



RICHARD CORDRAY
OHIO ATTORNEY GENERAL

GUIDELINES
for
MOTOR VEHICLE
ADVERTISING



Dear Ohio Auto Dealers,

Because consumers get much of their information about motor vehicles from advertisements, they expect the information they read in the newspaper, see online, or watch on television to be accurate.

Under Ohio law, motor vehicle dealers have a duty to provide truthful information so as not to gain an unfair advantage over buyers or other sellers.

That means using easy-to-read advertisements that are straightforward so potential buyers can easily read and understand what they say. The contents of the advertisement must also be accurate. For example, "free" must really mean free, and a "specially selected" customer must actually have been specially selected.

But fairness is a two-way street, so we also want to make sure that dealers are treated fairly. This means, to the extent reasonably possible, that they should not be kept in the dark or made to guess about what are and are not acceptable advertising practices. To ensure in advance that dealers know as much as we can tell them about where we draw the lines, my office has assembled these guidelines for motor vehicle advertising. This publication was created, in part, as a response to an industry request for greater guidance in understanding the laws related to motor vehicle advertising. It explains various practices that violate Ohio's laws governing false, unfair, and deceptive advertising and offers detailed descriptions of misleading terms and techniques that could trigger an investigation by my office.

Although certain advertising techniques not described here could still be unfair or deceptive, if motor vehicle dealers make a conscious effort to adhere to the information set forth in this guide, they will be going a long way toward respecting the law, their customers, and their competitors. And that is desirable for all concerned.

Sincerely,

A handwritten signature in blue ink that reads "Richard Cordray".

Richard Cordray
Ohio Attorney General

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RED FLAGS OF UNFAIR OR DECEPTIVE ADVERTISING

Items that may trigger an investigation from the Ohio Attorney General

- Obviously deceptive or unfair advertisements, as defined later in this guide
- Consumer complaints related to advertising
- Unreadable print
- Disclaimers that contradict an advertisement's message
- Violations related to financing and payments directed at the least sophisticated consumers
- Use of the terms, or terms similar to the following:
 - "liquidate" or "liquidated"
 - "bank foreclosure" or "repossessed"
 - "specially selected" or "chosen"
 - "wholesale pricing direct to the public," "pennies on the dollar" or "sold regardless of loss of profit"
- References to the government or use of a seal — anything that could cause reasonable consumers to believe they are receiving an official document or notice
- Prize notifications, including free products or instant savings scratch-offs
- Advertisements or direct mail solicitations that include fake checks
- Minimum or specific amounts offered for trade-ins
- Reference to the manufacturer's suggested retail price (MSRP), either directly or indirectly, in a used vehicle advertisement

OHIO ATTORNEY GENERAL'S GUIDELINES FOR MOTOR VEHICLE ADVERTISING

What laws apply to a motor vehicle dealer's advertising?

Chapter 1345 of the Ohio Revised Code and Ohio Administrative Code Sections 109:4-3-02, 109:4-3-04, 109:4-3-06, 109:4-3-11, 109:4-3-12, 109:4-3-16, and 109:4-3-17 each may apply to a dealership's advertising. These rules are referenced throughout this brochure.

How do I know if my disclosures are clear and conspicuous?

Whether a disclosure is clear and conspicuous is dependent upon many factors, including, but not limited to, location, size, font, and ease with which a consumer can find and understand the language used.

How do I advertise the periodic payments for a motor vehicle purchase?

Periodic payments must be advertised as monthly or per month.

How do I advertise the periodic payment for a motor vehicle lease?

An advertisement for a lease that uses either of two triggering terms, (1) the amount of any payment or (2) a statement that no down payment or other payment is required at the beginning of the lease, triggers five other disclosures. These five disclosures must be clear and conspicuous in the advertisement and are discussed later in this brochure.

How do I advertise that there are limited quantities or limited vehicles in stock?

An advertisement must clearly state the number of vehicles available in stock at the advertised price. If the vehicle is not in stock, the advertisement must indicate that fact.

What fees must be included in the advertised price?

An advertised price must represent the actual purchase price minus registration, licensing fees, title fees, taxes, and document fees. Any other fees must be included in the advertised price.

How do I advertise a price available to everyone, compared to a price available to limited consumers?

If a discount is available to all consumers, the amount of the discount may be subtracted and the resulting price advertised. If a discount is available to a limited section of consumers, the advertised price may not subtract these amounts; however, the advertisement may indicate the availability of the additional discount as long as all material terms are clearly and conspicuously disclosed in the advertisement. The two prices, that available to all consumers and that available to limited consumers, must be equally clear and conspicuous (the same font, color, size, etc.).

How do I advertise the pay-off on a trade-in?

A dealer may not offer a specific price or guaranteed minimum for a trade-in unless the prices of the vehicles offered for sale are in the dealer's normal range and any limitations on the pay-off are clearly and conspicuously disclosed.

How do I advertise that a buyer can get guaranteed credit?

A dealer may not guarantee credit unless the advertisement includes a summary of all of the material terms and conditions required to get the guaranteed credit.

How do I advertise a price comparison on a new motor vehicle?

Dealers may not compare the price of new vehicles to "cost," "dealer's cost," or similar words because these terms have no fixed meanings. However, dealers may compare the price of a new motor vehicle to the invoice price as long as all specifications in the rule are followed.

How do I advertise a price comparison on a used motor vehicle?

Dealers may not compare the price of a used vehicle to the Manufacturer's Suggested Retail Price (MSRP), list price, or sticker price.

How do I disclose the prior use of a motor vehicle?

A used motor vehicle must be disclosed by using the words "used," "pre-owned," or "previously owned," if the used vehicle is from the previous or current model year. Advertisements for used cars must be clearly distinguishable from advertisements for new cars. Additional disclosures are required for motor vehicles that were previously demonstrator vehicles.

How do I advertise a “buy one, get one free” deal?

The term “free” only may be used if the cost of the free good or service is not passed on to the consumer by raising the base price of the good that must be purchased.

How do I advertise prizes to encourage consumers to come to my dealership?

Prize advertisements must comply with O.A.C. 109:4-3-06. It is unfair or deceptive for a dealer to notify a prospective consumer that the consumer won a prize if that is not the case. All terms related to the prize must be clearly and conspicuously disclosed and a consumer may not be required to pay any fee to receive a prize.

Does a dealership’s Web site have to comply with the advertising rules?

