

CONTENT GUIDELINES (THE “GUIDELINES”)

1. When blogging, tweeting or posting about Company or Company’s products or services, Influencer must clearly disclose his/her “material connection” with the Company, including the fact that Influencer was afforded any consideration, was provided with certain experiences or is being paid for a particular service. “Material connections” may be defined as any connection between an Influencer and Company that could affect the credibility consumers give to that Influencer’s statements. Important examples of “material connections” include, but are not limited to, benefits or incentives, such as monetary compensation, loaner products, free products or services, in-kind gifts, or special access privileges provided by Company to an Influencer.
2. The above disclosure should be made in close proximity to any statements that Influencer makes about Company or Company’s products or services. This disclosure should be clear and prominent enough for consumers to view it when they are reading Influencer’s posts – it should be difficult to miss and easily understandable by ordinary consumers. This means that the disclosure should not be buried behind links or in the Terms and Conditions (or in similar documents). In addition, the consumer should not be required to click on, scroll down, or mouse over a link in order to view the disclosure. The disclosure should also be in the same medium as the endorsement content. For example, if the endorsement is audible, the disclosure should also be audible. Please note that this disclosure is required regardless of any space limitations of the medium (e.g., Twitter), where the disclosure can be made via hashtags, such as #sponsored, #paid or #ad (the latter of which preferably at the beginning of the tweet).
3. Any content you create about Company or Company’s products or services must reflect your honest opinion(s), beliefs, findings or experiences with Company and Company’s products or services. However, we do ask that all blog entries, Facebook posts, tweets, and/or comments be in good taste and free of inappropriate language and/or any content that promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability, sexual orientation, or age. If your opinions, findings or experiences mentioned in the content change, you are responsible for updating the content or, if that’s not possible, for promptly informing Company of such change.
4. In an effort to accurately relay brand names, product attributes and program information, please refer to Company-provided materials, if available, when developing content pertaining to Company or Company’s products. Most importantly, Influencer should only make factual statements about Company or Company’s product’s characteristics or quality which Influencer knows for certain are true and can be verified. For example, Influencer should not make statements about the performance of a product unless Influencer has support for such claims from Company.
5. Do not impersonate another person or pretend you are someone else when posting content. You should identify yourself in all of your posts.
6. Influencer must respect others’ intellectual property rights and should never post or share any content that violates or infringes the intellectual property rights of any third party. Intellectual property rights typically include copyright, trademark, and trade secret rights, as well as the right to use someone’s name, likeness or voice. Examples include photographs, videos, music, trademarks/logos, personal names/likenesses (including celebrities’ names/likenesses), and writings. Content must be your own original work, created solely by you. If Influencer is unsure about a work, particularly in instances where a work includes a third-party’s trademark/logo, or music, film or television clips, or a celebrity’s name, photo or image, Influencer should check with Company before using the work. A good rule of thumb is, if in doubt, do not post it.

7. If any persons appear or are referred to in the content, you are solely responsible for obtaining from such persons, prior to posting or making content publicly available, a signed release, which gives you and the Company the right to exhibit and use the content, including, but not limited to, the right to make screenshots, animations and video clips available to the public for advertising, promotional and publicity purposes. If any persons appearing in any content is under the age of majority in their state, country or province of residence, the signature of a parent or legal guardian is required on each release.
8. Content must not contain any personally identifiable information (such as license plate numbers, personal names, e-mail addresses, or street addresses) of any person other than you. Should you include personally identifiable information about yourself in the content, you acknowledge and agree that such information will be disclosed publicly on your own blog site and you are solely responsible for the consequences thereof.
9. Content must not defame, misrepresent, or contain disparaging remarks about other people, companies or products.
10. Influencer should comply with all applicable laws, rules and regulations, including the Federal Trade Commission's Guides Concerning Endorsements and Testimonials, as well as the terms, conditions, guidelines and policies of any social media platform or service that Influencer uses in connection with the services provided by Influencer.