



FY2015 CO-OP ADVERTISING PROGRAM RULES & GUIDELINES

PROGRAM OVERVIEW

The Co-op Program is administered through The Advertising Checking Bureau, Inc. (ACB), the country's leading Co-op management company. All claims for Co-op Program reimbursement, along with the Briggs & Stratton notification of pre-approval for dealer created ad materials, must be submitted to ACB in order to be eligible for reimbursement.

- Eligible advertising must run from **6/30/14** through **6/28/15**

TO QUALIFY FOR CO-OP ADVERTISING REIMBURSEMENT:

- Have a current signed and approved Dealer's Agreement on file with Briggs & Stratton Power Products Group LLC.
- Place a qualified stock order under the current marketing program ordering period. (For earning details refer to Stock Order Program)
- Submit claims within 30 days of the date of media invoice.
- Follow the rules set forth as to the makeup of ads, commercials, etc.
- Comply with all federal, state, and local laws, regulations, rules and orders governing the form or content of such ads, commercials, billboards, etc. Reimbursement will be at a percentage of your NET cost of all approved media.
- **Minimum advertised price (MAP) must correspond to the Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro product(s) featured in the advertising.**

EARNED CO-OP ACCRUAL INFORMATION

To access your earned advertising co-op accrual report go to www.ThePowerPortal.com>Sales & Marketing>Dealer Paranet Co-Op Reporting System. The ParaNet! website provides your Co-op Program funds and reimbursement activity information. Claim Form and Pre-Approval Form are also available there. If you have questions or concerns, please contact customer support at (877) 800-3908. Refer to the current sales program for information on how co-op funds may be earned and the pertinent percentage.

APPROVED ADVERTISING

Use of corporate prepared advertising materials found on www.simplicityadvertising.com (all brands can be accessed) do not require pre-approval. Corporately managed marketing programs that state "eligible for co-op reimbursement" do not require pre-approval.

ADVERTISING REQUIRING PRE-APPROVAL

All dealer created advertising/marketing activities require pre-approval by ACB. If you make changes to any of the materials found on www.simplicityadvertising.com, other than adding your dealership information, you do need to submit for pre-approval.

- Pre-approvals require 48 hour turn-around. Pre-approvals should be submitted at least five days prior to your advertising materials deadline to allow for any changes that may be required.
- If you've obtained a pre-approval and use the same materials again, you do not need to submit for pre-approval, however you do need to send a copy of that pre-approval form with the new claim.
- Advertising specialties, church, lodge, club, athletic events or association bulletins, show programs, yearbooks, or giveaways, sponsorships, promotions etc., placemats, logo pens, calendars (no product illustration required).
- Group ads listing multiple dealers require a group co-op pre-approval form to be submitted by one entity.
- Any other media not expressly listed requires prior pre-approval.

ThePowerPortal.com>Sales & Marketing>Co-Op Program

DENIED ADVERTISING:

- Advertising, which reflects negatively on Briggs & Stratton Power Products Group LLC or another Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro dealer.
- Any advertising which simply causes a sale to be exchanged from one Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro dealer to another. EXAMPLE: "We will beat all other Simplicity dealer prices."
- Any advertisement which violates or appears likely of being found in violation of federal, state, or local laws regulations, rules or orders relating to such advertising, or which includes unsupportable claims.
- Any advertising which is immoral, deceptive or scandalous.
- Advertising agency fees or commissions. They will be deducted from invoices on which they appear.
- Advertising costs which have been paid for with goods or services (trade).
- Creative services (artwork, copy typesetting, or other production charges, talent, or announcer fees.)
- Used equipment, parts, service, or rental advertising for any competing or non-competing products.
- Ads on auction websites (Ebay, Craigslist, etc.). Also refer to the Briggs & Stratton Power Products Group's Electronic Media and Internet Policies documents for guidelines.
- Classified ads
- Website development
- Open house/special event expenses, examples: food, tents, entertainment.

FILING PROCESS

Send your Co-op Advertising Claim Form, signed and approved Co-op Advertising Pre-Approval Request Form (if applicable), and required documentation within 30 days of the media invoice date. Claims received after the deadline will not be eligible for reimbursement. Claims and documentation should be sent to:

Regular Mail

Briggs & Stratton Co-op Program
c/o Advertising Checking Bureau
PO Box 52118
Phoenix, AZ 85072-2118

Overnight Mail

Briggs & Stratton Co-op Program
c/o Advertising Checking Bureau
1919 West Fairmont Drive, Suite #7
Tempe, AZ 85282

Telephone: (877) 800-3908

Fax: (602) 710-2119

Email: BriggsandStratton@acbcoop.com

Hours: Monday - Friday, 7am - 3:15pm (MST)

Dealers will be notified if additional documentation is required to complete the processing of their Co-op Program claim. Any required additional documentation must be postmarked or received no later than 30 days from the date on the notification.

