

ICAP Co-Marketing Program Guidelines 2013



INFINITI®



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Legal Note

No ICAP Co-Marketing requirement is intended to prevent a Retailer from selling (or displaying at the dealership) a vehicle at any price the Retailer chooses. Moreover, all Retailers set the price and remain free to advertise a vehicle at any price. These guidelines and prohibited words and phrases are intended to preserve the Infiniti brand image and prevent degradation of Infiniti as a luxury brand.

Please Note: The issuance of these guidelines by Infiniti does not alter the right of any individual Retailer to determine the selling price for Infiniti products. Retailers are responsible for ensuring that all advertising complies with applicable local, state and federal laws.



ICAP CO-MARKETING PROGRAM GUIDELINES

The Infiniti Collective Advertising Co-Marketing Program Guidelines on the following pages are designed to help Retailers create local advertising that supports the identity of the Infiniti Brand while enhancing the visibility of Infiniti Retailers in local markets.

Guidelines are inclusive of, but not limited to paid, non-paid, and added value marketing via: traditional and digital advertising, Retailer websites, online vehicle listings, direct mail, e-mail marketing, local events, etc. unless otherwise noted.

Note: Category I infractions are in red font and indicated by "Category I" following the corresponding guideline. Please see *ICAP Co-Marketing Program Overview* for details.

Section 1: Infiniti Visual Identity

Retailers must comply with the Infiniti Visual Identity Policies (see InfinitiArtwork.com) and their obligations under the Infiniti Sales and Service Agreement.

Usage and Placement of the Infiniti Logo

1a. The Infiniti logo must be at least 19mm (0.75 in.) wide.

1b. To ensure proper coloration and representation, the Infiniti logo should be downloaded from InfinitiArtwork.com and used without modification of any kind. Alterations or distortions of the Infiniti logo, The Infiniti Award of Excellence logo and any other logos provided to Retailers (i.e. Limited Engagement Event logos) are not permitted. **(Category I)**

Examples:

Compliant logos

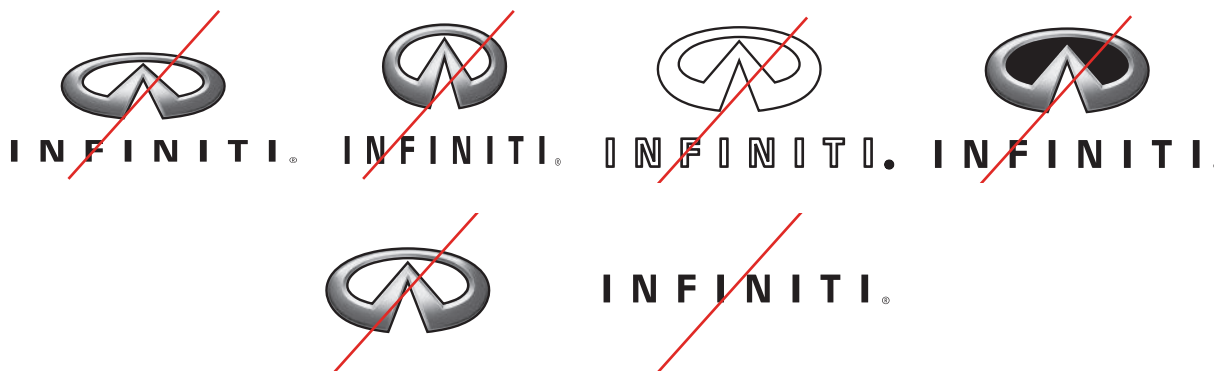
Infiniti logo with Registration Mark



Infiniti horizontal logo with Registration Mark



Non-Compliant logos





- 1c.** The Infiniti logo must appear prominently at least once in the ad and the logo must not be used more than twice in any traditional advertising.

Examples:



- 1d.** The Infiniti logo must appear in one of the nine approved locations in traditional advertising: the top, middle or bottom of the ad, and aligned to the left, center or right. The four corners of the ad are the preferred locations for the logo. The Infiniti logo must be clearly separated from other brands.

- 1e.** The Infiniti logo must not be placed inside or on top of or touch any graphic elements in the ad or on the web page.





Type Font and Color

1f. The word “Infiniti” and the names of all Infiniti models must appear in Infiniti Meta font and in one of the three Brand colors: black, white and Infiniti Silver. Infiniti Violet, the Brand accent color, cannot be used in this capacity.