Yes, Web sites are considered another medium for advertising and must comply with all applicable advertising rules.

CONSUMER TRANSACTIONS

Pursuant to Ohio’s Consumer Sales Practices Act, Chapter 1345 of the Ohio Revised Code, a consumer transaction includes solicitations for the sale or lease of a motor vehicle to a consumer by a dealer, a manufacturer, or others on their behalf. Advertising associations, advertising groups, financial institutions, and others soliciting, through advertisements, the sale or lease of motor vehicles to consumers, are engaged in consumer transactions and required to comply with the Act and its Rules, Ohio Administrative Code Section 109:4-3. Specifically, O.A.C. 109:4-3-16 was written to guide the advertisement and sale of motor vehicles. Other sections, including O.A.C. 109:4-3-02, 109:4-3-04, 109:4-3-06, 109:4-3-11, 109:4-3-12, and 109:4-3-17, each may apply in specific circumstances. These rules are referenced throughout this guide. The Rules may be found at **codes.ohio.gov/oac**, or on the Attorney General’s Web site, **www.OhioAttorneyGeneral.gov/citizen/consumer/laws.asp**.

ADVERTISEMENTS

These advertising guidelines apply to any written, visual or oral communication to a consumer by any personal representation, newspaper advertisement, magazine advertisement, circular, billboard advertisement, direct mailing, sign, radio or television advertisement, telephone solicitation, Internet, e-mail, electronic, or other form of communication.

They identify or represent the features or price of any automobile offered for sale or the terms relating to the offer of sale, including credit or lease terms.

The following subsections discuss appropriate advertising methods, as well as practices considered to be unfair or deceptive by the Attorney General. The practices covered are not intended to constitute an exhaustive list of all practices that could be unfair or deceptive.

Example 1:

A dealership's phone message played to customers who are on hold may be an advertisement if it provides information on current specials or offers the dealership is running.

Example 2:

A salesperson's representation at the point of sale is an advertisement.

Example 3:

E-mails are considered direct mail solicitations.

ADVERTISEMENT FORMAT

Print Size

The use of any print in a type size or style that is not readily noticeable is deceptive. Ten-point type in newspaper advertisements, direct mail solicitations, or any other written advertisement is presumed readily noticeable.

Photographs and Illustrations

The use of inaccurate photographs or illustrations when advertising specific automobiles is deceptive.

Example 1:

Depicting a fully-loaded new motor vehicle in an advertisement for a minimally-equipped new motor vehicle would be deceptive without clear and conspicuous disclosures that the price is for the base model and the photo includes additional options. It is unfair and deceptive to use a photo of a used motor vehicle that does not accurately display the specific options available on that vehicle.

Example 2:

The use of a vehicle picture without further explaining that the pictured vehicle is not actually available for sale, or that only one of the vehicles pictured is available at that price is deceptive.

Example 3:

A layout that creates a false impression regarding which vehicles are offered for sale at which prices is deceptive. See O.A.C. 109:4-3-16(B) (3).

Abbreviations

The use of any unexplained abbreviation or jargon that is confusing, misleading, or not readily understood by the general public is deceptive.

Example 1:

The use of "CCR" or "factor" without further explaining that those abbreviations refer to "capitalized cost reduction," a substantial payment in most lease transactions, is deceptive.

Example 2:

The use of “WAC” without further explaining that it refers to “with approved credit” is deceptive.

TARGETING SPECIFIC CONSUMERS

The use of the terms “specially selected,” “valued customer” or terms of similar import is deceptive if, in fact, the consumer has not been specifically targeted with the advertisement.

Example 1:

The use of the term “specially selected” when the direct mail ad is addressed to a specific consumer or “current resident” is deceptive because not only the specific consumer has the opportunity to take advantage of the deal.

Example 2:

The use of the term “valued customer,” “preferred customer,” and other similar language is deceptive when the advertisement is placed in a widely circulated newspaper and any newspaper purchaser can take advantage of the deal.



The use of the words “specially selected,” “valued customer” or similar terms is deceptive if the consumer has not been specifically targeted with the advertisement.

“CLEAR AND CONSPICUOUS” DISCLOSURE OF MATERIAL TERMS

Anything that materially affects a consumer’s ability to obtain an advertised vehicle on the terms advertised must be clearly and conspicuously disclosed.

The “clear and conspicuous” requirement applies to both the way in which the advertisement is conveyed and the context of the advertisement. Disclosures in advertisements should be reviewed to determine:

- Whether the disclosed statement, representation, or term is in close proximity to the information it clarifies, modifies, explains, or relates to.
- Whether the disclosure is readily noticeable.
- Whether the message being conveyed is reasonably understandable by the public.
- Whether the disclosure contradicts or substantially alters any terms it purports to clarify, modify, explain, or to which it otherwise relates.
- Whether the disclosure employs only abbreviations commonly understood by the public or approved by federal or state laws.

In online advertising, disclosures are evaluated by:

- The placement and proximity of the disclosure. For example, disclosures placed on the same screen as the triggering claim.
- The prominence of the disclosure.
- Whether other parts of the Web site distract from the disclosure. Evaluate the size, color, and graphic treatment as related to the rest of the Web site.

Example 1:

A lease advertisement stating that a vehicle can be obtained for “lower monthly payments” without disclosing that the consumer will be required to make a large balloon payment as the last payment, a material term of the offer, is unfair and deceptive.

Example 2:

The use of microscopic type, a color that does not stand out from its background, or an extremely thin type style that appears in reverse on a screened background, wherever located in advertisement copy, makes a disclosure not “readily noticeable” and therefore deceptive.

Example 3:

The use of a disclosure, even when using type of sufficient size to be easily legible, is deceptive if the disclosure is separated from the term to which it relates by other text or graphics since, due to the layout, the disclosure will not be “conspicuous.” This includes disclosures that are at the bottom of a page when the advertisement is at the top of the page, or disclosures on the reverse side from the advertisement.

Example 4:

The use of different voices and music during the disclosures, such that the disclosures appear to be part of an entirely separate advertisement, is deceptive.

Example 5:

The speed or timing of disclosures in TV and radio ads which are too fast or too small to be read or understood by the average consumer is deceptive.

Example 6:

Disclosures on internet ads which are not directly linked to the web page where the vehicle is priced or offered for sale is unfair and deceptive.

REMEMBER THAT IT IS DECEPTIVE TO:

Use one or more footnotes or asterisks in which disclaimers or disclosures, alone or in combination, confuse, contradict, materially modify, or unreasonably limit a principal message of an advertisement.

