



STAMPIN' UP!

# POLICIES DOCUMENT



INSPIRE · CREATE · SHARE



**TO LOVE WHAT WE DO  
AND SHARE WHAT WE LOVE,  
AS WE HELP OTHERS ENJOY CREATIVITY AND  
WORTHWHILE ACCOMPLISHMENTS...  
IN THIS WE MAKE A DIFFERENCE.**

## **NORTH AMERICAN EDITION**

Effective Date: October 2020

Previous material—printed or electronic—may be outdated. Please ensure you are referencing the most recent version of this document, which can be found under Business Resources>Print Lab on the demonstrator website.

The information provided in this document is intended for Stampin' Up! demonstrators in the United States and Canada only. Demonstrators from countries outside of the United States and Canada should reference their respective documents. As this is a demonstrator document, it should not be posted on customer-facing blogs or websites.

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## Demonstrator Policies Overview

Stampin' Up! makes constant and consistent efforts to support demonstrators as they work to build a business that reflects their personal goals. In order to make these efforts as effective as possible—and to keep pace with the company's growth as well as answer demonstrators' requests—Stampin' Up! has established a set of uniform policies and procedures to help govern and direct activities. Also, it is important that Stampin' Up! preserve and promote a sound corporate foundation that protects the reputation of the company, its products, and its marketing methods, all of which contribute to a high-quality, long-lasting opportunity for the independent demonstrator.

This document describes the policies and procedures that everyone must understand and adhere to in order to contribute to a fundamentally sound, efficient, consistent, and healthy relationship between the company and their independent demonstratorship.

Demonstrators must adhere to company policies in earning income and achievements. Manipulation of Stampin' Up! procedures and/or the violation of stated policy to achieve a gain in personal earnings, volume rebates, team commissions, incentives, achievements, new team members, or advancements that a demonstrator would not otherwise receive is prohibited and may result in the loss of earnings and achievements, and may potentially lead to the suspension or termination of their demonstratorship.

When policies are violated, it can also affect a direct team leader and those above them. While the team leader (and those above them) may not have been directly involved in the situation, the benefits associated with the violation may have been credited to the team leader(s), (i.e. title advancements, team commissions, performance bonuses, etc.). Stampin' Up! reserves the right to retract the benefits received from all those affected, including financial benefits, flex points, and recognition, if deemed necessary as part of the restitution process. Stampin' Up! takes the preservation of the business model very seriously. The policies are designed among other things to protect the legitimacy of the multilevel compensation model.

This document cannot cover every situation that may arise. Demonstrators who have any questions about a policy or program can contact Demonstrator Support. Stampin' Up! reserves the right to make determinations on a case-by-case basis as necessary.

The Stampin' Up! policies and procedures are considered fully incorporated into the terms and conditions of the Stampin' Up! Independent Demonstrator Agreement as well as the *Demonstrator Policies* document as amended from time to time. The terms of the policies described herein—as well as information provided throughout the *Demonstrator Policies* document and any updates as may be provided by Stampin' Up! from time to time whether posted on the demonstrator website or in official Stampin' Up! publications—shall govern in the event of a conflict among documents.



## Independent Demonstrator Relationship Policy

Stampin' Up! demonstrators are independent contractors. As such, they are self-employed and do not receive benefits normally associated with being an employee of a company. Demonstrators will not be treated as employees for federal or state tax purposes. Independent demonstrators are responsible for the following:

- Obtaining a business license (including any state/province or local tax licenses, as applicable)
- Paying taxes (including self-employment tax)
- Paying all business expenses
- Covering any other self-employment expenses
- Arranging for life and medical insurance, if desired
- Paying and/or withholding any applicable taxes due as a result of hiring an assistant, including employment, social security, social insurance, workers compensation, or other as applicable
- Determining on their own the time they will devote to their work as a demonstrator as well as when and where and how they will conduct their business.

