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09-017-1

DATE MAR 11 2010

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California Cash for Appliance Rebate Program

## Consumer Campaign Messaging For Advertising Materials

Please use the following specifications in your California Cash for Appliances rebate program marketing and advertising messaging to consumers.

### Objective

Save Energy by encouraging consumers to recycle their appliance(s) with qualified energy efficient models through the California Cash for Appliances rebate program.

### Tagline

BUY-RECYCLE-SAVE

### Launch Date

The Energy Commission will launch the consumer campaign on Earth Day, Thursday, April 22, 2010 through May 23, 2010. The program is **first-come first-serve**, and will continue until funds are depleted.

### Purchase Period

April 22 through May 23, 2010 until rebate funds are depleted. Consumer must submit a completed application and supporting documentation within 30 days of purchase. Refer to [www.cash4appliances.org](http://www.cash4appliances.org) for daily updates.

### Claim Period

Mail-in completed rebate application package within 30 days of purchase beginning April 22, 2010.



## Target Audience

- Consumers who are replacing their appliance either as a distress or upgrade buy
- Women
- 35 and older
- Responsible for household budget

## Eligible Appliances and Rebate Amount Available by Appliance

Refer to the official eligible appliances list located on Cash for Appliances website at:

[www.cash4appliances.org](http://www.cash4appliances.org)

- Refrigerators-\$200
- Washing Machines-\$100
- In-Room Air-Conditioners- up to \$50

## Key Messages

Note: The following bullets contain the general ideas to be communicated through the ad campaign.

### **Consumer messaging:**

- » Three step process: BUY-RECYCLE-SAVE
- » Recycle your inefficient appliance and SAVE now
- » SAVE energy and money by applying today
- » SAVE money on your utility bill with a new energy efficient appliance
- » Rebates help offset the cost of the new energy efficient appliance
- » Buy Energy Smart and SAVE now

### **Messaging by specific Appliance:**

#### **CLOTHES WASHER:**

- » Cut your energy load up to 70% with a new high energy efficient washer

#### **REFRIGERATOR:**

- » Replace your inefficient refrigerator with a high energy efficient model and save up to \$200 a year

#### **ROOM-AIR-CONDITIONERS:**

- » Size right and save money



## Key Messages (continued)

### Other important points to add:

- » Consumers are eligible to "layer" rebates with utilities and manufactures to lower the cost of the appliance.
- » Consumers MUST recycle their appliance to receive a rebate. The inefficient appliance may also be recycled through an Energy Commission platinum partner, utility buy-back programs, or your city or county governments who have certified that appliances will be recycled through a California Certified Recycler. Consumers may also take their own appliance to a certified appliance recycler to receive the recycling application. Eligible Appliances are higher than Energy Star standards and must be selected from the list of "Eligible Appliances" located on the Cash4Appliances.org website.
- » Position your company as a "Platinum" or "Official Partner" of the California Cash for Appliances rebate program (use applicable partner level deemed by Energy Commission partnership grid).
- » Call to action is to drive consumers to the California Cash For Appliances website ([www.cash4appliances.org](http://www.cash4appliances.org)) to apply for rebates.





## Tone & Execution

Friendly and exciting.

## Call to Action

Consumers will have the dedicated consumer 800 number (COMING SOON) and the official Energy Commission website: [www.cash4appliances.org](http://www.cash4appliances.org). Partners can also link to the website from their company website.

## Mandatory Advertising Elements

These are elements that must be included in the advertising.

### Radio

(Insert your retailer name) a(n) (use applicable partner level deemed by Energy Commission partnership grid) of California Cash for Appliances rebate program. Visit [www.cash4appliances.org](http://www.cash4appliances.org) for rebate information and details.

### Online

Include California Cash for Appliances logo within the banner ads. Users see the logo when they click the ad and will be directed to the website.

### Print

Include California Cash for Appliances logo within print ads. Users can also be directed to retailer's website with a link to official state website.



## Logo Use Guide

CALIFORNIA ENERGY COMMISSION

# Logo Basics



## TYPEFACE

Avant Garde Gothic

## COLOR

Outer Arc Pantone 1375 C or #F99B0C

Inner Arc Pantone 314 C or #00829B

Type Pantone 316 C or #00494F



# Color Palette

The following are the acceptable colors to use with the identity.

Pantone 3115 C  
#2DC6D6



Pantone 312 C  
#00ADC6



**Pantone 314 C**  
**#00829B**  
*Inner Arc*



Pantone 315 C  
#006B77



**Pantone 316 C**  
**#00494F**  
*Type*



Pantone 128 C  
#F4DB60



Pantone 141 C  
#F1CE68



Pantone 1235 C  
#FCB514



**Pantone 1375 C**  
**#F99B0C**  
**Outer Arc**



Pantone 153 C  
#BC6D0A



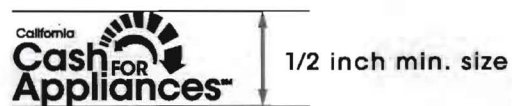


# Using the Logo

## Sizing and Spacing



When placing the logo, allow for a space around it equal to the height of the "p" in appliance.



