicable state laws regarding deception and confusing advertising. Please be sure to check your state law requirements with your counsel before running any lease or APR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

C. Regulations Regarding Advertising Lease Offers: 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, title and registration fees.

2. A disclosure of pertinent lease terms must be as readily noticeable as the advertised payment. This prominent disclosure must include the following in proximity to the advertised payment: length of term of the payment, capitalized cost reduction, acquisition fee, total cash due at signing as per the illustration that follows:

“Disclosure box” example



Lease rates should not be quoted in advertising.

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

Available only to qualified customers at participating authorized Mercedes-Benz dealers through Mercedes-Benz Financial Services (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. No security deposit required.

Alternative Full Disclaimer required when both the "Disclosure Box" terms and shortened disclaimer are not used together:

Available only to qualified customers through Mercedes-Benz Financial Services (where applicable to advertised lease) at participating authorized Mercedes-Benz dealers through (date). Not everyone will qualify. Advertised _____ month lease rate based on MSRP of \$_____ less the suggested dealer contribution resulting in a total gross capitalized cost of \$____. Dealer contribution may vary and could affect your actual lease payment. Includes Destination Charge and optional _____(Package or Equipment). 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 \$____. No security deposit required. Total payments equal \$____. At lease end, lessee pays for any amounts due under the lease, any official fees and taxes related to the scheduled termination, excess wear and use plus \$0.25/mile over _____ miles and a \$595 vehicle turn-in fee. Purchase option at lease end for \$___ plus taxes (and any other fees and charges due under the applicable lease agreement) in example shown. Subject to credit approval. See dealer for complete details. For more information, call 1-800-344-8736 , or visit MBUSA.com.

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

E. Non-MBUSA Lease and APR Programs: Exceptions 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 be advertised by a dealer in its Tier 3 advertisements. MBUSA will allow dealers to buy down an APR rate offered by an independent financial institution. Non-MBUSA lease and/or APR programs (that are not featured in the MBUSA "Monthly Sales Program Guide"), must meet the following requirements: Customer down payment must not exceed 10% of total vehicle MSRP including destination; lease term may not exceed 48 months; advertised monthly payment may not be lower than 0.75% of the total vehicle MSRP including destination; a lease must be at least 10,000 miles per year, must use lease disclaimer as stated in Section I 2C or APR disclaimer as stated in section I 2F and clearly state the independent financial institution when advertising such programs.

F. Regulation Regarding Advertising Retail Contract APR Offers: *Federal Law, Regulation Z, 12 Code of Federal Regulations, Part 2226*, must be complied with in full. It makes mandatory certain disclosures for any Retail APR advertisement that contains any of the following "triggering terms": the amount of or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge. If any of these triggering terms are used, the advertisement must disclose the following additional information:

- The amount or percentage of the downpayment
- The terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment.
- The "annual percentage rate," using that term, and if the rate may be increased after consummation, that fact.

Required APR Disclaimer with terms listed above:

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 Services. 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.

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. Any down payment required must also be disclosed (by amount or percentage).

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). MBUSA will allow dealers to buy down MBFS Standard APR rate offered.

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 M or Regulation Z will comply with federal law if the advertisement lists a toll-free telephone number along with a statement that the number may be used by consumers to obtain additional cost information.

For lease advertising, in order to employ the toll-free number, the advertisement must still identify the advertised transaction as a lease, 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 offer. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast.

For retail APR advertising, in order to employ the toll-free number, the advertisement must identify the advertised transaction by stating the annual percentage rate. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast.

The lease or retail disclosures required by Regulation M or Regulation Z must be provided early in the toll-free number recording message sequence. For lease advertising, all the disclosure information required must be provided orally or in writing upon consumer request via the toll-free number in compliance with Regulation M.

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.

H. If you choose to advertise any or all of the Competitor Conquest or Loyalty Accelerator Programs, the language provided in the "Monthly Sales Program Guide" must be used. Please refer to the guidelines for all eligible makes. As always, compliance with advertising standards as outlined in the "Mercedes-Benz Brand Communication Standards" is required.

3. Fleet

A. USAA Program

USAA incentives are not permitted to be advertised. The dealer must request that the customer contact them for current offers as described in the USAA Sales Program Pricing document updated monthly in NetStar.

B. The terms “Deal,” “Special Deal,” “Special Purchase,” “Save,” “Savings” and “Incentives” can only be used when they refer directly to the offers published in MBUSA’s “Fleet Programs & Guidelines.”

C. For Fleet Incentives: The standard published Fleet Incentive is combinable with concurrent Market Support as outlined in the “Fleet Programs & Guidelines” unless otherwise noted. Only eligible new and unused vehicles listed in the fleet program qualify.

D. A footnote disclaimer must reference the Fleet Incentive and include the following information: Available for qualified customers only.

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

- Employees residing within their AOI.
- The corporation’s Intranet or internal e-mail communications: only applicable for corporate offices located within a dealer’s AOI.
- In alternate channels, clearly identifying an extended incentive is applicable only for employees of eligible companies, i.e., “Available for qualified customers only.”

F. Dealerships may not advertise or position themselves to appear as the exclusive or preferred dealership of an MBUSA Fleet program when marketing to a company or an association.

G. 3rd Party Logo Advertising: Dealerships may not use or advertise 3rd party logos on their website or when marketing to a company or association.

4. 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.**

A. Multi-Point DMA

1. **Spot TV:** Must have signal in dealers AOI.
2. **Spot Cable:** Purchase only cable zones inclusive of zip codes within AOI.
3. **Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100,000.

C. Print:

1. Must purchase zip codes or regional edition when available, purchasing only those zip codes which fall within dealer’s AOI.
2. Publications with non-regional capabilities must have at least 10% of circulation within the dealer’s AOI.

B. Single Point DMA

1. **Spot TV:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter.
2. **Spot Cable:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter; however, within only those cable zones inclusive of AOI zip codes.
3. **Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100,000.

D. Print:

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

E. Out-of-Home: May only be purchased in zip codes within a dealer’s AOI (i.e. signage, transit bus buys, billboards etc.).

– *These rules apply regardless of creative message (New, Service, Pre-Owned, Certified Pre-Owned etc.)*

F. 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.

G. Search Engine Marketing (Paid Search):

Dealers must establish geo-targeted Search Engine Marketing (SEM) accounts to ensure paid search results appear only to IPS addresses whose zip code aligns with their AOI. (A step-by-step guide including examples to set up a compliant geo-targeted SEM account is available under the “Tier 3 Bonus Program” tab on www.mercedesmarketing.com entitled “Using Google Zip Code Targeting” along with a “Dealer Checklist for SEM.”)

Tier 1/Corporate Paid Search:

MBUSA will handle the national buy of all keyword terms relating to Mercedes-Benz trade/product/class names. Dealers are not to purchase such keywords on a national basis. A dealer may, however, purchase these terms via their geo-targeted SEM account assuring that search results appear only to IPS addresses of the zip codes which define their AOI, i.e., MBUSA purchases Mercedes-Benz E-Class on a national level; dealer may purchase Mercedes-Benz E-Class via their geo-targeted SEM account defined by zip codes within their AOI.

MBUSA will handle the purchase of geo-modified keywords which reference a state name, i.e. Mercedes-Benz Ohio. Dealers are not to purchase keywords inclusive of the state in which they are located. The only exception to this is if a dealer is the only authorized Mercedes-Benz dealer within the state.

Tier 2/LCP Paid Search:

MBUSA manages Brand+Geo keyword buys at a DMA level which drives the consumer to a dealer locator landing page for the respective LCP group.

Tier 3/Individual Dealer Paid Search:

The following guidelines govern Tier 3 SEM buys:

- SEM accounts must always be set-up with geo-targeted parameters reflective of a dealers AOI geographical boundaries. This assures search results appear only to IPS addresses whose zip codes align with the AOI.
Search Engine Marketing with sites other than Google: If zip code targeting is not available on search engine marketing sites (i.e. Yahoo/Bing, etc.) then dealer must set-up their accounts to follow the minimum radius officially offered by that specific search engine.
- Trade name, product, and class terms may be purchased via a geo-targeted SEM account.
- Keywords inclusive of city names and geo-references must be reflective of locations within their AOI.
- Dealers within a DMA whose DBA is not “Mercedes-Benz of *Anytown*” are to set up their dealer name as an *exact match negative term* within their search accounts.
- Dealers are not to purchase keywords inclusive of the state in which they are located. The only exception to this is if a dealer is the only authorized Mercedes-Benz dealer within the state.
- Dealers are not to purchase keywords inclusive of the name of other authorized Mercedes-Benz dealers.
- Prospects in the process of relocating to an area are to be reached via organic search (SEO).

SEM Reference Guide:

KEYWORD BUY CATEGORY	MBUSA RESPONSIBILITY/ Tier/1(Corp) & Tier 2(LCP)	DEALER ACCOUNT RESPONSIBILITY/TIER 3
Brand+Local Geo Terms i.e., Mercedes-Benz Pittsburgh Brand+State Name	National Buy	AOI zip code only buy On an Exact Match Basis Not to buy state name
Branded Terms i.e., Mercedes-Benz E-Class	National Buy	AOI zip code only buy On a Broad-Match Basis
Conquesting i.e., BMW 3-series	Tier 1: National Buy Tier 2: DMA Level	AOI zip code only buy On a Broad-Match Basis
Unbranded i.e., Luxury SUV	Tier 2 Buy Market-by-Market Based on LCP budget	AOI zip code only buy On a Broad-Match Basis
Dealership Name	—	AOI Only Exact Match Basis

H. Dealer Website URL/Meta Description Tag/and Meta Keyword Tags:

Dealer must assure that all elements of their dealer website comply with AOI rules as outlined in the “Mercedes-Benz Brand Communication Standards.” As stated throughout these standards, predatory marketing outside a dealer’s AOI is strictly prohibited. This is inclusive of predatory Search Engine Optimization (SEO) practices pertaining to all dealer website body copy, URLs and Meta description/Keyword Tags which incorporate geographic references beyond the dealer’s AOI and/or other Mercedes-Benz dealer names, or variations on their names. Such predatory SEO practices are in violation of the “Mercedes-Benz Brand Communication Standards” regardless of the section(s) of a dealer website where this information appears.

I. Local Event:

- A dealer is not to sponsor an event outside of their AOI.
If an event falls outside of the AOI, the dealer must receive pre-approval from their MBUSA Regional Office.
Exceptions:
 - If a dealer sponsors/supports a local charity in its AOI and the charitable event is held at a venue outside the dealer’s AOI, the dealer may continue to support the charity.
 - A dealer may sponsor a venue/event which attracts a large percentage of the dealer’s customer base, i.e., a stadium/arena sponsorship which is held outside the dealer’s AOI when the dealer within the AOI of the venue has declined the sponsorship and approval is received from MBUSA’s Regional Office.
- Customer invitee list must reside within a dealer’s AOI.
- Invite of existing customer(s) outside of AOI is to include only individuals who have a proven financial relationship with the dealer (Roadside Assistance transactions do not apply).
- Co-branded events are acceptable only if establishment/organization is located within the dealer’s AOI and the association is deemed brand commensurate, i.e., does not align with discount retailers.
- When utilizing a co-branding partner’s database for marketing, the dealer may only access those records reflective of mailing zip codes within their AOI.