Examples:

Compliant

INFINITI INFINITI INFINITI
Infiniti Infiniti Infiniti

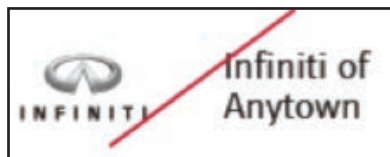
Non-Compliant

INFINITI
~~ML35~~ ~~G35~~ Infiniti ~~M~~

Retailer Logos and Taglines

1g. If a custom font is used for the Retailer logo, the Retailer logo must not appear to be larger than the Infiniti logo in traditional advertising.

Examples:





- 1h.** The Retailer name (or logo) must not appear as a lockup to the Infiniti logo. The Infiniti logo (including either the Infiniti wordmark or Infiniti brand symbol) may never be combined with the Retailer name or Retailer logo. **(Category I)**

Examples:



- 1i.** Former Infiniti taglines must not be used in Retailer advertising. The current tagline approved for use is “Inspired Performance”.

- 1j.** Use of starbursts or any other graphic treatments (such as bubbles, clouds, triangles, circles, ovals, balloons or price tags) is not acceptable. **(Category I)**

Example:



- 1k.** Text and graphic treatments must not be placed on vehicle photos, on the Infiniti logo or on the word “Infiniti”.

Example:





Section 2: Make-Model Linkage and Information

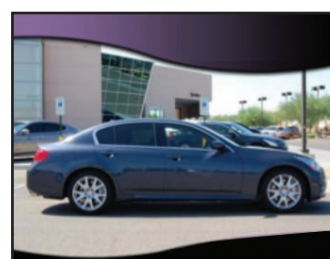
2a. All Infiniti products, services and information must be presented accurately. From time to time Infiniti may determine specific information or elements that must be applied to Retailer advertising/websites (i.e. Limited Engagement Events), in which case Retailers will receive advance notification.

2b. Vehicle Photography and Video Footage

1. It is highly recommended that vehicle photography and video footage be downloaded directly from InfinitiArtwork.com. If a Retailer chooses to provide their own assets, they must be of professional quality including only the featured vehicle(s) without any unnecessary writing, labels and/or decals on the vehicles (i.e. neon letters on windshields, banners across vehicles). Items that are legally required or required by Infiniti to be on the vehicle (s) are allowed to be included within the photography or video footage.

Examples:

Compliant



Non-Compliant due to writing on windshield



Non-compliant due to protective white cover left on vehicle



2. Vehicle photography and video footage must be product/model year correct for the advertised vehicle. (Category I)

3. Concept photography is not allowed to be used in advertising materials unless directed otherwise by Infiniti. In cases where concept vehicle photography is allowed, only the photography available on InfinitiArtwork.com can be used.



Section 3: Brand Separation

3a. Vehicle Separation

1. Advertising and websites must not include non-Infiniti new vehicles unless a specific product comparison with an Infiniti model is made in the ad. A comparison grid therefore may appear.
2. In print ads with multiple categories of vehicles or auto mall ads — for example, new Infiniti vehicles, used Infiniti vehicles and/or non-Infiniti new vehicles — the vehicle sections must be clearly labeled and separated by use of a solid, uninterrupted box or line (minimum 1 pt).

3b. If a common border is used in auto mall advertising, the common border may contain “administrative” information common to the auto mall (such as auto mall name, location, phone number, hours) but must not contain competitive sales information (such as inventory, offers, vehicle information). This prohibition also applies to ads that are split between franchises.

3c. In advertising for current-model-year used Infiniti vehicles, the words “used”, “pre-owned” or “demo” – as appropriate – must appear next to the vehicle image/offer, not in the disclaimer.

3d. Broadcast Advertising - TV and radio advertising must be exclusively Infiniti.

Section 4: Retail Selling Price/Lease Price Point (LPP)

Applies to all forms of advertising (print, TV, radio, web-based, etc.)

Advertising that contains an Retail Selling Price/LPP message is eligible under the ICAP Co-Marketing Program guidelines.