FALSE AND MISLEADING ADVERTISING PRACTICES

False or Erroneous Impression

The use of any statement, type, size, style, location, sound, lighting, color, layout, headline, or illustration in an advertisement that could create a false impression as to any material aspect of a vehicle offered for sale or the prices or terms applicable to vehicles offered for sale is unfair and deceptive.

Example 1:

A headline across an advertisement featuring 10 vehicles stating “percent off Manufacturer’s Suggested Retail Price” when only two of the 10 featured vehicles are available for purchase at that price is unfair and deceptive.

Example 2:

A layout combining a purchase price and a monthly lease payment may lead a consumer to believe that the monthly payment is for the purchase, not the lease, of the vehicle. The practice of combining lease advertisements with offers to purchase vehicles has the potential to create confusion, and therefore appropriate disclosures should be made if such advertising is used.

REMEMBER THIS:

The use of the footnote to disclose material terms and conditions related to a monthly payment for a lease is deceptive if the other material terms of the lease are not clearly and conspicuously disclosed in close proximity to the monthly payment.

Dealer Size References

Falsely representing or implying that a dealer can and does sell vehicles at lower prices than other dealers do as a result of its size, inventory, or sales volume is unfair and deceptive. See O.A.C. 109:4-3-16(B)(2).

“Factory Outlet” or Similar Terms

The use of the terms “factory outlet,” “authorized distribution center,” “factory authorized sale,” “special purchase,” or similar terms to imply that the dealer has a special affiliation, connection, or relationship with the manufacturer that is greater or more direct than that of any other dealer, when in fact no such special affiliation, connection, or relationship exists, is unfair and deceptive. See O.A.C. 109:4-3-16(B)(2).

“Liquidation Sale” and Similar Terms

The use of the terms “liquidation sale,” “public notice,” “close out sale,” “public sale,” “lost our lease sale,” or similar terms used to induce a belief that upon disposal of the stock of goods on hand the business will cease and be discontinued at the premises where the sale is conducted, unless such is the case, is unfair and deceptive. A distress sale must not extend for greater than an initial 45 days without the motor vehicle dealer disclosing the extension on advertisements. The total length of the sale must not exceed 90 days. See O.A.C. 109:4-3-16 and 109:4-3-17.

“Repossessed” or Similar Terms

The use of the terms “repossession sale,” “seized vehicles” or similar terms used to induce a belief that the vehicles were obtained in a specific manner and therefore will be sold at lower prices, unless such is the case, is unfair and deceptive. See O.A.C. 109:4-3-16.

“Free” Advertising

Generally, “free” or similar terms may be used only if the cost of the free good or service is not passed on to the consumer by raising the regular (base) price of the goods or services that must be purchased in connection with the free offer. Similar terms include: “without limitation,” “50% off with purchase of car,” “gift,” “without charge,” and “bonus.” See O.A.C. 109:4-3-04.

Negotiated Transactions

Advertisements for goods or services that are usually sold pursuant to individually negotiated transactions (like most motor vehicle sales) must meet the following requirements if advertisements contain a “free” offer:

- The motor vehicle dealer must be able to establish a mean average price for the vehicle immediately prior to the “free” offer.
- The mean average price for the vehicle during the “free” offer must not exceed the mean average price immediately prior to the offer.
- The vehicle must be fungible.
- All terms, conditions, and obligations upon which the receipt of the “free” item is contingent must be clearly and conspicuously disclosed at the outset of the offer. Disclosure of the conditions of the offer in a footnote referenced by an asterisk or another symbol does not constitute making the disclosure at the outset of the offer.
- Any conditions must appear in close proximity to the “free” offer.

VEHICLE AND PRICE AVAILABILITY

Vehicle Availability

It is unfair and deceptive for a dealer to offer a vehicle at a specific price or terms and subsequently fail to make that vehicle available for sale. See O.A.C. 109:4-3-16(B)(5).

Advertising of Vehicle Not in Stock

If an advertised vehicle is not in stock, the advertisement must specify that the vehicle is not in stock and must be ordered. See O.A.C. 109:4-3-16(B)(4) and (B)(7).

Example:

A dealer may not solicit a consumer in an advertisement for a specific vehicle and then refuse to show the consumer the advertised vehicle, when in fact, that vehicle is for sale.

Disclosure of Limited Number of Vehicles Available at an Advertised Price

If the number of vehicles available at the advertised price is not likely to meet reasonably anticipated demand, the advertisement must include a statement indicating the number of vehicles in stock at the advertised selling price. All advertised prices must apply to all model vehicles as described in the advertisement for the same period of time, unless the advertisement clearly and conspicuously discloses the limitations. The failure to disclose that a limited number of vehicles are available at a particular price is a deceptive advertising practice. See O.A.C. 109:4-3-16(B)(8) and (C)(1).

Example 1:

Disclosures that properly convey quantity limitations include: “Only one at this price” and “Five cars at this price, 15 others in stock.”

Example 2:

It is unfair and deceptive to use only a stock number to indicate that a limited number of vehicles are available at an advertised price.



Failure to disclose that a limited number of vehicles are available at a particular price by using only stock numbers is a deceptive advertising practice.

Disclosure of Beginning and Ending Dates

Generally, the beginning and ending dates for a sale or an offer for the sale of a motor vehicle must be disclosed. If the specific number of vehicles for sale at a particular price is disclosed, only the beginning date must be stated and the ending date may be disclosed by use of the phrase “while supply lasts.” Unless a limited number of vehicles at a particular price are available for sale, the beginning date need not be disclosed if the sale or offer begins on the same date that the advertisement is run. An advertisement that fails to disclose the duration of a timed or limited offer, including manufacturer’s rebates, sales, or special promotions, is unfair and deceptive. See O.A.C. 109:4-3-16(B)(26).

Example 1:

Disclosures that convey time duration limitations include:
“Advertised prices good during March 15-20” and “Prices in effect today only.”

Example 2:

It is unfair and deceptive for a dealer to disparage the advertised vehicle and try to sell the consumer another vehicle.

“No Money Down” or “\$0 Down”

The use of these or similar phrases is deceptive when a dealer fails to clearly and conspicuously disclose that any charges, such as tax, title, and fees, must be paid by the consumer to the dealer at the time the contract is signed.