- J. 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.
- K. Purchasing of "Zones":** Dealers are permitted to purchase a zone on 3rd party sites (i.e. Autotrader.com, Cars.com, Edmunds.com etc.) if the zone includes at least 1 zip code within the dealer's AOI. This mimics our current spot cable buy rule. PO Box zip codes may not be purchased.
- L. Mass Communications:** Dealer may send a mass communication (i.e. direct mail, e-mail blasts, etc.) to customers* within their DMS database. Vehicle pricing in mass communications must always reflect pricing at MSRP and/or offers stated within the "Monthly Sales Program Guide".

5. 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. Avoid advertising placement in undesirable environments which negatively impact the integrity of the Mercedes-Benz brand.
2. **Dealers are not to partner with independent brokers, leasing companies and/or websites that link, frame, or are otherwise associated with:**
 - a) Sites that utilize marketing terms and images that mislead or deceive a consumer into believing that the consumer is purchasing new Mercedes-Benz vehicles from an authorized MBUSA entity.
 - b) Sites or social media applications that create the appearance/impression that they represent an official web property of MBUSA, Mercedes-Benz, or any other Daimler AG entity.
 - c) Sites that do not conform to required state/local regulations pertaining to proper disclosure of lease or retail terms and conditions.
 - d) Sites that advertise/offer Mercedes-Benz vehicle pricing less than current pricing offered by MBUSA or MBFS Sales Programs.
3. Dealers are not to advertise with retailers known for selling of discounted and/or distressed goods or the selling of counterfeit products. Advertising examples are, but not inclusive of, on-site vehicle displays, store signage, events, mailers, internet ads. Dealers may participate in said retailer internet lead programs.

Lead generation activity is compliant

4. **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.
5. **Images** appearing in Tier 3 communications must support Mercedes-Benz strategies, goals, and philosophies.
6. **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.
7. **Competitive Advertising Claims.** Dealers are discouraged from advertising “call outs” to competitors by name as it diminishes the integrity of the brand. A competitive claim challenged by said competitor is the sole responsibility of the dealer to litigate, indemnifying Mercedes-Benz USA, LLC.

B. 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.
- **SEO and SEM Corrections:** Corrections must occur immediately.

6. Service Marketing

Language Usage

A. Discounting

1. **At the dealer's discretion, discounting below MSRP is allowed on service and parts.**

B. Distressed Language

1. **Dealers may not utilize any form of distressed advertising**, including any mention of overstocking, closeouts, or other suggestions that the parts and or services cannot be sold. Examples of distressed language include the words "Clearance," "Liquidation," "Blowout," "Overstocked," "Reduction" (i.e., "Inventory Reduction," "Massive Reduction," "Construction Reduction," "Tent Sale," "Garage Sale," "Super Store," or "Super Center"), "Factory Incentives" or any other phrase that tends to create the impression that Mercedes-Benz parts and or services are an "economy" or "discount" brand rather than a premium brand.
2. **The term "reduction" may only be used in conjunction with the reduction of service or parts costs. (e.g., "Service Cost Reduction" or "Parts Cost Reduction").**

Acceptable alternative language examples:

1. % off
 2. Discount
 3. \$ off
 4. Coupon
 5. Voucher
 6. Dealer Cost
 7. Invoice
 8. Cash Back
 9. Dealer Incentives
 10. Cash Incentives
 11. Special Internet Pricing
 12. Low Prices
3. **Dealers may not use any exaggerated form of terms such as** "Huge Savings," "Best Savings," "Massive Savings," "Enormous Discounts," "Tremendous Opportunity," etc.

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. Superlatives such as "biggest," "best," "largest," "first," "only," "most aggressive," "most professional," "friendliest," "easiest to accommodate," "largest inventory," "fastest growing," and other similar phrases are often impossible to document or require significant disclaimer.

2. Dealers may not reference or use the 2015 Leadership Bonus reporting for marketing or advertising purposes at any point in time.

D. Improper identification of “required” scheduled maintenance content

Required scheduled maintenance content is described in the vehicle maintenance sheets available via STAR TekInfo up to MY14.

1. Required scheduled maintenance content known as “Service A” or “A Service”

for vehicles MY09 up to and including MY14 must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**

“Price advertised for Service A/Service B includes all factory-required components. Please refer to your maintenance booklet for the complete list of factory-required services and details on the specific intervals for your vehicle’s year and model.”

1. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

2. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

3. All fluid level checks and corrections are dependent on factory-recommended service intervals for your vehicle’s year and model.

4. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

5. Brake component inspection – alternative acceptable language

- Brake component check

6. Reset maintenance counter

7. Adhere to all required elements listed by model year and specific model as indicated on the corresponding service sheet for Mercedes-Benz Maintenance Systems in the USA.

2. Required scheduled maintenance content known as “Service B” or “B Service”

for vehicles MY09 and up to including MY14 must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**

“Price advertised for Service A/Service B includes all factory-required components. Please refer to your maintenance booklet for the complete list of factory-required services and details on the specific intervals for your vehicle’s year and model.”

8. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

9. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

10. Cabin dust/combination filter replacement – alternative acceptable language

- Replace air condition cabin filter
- Replace cabin filter
- Replace combination filter
- Replace dust filter

11. Brake fluid exchange

12. All fluid level checks and corrections are dependent on factory-recommended service intervals for your vehicle's year and model.

13. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

14. Brake component inspection – alternative acceptable language

- Brake component check

15. Reset maintenance counter

16. Adhere to all required elements listed by model year and specific model as indicated on the corresponding service sheet for Mercedes-Benz Maintenance Systems in the USA.

3. MY15 and newer for non-PPM advertising for scheduled maintenance content known as “Service A” or “A Service” for MY15 vehicles and newer must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**

“Services and pricing for Service A/Service B may vary due to your driving habits, mileage, and local environmental conditions. Please refer to your maintenance booklet for additional details and general guidelines for your vehicle's year and model.

17. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

18. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

19. All fluid level checks and corrections are dependent on your vehicle's calculated service intervals.

20. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

21. Brake inspection – alternative acceptable language

- Brake check

22. Reset maintenance counter

23. Adhere to all required elements determined by the vehicle's Maintenance Service System (MSS).

4. MY15 and newer for non-PPM advertising for scheduled maintenance content known as “Service B” or “B Service” for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
Services and pricing for Service A/Service B may vary due to your driving habits, mileage, and local environmental conditions.
Please refer to your maintenance booklet for additional details and general guidelines for your vehicle's year and model.*

24. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

25. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

26. All fluid level checks and corrections are dependent on your vehicle's calculated service intervals.

27. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

28. Brake inspection – alternative acceptable language

- Brake check

29. Reset maintenance counter

30. Adhere to all required elements determined by the vehicle's Maintenance Service System (MSS).

5. MY15 and newer for PPM advertising for scheduled maintenance content known as “Service A” or “A Service” for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
 “Service A/Service B is pre-determined and outlined in your pre-paid maintenance contract. Additional maintenance may be required according to your driving habits, mileage and local environmental conditions. Please refer to your pre-paid maintenance contract for additional information and outlined service details for your vehicle’s year and model.”

Chart is for dealer reference only and is not to be included in advertising or disclaimer

Required A-Services Coverage MY15 and Newer

All Models ¹	10k	30k	50k	70k	90k	110k
Synthetic motor oil and filter replacement	■	■	■	■	■	■
Fluid levels check and correction ²	■	■	■	■	■	■
Multipoint inspection	■	■	■	■	■	■
Wiper blade sets	■	■	■	■	■	■
Spark plugs replacement			■			
Engine air filter replacement			■			
Fuel filter replacement (Diesel models)			■			
Specific AMG Model Services ¹						
Rear axle oil change		■			■	
Engine air filter replacement		■			■	
Transmission oil and filter replacement		■			■	
V12 AMG coolant service		■			■	
Specific CLA & GLA AMG Model Services						
Rear axle oil change	■	■	■	■	■	■
Engine air filter replacement	■	■	■	■	■	■
Transmission oil and filter replacement		■			■	
Mercedes-Benz Electric Models						
Fluid levels check and correction	■	■	■	■	■	■
Multipoint inspection	■	■	■	■	■	■
Wiper blade sets	■	■	■	■	■	■

¹ All G models not applicable to above charts. Please see the maintenance booklet for service coverage.
² Includes coolant, brake, power steering, windshield washer fluids and AdBlue (Diesel models).

6. MY15 and newer for PPM advertising for scheduled maintenance content known as “Service B” or “B Service” for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
Service A/Service B is pre-determined and outlined in your pre-paid maintenance contract. Additional maintenance may be required according to your driving habits, mileage and local environmental conditions. Please refer to your pre-paid maintenance contract for additional information and outlined service details for your vehicle’s year and model.”

Chart is for dealer reference only and is not to be included in advertising or disclaimer

Required B-Services Coverage MY15 and Newer					
All Models ¹	20k	40k	60k	80k	100k
Synthetic motor oil and filter replacement	■	■	■	■	■
Cabin dust/combination filter replacement	■	■	■	■	■
Brake fluid change	■	■	■	■	■
Fluid levels check and correction ²	■	■	■	■	■
Multipoint inspection	■	■	■	■	■
Wiper blade sets	■	■	■	■	■
Spark plugs replacement					■
Engine air filter replacement					■
Transmission oil and filter replacement			■		
Fuel filter replacement (Diesel models)					■
Specific AMG Model Services ¹					
Rear axle oil change			■		
Engine air filter replacement			■		
Transmission oil and filter replacement			■		
V12 AMG coolant service			■		
Specific CLA & GLA AMG Model Services					
Engine air filter replacement	■	■	■	■	■
Transmission oil and filter replacement			■		
Mercedes-Benz Electric Models					
Combination filter replacement	■	■	■	■	■
Brake fluid change	■	■	■	■	■
Fluid levels check and correction	■	■	■	■	■
Multipoint inspection	■	■	■	■	■
Wiper blade sets	■	■	■	■	■

¹ All G models not applicable to above charts. Please see the maintenance booklet for service coverage.

² Includes coolant, brake, power steering, windshield washer fluids and AdBlue (Diesel models).

7. Premier Express Advertising - Dealers may not diminish the level of service when advertising Premier Express and must include the following disclaimer*

* With Premier Express, you can receive routine vehicle service maintenance in about an hour or less with no appointment required. Actual servicing duration may vary based on external circumstances.