- 4a.** The advertised Retail Selling Price/LPP must conform to the Monthly Pricing Guide, which will be established on a model-year basis and published monthly by Infiniti. **(Category I)**
- 4b.** Dealers may not advertise new vehicle, demonstration, or special demonstration vehicle retail sales prices that are below Retail Selling Price/LPP. Use of periodic offers/programs issued via Infiniti’s Monthly Pricing Guide may be permitted for the time frame indicated in the Guide. An outline of offers available for advertising will be specifically stated in the Guide. **(Category I)**
- 4c.** Discounting MSRP/LPP via non-cash offers (i.e. gift cards, gift with purchase, prizes, giveaways, etc.) is prohibited unless the offer is a benefit covered by Infiniti’s Total Ownership Experience program or a unique Retailer service offered to enhance the Total Ownership Experience (i.e. oil changes, car washes, tire rotation, in-store amenities such as food or beverage etc.). **(Category I)**
- 4d.** To inform the customer of the details of the transaction, advertising for vehicle as a lease must include the following information **(Category I)**:
 - That the offer is a lease
 - The term and dollar amount of scheduled payments; Lease payments that exceed 60 months are not to be used
 - If a security deposit is included
 - The total down payment
 - The maximum mileage allowed per year
 - The expiration date of the offer
 - If applicable taxes and fees are included
- 4e.** If the Infiniti model is advertised as a “demo”, the ad must comply with Guidelines 4a, 4b, 4c, and 4d unless the vehicle is considered and promoted as a “pre-owned” vehicle, in which case it must be marked as a “pre-owned demo” and placed within a separate used/pre-owned portion of the ad or website. **(Category I)**



- 4f. All websites that offer inventory listings such as auction websites and/or third-party auto sites, must comply with all ICAP Co-Marketing Program Guidelines, including pricing. **(Category I)**
- 4g. New launch vehicles cannot be listed on auction-based websites within 60 days of the retail launch of the model introduction. Listings of new launch vehicles on third-party auto inventory sites must comply with all Infiniti ICAP Co-Marketing Program Guidelines stated herein, i.e. must be listed at MSRP. **(Category I)**
- 4h. Advertising of the Company/Employee Vehicle Purchase Plan (VPP) is not permitted. **(Category I)**

Section 5: Clear, Positive, Brand-Enhancing Communication and Claims

- 5a. Advertising must not state or imply that any Retailer has a favored or preferential status or an improper advantage over another Infiniti Retailer to sell a new Infiniti vehicle. **(Category I)**
- 5b. Advertising must not include claims or accolades unless they are true and a source is clearly and completely identified in the ad, including the claim, the time frame and the source of the information. The source must be current within one calendar year of the publication date of the ad or the information's appearance on the website. Geography references are allowed without a source reference as long as they are accurate and validated by Infiniti. **(Category I)**
- 5c. Advertising must not state or imply messages that are detrimental to the Infiniti Brand. **(Category I)**
- 5d. Language must not mislead a consumer as to the nature of the deal he or she can expect to obtain. Ads/website must include language that specifies "two or more vehicles available at this price". 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 is not permitted. **(Category I)**
- 5e. No reference to "Consumer Reports" accolades may be made. **(Category I)**

Prohibited Words, Phrases and Distressed Language

Ads must not include the following words or phrases in any order or any words or phrases with similar meanings:

- 5f. "special allocation", "special allotment", "special acquisition", "factory authorized", "factory challenge", "manufacturer authorized", "manufacturer challenge", "Infiniti authorized", "Infiniti challenge" **(Category I)**
- 5g. "volume discount", "volume savings", "outlet", "liquidation", "liquidate", "liquidating", "blowout", "blowing them out", "bail out", "sell off", "sell down", "close out", "closing them out", "clear out", "clean out", "overstocked", "inventory sell-a-thon" **(Category I)**
- 5h. "we will not be undersold", "won't be undersold", "nobody undersells", "price too low to advertise", "so low they can't be advertised", "no haggle", "retailer cost", "our cost", "meet", "beat", "match", "finance anyone", "bad credit? No problem" **(Category I)**
- 5i. Advertising must not say "thousands off MSRP", "half off MSRP", "\$XXXX Savings", "\$XXXX Discount", "\$XXXX Off", "XX% Off", "Save \$XXXX", "Save XX%". "Save XXXX off MSRP", "Invoice", "Below Invoice", "Under Invoice", "Discount", "Clearance", "Reduction" (i.e. "Inventory Reduction", "Massive Reduction", "Construction Reduction"), "Rebates", "Cash Back", "Coupon", "Dealer Incentives", "Factory Incentives", "Cash Incentives", "We pay sales tax", or any other phrase that gives the impression that Infiniti vehicles are an "economy" or "discount" brand rather than a luxury/ premium brand. **(Category I)**
- 5j. The terms "Deal", "Special Deal", "Special Purchase", "Special Price", "Save", "Savings", "Incentives", and "Infiniti Incentives" can only be used when they refer directly to the lease and APR offers published by Infiniti in the monthly MSRP/LPP Update Guide. Use of these terms in any other context warrants an infraction, including all exaggerated forms of these terms (i.e. "Huge Savings", "Best Savings", "Aggressive Deals", "Aggressive Savings", etc.) **(Category I)**