PRICE ADVERTISING

“Lowest Price” Representations

The use of the terms “lowest prices,” “guaranteed lowest prices,” “prices lower than anyone else’s,” or similar terms is unfair and deceptive unless such claims can be substantiated.

“As Low As”

The use of the terms “as low as” or “up to x% off” is unfair and deceptive unless the advertisement indicates how many vehicles are being sold at those prices or the dealership has adequate number of vehicles to meet the anticipated demand.

Price Comparisons to “Cost,” “Dealer’s Cost,” “Actual Cost,” or Similar Terms

Comparing the offering price to the “dealer’s cost,” “actual cost,” “cost,” or terms of similar import, is inherently deceptive and misleading because these terms do not have a fixed, uniform meaning because of the difficulty in determining the dealer’s net cost at the time of sale. It is also deceptive because dealers ascribe different meanings to the phrase “dealer cost” and terms of similar import. See O.A.C. 109:4-3-16(B)(12).

REMEMBER THIS:

If a dealership uses the term “as low as” in an advertisement, the advertisement must indicate how many vehicles are available at that price.

Invoice Pricing

Comparing the price for a new motor vehicle to the vehicle’s “invoice” price is permissible because the “invoice” price, with additional disclosures, provides a potentially valuable reference point for consumers making price comparisons. Specifically, “invoice” refers to a document provided to the dealer by the manufacturer.

To many consumers, “factory invoice” and “invoice” may mean the actual amount paid by a dealer to obtain an advertised new vehicle. However, because of holdbacks and other manufacturer-to-dealer incentives, a new vehicle’s “invoice” price may not reflect the dealer’s actual cost for the vehicle. Those who elect to engage in “invoice” price advertising must do so in a manner that is not unfair, deceptive, or misleading to the public.

All motor vehicle “invoice” advertisements in Ohio must clearly and conspicuously disclose the following: “Factory invoice may not reflect the dealer’s actual cost.”

Advertisements that reference invoice pricing must do so by using the terms that clearly convey that the invoice referred to is the factory or manufacturer's invoice. All references to factory or manufacturer's invoice must be to the final price listed on such invoices. If a dealer engages in vehicle "invoice" advertising, the original or a copy of the invoice must be readily available at the dealer's place of business for inspection by prospective customers. See O.A.C. 109:4-3-16(B)(12).

Vehicles offered for sale must be available for purchase at the advertised prices. Therefore, it is not permissible to advertise an "invoice" price and include a disclaimer, such as "Plus dealer installed options." If the dealership has a class of vehicles in stock, some with dealer installed options and some without, the advertisement must disclose that the number of vehicles advertised at a price below, at, or over factory invoice is limited, unless the dealership has an adequate number of vehicles of each class available to meet expected demand. If the dealer has already installed options on the vehicles being advertised, the price of the options must be included in the advertised price of the vehicle. See O.A.C. 109:4-3-16(B)(10).

Example:

A dealer plans to offer a vehicle at \$100 under factory invoice. However, pinstripes have already been applied to the vehicle by the dealership and the dealer intends to charge an additional \$200 for it. The advertisement must reflect a price of "\$100 over" rather than "\$100 under" factory invoice.

Use of "MSRP," "List," "Sticker," or Similar Terms

The terms "MSRP," "list," "sticker," or similar terms may only be used to refer to the Manufacturer's Suggested Retail Price (MSRP) for a new motor vehicle. See O.A.C. 109:4-3-16(B)(9) and (B)(10).

Example:

An advertised price for a used vehicle may not be compared to the MSRP or new vehicle invoice price for that vehicle.

A manufacturer provides a Monroney sticker showing the base price of a vehicle and additional charges for various options. The option charges and the base price are subtotaled on the Monroney sticker

to yield the “high sticker” price. Farther down on the sticker, various “option package discounts” or other promotional “discounts,” may be deducted from the “high sticker” in order to arrive at the “low sticker” price. The low sticker price is the MSRP for the vehicle and is the only price that may be compared to the dealer’s offering price. Use of the “high sticker” price as the MSRP in an attempt to show larger savings is deceptive, since the adjusted “low sticker” price was predetermined by the manufacturer at the time of production and the vehicle, as equipped, was not intended to be offered at the “high sticker” price. References to “savings” from the “high sticker” price are illusory and deceptive.

Conversion Van Advertisements

It is deceptive to advertise a price for a conversion van without separately stating the “list” price or MSRP for the vehicle, the price of the conversion van package, and the discounts or deductions being applied to each of those prices to arrive at the advertised price for the van unless a Monroney sticker is supplied by a licensed second stage manufacturer or remanufacturer. See O.A.C. 109:4-3-16(B)(31).

Notice of Advertised Price

Consumers must be notified at the point of sale of the currently advertised price for a motor vehicle. It is deceptive to sell a motor vehicle for more than the advertised price, if such price has not been communicated to the purchaser. See O.A.C. 109:4-3-16(B)(34).

Disclosure of Major Options

An advertisement is deceptive if it does not disclose the major options that are included in the advertised price. See O.A.C. 109:4-3-16(B)(3).

Rebates, Discounts, or Price Reductions of Limited Availability

If a rebate, discount, or price reduction is not available to all consumers, the amount may not be subtracted to arrive at an advertised price. The availability of such a rebate or discount may be separately stated if all material conditions or requirements that must be satisfied for a consumer to obtain the rebate, discount, or price reduction are clearly and conspicuously disclosed in close proximity to the amount of the rebate, discount, or price reduction in

easily noticeable print. A “rebate” is incentive money offered from a manufacturer to a consumer as an inducement to purchase a particular model of vehicle. A “discount” is a reduction in price offered by a dealer. The terms may not be interchanged; the practice of calling a “dealer discount” a “rebate” is deceptive.

Example 1:

It is deceptive for an advertisement to show a purchase price that includes rebates that are not available to all consumers, such as the First Time Buyer and the College Graduate rebates. It is permissible for an advertised price to include a factory rebate available to all consumers if it is disclosed in the advertisement. The general availability of limited rebates may be advertised if all the requirements for obtaining them are disclosed.

Example 2:

It is deceptive for an advertisement to show a purchase price that includes cash paid or the value of a trade-in vehicle in the purchase price calculation, thereby stating a deceptively low purchase price, which represents an illusory savings.

Example 3:

If an advertisement includes a price available to all and a price available to a limited number of consumers, the two prices must be equal in size and equally clear and conspicuous. All requirements necessary to obtain the limited availability price must be clearly and conspicuously included in the advertisement.