## Licenses Policy

Some jurisdictions require direct sellers to obtain a business or occupational license in order to conduct home demonstrations or sell products at open houses. Demonstrators should contact their local municipality or regulatory agencies to make sure they comply with business license regulations.

## Supporting Demonstrators Policy

Only one person will be recognized as the Stampin' Up! demonstrator in any demonstratorship. However, the demonstrator's legal spouse may be designated as a "supporting demonstrator" and may participate by assisting the demonstrator in most aspects of running the business, including sales, product ordering, attending company-sponsored events, and other related demonstrator activities. Supporting demonstrators must adhere to Stampin' Up!'s policies and procedures as outlined in the Independent Demonstrator Agreement, the *Demonstrator Policies* document, and other official Stampin' Up! publications.

To designate a spouse as a supporting demonstrator, the demonstrator must submit an Independent Demonstrator Agreement that bears the signature of both the demonstrator and the supporting demonstrator on the appropriate signature lines.

In some cases, the demonstrator may also be required to provide a copy of a valid marriage license.

## Compensation, Recognition, Achievements, and Incentives

Only the demonstrator is eligible for compensation or recognition in conjunction with Stampin' Up!'s achievements and recognition (including the annual achievements, advancement achievements, and any other recognition as determined by Stampin' Up! from time to time). The demonstrator must also be active in order to receive any achievements. A spouse may participate in Stampin' Up! only as a supporting demonstrator and may not have a personal demonstratorship or be included in the team of the demonstratorship for which they are a supporting demonstrator or any other demonstratorship. The supporting demonstrator has no personal rights in the demonstratorship. Therefore, if the demonstratorship is terminated, the supporting demonstrator's rights automatically expire as well.

## Event Attendance

Supporting demonstrators are invited to attend Stampin' Up!-sponsored events. They must pay the full registration fee and will receive all the gifts and privileges of the demonstrator at these events. Please note that the supporting demonstrator may only attend recognition events if expressly invited by the company. However, supporting demonstrators are welcome to attend Stampin' Up!-sponsored events without the attendance of the primary demonstrator.

## Changing Status

If a demonstrator would like to change places with their supporting demonstrator, they should submit a new Independent Demonstrator Agreement with both the demonstrator and their supporting demonstrator's signatures on the appropriate signature lines before 15 December. The change will go into effect on 1 January of the next calendar year.

Stampin' Up! reserves the right to disallow the change at its discretion. All recognition, incentives, achievements, etc., will be awarded to the person whose name is listed as the demonstrator at any given cutoff period for such recognition, using the preferred name listed. Income will be reported under the social security or social insurance number of the primary demonstrator as listed during that tax year.

A supporting demonstrator shares the status of the demonstrator even when it changes, whether active, pending or dropped. If the demonstrator resigns and subsequently wishes to rejoin, certain waiting periods apply, as described more fully in the Rejoining Stampin' Up! policy. These waiting periods apply to a supporting demonstrator as well.

## Divorce

If a demonstrator and their supporting demonstrator become involved in divorce proceedings, Stampin' Up! will continue to recognize the original demonstrator as the primary demonstrator and their spouse as the supporting demonstrator. Only the primary demonstrator will be recognized as

the owner of the demonstratorship; however, their supporting demonstrator will still be able to order products and otherwise participate as their supporting demonstrator until the company is notified of the final divorce decree.

To remove the supporting demonstrator from a demonstratorship, the primary demonstrator should contact Demonstrator Support.

The company will authorize only one primary demonstrator per demonstratorship. Thus, any divorce settlement or decree that purports to divide or separate the demonstratorship shall be in violation of the prohibition against transfer and cause the demonstratorship to automatically terminate as of the date of any such decree, order, or assignment. The company, in its discretion, will allow time for amendment or modification of a final decree in the event the order was inadvertently made without taking into account the requirement of this section. If no provision for ownership is made in the final decree of divorce, Stampin' Up! will consider the demonstratorship to remain with the primary demonstrator.