Section 6: Pre-Owned Vehicles and Certified Pre-Owned Vehicles

This section only applies should a Retailer elect to advertise pre-owned vehicle inventory or Infiniti Certified Pre-Owned vehicles.

- 6a.** Pre-owned inventory can include vehicles that are displayed at other locations owned by the same Retailer. These vehicles must include a disclaimer that states the vehicle is not located at that specific Retailer and if there are any costs associated with transporting vehicle to location being advertised.
- 6b.** Only Infiniti Certified Pre-Owned vehicles can be listed in Retailer creative (i.e., “Lexuscertified”, or Retailer private label “Anyretailer program” are not permissible).
- 6c.** On a Retailer website, when a user selects to display “All” used vehicles without filtering for other criteria, the default search settings must display all Infiniti vehicles first and all other makes should follow.

An acceptable alternative is to categorize vehicles via either a drop-down menu or via “tabs” in the following specified order: Infiniti Certified Pre-Owned / Infiniti Pre-Owned / Other Pre-Owned Makes.

Section 7: Retailer Websites

Section 1-6 ICAP Advertising Guidelines apply unless otherwise noted.

Usage and Placement of the Infiniti Logo

- 7a.** The Infiniti logo must appear prominently at least once on every web page and be placed within an approved location in the top left of the web page.

Retailer Logos Fonts and Taglines

- 7b.** For digital media, the word “Infiniti” and the names of all Infiniti models must appear in Infiniti Meta font where site technology allows and in one of the three Brand colors: black, white and Infiniti Silver. Where Infiniti Meta font cannot be used (i.e. HTML), an acceptable alternative is to use a standard san-serif font, preferably Verdana.
- 7c.** On the Retailer’s website, the Retailer logo and any third party logo, including but not limited to, website provider, social sites (e.g. Facebook) etc. must not be obtrusive, and cannot be larger than the Infiniti logo.

Website Design and Appearance

- 7d.** All images (graphics and photographs) must display on every page of the website when a specific page is selected by a user. No broken graphics, images or photographs.
- 7e.** All clickable links within the website must function properly and deliver the user to the page or website section the link indicates with no broken or dead links.
- 7f.** The Retailer Website must include a consistent, clear vertical or horizontal navigation.



Content Standards

7g. Domain Names

1. Retailer urls that mention non-Infiniti makes/brands are not permitted (by way of example, www.smithinfinitibmw.com or www.smithlexusinfiniti.com).
2. Retailer domain names must be based on their official Infiniti approved DBA (“doing business as”) name as required by Market Rep. Should a Retailer purchase alternative url’s, the content within that url must be ICAP Co-Marketing Program compliant and include a link to the official Retailer url approved by Infiniti. Infiniti reserves the right to reject alternative url’s that are not in compliance with the ICAP Co-Marketing Program or that violate trademark laws. Example of compliant alternative url: www.valleyinfinitidealers.com; This website lists all Retailers in the Phoenix/Scottsdale/Chandler/Glendale, AZ area and include links to each Retailer’s websites. No one Retailer has an advantage over another.
3. Domain names may include an Infiniti trade name only if it appears in the Retailer’s DBA.
4. Domain names may contain a city name only if a Retailer’s Infiniti-approved DBA name includes that city. Retailers may not register domain names featuring city names outside their PMA.
5. Retailers must not register domain names that include the DBA of another Infiniti Retailer or variations of another Retailer’s DBA or corporate name.

7h. Website Domain Name Trademark Infringement (Category 1)

Retailers may not purchase other domain names using the Infiniti trade names, product names, model names, or any variations thereof. This includes Retailer websites that create the impression of being the official factory sales website that provides the illusion and/or misrepresentation that the consumer is purchasing direct from Infiniti. (i.e., www.yournextinfiniti.com, www.G37headquarters.com, www.anytownbestinfiniti.com, www.nationalinfiniti.com, www.universalinfiniti.com, www.infinitiwarranty.com).