Advertised Price Including Reduction for Rebate Available to All Consumers

It is an unfair and deceptive practice to advertise a price for a vehicle that includes a deduction for a rebate available to all consumers without clearly and conspicuously disclosing the fact that it is a rebate and the amount of the rebate in close proximity to the price. See O.A.C. 109:4-3-16(B)(21).

Advertising Any Price Other Than the Purchase Price Exclusive of Governmental and Documentary Fees

The use, by a dealer, of any price figure in an advertisement that does not represent the actual purchase price of the advertised automobile

exclusive of registration, licensing fees, title fees, taxes, and a permissible documentary service charge, is unfair and deceptive. See O.A.C. 109:4-3-16(B)(21).

Example:

The advertised price for a vehicle may not be a price after the payment of a down payment such as: “Yours for \$10,000 with \$2,000 down payment.” The advertisement for this vehicle may only refer to \$12,000 as the purchase price.

Disclosure of Dealer or Other Contribution to Rebate or Similar Program and Effect on Consumer Costs

It is unfair and deceptive to advertise a rebate or similar program without disclosing that a dealer has paid a portion of the rebate or given up something of value in order to participate in the program, if that is the case. A proper disclosure includes: “Dealer contribution may affect consumer cost.” See O.A.C. 109:4-3-16(B)(27) and (C)(5).

Example:

If a dealer has paid a fee or has agreed to forgo the ability to negotiate for a higher dealer reserve to obtain an advertised financing rate, the advertisement must state that “Dealer contribution may affect consumer cost.”

Advertising a Specific Trade-In Price or Minimum Allowance

It is deceptive to advertise or offer a specific price or a guaranteed minimum allowance that a dealer will pay for any trade-in vehicle unless the price of vehicles offered for sale by that dealer is within the dealer’s usual range of prices for those vehicles. The dealer shall not increase the price of the purchased vehicle because of the amount offered for the trade-in. The advertised price/allowance must be paid for all vehicles unless any limitations are clearly and conspicuously disclosed. See O.A.C. 109:4-3-16(B)(17) and (B)(23).

REMEMBER THAT IT IS DECEPTIVE TO:

Advertise the price to be paid for a trade-in as a range of prices, such as “up to \$2,000” or “as much as \$2,000.”



Payments cannot be anything other than monthly whether disclosed in a footnote or in the body of the ad.

ADVERTISEMENT OF USED RENTAL AND DEMONSTRATOR VEHICLES

Disclosing That a Vehicle is Used

If a current or previous model year vehicle is used, that fact must be disclosed by use of the word “used.” The terms “previously owned” or “pre-owned” have the same meaning as “used” and may be substituted. See O.A.C. 109:4-3-16(B)(13).

Disclosing That a Vehicle Was Used as a Demonstrator Vehicle

An advertisement for a vehicle that has been used as a demonstrator vehicle and has been driven less than 6,000 miles must clearly and conspicuously disclose that material fact. A vehicle that has been used as a demonstrator vehicle and has been driven less than 6,000 miles should be sold as a new demonstrator vehicle. The retail Buyer’s Order or Lease Agreement will reflect it as a new vehicle since it has never been titled to an ultimate purchaser, but should also include a disclosure similar to the following: “This vehicle has been used for demonstration purposes, but is considered used pursuant to the FTC Used Car Rule.” When displayed for sale, such a vehicle should have affixed both the Monroney sticker and a Used Car Buyers Guide, as required by the FTC Used Car Rule. A vehicle that has been used as a demonstrator vehicle and has been driven less than 6,000 miles must be disclosed to the consumer as a demonstrator at the time of sale. See O.A.C. 109:4-3-16(A)(8) and 109:4-3-16(B)(15). A vehicle that was formerly used as a demonstrator, factory official vehicle, or rental vehicle must be disclosed when known by the dealer. O.A.C. 109:4-3-16(B)(15).

Certified

Use of the term “certified” in connection with the sale or lease of used motor vehicles is deceptive, unless the manufacturer has an established inspection program for pre-owned vehicles backed by the manufacturer’s warranty and the vehicle to which such term is applied has passed such an inspection according to the manufacturer’s standards. When engaging in certified advertising, the dealer must be able to substantiate their certification standards and procedures and demonstrate how these provide a greater benefit than another used motor vehicle.

GENERAL REQUIREMENTS FOR CREDIT AND LEASE ADVERTISING

Automobile advertisements must comply with the disclosure requirements contained in the Federal Truth in Lending Act, 15 United States Code Sections 1601 et seq.; Regulation Z, 12 Code of Federal Regulations (“C.F.R.”) Part 226; Regulation M, 12 C.F.R. Part 213; and Ohio’s Consumer Sales Practices Act, Chapter 1345 of the Ohio Revised Code, and its Substantive Rules, Chapter 109:4-3 of the Ohio Administrative Code.

Promises of Credit

“Financing for all,” “no credit rejected,” “we finance everyone,” “bad credit, no problem,” “credit problems, we can help” or words that imply that credit is available to all applicants may not be used unless a summary of all the material terms and conditions relating to a consumer’s ability to obtain credit are disclosed. This requires disclosure of trade-in amounts, down payment amounts, and credit terms such as higher annual percentage rates required in order to obtain credit.

Example 1:

Advertising that all credit applications are accepted and disclosing in a footnote that not all credit applications are approved is deceptive.

Example 2:

If a dealer’s advertisements imply that no prospective credit purchaser will be rejected because of his or her inability to qualify

for credit, then the dealer must provide credit to a purchaser who requests it. If, as a result of extending credit in these circumstances, the dealer will increase the price of the vehicle, then the advertisement and sale documents must comply with the federal Truth in Lending Act and include appropriate disclosures.

Qualified Buyer or Qualified Lessee Restrictions

If credit terms or particular prices are limited to “qualified buyers,” “qualified lessees,” or “subject to approved credit,” by the use of those terms or similar terms, then the advertisement must clearly and conspicuously state all applicable “qualifications.” See O.A.C. 109:4-3-16(B)(1) and 109:4-3-02.

Disclosure of Limited Availability of Financial Rates and Cost to Consumer

When advertising a financing rate, the fact that a rate is limited to particular models or model year vehicles or is available only during a particular period of time must be clearly and conspicuously disclosed. If a consumer must incur any additional expense, such as purchase additional options or services, or pay a higher price for the vehicle, options or services purchased, to obtain the advertised financing rate, then that restriction and the amount of the additional expense must be clearly and conspicuously disclosed. Such disclosure also must be made for any other condition, qualification, or limitation that affects the availability of such rate.