8. When advertising the sale of an oil change the following must be adhered to:

31. For MY09 up to and including MY14 vehicles, dealers may not call it “just an oil change” or “oil and filter special” as this omits the necessary and required components required by the factory to be considered sufficient and proper maintenance of the vehicle within Service A and Service B specifications to reset the service indicator light and diminishes the service level performed.
32. For MY15 and newer vehicles, dealers may advertise an oil and filter special but must include the following disclaimer: “Oil and filter change is the base advertised service component. Additional services as determined by your vehicle’s ASSYST Plus system, which calculates service needs based on your driving habits, time, mileage and environmental conditions, may increase service cost.”
33. Guidelines do not apply to vehicles MY08 and older where advertising an oil change is permitted. Non-compliant Service Marketing ads must be corrected within 24 hours to assure compliance.

9. Required scheduled maintenance content for diesel vehicles

MY09 and newer must be advertised including:

34. AdBlue® replenishment at all intervals
35. Fuel filter replacement as indicated in vehicle’s maintenance manual
36. Adhere to all required elements specified in the corresponding Service Sheet

10. Any unique maintenance content for AMG and V12 vehicles is specified in the corresponding Service Sheets and must be advertised accordingly
11. **All customer-facing communication and documentation regarding services must list all factory-required services for Service A and Service B as well as identify any additional dealer-recommended services as above and beyond the stated requirements including but not limited to maintenance reminders, online scheduling, vehicle repair orders, etc.**
12. **Dealers may not remove from the “required” scheduled maintenance content** and market the diminished service as sufficient for proper maintenance of the vehicle.
13. **Dealers may not add to the “required” scheduled maintenance content** and market the additional services as required for proper maintenance of the vehicle.
14. **Service content that does not have a technical benefit supported by Mercedes-Benz USA may not be marketed as required maintenance and must be clearly identified as “dealer-recommended” services including** all fuel system cleaners, nitrogen tire services, etc.

E. TouchPoint Advanced Marketing Platform

1. **All TouchPoint Advanced Marketing Platform marketing pieces are pre-approved as brand compliant and no pre-approval is required.**

These pieces will not be monitored by Mercedes-Benz Communication Consultation Services (MBCCS).

F. Certified Programs

1. **Dealers may only advertise or reference their participation in certain specific programs for which they are currently participating and certified.** Such programs include, but are not limited to, Premier Express, My Choice, PartsPro and Certified Collision Centers. Any advertisements or references by dealers regarding their participation in any such programs in violation of this provision will be considered a “strike” against the dealer, as referenced further herein.

MBUSA New Vehicle Tier 3 Bonus Program

Category I Strike Policy Overview:

(Refer to RDA Program document, Rev. 7, February 2014 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 infraction occurred.
Category I, 2nd Strike:	50% assessment, at \$445 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; via the “Miscellaneous Billing System”; rolling probation resets to six months based on the date of when the infraction occurred.
Category I, 3rd & 4th Strikes:	100% assessment at \$445 per wholesale of the <i>MBUSA New Vehicle Tier 3 Bonus Program</i> monies paid in the month in which the infraction occurred via the “Miscellaneous Billing System;” rolling probation resets to six months based on the date of when the infraction occurred.
Category I, 5th Strike:	100% assessment at \$445 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 in which 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 \$445* 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 and service 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 4 PM regardless of time zone at **1-800-790-0917, or via e-mail 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 turnaround. 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 #: 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 only.
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.

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 vehicle and service marketing via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, 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 the *Mercedes-Benz Regional Dealer Advertising Program* document dated, February 2014, Rev. 7 for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

7. 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 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 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 new 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; i.e., "www.smithmbbmw.com" or "www.smithjeepMercedes-Benz.com." Conversely URLs 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.

8. Mercedes-Benz Star

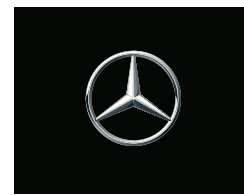
A. Size Versions: The star is available in different size versions. The versions differ with regard to their levels of detail, in order to ensure optimum reproducibility according to size.



L version for print representation versions: > 40 mm to unlimited
L version for web representation versions: > 80 px to unlimited



M version for print representation versions: 15 mm to ≤ 40 mm
M version for web representation versions: 45 px to ≤ 80 px



S version for print representation versions: 10 mm to ≤ 15 mm
S version for web representation versions: 30 px to < 45 px

Relevant logo files (part of MB-star ZIP package in BDS)

Large	Medium	Small
MB-star_L_4C.pdf	* MB-star_M_n_4C.pdf	MB-star_S_n_4C.pdf
MB-star_L_1C.pdf	MB-star_M_n_1C.pdf	MB-star_S_n_1C.pdf
	MB-star_M_p_4C.pdf	MB-star_S_p_4C.pdf
	MB-star_M_p_1C.pdf	MB-star_S_p_1C.pdf

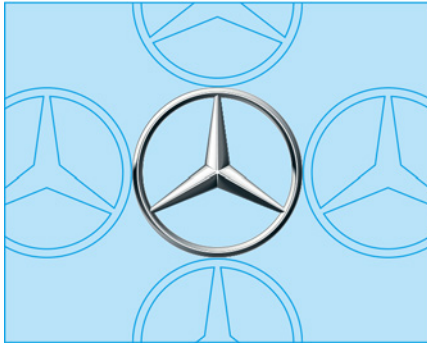
*Most frequently used logo file

B. Impact Area: An impact area is defined around the star. No other elements are to be positioned in this area.

In case of restricted space or limitations resulting from specified layouts and grids, the star may be used with a minimal impact area in exceptional circumstances.

Unless otherwise defined, the star is positioned at the edge of the format with the aid of the impact area.

The impact area (optimum) also serves as the basis for determining the format-specific star sizes. Depending on the format there is space for between 1 to 5 adjacent impact areas, thus defining the appropriate star size for the format concerned.



Optimum impact area
Left and right: 3/4 star diameter
Top and bottom: 1/2 star diameter

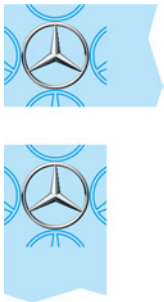


Reduced impact area (dealer ads)
Left and right: 3/4 star diameter
Top and bottom: 1/3 star diameter

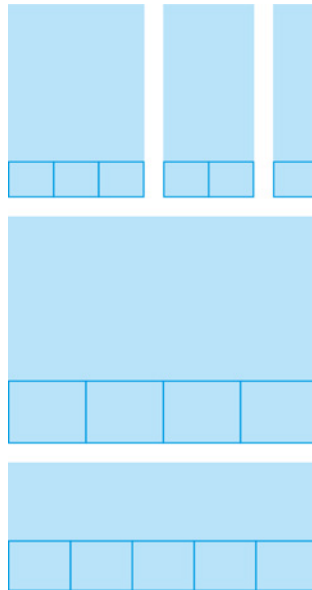


Optimum impact area
Left and right: 1/4 star diameter
Top and bottom: 1/4 star diameter

Limited area

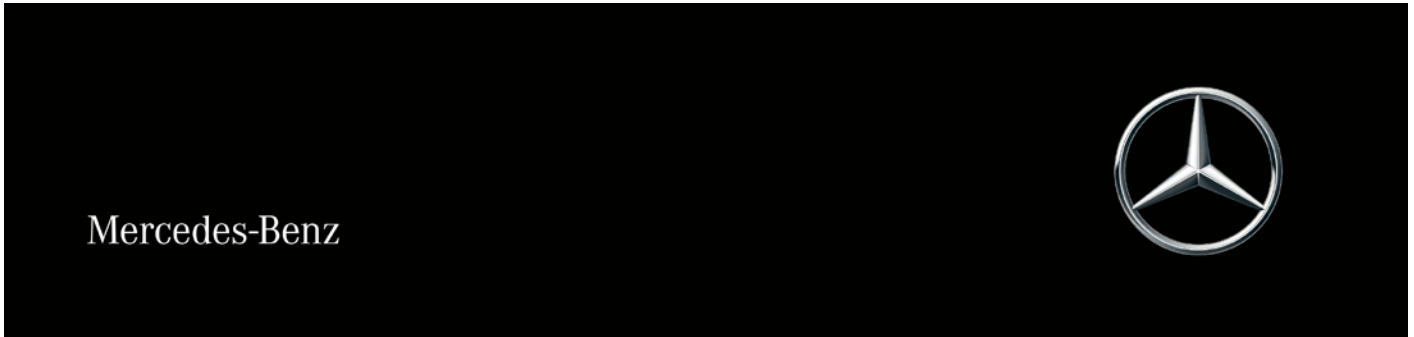


Relationship between format width and impact area



Impact area (optimal) as basis for star sizing

C. Separation of star and word mark.



Print media: The star is positioned at bottom right, word mark/claim are left-aligned with the left-hand margin, with flexible spacing from the star.



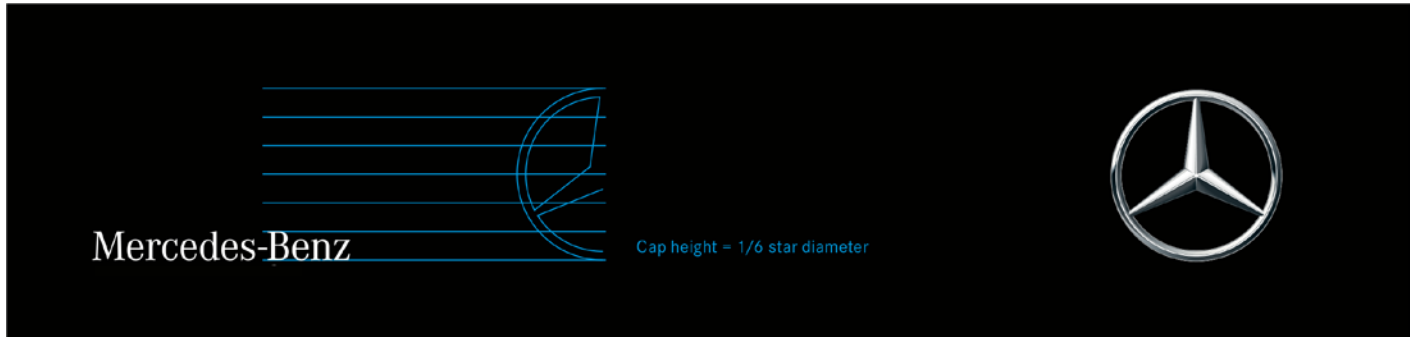
Digital media: The star is positioned at top left, word mark/claim are right-aligned at a fixed distance from the star.

- D. **The 4-color star should be used whenever possible, with the one color star reserved for printing with limited color or when restricted to small sizes where 4-color printing may not hold up.** Whenever applicable, the star should always be used on a black background. On rare occasions when not on a black background, the background behind the logo should not be busy or contain elements that distract from the star being a prominent focal point.
- E. **“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. Exception to this guideline is the use of creative on mercedesmarketing.com for Tier 3 marketing which may contain this tagline.