## Competitive Activities Policy

Stampin' Up! wants demonstrators to have a positive experience in building a flexible, home-based Stampin' Up! business. With the exceptions as outlined by the company, including the Angel Policy, Stampin' Up!'s products are not sold in retail locations but are available through demonstrators.

Stampin' Up! acknowledges the need from time-to-time to use or make fair reference to non-Stampin' Up! products or services that enhance demonstrators' crafting, as well as their credibility in the crafting community, to further encourage the purchase and sale of Stampin' Up! products and enrich their business experience. Demonstrators, however, should make sure that Stampin' Up! products and services remain the principal feature of their presentations and any other crafting and business activities.

Stampin' Up! recognizes the subjective nature of competitive products or companies and will regularly evaluate products or companies in question as well as Stampin' Up! core offering products, keeping the best interest of Stampin' Up! and its demonstrators in mind. Core products typically include (but are not limited to) decorative stamps (in any form), ink pads and ink refills, markers, die-cutting tools and accessories, paper punches, stamp tools, cardstock, and paper. Specific companies and products may or may not be competitive at any given point in time based on changes in product lines. If a demonstrator is unsure whether a particular product or company is competitive with Stampin' Up!'s core offering, they should contact Stampin' Up! Demonstrator Support.

Because the following activities could endanger a demonstrator's business experience, demonstrators are prohibited from participating in them. Demonstrators may not:

- Receive compensation in any form for promoting, marketing, or selling products or services that are the same or similar to Stampin' Up! (see below for exception on employment and design teams).
- Participate in affiliate programs or be compensated for affiliate links to competitive products, competitive categories of products, or competitive companies on blogs, videos, social media, or other online forums. Demonstrators also may not monetize their personal sites or Stampin' Up! sales through affiliate programs.
- Own or hold part ownership in a business that sells products that are the same as or similar to Stampin' Up! products, or provides services focused on promoting, marketing, or selling competitive products. Ownership of competitive companies includes holding more than five percent of the stock of a public company, holding any stock of a privately held company, or holding the position of a company officer.
- Represent a direct-selling or multilevel marketing company that sells products or services that are the same as or similar to Stampin' Up! products as defined above.
- Sell or promote products other than those directly offered by Stampin' Up! while attending a Stampin' Up!-sponsored event.
- Sell, promote, or market the products other than those directly offered by Stampin' Up! while at workshops, stamp camps, and other events that they organize or that are arranged by other demonstrators.
- Sell or promote (by receiving compensation) competitive products while conducting an event where Stampin' Up! products are demonstrated and sold or where a host is present and should be earning benefits from the sales of the event. Incidental use of minor, non-Stampin' Up! items when presenting at a demonstrator's own Stampin' Up! events is permitted, as long as the demonstrator is not being compensated for doing so. Demonstrators may participate in open house or boutique-style events, where vendors for other products may be present. If a demonstrator personally represents other non-competitive products and chooses to hold an event where they represent those products along with Stampin' Up! products, they may do so, as long as a host other than the demonstrator is not involved.
- Sell any competitive products or services (as listed above) through electronic communications, including email, social networks, blogs, or websites. See the [Online Advertising & Activity](#) for further details regarding online policies.
- All competitive activities guidelines and exclusions apply to both a demonstrator and their spouse, regardless of whether or not the spouse is a supporting demonstrator.

## Employment Exception

Stampin' Up! understands that some demonstrators are employed by competitive retailers. There is no prohibition against working for a competitive retailer as long as the demonstrator does not participate in the activities listed above. Demonstrators may not, however, be employed by a direct-

selling company that provides products or services that compete directly with Stampin' Up! as defined above.

### **Design Team Exception**

For demonstrators who would like to participate on “design teams”—where participation entails designing and creating projects using competing products—they may do so as long as they are under an official contract and receive compensation in the form of products only. Receiving financial compensation in any other form would be a violation of this policy. Also, any products received in compensation for design-team services may not be resold.