Example:

“0% financing on select vehicles” is deceptive when the advertisement does not specify which vehicles are subject to 0% financing and what credit conditions apply, along with other expenses the consumer must incur.

Financing Rate Buydowns

“Buying-down” a finance rate occurs when the dealer makes an advance payment to a third party, or agrees to forgo the ability to negotiate for a higher interest rate and consequently a higher dealer reserve, in order to obtain a lower finance rate. In some cases, the cost of “buying-down” the finance rate may be passed on to the consumer by increasing the selling price of the vehicle. That is, the below-market credit consumers pay a higher price than cash-tendering or market-rate credit consumers. Failure to disclose the difference between the

“cash” and “credit” price, which is a hidden finance charge and which must be included in the APR calculation, violates the Truth in Lending Act and is unfair, misleading, and deceptive.

“No Money Down”

Use of the terms “no money down” or “low monthly payments” when credit terms are conditioned on an undisclosed trade-in allowance or a higher APR is deceptive.

Monthly Payments

The use or statement of an installation payment on any basis other than a monthly basis is unfair and deceptive. O.A.C. 109:4-3-16(D)(1) and 109:4-3-16(D)(2).

Example:

Payments cannot be anything other than monthly whether disclosed in a footnote or in the body of the ad.

Terms

It is deceptive to advertise a sale at terms that are not actually available.

Write Your Own Deal

Advertising that creates the false impression that the purchaser will determine the terms, price or conditions of a sale, such as “write your own deal,” “name your own price,” “name your own monthly payments,” “appraise your own car” or statements with similar meaning are untrue and thus unfair and deceptive.

CREDIT ADVERTISING

Advertisements offering credit for the purchase of an automobile is an offer for “closed-end credit.” Offering to sell a vehicle with an open end credit account violates the Truth in Lending Act, if there is no expectation of repeated extensions of credit. In a typical “closed-end credit” transaction, credit is advanced for a specific time period and the amount financed, the finance charge, and the schedule of payments are agreed upon by the lender and the consumer. The required disclosures must be displayed in the advertisement clearly

and conspicuously, and in close proximity to the offer of credit for the sale of an automobile. No advertisement may state that a specific amount of credit, a specific installment payment, or a specific down payment can be arranged unless a creditor can, in fact, make those arrangements for consumers with approved credit. The Federal Truth in Lending Act and Regulation Z require advertisements promoting closed-end credit containing any of four triggering terms to also contain three specific disclosures.

Triggering Terms

(1) The amount or percentage required as a down payment.

Examples:

"10% down payment."

"\$200 down."

"85% financing."

(2) The amount of any payment expressed either as a percentage or as a dollar amount.

Examples:

"\$199 per month."

"Monthly payments less than \$150."

"Pay 5% per month."

(3) The number of payments or period of repayment.

Examples:

"48 monthly payments."

"36 months to pay."

"Six-year loans available."

"Take up to 72 months to pay."

(4) The amount of any finance charge.

Examples:

"Less than \$400 in interest."

"Financing costs of less than \$400."

"\$400 financing."

Disclosures

If any of the triggering terms are used in a closed-end credit advertisement, the following three disclosures also must be clearly and conspicuously included in that advertisement:

- The amount or percent of the down payment.
- The terms of repayment.
- The “annual percentage rate,” using that term spelled out in full or the abbreviation “APR.” If the APR may be increased after consummation of the credit transaction, that fact must be disclosed. A simple annual rate or periodic rate that is applied to an unpaid balance may be stated in conjunction with, but not more conspicuously than, the APR.

CONSUMER LEASE ADVERTISING

The Federal Truth in Lending Act and its regulations also cover consumer leases because they represent an alternative to buying on credit. Unless certain information is provided, a consumer might easily confuse leasing with purchasing on credit. If an advertisement promoting a consumer lease contains either of two triggering terms, then five specific disclosures also must be clearly and conspicuously included in the advertisement.

Triggering Terms

(1) The amount of any payment.

Example:

“\$199 per month.”

(2) A statement that any or no down payment or other payment is required at the beginning of the lease.

Examples:

“No down payment required.”

“Lease now and make no payments for three months.”

“Leave your pocketbook behind and return home in your easy-to-lease automobile.”

“\$499 due at lease inception.”

Required Disclosures

If a triggering term is used in a consumer lease advertisement, then the following five disclosures also must be clearly and conspicuously included in that advertisement:

- A statement that the transaction advertised is a lease.
- The total amount of any payment (such as a security deposit, capitalized cost reduction, or lease acquisition fee) required at the beginning of the lease, or a statement that no such payment is required.
- The number, amounts, due dates, or periods of scheduled payments.
- The fact that a lease is open-ended. Regulation M assumes all other advertised lease transactions are close-ended.
- A statement of the amount (or the method of determining the amount) of any liabilities the lease imposes upon a lessee at the end of the term, including, if applicable, a statement that the lessee shall be liable for: (A) an excessive mileage charge including the rate and the mileage above which that charge must be paid; (B) a disposal fee and the amount of the fee; and (C) the lessee's liability for the difference between the estimated value of the leased property and its realized value at the end of the lease term.

Disclosure Format

The required disclosures must be set forth in a format that complies with O.A.C. 109:4-3-16(D)(2), which requires advertisements featuring a monthly lease payment to clearly and conspicuously disclose the following: (1) the fact that the transaction is a lease; (2) the amount of any down payment; and (3) the number of payments.

To reconcile Ohio law with Regulation M, the Attorney General's Office will interpret the requirement, as stated in O.A.C. 109:4-3-16(D)(2) to disclose "down payment" as being satisfied by disclosure of the "total amount due at lease inception." In order to meet this exception, disclosure of the "total amount due at lease inception" must follow the same format requirements for disclosure of the "down payment."

Disclosure that the Offer is for a Lease

It must be clearly evident from the advertisement that the vehicle is being offered for lease, not for purchase. It is recommended that the disclosure that the advertisement is for a lease be made beside the advertised vehicle's picture or the monthly payment.

Example:

The use of language implying a purchase transaction, such as "Drive For" or "Yours For," in reference to a monthly lease payment or the sum of the lease payments for a vehicle available for lease is deceptive, unless the offer is clearly disclosed to be a lease.