9. Mercedes-Benz Word Mark

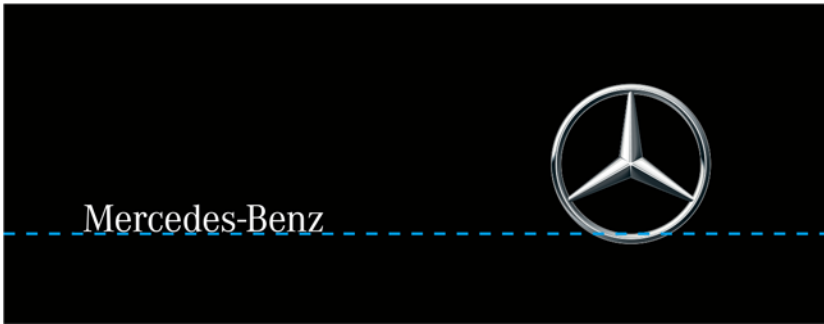
A. Size Ratios: The ratio of word mark to star is fixed at 1 to 6.

Note: In case of small star sizes, the ratio of word mark to star is larger, in the interests of legibility (particularly in the area of digital media). Additional ratios have been defined for this purpose.

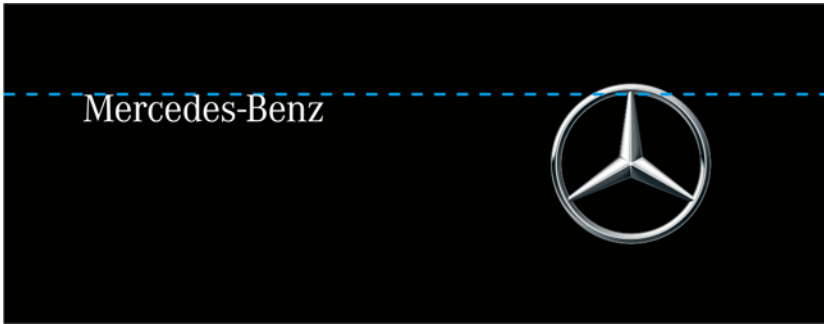


Size ratio, word mark to star (1/6)

B. Linking Principles: distance, positioning and spacing between word mark and star. The alignment of the word mark/claim is dependent on the position of the star, but is always oriented horizontally to the inner ring of the star.



Print and online banners: Star bottom right = bottom alignment of word mark



3D media: Star top right = top alignment of word mark



Digital media: Star top left = bottom alignment of word mark (word mark/claim right-aligned)



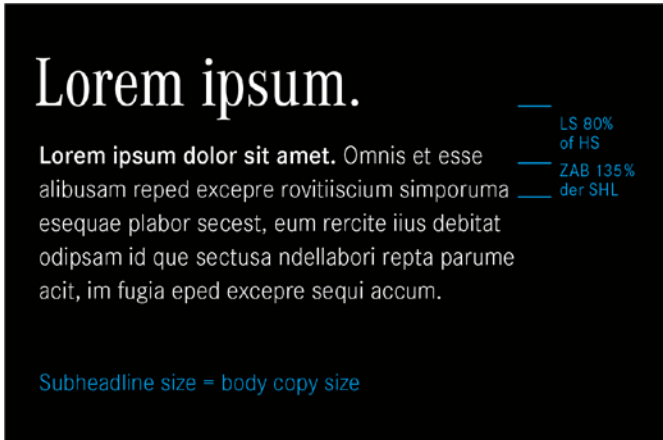
Print: Star centred at bottom = word mark left-aligned with text

C. Table of Sizes: Star Diameter and Word Mark/Claim

Medium	Star			Word Mark				Version, alignment
	Format	Star Diameter	Version Star	Scaling Factor (database, logo size)	Width	Ratio Width to Star Diameter	Height Ratio Word Mark to Star	
Ads	2/1 ad	33.6 mm	M	33.6 %	50.4 mm	150 %	1:6	ML, left-aligned
	1/1 ad	28 mm	M	28 %	42 mm	150 %	1:6	ML, left-aligned
Dealer ads	135 x 200 mm	18 mm	M	18 % 2	7 mm	150 %	1:6	S, left-aligned
	180 x 240 mm	24 mm	M	24 %	36 mm	150 %	1:6	ML, left-aligned
	90 x 250 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	240 x 180 mm	24 mm	M	24 %	36 mm	150 %	1:6	ML, left-aligned
	180 x 135 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	180 x 90 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	45 x 250 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
Flyers	DIN long	21 mm	M	21 %	31.5 mm	150 %	1:6	ML, left-aligned
Posters	Din A1, portrait	79.2 mm	L	79.2 %	118.8 mm	150 %	1:6	ML, left-aligned
	Din A1, landscape	84.1 mm	L	84.1 %	126.15 mm	150 %	1:6	ML, left-aligned
Catalogue	285 x 193 mm	25.7 mm	M	12.85 %	38.55 mm	150 %	1:6	MB-word-mark
Roll-ups	850 x 2100 mm	170 mm	L	170 %	225 mm	150 %	1:6	ML, left-aligned
Presentation walls	4000 x 2000 mm	320 mm	L	320 %	480 mm	150 %	1:6	ML, left-aligned
Online Banners	336 x 600 px	Final definition pending						
	400 x 400 px	Final definition pending						
	160 x 600 px	Final definition pending						
	728 x 180 px	Final definition pending						
	728 x 90 px	Final definition pending						
	300 x 250 px	Final definition pending						
	All formats	Final definition pending						

10. Typography: Subheadline Principle

- A. The integrated subheadline (principle 1) is the standard solution for ads and online banners, for example.** The subheadline size corresponds to the body copy size, which is defined for each format. The body copy sizes remain constant and are specified in the existing BDS guidelines.

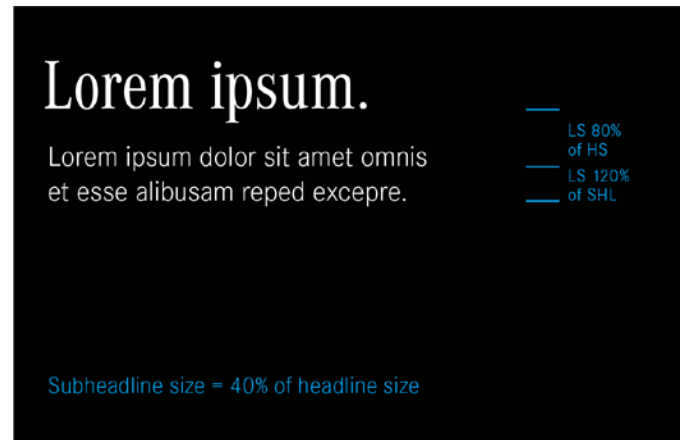


Principle 1: Subheadline is integrated in body copy and highlighted

- B. The dynamic subheadline (principle 2) is the standard solution for posters, for example.** The subheadline size here corresponds to 40% of the given headline size.



Principle 2: Subheadline grows proportionally with the headline



Example with larger headline

C. Table of Sizes: Type Sizes and Line Spacings

Application	Text Element	Font: Corporate	Size	LS
Product & Image Ads				
2/1 ad	Headline*	A Condensed	35.75 pt	35.75 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	28.6pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	28.6 pt/14.175 pt
	Supplier line	S Light	8 pt	10.8 pt
1/1 ad	Headline*	A Condensed	29.75 pt	29.75 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	23.8 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	23.8 pt/14.175 pt
	Supplier line	S Light	8 pt	10.8 pt
Dealer Ads				
90 x 250, 240 x 180, 135 x 200, 180 x 240	Headline*	A Condensed	25.5 pt	25.5 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	20.4 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	20.4 pt/14.175 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
180 x 135, 180 x 90	Headline*	A Condensed	19 pt	19 pt
	Subheadline line 1/line 2	S Demi	7.5 pt	15.2 pt/10.125 pt
	Copy line 1/line 2**	S Regular	7.5 pt	15.2 pt/10.125 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
45 x 250	Headline*	A Condensed	19 pt	19 pt
	Subheadline	S Demi	10.5 pt	18 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	18 pt/14.175 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
Literature				
DIN long flyer	Headline*	A Condensed	22.25 pt	22.25 pt
front cover***	Subheadline line 1/line 2	S Light	11.125 pt	17.8 pt/13.35 pt
Catalogue front	Model, one line	A Condensed	48 pt	-
cover*** 285 x 193	Body type, one line	S Light	14.5 pt	-
Posters				
DIN A1, portrait	Headline*	A Condensed	84.25 pt	84.25 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
	Fuel specification	S Light	29 pt	34.8 pt
DIN A1, landscape	Headline*	A Condensed	89.25 pt	89.25 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
	Fuel specification	S Light	29 pt	34.8 pt

*Minimum headline size **Also applies to fuel specifications ***Front cover only, inside pages unchanged
 LS = line spacing HS = headline size SHL = subheadline size

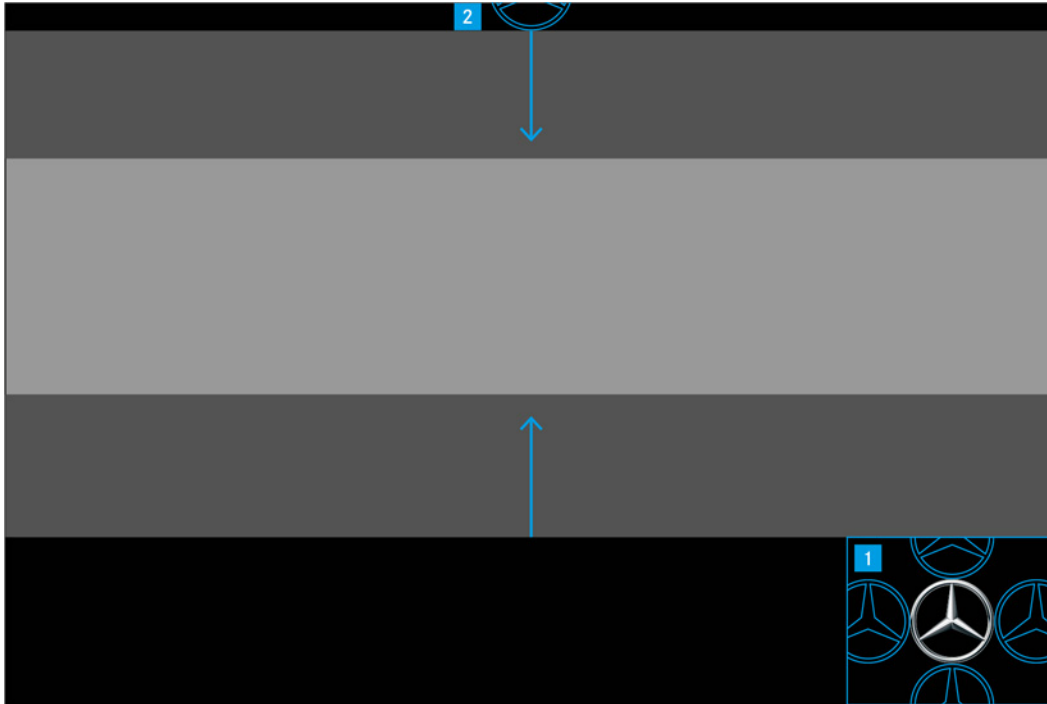
Application	Text Element	Font: Corporate	Size	LS
Shows & Exhibitions				
Roll-ups	Headline*	A Condensed	181 pt	181 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
Presentation walls, horizontal	Headline*	A Condensed	453.5 pt	453.5 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
Presentation walls, vertical	Headline*	A Condensed	340 pt	340 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL

Online Banners	
336 x 600 px	Final definition pending
400 x 400 px	Final definition pending
160 x 600 px	Final definition pending
728 x 180 px	Final definition pending
728 x 90 px	Final definition pending
300 x 250 px	Final definition pending
All formats	Final definition pending

*Minimum headline size **Also applies to fuel specifications ***Front cover only, inside pages unchanged
 LS = line spacing HS = headline size SHL = subheadline size

11. Layout Principle “Panorama”

A. In addition to print and brochure applications, the panorama principle is also likely to be applied for TV spots and online banners. In the interests of media-specific consistency, not all layout options are available in every instrument.



