

Custom Clipper[®] Card Evaluation Policy

Non-standard or custom Clipper[®] cards will be evaluated based on the criteria set forth below and in accordance with the advertising standards attached as Exhibit A.

- A “**commemorative**” card is defined as a custom Clipper[®] card, such as the Bay Bridge or America’s Cup cards, that is put into general circulation at the regular card price
- A “**collectible**” card is defined as a custom Clipper[®] card, such as the Golden State Warriors or San Jose Sharks cards, that is produced in smaller quantities, can be printed using secondary printing and is distributed either via promotional giveaway, sold for less than the value on the card or (if possible) sold at a premium price.

Once staff has reviewed an opportunity for a custom Clipper[®] card and found it to meet the criteria as well as the advertising standards, staff recommends production of the card to the Section Director. If agreed by the Section Director, the recommendation is presented to the Executive Director or his designee for approval.

- **Level of staff time required**

- Staff time commitment for production of commemorative cards is generally limited to the development of card graphics.
- Staff time commitment for collectible cards involves more time to develop a partnership, negotiate cost sharing and in-kind trades.

- **Card production**

- MTC may pay licensing fees for use of partner brands logos/artwork, subject to agency contracting policies.
- MTC retains final approval over proposed artwork.
- Commemorative cards, when possible, should be ordered as regular card orders to avoid secondary printing costs (timing – 5-6 months for card orders).
- Collectible cards may be printed using secondary printing, due to the smaller quantities and timing involved (timing – 3-4 weeks for printing, depending on quantity).
 - Where possible, partners and sponsors should pay for card printing costs; MTC may choose to pick up some of these costs, depending on overall cost, and the promotional/advertising opportunities offered in return.

- **Card distribution**

- Commemorative cards should be distributed via normal channels, at the regular card cost.
- Collectible cards can be used as promotional cards, or if possible, sold through special distribution outlets. Extra caution will be exercised in reviewing/recommending cards to be sold at a premium price, due to the limitations of the website and retail distribution networks. For cards that are intended to be promotional in nature and will be given away for free, or sold for less than the value on the card, Clipper[®] staff will encourage the sponsor or partner to offer the cards to as broad an audience as possible. This will largely

depend on the funding and distribution channels available to the sponsor/partner and Clipper[®].

- **Opportunities for promoting the Clipper[®] brand**
 - Commemorative cards do not necessarily need to meet this criteria, since they should involve little to no extra cost and limited staff time.
 - For collectible cards, associations with high-profile brands or events and in-kind and promotional opportunities can be very valuable in raising the profile of Clipper[®].
 - Co-branding opportunities will also be evaluated on whether or not they are injurious to the Clipper[®] brand and/or its mission, or are offensive. See advertising standards below for guidelines.

- **Increasing use of transit**
 - For either type of card, opportunities that encourage or promote use of public transit (special event or discount/promotional partnerships) can be valuable partnerships and help to increase the market penetration of Clipper[®].

Custom Clipper[®] Card Advertising Standards:

MTC intends that images on the Clipper[®] card be subject to the viewpoint-neutral restrictions set forth below. (These standards are adapted from advertising content guidelines BART has adopted.) Certain forms of advertising will not be permitted for placement or display on the Clipper[®] card. Clipper[®] shall **not** display or maintain any advertisement that falls within one or more of the following categories:

1. Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, Clipper[®] will determine whether a reasonably prudent person, knowledgeable of the Clipper[®] customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
2. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, or depicts such products.
3. Alcoholic Beverages. The advertisement promotes or encourages the consumption of alcoholic beverages including, but not limited to beer, wine, and distilled spirits, or depicts such products.
4. Profanity. The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.
5. Inappropriate Graphics. The advertisement contains graphics recognized by the community as inappropriate including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.
6. Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.
7. Violence. The advertisement either (a) contains an image or description of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage, violence or violent behavior.
8. Unlawful Goods or Services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
9. Unlawful or Detrimental Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, or behavior that promotes activities which are detrimental to the maintenance and safe operation of the Clipper[®] system.
10. False, Misleading, or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is clearly false, misleading, or deceptive.

11. Libelous Speech, Copyright Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject Clipper[®] to litigation.
12. Obscenity or Nudity. The advertisement contains obscene material or images of nudity. For purposes of these Guidelines, the term “obscene matter” shall have the meaning set forth in the California Penal Code Section 311.
13. Prurient Interest. The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these Guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.
14. “Adult”-oriented Goods or Services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17,” adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.
15. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by Clipper[®], its directors, management, or employees, of any service, product, or point of view, without prior written authorization of the Contract Administrator.
16. Injurious to Clipper[®] and its mission. The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, denigrates Clipper[®] or promotes alternatives to Clipper[®] in a manner that directly impairs Clipper[®] customers and/or revenue.