All claims for reimbursement are subject to verification by Briggs & Stratton Power Products Group LLC or ACB, whose determination of the amount or acceptability of any claim shall be final.

REIMBURSEMENT

Following approval of a claim, co-op reimbursement will be in the form of a check issued to the dealership from ACB. If the co-op claim is denied, an Audit Notice outlining the reasons for denial will be sent to the dealer.

NEWSPAPER

What Qualifies?

- Published ad
- Printed inserts
- Insertion costs
- Half page ads may carry other brands. Only space devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro product(s) will qualify. All Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro copy, logo, and illustration(s) must be in close proximity with no intrusion by other copy.
- Formula for calculating reimbursement for multi-product ad is: Square inches devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro product, divided by total square inches of overall ad, equals 50% or more devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro, times overall cost of ad, times the percent co-op, for which you qualify, equals reimbursement amount.

What Must be Included?

- Use current product illustrations supplied by Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro.
- Ad must contain a proper Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro logo.
- On multi-product ads, Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro copy and illustration(s) must be contained within one rectangle or square within the ad.
- Mandatory disclaimers pertaining to horsepower ratings, retail finance offers, pricing and rebates must be included.
- When using our logo with your logo/brand, our logo should be treated subservient to the your logo/brand so that it is clearly a product for sale. Avoid using our logo in a manner that gives the appearance of co-branding. Example: Placement of our logo adjacent your logo.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form.
- Copy of pre-approval form (if applicable)
- Invoice from publication showing the ad date and net cost. Co-op invoice or memo billings do not qualify.
- Original tear sheet (no photocopies) with publication date reflected on the page. (If original tear sheet is not available, an authorized full-page electronic tear sheet from publication is acceptable)

RADIO & TELEVISION

What Qualifies?

- Only 30- and 60-second spot commercials apply.
- No direct mention or implication may be made to other competing or non-competing products. Commercials must be exclusive to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro lawn and garden equipment.
- Commercials must be in good taste and if humor is used, it must be used to make an important, pertinent point.

What Must be Included?

- The brand name Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro must be used at least twice in a 30-second commercial and four times in a 60-second commercial.
- No reimbursement will be made for commercials run from midnight to 5:00 a.m. (residential) and midnight to 4:00 a.m. (commercial).
- Pre-approved radio spots and scripts are available at www.simplicityadvertising.com.
- Dealer created spots require prior written approval to qualify for co-op.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form
- Copy of pre-approval form (if dealer created)
- Invoice from station
- Notarized station log, script (must be on station letterhead) or Briggs & Stratton script # & title and ANA/RAB radio or ANA/TVB TV Affidavit.

DIRECT MAIL

What Qualifies?

- Printing
- Postage
- Mailing Lists
- Only space devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro product(s) will qualify. All Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro copy, logo, and illustration(s) must be in close proximity with no intrusion by other copy.
- Formula for calculating reimbursement for multi-product ad is: Square inches devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro product, divided by total square inches of overall ad, equals 50% or more devoted to Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro, times overall cost of ad, times the percent co-op for which you qualify, equals reimbursement amount.
- When using our logo with your logo/brand, our logo should be treated subservient to the your logo/brand so that it is clearly a product for sale. Avoid using our logo in a manner that gives the appearance of co-branding. Example: Placement of our logo adjacent your logo.

What Must be Included?

- Use current product illustrations supplied by Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro.
- Ad must contain a proper Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro logo.
- On multi-product ads, Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro copy and illustration(s) must be contained within one rectangle or square within the ad.
- Mandatory disclaimers pertaining to horsepower ratings, retail finance offers, pricing and rebates must be included.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form.
- Copy of pre-approval form (if dealer created)
- Printer's invoice, clearly showing total printing cost for the entire mailer, separate from other non-reimbursable costs.
- Postal receipts
- Original direct mail piece, if dealer produced. (Briggs & Stratton pre-produced direct mail pieces require the invoice only; copy of printed mailer is not required.)

DIGITAL ADVERTISING

Based on the ever-evolving media landscape we have updated our guidelines to reflect these new opportunities.

What Qualifies?