Principle of flexible image size

Premises “to achieve panorama”:

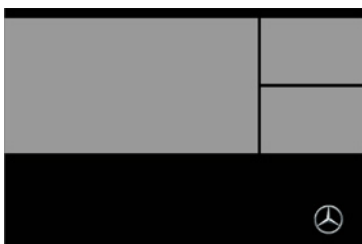
- 1 Star size and impact area are specified according to format and define the minimum backdrop area below.
- 2 The minimum backdrop area above is defined by a minimum distance from the image to the edge (1/3 star).



Maximum image component on black



Principle of flexible image size

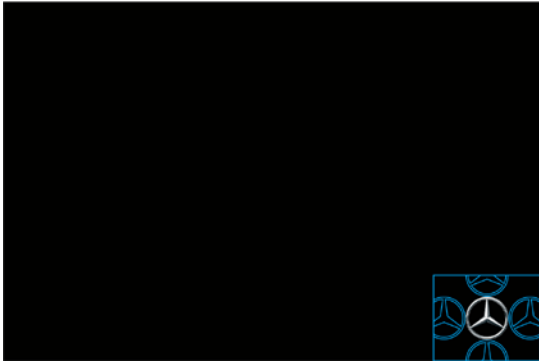


Multipicture as an option



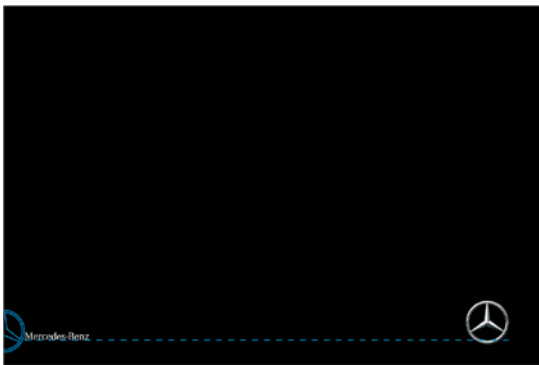
Vertical arrangement as a variant

B. 4 Steps to an Advertisement



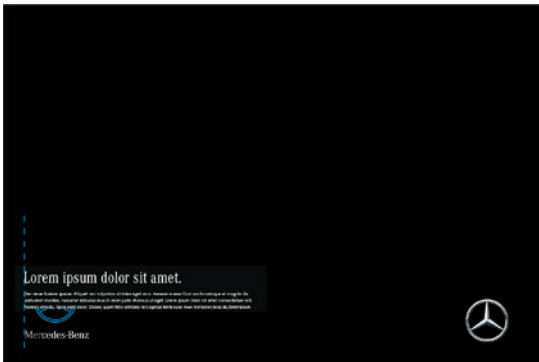
Step 1 – Star

The star is positioned according to the impact area at the bottom right edge of the format (see table on p.43 for further specifications).



Step 2 – Word mark/claim

Horizontal alignment with star (baseline of claim at inner ring of star). Vertical alignment with left edge of format, at distance of 1/2 star diameter (see table on p.43 for further specifications).



Step 3 – Text

The text block is positioned above the word mark at a spacing of 1/3 star diameter (see table on p.45 for type definitions).

1/3 x



Step 4 – Image

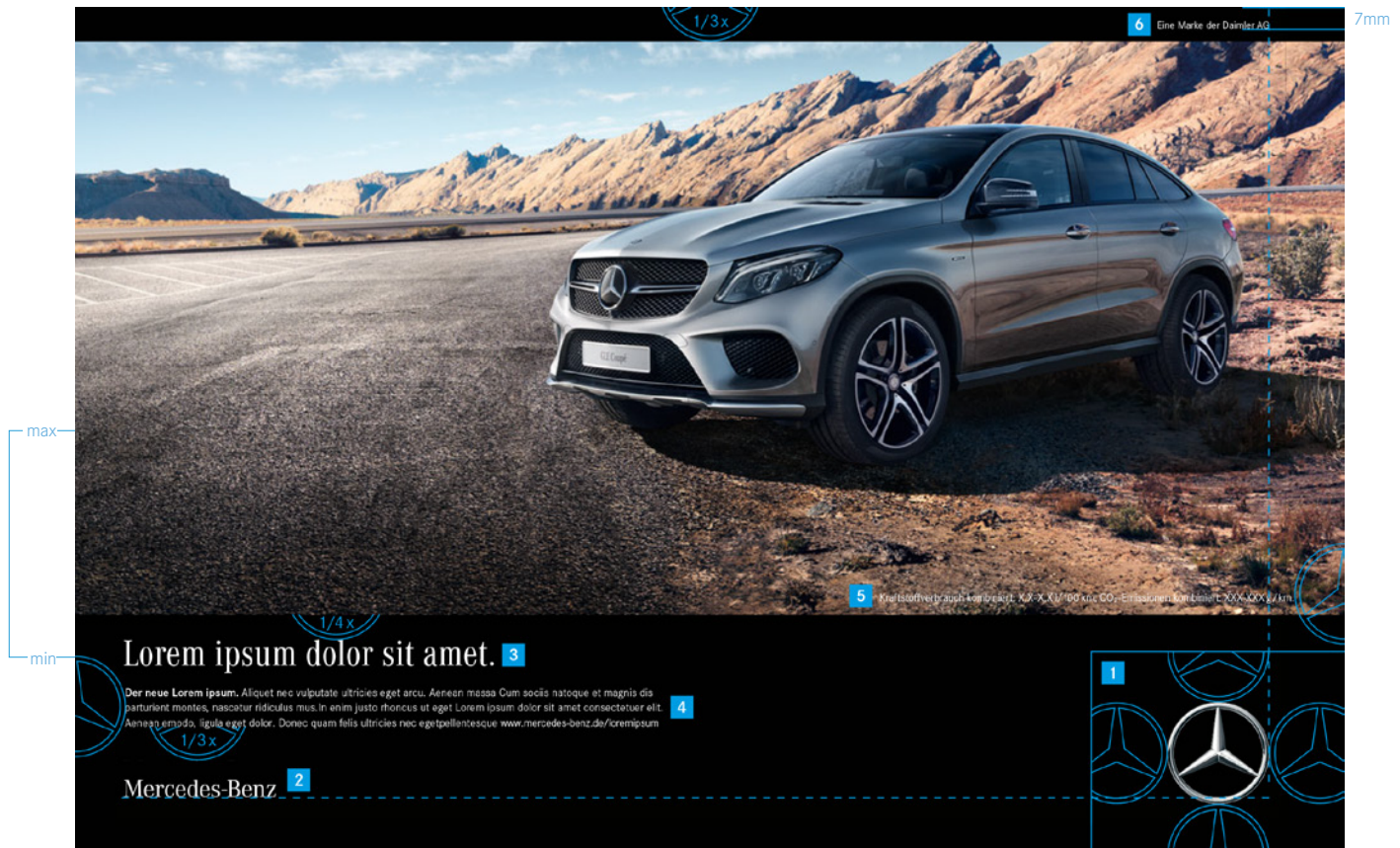
The image is positioned above the text block at a spacing of 1/4 star diameter. The distance from the top edge of the format is 1/3 star diameter (fixed).

1/4 x

x = star diameter

12. Layout Applications

A. 2/1 Ads – Horizontal Layout



Flexible height of bottom bar according to amount of text
(minimum = impact area, maximum = half format height)



The supplier line corresponds to the previous BDS guidelines
in terms of size and distance from bottom edge of format.

2/1 ads – horizontal layout

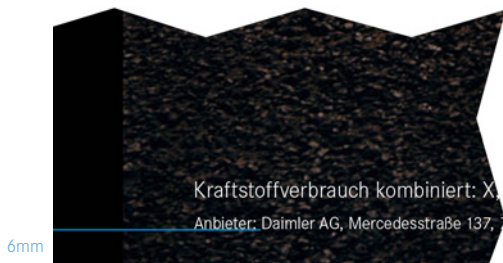
- 1 Star: 33.6 mm diameter
- 2 Word mark/claim: 33.6% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 35.75 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy:
LS 28.6 pt (80% of headline size)
- 5 Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 1 blank line
- 6 Endorsement, type size: 10 pt
Type: Corporate S Light

x = star diameter

CH = cap height

LS = line spacing

B. 2/1 Ads – Vertical Layout (additional option for special motifs)



The supplier line corresponds to the previous BDS guidelines in terms of size and distance from bottom edge of format.

2/1 ads – vertical layout

- 1 Star: 33.6 mm diameter
- 2 Word mark/claim: 33.6% of database logo size (ML version) Alignment: inner ring of star
- 3 Type size: 35.75 pt (CH 1/4 x)
LS: 35.75 pt
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy:
LS 28.6 pt (80% of headline size)
- 5 Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 6 mm
- 6 Endorsement, type size: 10 pt
Type: Corporate S Light

x = star diameter

CH = cap height

LS = line spacing

C. 1/1 Ads



6mm



6mm

The supplier line corresponds to the previous BDS guidelines in terms of size and distance from bottom edge of format.