The minimum height for the logo is one half an inch. Do not size the logo smaller than this.



Do not stretch the logo.

# Using the Logo

## Color

The correct color usage for the logo is either:

- » using the assigned colors on page 1
- » a single color chosen from the color palette
- » all black
- » or all white.

YES



NO



# Using the Logo

## Color

The logo should Only white should be used when placing the logo on a dark background.

YES



**CALIFORNIA CASH FOR APPLIANCES  
PROGRAM NAME AND LOGO USE AGREEMENT**

This *California Cash for Appliances* Program Name and Logo Use Agreement ("Agreement") is made and entered into by and between the California Energy Commission ("Energy Commission") and the company named in Section 1 below ("Company"). Company wishes to use the *California Cash for Appliances* name ("Program name") and Logo ("Logo") to indicate for promotional purposes that it is a Partner of the *California Cash for Appliances* Program, otherwise known as California State Energy Efficient Appliance Rebate Program. The Program Name and Logo are service marks of the Energy Commission, which administers the *California Cash for Appliances* program.

After executing this Agreement, the Energy Commission grants Company a nonexclusive, nontransferable, royalty-free, personal license to use the Program Name and Logo on its website and in promotional materials for products eligible to receive a *California Cash for Appliances* rebate, subject to the terms and conditions of this Agreement. Company's use of the Program Name and Logo is conditioned upon Company's compliance with all terms and conditions of this Agreement, including documents incorporated by reference in section 3 below.

**1. Company Information**

Company Name: \_\_\_\_\_

Company Contact Person/ Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

[Company should identify all websites where Program Name and Logo will be used/posted.]

**2. Definitions**

- a. **"Effective date"** means the date upon which this Agreement is signed by both parties.
- b. **"Logo"** means the *California Cash for Appliances* logo, or any replacement logo the Energy Commission may provide under this Agreement.
- c. **"Parties"** means the Energy Commission and Company.
- d. **"Product"** means an appliance eligible for a rebate as specified in California State Energy Efficient Appliances Rebate Program Guidelines, which are incorporated by reference in Section 3 below.
- e. **"Program Name"** means "*California Cash for Appliances*".



- f. **"Company"** means the business entity identified in section 1 above, but does not include any affiliate or subsidiary of the entity."

### **3. Documents Incorporated by Reference**

- a. California State Energy Efficient Appliance Rebate Program Guidelines, located at: <http://www.energy.ca.gov/recovery/energystar.html>.
- b. *California Cash for Appliances* Logo Use Guide, located at: [www.cash4appliances.org](http://www.cash4appliances.org).

### **4. Term of Agreement**

This Agreement shall commence on the Effective Date and continue until no later than December 31, 2010, unless terminated earlier by either party.

### **5. Ownership of Program Name and Logo, and other Intellectual Property Interests**

- a. The Energy Commission is the exclusive owner of the Program Name and Logo. The Energy Commission retains all rights and title to, and interest in, the Program Name and Logo. This Agreement does not transfer to Company the Energy Commission's service marks, copyrights, or other intellectual property interests.
- b. Company may not register, adopt, or use any corporate name, trade name, trademark, domain name, service mark, certification mark, or other designation that violates the Energy Commission's rights in the Program Name or Logo.
- c. Company shall notify the Energy Commission of any suspected or known violation of the Energy Commission's rights in the Program Name or Logo. The Energy Commission shall have the sole right to any action concerning the improper or unpermitted use of the Program Name or Logo.

### **6. Authorized and Unauthorized Uses of Energy Commission Program Name and Logo**

#### **a. Authorized Uses**

- i. Company may use the Program Name and Logo only for purposes of the *California Cash for Appliances* Program to advertise products that meet the requirements of the *California Cash for Appliances* Program, as specified in the Energy Commission's State Energy Efficient and Appliance Rebate Guidelines. Company may not use the Program Name or Logo for other purposes. Company may not use any other Energy Commission logo, obtained from the Energy Commission's website, promotional materials or any other source.
- ii. Company must attribute the Program Name and Logo to the Energy Commission in all materials and on all web pages where the Program Name or Logo appears. The attribution clause must read as follows: "*California Cash for Appliances* is a service mark of the California Energy Commission."

- iii. Company may use the Program Name and Logo on its website in the following manner:
  - 1. Company may display the Program Name and Logo on its website in accordance with the *California Cash for Appliances* Logo Use Guide, located at: [www.cash4appliances.org](http://www.cash4appliances.org)
  - 2. Company may use the Logo as a link to the *California Cash for Appliances* website. Company may not use the Logo to link to any other website.