- Digital ads with prior pre-approval
- E-mail campaign with prior pre-approval
- Facebook advertising with prior pre-approval
- Google Ad Words program managed through ACB

What Must be Included?

- If space allows, ad must contain a proper Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro logo.
- Use current product illustrations supplied by Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro, if applicable.
- Mandatory disclaimers pertaining to horsepower ratings, retail finance offers, pricing and rebates must be included, if applicable.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form
- Copy of pre-approval form
- Copy of invoice
- Authorized full-page electronic tear sheet
- Copy of E-mail campaign statics page

OUTDOOR ADVERTISING

What Qualifies?

- Rental cost for traditional or digital billboards.
- Posting paper or vinyl.
- Lighted outdoors signs purchased through approved vendor. Non-approved vendors require pre-approval.
- Bench, airport, buses, athletic fields, race tracks or other small signboards or signage, requires pre-approval.
- Shipping/Freight

What Must be Included?

- Must be exclusively Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro and carry no direct or indirect mention of other brands or products.
- Dealer created materials require pre-approval.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form
- Copy of pre-approval form (if dealer created)
- Copy of invoice
- A clear color photo or color photocopy of billboard (Briggs & Stratton produced billboards and lighted signs require the invoice only; copy of photo is not required.)
- Multi-month contracts require all documentation to be submitted with each monthly claim

WEARABLES & PROMOTIONAL ITEMS

What Qualifies?

- Apparel and promotional items purchased through our authorized vendors are eligible for co-op reimbursement. (Order information available on simplicityadvertising.com)
- Shipping/Freight
- There is an annual limit on wearables of \$1,500 that can be used out of your available co-op fund per brand.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form
- Copy of invoice from approved vendor

TRADE SHOWS, FAIRS, HOMESHOWS, MALL SHOWS, SPECIAL ACTIVITIES

What Qualifies?

- Only qualifies with prior written approval.
- Dealer open house events not eligible.

What Paperwork is Required for Reimbursement?

- Completed co-op reimbursement claim form
- Copy of pre-approval form
- Copy of invoice
- Photograph of complete display

LEGAL REQUIREMENTS

Briggs & Stratton Power Products Group LLC and ACB are not responsible for legal clearance of promotional programs or advertising content. Approval by Briggs & Stratton Power Products Group LLC or ACB for co-op program reimbursement does not constitute legal approval of content or activity.

Before placing any advertising, it may be beneficial to contact your attorney to resolve legal questions and to ensure that your material complies with all federal, state and local laws and regulations. Here are six conditions of advertising with which you must comply:

- Ads that promote the cost per month of using a Credit plan or ads that promote “Same as Cash” must contain the full disclosure statement as supplied by whichever consumer finance company you conduct business with for consumer financing (e.g., local bank, etc.).
- Be sure the specific advertised model(s) can be purchased from you, as advertised, for the duration of the advertised sales period.
- The advertised price(s) must always cover the available model(s) and feature(s) described or illustrated. Illustrate only currently available models and the model to which the ad pertains.
- Dealer-advertised price reductions or savings should only be the amount that is the difference between your regular and recent selling price. Your “regular” price shall be the lowest price at which any substantial sales were made during the most recent thirty (30) day period or regularly established business of that product.
- A “free” promotion must represent an actual savings equal to the value of the free goods. Therefore, a “free” offer may not run if its use dampens price fluctuations (e.g., deal making) which would normally occur if the (e.g., deal making) which would normally occur if the word free offer were not made
- Independent businesses may not conspire to fix prices and thereby reduce competition. This may occur depending on the situation - when two or more dealers agree to a single advertised price. Therefore, with another dealer, review those plans with your attorney. Advertised price reductions and savings therefore should be legitimate and truthful in view of your particular selling practices.
- Nothing herein shall be deemed to grant the Dealer any rights whatsoever in any Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro trademark, trade name, or other Simplicity/Snapper/Massey Ferguson/Ferris/Snapper Pro proprietary data.

AMENDMENTS/TERMINATIONS

Briggs & Stratton Power Products Group LLC reserves the right to amend, terminate, or cancel this Co-op Program at any time upon a 30 day written notice.

CLAIMS EXCEEDING AVAILABLE FUNDS

Reimbursement cannot exceed earned funds at any time. Partial reimbursement may be made up to available Co-op Program funds.

UNAUTHORIZED DEDUCTIONS

Unauthorized deductions by the dealer of the requested reimbursement amount are strictly prohibited and may be in direct violation of guidelines issued by the Federal Trade Commission (FTC.)