1/1 ads

- 1 Star: 28 mm diameter
- 2 Word mark/claim: 28% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 29.75 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy: LS 23.8 pt
(80% of headline size)
- 5 Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 1 blank line
- 6 Endorsement, type size: 8 pt
Type: Corporate S Light

x = star diameter

CH = cap height

LS = line spacing

D. Dealer Ads – Portrait



135 x 200



Type variants



180 x 240

Example, 135 x 200 mm

- 1 Star: 18 mm diameter
Note: reduced impact area for dealer ads 1/3 x above and below
- 2 Word mark/claim: 18% of database logo size (S version)
Alignment: inner ring of star
- 3 Type size: 25.5 pt (CH 1/3 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy: LS 20.4 pt
(80% of headline size)
- 5 Type size: 7 pt (LS 9.45 pt)
Type: Corporate S Regular
- 6 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular
Line weight: 0.9 pt
Height of dealer field: dependent on amount of text,
max. 1/4 of format height

x = star diameter

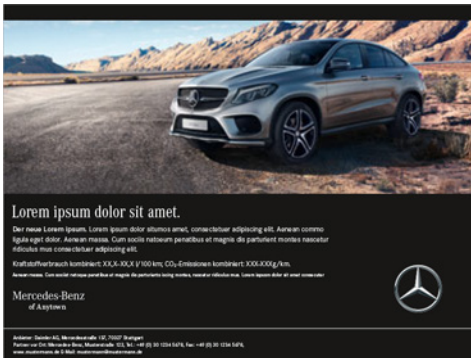
CH = cap height

LS = line spacing

E. Dealer Ads – Landscape



180 x 135



240 x 180



180 x 90

Example, 180 x 135 mm

- 1 Star: 18 mm diameter
Note: reduced impact area for dealer ads 1/3 x above and below
- 2 Word mark/claim: 18% of database logo size (S version)
Alignment: inner ring of star
- 3 Type size: 19 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy: LS 15.2 pt
(80% of headline size)
- 5 Type size: 7 pt (LS 9.45 pt)
Type: Corporate S Regular
- 6 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular
Line weight: 0.9 pt
Height of dealer field: dependent on amount of text,
max. 1/4 of format height

x = star diameter

CH = cap height

LS = line spacing

F. Posters – Landscape



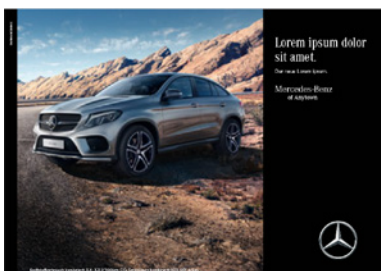
DIN A1
Loudness “piano”



Loudness “mezzoforte”



Loudness “forte”



Vertical layout

DIN A1 – landscape, “piano”

- 1 Star: 84.1 mm diameter
Size: L version
- 2 Word mark/claim: 84.1% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 89.25 pt (CH 1/4 x)
Type: Corporate A Condensed

To draw more attention or to change the tonality, the headline also can be made bigger (different loudnesses).

- 4 Type size: 35.7 pt (LS 120%)
Type: Corporate S Light
Spacing headline/subheadline:
LS 71.4 pt (80% of headline size)
- 5 Type size: 29 pt (LS 34.8 pt)
Distance from bottom edge of image: 1 blank line
- 6 Spacing subheadline/word mark:
LS 135% of headline size
- 7 Endorsement, type size: 14 pt
Type: Corporate S Light

x = star diameter

CH = cap height

LS = line spacing

G. Posters – Portrait



16mm

DIN A1
Loudness “piano”



Loudness “mezzoforte”



Loudness “forte”

DIN A1 – portrait, “piano”

- 1 Star: 79.2 mm diameter
Size: L version
 - 2 Word mark/claim: 79.2% of database logo size (ML version)
Alignment: inner ring of star
 - 3 Type size: 84.25 pt (CH 1/4 x)
Type: Corporate A Condensed
- To draw more attention or to change the tonality, the headline also can be made bigger (different loudnesses).
- 4 Type size: 33.7 pt (LS 120%)
Type: Corporate S Light
Spacing headline/subheadline:
LS 67.4 pt (80% of headline size)
 - 5 Type size: 29 pt (LS 34,8 pt)
Distance from bottom edge of image: 1 blank line
 - 6 Spacing subheadline/word mark:
LS 135% of headline size
 - 7 Endorsement, type size: 14 pt
Type: Corporate S Light

x = star diameter

CH = cap height

LS = line spacing

H. Catalogue

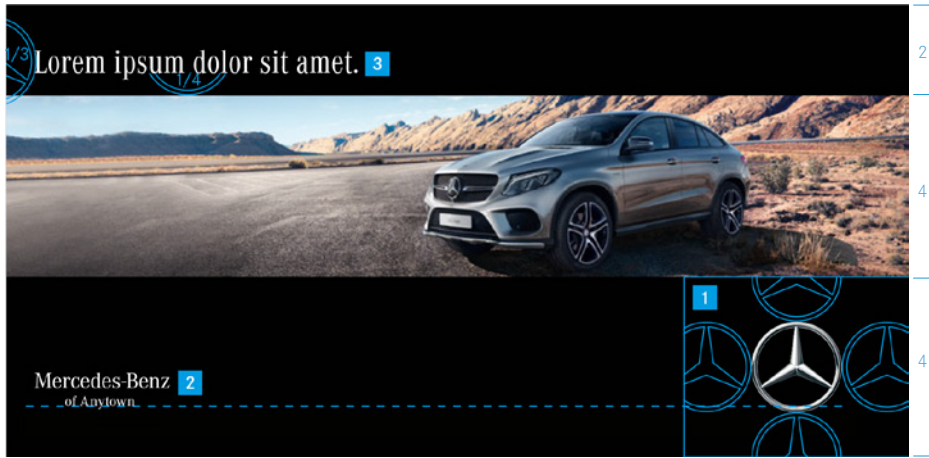


Special arrangement for the catalogue: Word mark without claim

Catalogue, 285 x 193 mm

- 1 Star: 25.7 mm diameter
- 2 Word mark: 12.85% ($25.7:2 = 12.85$) of database logo size
Alignment: inner ring of star
- 3 Type size: 48 pt (model)
Type: Corporate A Condensed
Type size: 14.5 pt (body variant)
Type: Corporate S Light
- 4 Word mark on spine: 6.7% of database logo size
Alignment: Word mark on front cover
- 5 Type size: 10 pt (model)
Type: Corporate A Condensed
Type size: 8 pt (body variant)
Type: Corporate S Light
Alignment: designation on front cover

I. DL Flyers – Portrait and Landscape



Layout split 2:4:4



Vertical layout is also possible for DL flyers in landscape format.



Maximum image component (landscape)



Layout split 2:3:5



2:4:4



1:3:2



Maximum image component (portrait)

DL Flyer

- 1 Star: 21 mm diameter
- 2 Word mark/claim: 21% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 22.25 pt (CH 1/4 x)
Type: Corporate A Condensed

x = star diameter

CH = cap height

J. Online Banners – Portrait



336 x 600 px



400 x 400 px



160 x 600 px

Half-page ad, 336 x 600 px

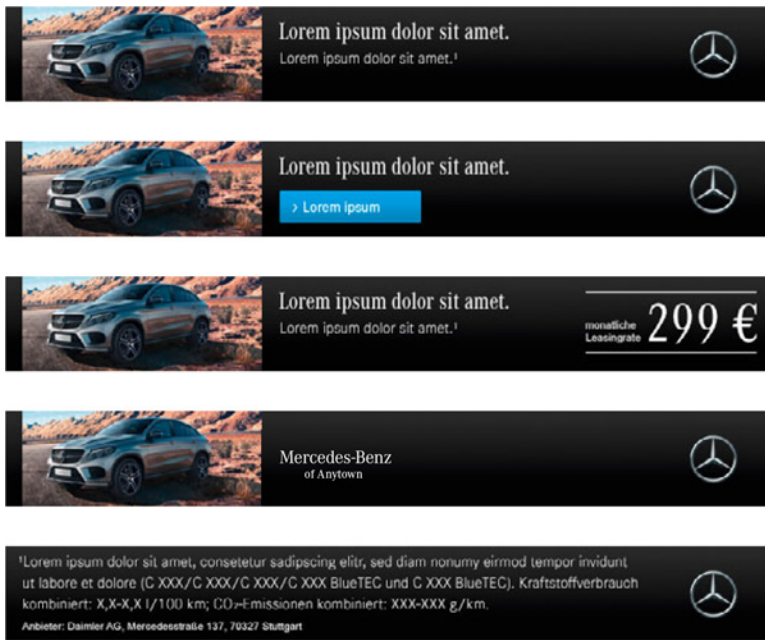
1 - 5 Final definitions pending

J. Online Banners – Portrait



728 x 180 px

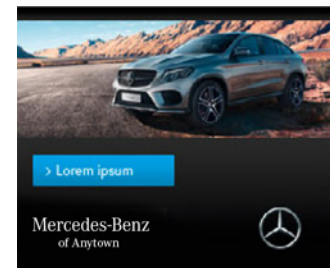
Content control via animation



728 x 90 px

Double big-size banner, 728 x 180 px

1 - 4 Final definitions pending



300 x 250 px

px = pixel

K. Web Special



Web special

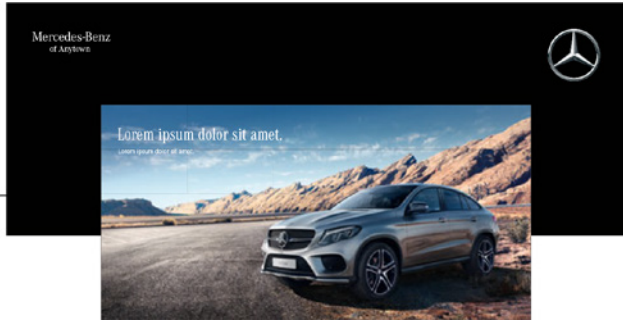
1 - 3 Final definitions pending

L. Presentation Wall – Branding Conventions (2 cases)

Case 1

Context variant (full-format image):

Medium requires a clearly branded, striking Mercedes-Benz setting.



In clearly branded, striking Mercedes-Benz setting, full-format image as option.

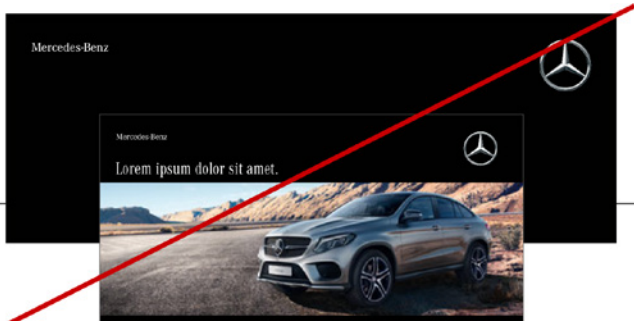
Case 2

Standard variant (branded and black as background):

Medium can stand alone.



Individual elements must be branded.



Avoid "overbranding" in clearly branded Mercedes-Benz setting.



Cannot stand alone, requires additional branded elements.