Accurate Disclosure of Costs Associated with the Lease

All costs for the consumer to obtain the vehicle at the advertised price must be clearly and accurately disclosed. If the lease payments are to be other than monthly payments, disclose that fact and make sure the advertisement does not give the impression that the payments are to be made on a monthly basis when they are not. Do not hide balloon payments, amounts due at the inception of the lease, excess mileage charges and/or terms or conditions of the lease that are not standard within the industry in small print.

ADVERTISING PRIZES

To generate further business, motor vehicle dealers often advertise prizes in conjunction with their dealership sales. In advertising prizes, dealers must comply with Ohio Administrative Code 109:4-3-06, and Chapter 2915 of the Ohio Revised Code.

It is unfair and deceptive for a dealer to notify a consumer or prospective consumer that the consumer has won a prize or will receive a thing of value if such is not the case.

Conditions

It is unfair and deceptive for a dealer to notify a consumer or prospective consumer that the consumer has won a prize or thing of value without disclosing clearly and conspicuously all material terms and conditions necessary to win the prize, including but not limited to the market value of all prizes, the number of each prize that will be given at each location, the odds of winning each prize, how a list of

winners may be obtained, what personal information must be given in order to be considered for a prize and if the supplier intends to share or sell that personal information and how the consumer can opt out of sharing their personal identification information.

Obligations of Consumer

It is deceptive for a dealer to notify a consumer or prospective consumer that the consumer has been selected or is eligible to win a prize or thing of value if the receipt of the prize is conditioned on the consumer listening to or attending a promotional effort unless the requirement is clearly and conspicuously disclosed. The dealer also must disclose the market value of the prize and that the prize could not benefit the consumer without the consumer's expense.

Example:

It is deceptive for a dealer to advertise that a consumer has won a vacation package if the dealer knows, and does not disclose, that the receipt of the vacation package is conditioned on the consumer listening to a sales presentation while at the vacation destination.

Fees

It is deceptive to notify a consumer or prospective consumer that the consumer has won a prize or thing of value if the receipt of the prize is conditioned on the payment of a fee, including service charge, handling charge, mailing charge, or similar charge. Charging a fee for the chance to win a prize may constitute illegal gambling, in violation of R.C. 2915.02.



You are specially selected as a
GUARANTEED WINNER of 2 of 5 prizes!*
A Used 2009 car!
\$1,000 shopping spree! - DVD player -
3-day/2-night vacation - \$50 cash
\$2,500 GUARANTEED TRADE-IN!
Managers and staff will be flown in to assist in

All terms related to a prize must be clearly and conspicuously disclosed. A foot-note disclosure of the chance of winning is not clear and conspicuous.

Simulated Checks

It is deceptive to use a simulated check in an advertisement for the sale or lease of a vehicle. A “simulated check” means any document that is not currency or a check, draft, note, bond, or other negotiable instrument but that, because of its appearance, has the tendency to mislead or deceive any person viewing it into believing that it is, in fact, some kind of currency.



Using checks in advertisements is deceptive because they have the tendency to mislead or deceive persons viewing them into believing it is some kind of currency.

INTERNET/ONLINE ADVERTISING

A company's Web site content is an advertisement.

Internet/Online Advertising

Advertisements on Web sites, through e-mail, or in other electronic forms are subject to the same advertising rules that apply in other media.

“Clear and Conspicuous” Disclosures on the Internet

Motor vehicle dealers should consider the placement of the disclosure in a Web site, its proximity to the relevant claim, the prominence of the disclosure, whether items in other parts of the Web site distract from the disclosure, whether the disclosure is so lengthy that it needs to be repeated, and whether the language of the disclosure is understandable. Information significant to the advertised offer should

not be buried at the end of a long Web page that requires consumers to scroll past unrelated information.

To make Internet disclosures clear and conspicuous, a motor vehicle dealer should:

- Place disclosures near to, and if possible, on the same screen as the triggering claim or term.
- Use necessary triggers to encourage consumers to scroll down to read any disclosures that are not on the same screen.
- Make hyperlinks obvious and consistent and label them to convey the importance and nature of the information they lead to. Try to use hyperlinks for disclosures as rarely as possible. If a hyperlink is necessary, it should lead directly to the disclosed information and not require scrolling or further hyperlinks.
- Prominently display disclosures so they are noticeable to consumers and adjust the size, color, and graphic treatment so that the disclosures stand out against other parts of the Web site.
- Repeat disclosures as needed.

Example 1:

Banner advertisements on the top of other Web pages are advertisements that must clearly and conspicuously disclose any material conditions or information.

Example 2:

E-mail advertisements must have all disclosures within the e-mail and not require a consumer to hyperlink to the disclosures.

Example 3:

Pop-up windows should not be used to display material disclosures.

Example 4:

Vague labels like “Terms and Conditions” or “Further Information” are not enough to direct consumers to important disclosures.

A disclosure only qualifies or limits a claim to avoid a misleading impression; it CANNOT cure a false claim. A disclosure that contradicts a claim will not prevent the advertisement from being deceptive.

Direct Mail Solicitations on the Internet

Not all online advertisements are considered direct mail solicitations. Consumers who view Web sites or chat boards are likely to understand that the goods or services being offered are offered to everyone and they have not been specially selected to view the offer. E-mails are direct solicitations and must not falsely imply that a consumer is specially selected for an offer if that is not the case.

TELEVISION ADVERTISING

Dealers should consider the following guidelines when designing their television advertisements to ensure that they are fair and not deceptive:

- Display visual claims or disclosures on the screen for at least five continuous seconds or whatever length of time is necessary to allow a viewer to have a reasonable opportunity to read and understand the statement, representation, or term.
- Display visual claims or disclosures that contrast readily with the background.
- Display visual claims or disclosures in a type size sufficiently large to be read with reasonable ease.
- Make audio claims or disclosures consistent with the recommendations for radio advertisements that immediately follow this section.

RADIO ADVERTISING

To ensure that radio advertisements are fair and not deceptive, they should:

- Be spoken with sufficient deliberateness, clarity, and volume so as to be understood by the average radio listener, and not be obscured by sounds that interfere with or distract from the disclosures being made.
- Be at a decibel level equal to the highest decibel level used in the advertisement.
- Be at a speed equal to or slower than any other statement, representation or term contained in the advertisement.

CONGRATULATIONS!

1

You are specially selected as a
GUARANTEED WINNER of 2 of 5 prizes!*

2

A Used 2009 car!