**b. Unauthorized Uses**

- i. Company may not use the Program Name or Logo in a manner that expresses or implies the Energy Commission's endorsement, approval, favoring, or sponsorship of Company or its products, services, or websites. Except to identify itself as a partner of the *California Cash for Appliances* Program in the manner specified in writing by the Energy Commission, Company may not use the Program Name or Logo in a manner that implies the Energy Commission's affiliation with Company or its products, services, or websites. The term "Partner" should not be construed to mean any type of legal partnership, joint venture, or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever.
- ii. Company may not use the Program Name or Logo in a manner that suggests the Company's products, services, or websites are the Energy Commission products, services, or websites.
- iii. Company may not use the Program Name or Logo in a manner that damages, disparages, or diminishes the Energy Commission, the Energy Commission's services, or the *California Cash for Appliances* Program, including but not limited to uses that could be deemed obscene or that encourage unlawful activities.
- iv. Company may not authorize any other party to use the Program Name or Logo.
- v. Company may not use the Program Name or Logo as a feature or design element of any other logo. Company may not use the Program Name or Logo in any trademark, service mark, service name, or other indicia of origin.
- vi. Company may not alter the Logo in any manner, including proportions, colors, or elements, except as provided in the *California Cash for Appliances* Logo Use Guide.
- vii. Company may not use the Program Name or Logo on any materials in which Company's name, logo, or product name does not also appear. The Logo must be less prominent than Company's name, product name, logo, trademark, service mark, service name, or other indicia of origin.

## **7. Energy Commission's Right to Review Company's Use of Name and Logo**

- a. The Company shall submit to the Energy Commission all proposed uses of the Program Name or Logo prior to such use. The Energy Commission reserves the right to review Company's use of the Program Name and/or Logo prior to or during such use, and to prohibit Company from using the Program Name and/or Logo if the proposed or actual use breaches the terms of this Agreement. The Energy Commission will use its best efforts to approve all proposed uses of Program Name and/or Logo in an expeditious manner. However, any failure by the Energy Commission to do so shall not be construed as an acceptance of the proposed use by Company of the Program Name and/or Logo. The Energy Commission may prohibit Company from using the Program Name and/or Logo if any of the proposed uses breach the terms of this Agreement.
- b. Company shall provide the Energy Commission unrestricted access to sites at which Company displays the Program Name and Logo, so that the Energy Commission may review Company's use of the Program Name and Logo.

## **8. Appearance and Modification of Logo and California Cash for Appliances Website**

The Energy Commission may alter, modify, or discontinue the *California Cash for Appliances* logo or website(s) at any time, at its sole discretion.

## **9. Indemnification**

Company agrees to indemnify, defend, and hold harmless the Energy Commission from any third party claim, loss, liability, damage, cost, or expense that arises from Company's participation in the *California Cash for Appliances* Program, including, but not limited to, Company's use of the Program Name or Logo, or any promotional materials developed by the Energy Commission, or the marketing, advertising, manufacture, sale, offer for sale, distribution, promotion, or performance or furnishing of Company's products or services.

## **10. Disclaimer of Warranty and Limitation of Liability**

The Energy Commission makes no warranties regarding the Program Name or Logo and disclaims all warranties that might otherwise be implied by law. The Energy Commission shall not be liable for any direct, indirect, special, consequential, or punitive damages arising from or relating to Company's use of the Program Name and/or Logo.

## **11. Assignment**

Contractor may not assign this Agreement to a third party.

## **12. Waiver**

No waiver by either party of a breach of this Agreement shall constitute waiver of any other breach. The failure of either party to exercise any right or remedy upon a breach of this Agreement shall not constitute waiver of the breach. No waiver shall be effective unless in writing, signed by either party.

### **13. Termination of License and Agreement**

The license to use the Program Name or Logo under this Agreement shall immediately terminate upon: (1) Company's breach of any terms of this Agreement; or (2) any action taken by Company that is inconsistent with the Energy Commission's sole legal ownership of the Program Name or Logo. Contractor shall immediately cease use of the Program Name and/or Logo upon the occurrence of either event, regardless of the receipt of any prior notice, written or oral, from the Energy Commission.

Either party may terminate this Agreement for breach by the other party, if the breach is not cured upon thirty (30) days prior written notice to the other party. The Energy Commission shall not be liable for any direct, indirect, special, consequential, or punitive damages arising from or relating to the termination of this Agreement.

### **14. Severability**

If a court of competent jurisdiction finds that any provision or part of this Agreement is illegal, invalid, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

### **15. Governing Law**

The laws of the State of California shall govern this Agreement. Venue over all disputes arising under or relating to this Agreement shall be in state and federal courts within the State of California.

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### **Company Signature**

As an authorized representative of Company, I have read and agree to the terms of this Agreement. I understand that modification of any part of this Agreement, except to provide requested information, constitutes a violation of this Agreement.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Energy Commission Signature**

Signature of Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_