M. Presentation Wall



Branding conventions (2 cases)



Case 1

Context variant, level 2 (full-format image):

Presentation wall requires a clearly branded, striking Mercedes-Benz setting.

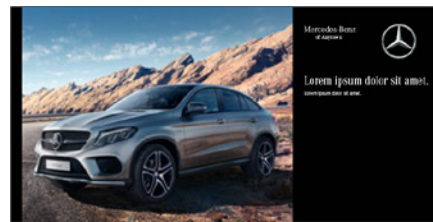


Case 2

Standard variant (branded and black as background):

Presentation wall can stand alone.

Layout alternatives



Vertical layout



Purely typographic

Presentation wall, 4000 x 2000 mm

- 1 Star: 320 mm diameter
Size: L version
- 2 Word mark/claim: 320% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 453.5 pt (CH 1/4 x)
Type: Corporate A Condensed

x = star diameter

CH = cap height

13. Co-Branding

A. Placement options by reference to example of 2/1 ad and Laureus.

Horizontal layout



Placement at bottom left in image



Placement at bottom left in image

Vertical layout



Placement at bottom left in image



Placement at bottom left in image

Partner logos in image

- Placement on left: Type area margin (0.5 x)
- Placement at top/bottom: in accordance with spacings shown (0.25 x - 0.5 x)
- Colour: monochrome white or black
- In cases involving several partner logos, spacing between logos is 1/3 of star diameter.

x = star diameter

B. Size Ratios: 4MATIC monogram, Laureus, IAA, Mille Miglia

Individual size ratios

In order to ensure that partner logos do not compete with the Mercedes-Benz brand marks, partner logos are used according to their basic shapes in a defined size proportional to the star.



14. 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. When using the Doing Business As (DBA) name i.e., “Mercedes-Benz of Anytown” in dealer address, dealer logo and dealer contact information, Corporate A & Corporate S are acceptable font types.

Corporate A Light	<i>Corporate A Light Italic</i>
Corporate A Regular	Corporate A Regular Italic
<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	Corporate A Condensed Regular Italic
<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 may 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	Corporate S Bold Italic
Corporate S Extra Bold	

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

15. “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 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 if the DBA is not inclusive of trade name terms (e.g., John Doe Motors should not refer to itself in advertising as “John Doe Mercedes-Benz”). A vanity URL for marketing purposes can be created assuring it meets all brand standards and must link to the dealer’s URL registered in their DBA name.

~~John Doe Mercedes-Benz~~

Incorrect - Trade name linked with dealer name

John Doe Motors

Correct

B. 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).

Preferred version.

Mercedes-Benz
of Anytown



Correct - Separation between star and all other elements or edges at an appropriate distance

Incorrect

C. 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

Correct - Separation from competitive manufacturer

John Doe
Motors

Mercedes-Benz

D. Unauthorized uses of the Mercedes-Benz trade name (e.g., “Mercedes-Benz Sweepstakes”) **is to be avoided.**

E. “Mercedes-Benz” is not to be used in the plural or possessive form, it must always be hyphenated and must always appear with an uppercase “M” and an uppercase “B.”

*Exception to this guideline are dealer apps due to very extreme space limitations.

16. Mercedes-Benz Product Nomenclature

A. Full model names must be used (i.e., S550 or CLS55 AMG): avoid internal factory designations (i.e., GLK350W2, or S550V4) as these cause consumer confusion.

- Hyphens and capitalized model letter(s) must be used when listing the vehicle class (i.e., E-Class, GLK). (No spaces.)
- Vehicles with three letter model names drop the “-Class” from the name. (i.e., E-Class, GLK, CLA).
- Model names should not contain spaces.
- Model year must accompany the model or class designation.
- Coupe/sedan and sport/luxury are to be listed when applicable to clarify the MSRP or offer listed.
- Reference to a class of vehicle is acceptable when communicating a “starting at” MSRP, i.e., “The GLK, starting at \$XX,XXX.”

B. The terms “AWD” and “All-Wheel Drive” may only be used in conjunction with the term “4MATIC®.”

C. The following registered and trademark terms must appear exactly as listed below for all customer-facing communications.

- mbrace (registered symbol: ®)
- mbrace2 (trademark symbol: ™)
- harman/kardon (registered symbol: ®)
- Logic 7 (registered symbol: ®)
- Bluetooth (registered symbol: ®)
- ESP (registered symbol: ®)
- RACETIMER (registered symbol: ™)
- ABC (registered symbol: ®)
- AMG (registered symbol: ®)
- COMAND (registered symbol: ®)
- ATTENTION ASSIST (registered symbol: ®)
- AIRMATIC (registered symbol: ®)
- AIRCAP (registered symbol: ®)
- AIRSCARF (registered symbol: ®)
- AGILITY CONTROL (registered symbol: ®)
- BAS (registered symbol: ®)
- BlueTEC (registered symbol: ®)
- *designo* (registered symbol: ®)
- DISTRONIC (registered symbol: ®)
- DISTRONIC PLUS (registered symbol: ®)
- EASY ENTRY (registered symbol: ®)
- 4MATIC (registered symbol: ®)
- 4ETS (registered symbol: ®)
- KEYLESS GO (registered symbol: ®)
- MAGIC SKY CONTROL (registered symbol: ®)
- MAP PILOT (registered symbol: ®)
- Night View Assist (registered symbol: ®)
- NECK PRO (registered symbol: ®)
- PRESAFE (registered symbol: ®)
- RACESTART (registered symbol: ®)
- SPEEDSHIFT (registered symbol: ®)
- ECO-START (registered symbol: ®)
- BLUE EFFICIENCY (registered symbol: ®)
- AGILITY SELECT (registered symbol: ®)

Electronic or hard copy dealer communications referring to the marks harman/kardon or Logic 7 should contain a disclaimer statement that they are registered marks of Harmon International Industries, Incorporated. Electronic or hard copy dealer communications referring to the Bluetooth mark should contain a disclaimer statement it is a registered mark Bluetooth SIG, Inc. The statement should appear on the bottom of the communication, or, if it is a multi-page communication, and it is esthetically feasible, on the bottom of the page on which the mark is first mentioned.

17. 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 and/or MB social pages (i.e. Facebook, Twitter, Google+ etc.). Dealers are not to alter creative assets provided on mercedesmarketing.com. Required disclaimer for European images: European images shown.

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/or 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.

18. Premier Express Logo Guidelines

A. Overview

Premier Express is a service that offers on-the-spot vehicle maintenance in about an hour or less. There's no appointment necessary and a two-technician team works in tandem to get the services completed quickly and precisely. Services include, but are not limited to, Service A, complimentary multi-point inspection, wiper blade replacement and tire rotation. Dealers have the option of offering any services they believe can be completed within the time constraint, and have dedicated Service Advisors, service lanes, and work bays, specifically designated for Premier Express customers. The purpose of the Premier Express logo is to give Premier Express its own identity and increase brand recognition among customers. It is also meant to be used as a POS tool, easily identifying specific Premier Express areas within the dealership.

B. Design

Versions

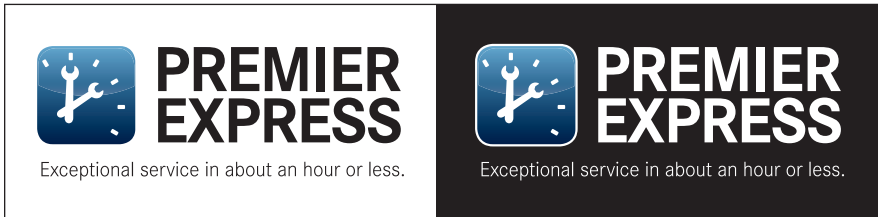
- There is a two-line and a one-line version of the logo.
 - The two-line version is preferred.
 - The one-line version can be used at the dealer's discretion when the layout calls for it.
- There is also a lockup with the tagline, "Exceptional service in about an hour or less." The inclusion of the tagline is optional, but no other tagline may be used with the logo.



B. Design (continued)

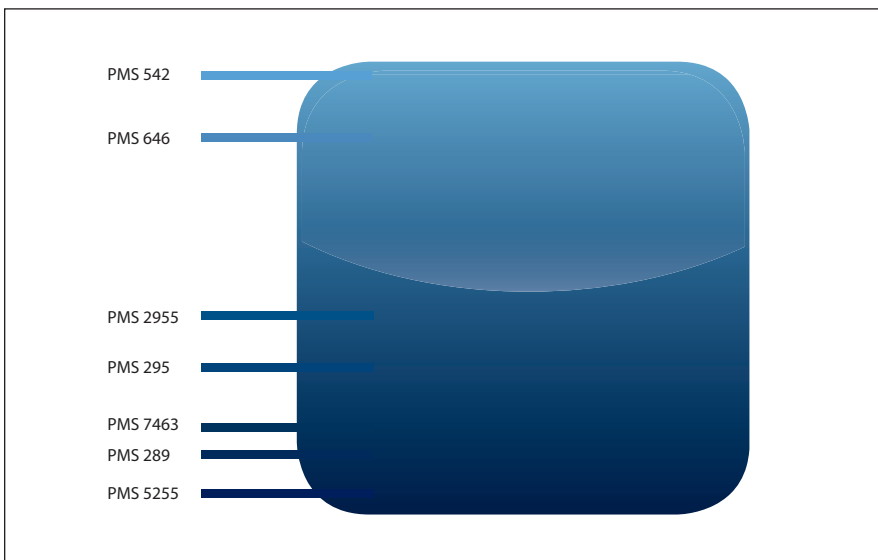
Fonts

- Wordmark font is Corporate S Bold, set in all capitals.
- Optional tagline is Corporate S Light.



Colors

- The icon is made of gradients and tints of blue with the “clock” artwork knocked out in white. The diagram below is meant as a guide for color proofing purposes only. The PMS colors provided are close matches but not exact.
- The icon has a white border for use on tinted, black or dark backgrounds. To ensure correct color usage, always use MBUSA provided logos and do not recreate.
- The wordmark is black for white or light backgrounds, and white for black or dark backgrounds.



C. Usage

Don'ts

- Do not alter, distort or recreate the logo or logo/tagline lockup.
- Do not use the icon without the wordmark or the wordmark without the icon.
- Do not change the size or spatial relationship between the icon and wordmark.