7i. Website Content must include:

- Map & directions page including store physical address and main store phone number
- Hours of operation
- Privacy policy (Retailer must discuss appropriate language with their legal counsel.)

7j. Every web page must display:

- Retailer name
- Phone number
- Address
- “Contact us” link

7k. No other new manufacturers can be represented on the Retailer Website.

7l. The Retailer Website must be linked from the InfinitiUSA.com Retailer Locator.

7m. The Retailer Website must have a reciprocating link back to InfinitiUSA.com.



Homepage Content

- 7n.** The Retailer Website must display the current national sales event or focus product on the homepage.
- 7o.** The Retailer Website must include a purchase inquiry or information request on the homepage.
- 7p.** No other captive finance brands can be represented on the homepage.

New Vehicle Inventory

- 7q.** Retailer Websites must contain searchable new inventory.
- 7r.** Vehicles must include an art image or photography image of the vehicle. If a specific vehicle is loaded to a Retailer's website and photography is not available for that specific vehicle, stock photography from InfinitiArtwork.com should be used until the image is ready.
- 7s.** Non-Infiniti Brand new vehicles are not permitted to render or display within the inventory listings unless a specific product comparison with an Infiniti model is made. A comparison grid therefore may appear.
- 7t.** New vehicle inventory must include pricing.

Section 8: Social Sites, Branded Pages on Various Sites and Blogs

Retailers can customize brand pages on various social or video sites such as Facebook, LinkedIn, MySpace and others.

Site and Appearance

For Retailer-branded pages, videos, or blogs, the Infiniti Brand Guidelines outlined previously within this document for Retailer website appearance, format and content apply.

If site technology allows, the following must be included on each branded page, video and blog:

- 8a.** The Infiniti logo must be displayed on the upper right or left side of the page.
- 8b.** The Infiniti logo must be clearly separated from other brands.
- 8c.** Social sites, branded pages on various sites and blogs must contain Retailer contact information.
- 8d.** Retailers should use their official Infiniti DBA name.
- 8e.** For digital media, the word "Infiniti" and the names of all Infiniti models must appear in Infiniti Meta font where site technology allows and in one of the three Brand colors: black, white and Infiniti Silver. Where Infiniti Meta font cannot be used (i.e. HTML), an acceptable alternative is to use a standard san-serif font, preferably Verdana.

Retailers must avoid creating the appearance/impression that a page, video, blog represents the official property of Infiniti or any Infiniti entity. Content should be explicitly disclosed as Retailer operated and may not profess to be official Infiniti property or content. Official Infiniti press releases may be used as long as they are represented correctly.

Retailer's Brand Page Name

- 8f.** Sites such as YouTube or others allow retailers to designate a vanity url (i.e., "www.youtube.com/infinitiofanytown"). If site technology allows, Retailers should utilize their authorized Infiniti DBA name in these URLs. If site technology does not allow, Retailers can use an alternative name, but this must comply with the guidelines set forth in 7g.



INDEMNIFICATION OF INFINITI

Retailers shall be solely responsible for complying with all applicable laws, regulations, rules, ordinances and orders, whether statutory, judicial, administrative or regulatory in origin, related to their advertising of Infiniti vehicles. Advertising containing wrongful or fraudulent claims, or that is misleading or disputable, or that violates any law whatsoever, may not be paid for with advertising funds provided under this Program unless such violation is solely the direct result of information provided to Retailers by Infiniti and Retailers did not know or should not have known after exercising reasonable diligence, that the information supplied by Infiniti was incorrect. The Guidelines will be applied uniformly, subject to so doing not resulting in NNA or Retailers violating any applicable law.

Further, each Retailer that participates in this Program shall, at its sole cost, risk and expense, protect, defend, indemnify and hold harmless Infiniti and its shareholders, directors, officers, employees and agents from any and all liabilities, claims, actions, losses, costs and expenses, including without limitation reasonable attorneys' fees and disbursements, in any way arising out of or relating to the Retailers' efforts paid for with funds under this Program unless such claims as contemplated herein arise solely as a direct result of information provided to Retailers by Infiniti, and Retailers did not know, or should not have known after exercising reasonable diligence, that the information supplied by Infiniti was incorrect.

Retailers are advised to consult their own legal counselor regarding all of their advertising. Compliance with program requirements does not constitute Infiniti legal approval.