\$1,000 shopping spree! - DVD player -
3-day/2-night vacation - \$50 cash

9

\$2,500 GUARANTEED TRADE-IN!

Managers and staff will be flown in to assist in
this HUGE inventory reduction!

3



\$84[†]

\$100[†]

4



sx 10000

8

LOW PAYMENTS

In addition to our ALREADY LOW prices, we'll take
an additional \$3,000 off any pre-owned vehicle in stock!

*Credit Problems? We can help!
All Applications accepted!!*

5

7

SPEEDY AUTO

USED CAR LIQUIDATION

3 DAYS ONLY! SEPTEMBER 5-7

HURRY! THIS DEAL WON'T LAST!

6

*1 in 100,000 wins car, 1 in 100,000 wins DVD player 1 in 100,000 wins cash

99,997/100,000 wins shopping spree, 99,997 wins vacation; taxes and shipping costs responsibility of winner.

†Payments are bi-weekly and require that buyer be qualified. ‡Acceptance does not equal approval rebate and factory rebate.

‡No cash value. Not to be redeemed in conjunction with any other offers.

SAMPLE USED CAR AD

Use the numbered-key below to learn more about deceptive auto advertising.

- 1 The use of the words “specially selected” or similar terms is deceptive if, in fact, the consumer has not been specifically targeted with the ad.
- 2 Dealerships must disclose all requirements to be fulfilled to win the prize. For instance, if the consumer is required to attend a presentation on time shares while on the vacation, the dealership must disclose this fact. The footnote disclosure of the chance of winning is not clear and conspicuous.
- 3 State licensing requirements must be followed for all automobile sales staff.
- 4 Payments cannot be anything other than monthly-whether disclosed in a footnote or in the body of the ad. This footnote is not clear and conspicuous because it is not placed close to the advertised price.
- 5 The use of terms that imply credit is available to all applicants, cannot be used unless a summary of all material terms and conditions relating to a consumer’s ability to obtain credit are disclosed. This requires disclosure of trade-in amounts, down payment amounts, and credit terms such as higher annual percentage rates required in order to obtain credit. Advertising that all credit applications are accepted and disclosing in a footnote that all credit applications are not approved is deceptive.
- 6 Anything that materially affects a consumer’s ability to obtain an advertised vehicle on the terms advertised must be clearly and conspicuously disclosed. The use of one or more footnotes or asterisks in which disclaimers or disclosures, alone or in combination, confuse, contradict, materially modify, or unreasonably limit a principal message of an advertisement, is deceptive. The use of any type size that is smaller than 10 point is not readily noticeable and is deceptive.
- 7 The use of the words liquidation sale, or terms of similar import used to induce a belief that upon disposal of the stock of goods the dealership will cease and be discontinued on the premises is unfair and deceptive, unless such is the case. A distress sale cannot extend for greater than an initial 45 days without the supplier disclosing the extension on advertisements. The total length of the sale cannot exceed 90 days.
- 8 The use of a stock number without explaining that the advertised price applies only to a single vehicle, if that is the case, would be deceptive.
- 9 This ad falsely implies that consumers will obtain a guaranteed amount for their tradein regardless of condition. Such advertising is deceptive if the price of the car offered for sale is increased because of the amount for the allowance, the amount of the trade-in is added to the new loan, or the offer fails to disclose that it is conditional on the purchase of additional options or services.

LABOR DAY BONANZA!

CONGRATULATIONS!

You are specially selected as a **1**

8 **GUARANTEED WINNER** of 2 of 5 prizes!
A NEW 2010 car!

¢1,000 shopping spree! - DVD player -
3-day/2-night vacation - ¢50 cash

2

7

Lease for ¢185
a month with
¢0 down!

SPEEDY AUTO

LOW PAYMENTS

1.1%
APR!

6 Save up to \$4,000 on 2010 Speedy Minivans[†]

SPEEDY AUTO
123 CARS BLVD.
COLUMBUS, OH 12345

Expires 10/01/09

5

OUR VALUED CUSTOMER

\$ 3,500

PAY THE
SUM OF

THREE THOUSAND FIVE HUNDRED DOLLARS[‡]

MEMO

John P. Smith

FREE OIL CHANGES FOR ONE YEAR!

3

4

*1 in 100,000 wins car, 1 in 100,000 wins DVD player 1 in 100,000 wins cash 99,997/100,000 wins shopping spree, 99,997 wins vacation; taxes and shipping costs responsibility of winner. †Includes owner/leser loyalty rebate and factory rebate. ‡No cash value. Not to be redeemed in conjunction with any other offers.

SAMPLE NEW CAR AD

Use the numbered-key below to learn more about deceptive auto advertising.

- 1** The use of the words “specially selected” or similar terms is deceptive if, in fact, the consumer has not been specifically targeted with the ad.
- 2** The APR alone may falsely imply that the advertised rates are available to all consumers, when, in fact, these offers are often limited to consumers with good credit. These low rates generally are available only on select models or may require a substantial down payment.
- 3** Often, the “free” merchandise is factored into the price of a car. If such is the case, the word free is deceptive and cannot be used. Also, auto dealers must disclose all terms and conditions of such offers.
- 4** Anything that materially affects a consumer’s ability to obtain an advertised vehicle on the terms advertised must be clearly and conspicuously disclosed. The use of one or more footnotes or asterisks in which disclaimers or disclosures, alone or in combination, confuse, contradict, materially modify, or unreasonably limit a principal message of an advertisement, is deceptive. The use of any type size that is smaller than 10 point is not readily noticeable and is deceptive.
- 5** The use of vouchers, which look like checks, is misleading and deceptive and is advised against. These checks are especially deceptive when they have an endorsement area on the back.
- 6** It is deceptive to falsely imply that an advertised price is available to all consumers when an inconspicuous footnote indicates that, in fact, a limited-availability rebate amount has been factored into the advertised sale price.
- 7** This advertisement fails to clearly and conspicuously disclose the total amount due at lease inception, the number and amounts of scheduled payments, and that a security deposit is requested and also fails to disclose mileage limitations and fees, termination fees, and maintenance and wear and tear responsibilities.
- 8** Dealerships must disclose all requirements to be fulfilled to win the prize. For instance, if the consumer is required to attend a presentation on time shares while on the vacation, the dealership must disclose this fact. The footnote disclosure of the chance of winning is not clear and conspicuous.



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