Buffer Zone

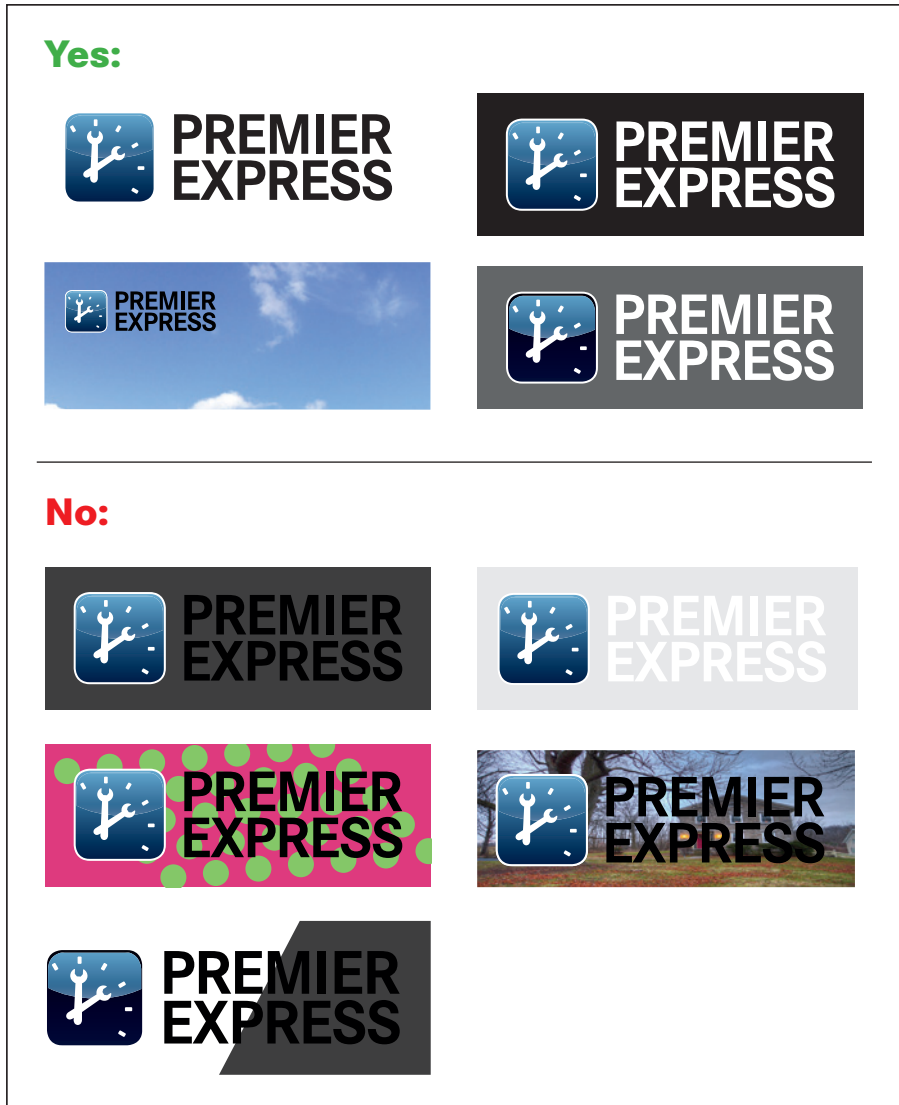
- A space equal to the cap height of the wordmark should be clear on all four sides of the logo.



C. Usage (continued)

Placement

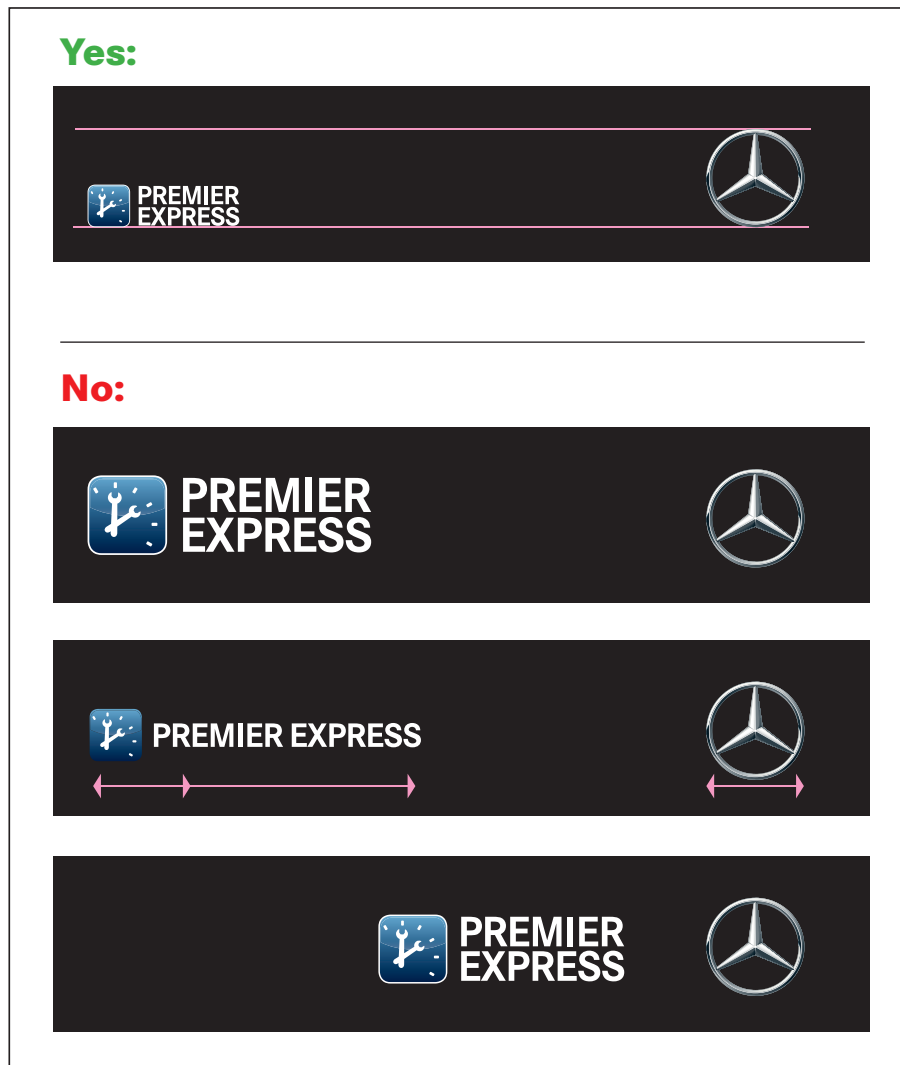
- The logo should only be placed on solid-colored or uncluttered backgrounds.



C. Usage (continued)

Co-branding with the Mercedes-Benz logo

- The Premier Express logo may not be presented as more dominant than the Mercedes-Benz logo.
- The Premier Express logo is positioned left-aligned in the layout on the baseline of the Mercedes-Benz wordmark or claim.
- Maximum height of the Premier Express logo should not exceed the height from the baseline of the Mercedes-Benz wordmark to the top of the star.
- Maximum width of the Premier Express logo is the width of the Mercedes-Benz wordmark.



D. Resources

- To obtain files of the Premier Express logo, please contact Carol Tobias at carol.tobias@mbusa.com or 201-573-2649.

MBUSA New Vehicle Tier 3 Bonus Program

Category II Infraction Policy Overview:

(Refer to RDA Program document, Rev. 7, February 2014 for full program details)

Category II, 1st - 4th Infraction: No monetary assessment; Dealer will receive a Courtesy Notification Letter, dealer placed on rolling six-month probation.

Category II, 5th Infraction: 50% assessment at \$445 per wholesale of the *MBUSA New Vehicle Tier 3 Bonus Program* monies paid for the month in which the infraction occurred via the “Miscellaneous Billing System”; dealer placed on six-month probation based on the date in which the infraction occurred.

Subsequent Category II Notifications: Notifications within the six-month probation period equate to a 50% assessment at \$445 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.

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 and service 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 4 PM regardless of time zone at **1-800-790-0917, or via e-mail 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 turnaround. 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 only.
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.

Social Media:

As Mercedes-Benz employees, we are incredibly powerful brand ambassadors. It is our responsibility to act in accordance with our brand values at all times, and especially when communicating on a public platform such as social media. We encourage dealer employees to show pride in their place of employment, the brand and its products. We also ask you to be mindful of the affect your communications can have on yourself and the brand.

1. **Show Your Pride.** Dealership employees are encouraged to share their affinity for their dealership or the Mercedes-Benz Brand on their personal social media sites. General statements about company pride or the pictures/official posts from MBUSA and smart channels on Facebook, Twitter, YouTube etc. can be shared to your personal networks.
2. **Be Yourself. Be Honest.** If the conversation is related to our business, disclose your affiliation with the brand. Do not misrepresent yourself as speaking on behalf of Mercedes-Benz USA or your dealership on your personal social channels.
3. **Follow Brand Guidelines.** If posting information on Mercedes-Benz products for commercial purposes, request permission, adhere to the Mercedes-Benz communication standards, be sure all advertised prices follow the Sales Program Guide and are properly disclosed.
4. **Keep Confidential Information Confidential.** Do not share confidential information. Refrain from speculation on the future of the company and its products. Never comment about recalls, lawsuits, financials, new products, or non-public events.

Official legal terminology for your reference:

1. The Dealer employee may post social media pictures, sharing of official posts from MBUSA/smart using the native functions (clicking share button without modifying message) in Facebook, Twitter (Retweet), Youtube etc. and/or self-created content on social media sites, as long as there are no violations of the tenants stated herein. Employees are also not precluded from making general statements expressing their pride in being affiliated with their respective Mercedes-Benz dealers or the Mercedes-Benz brand on their personal social media sites.
2. Employees of the dealers are NOT authorized to use any Mercedes-Benz or Daimler AG logos and trade names on their personal social media sites for commercial purposes, including Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc., without the express written consent of Mercedes-Benz USA, LLC ("MBUSA"). Any such use violates United States trademark laws and could subject the employee to legal liability and financial losses.
3. Dealers should instruct their employees that any Mercedes-Benz related social media sites that they create, publish and/or promote must contain a clear and conspicuous disclaimer which sets forth that the sites or pages are not affiliated with Mercedes-Benz, Mercedes-Benz USA, LLC ("MBUSA") and/or the Dealer that MBUSA and the Dealer do not endorse their sites.
4. If a Dealer employee is participating in blogging or posting regarding Mercedes-Benz vehicles they must clearly and conspicuously disclose their affiliation as an employee of an authorized Dealer on their social media sites. This is required by Federal Trade Commission endorsement rules and guidelines. For example, use of the hashtag #IworkforMBAntlanta or #EmplofMBDallas.
5. Please be advised that dealer employees will be held accountable for the social media content they create. Employees should make every attempt to ensure content is within MBUSA guidelines. MBUSA will deal with all infractions on a case by case basis and we reserve all of our rights under the law.
6. Dealers must instruct their employees that trade secrets, internal communications intended to be private, confidential information of any kind, and all other similar materials regarding the brand and vehicles may NOT be posted on any site or page. This includes pricing guidelines, spy shots of new models and the like. MBUSA will take measures to protect confidential information, which could include the Dealer, if the Dealer failed to properly safeguard such information, including providing appropriate admonitions to its employees.

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.

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 CY2012; year will vary): ©2012 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 1-800-344-8736 or visit MBUSA.com.

Mercedes-Benz Star Service Prepaid 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 1-800-344-8736.