### **Respect for Competitors**

While Stampin' Up! is proud of its products and desires to protect the success of home workshops by placing certain restrictions on competitive activities, Stampin' Up! also respects its competitors and is committed to operating in a manner that is ethical and fair in their regard. Demonstrators should not disparage Stampin' Up!'s competitors, their products, or services in a way that is false or likely to be misleading.

### **Proprietary Nature of Team Lists Policy**

Each month, demonstrators will have access to monthly reports showing the status and progress of their team. A team list is a list of the people demonstrators have signed up to be demonstrators (current or past), the persons those team leaders have signed up, and so on, through three levels of team members.

Team lists are proprietary assets of Stampin' Up! and part of the trade secrets of the company. To protect the interests of Stampin' Up!'s sales force and the confidentiality of team lists, they may not be used for any purpose other than developing their Stampin' Up! business. Team lists and other information owned by the company may not be sold, shared, copied, distributed, or used to solicit participation in other activities. They may not be used to advance the interests of, promote, or develop any other business or private organization in any way. This prohibition also applies to people who are no longer active demonstrators.

Use of possessive pronouns such as “her,” “his,” “your,” and “their” in publications or presentations by the company should not be construed to connote or imply that the team leader owns the team information.

Stampin' Up! encourages demonstrators to focus their training efforts on their first-level team members. Demonstrators will qualify for title advancements, achievements, and bonuses based on their performance. As a demonstrator teaches leaders in their team how to be good team leaders,

those leaders will learn to manage their own teams. Demonstrators should remember that their first responsibility is to their first-level team members.

Demonstrators may also want to reach out to those in their lower levels who desire or need additional support. In addition to receiving commission on their sales, a portion of a demonstrator's team leadership requirement for advancements can come from their second or third level. If a team leader sees potential in someone in their lower levels, they may consider supplementing the training the team member is receiving from their direct team leader where appropriate. It is best if demonstrators talk to the direct team leaders of those in their teams before reaching out to their lower levels.

## Demonstratorship as a Business Entity Policy

When new demonstrators join Stampin' Up!, their demonstratorship is considered a sole proprietorship. A sole proprietorship may dissolve upon the demonstrator's passing. The main advantage of setting up a demonstratorship as a business entity other than sole proprietorship is perpetual existence, meaning that the business may be passed to another person in the event of the demonstrator's death.

If demonstrators are interested in this opportunity, Stampin' Up! recommends that they print a copy of this policy for their lawyer or legal representative to review in order to help determine whether taking this step would be advantageous in their situation and to assist in the application process. Stampin' Up! cannot provide legal advice.

### *New Demonstrators and Business Entities*

If new team members express interest in the proprietary business policy, their team leader should provide them a copy of the following information. Demonstrators should bear in mind that they may not provide them with legal advice on behalf of Stampin' Up! If they have any questions about Stampin' Up!'s policy or application process, they may contact Demonstrator Support.

## Application

The owner of the business entity must receive written authorization from Stampin' Up! before beginning the operation of the demonstratorship as a business entity. To apply for authorization, the demonstrator must submit both of the following, found under Business Resources>Print Lab on the demonstrator website:

- A completed copy of the Application to Operate Demonstratorship as a Business Entity and Guarantee of Due Performance
- The articles of organization for the business

Stampin' Up! recommends that demonstrators contact their lawyer or legal representative to prepare the necessary articles or organizational documents for their company that include the following requirements:

- Specifies that the demonstrator will retain majority ownership
- Includes a “sole purpose” clause (see [Ownership](#) for more details)

Both of these forms must be received in the Stampin' Up! offices by 15 December to be in effect for the next tax year (beginning 1 January). If an incomplete application is received near the end of the year, there may not be enough time for the demonstrator to make the necessary changes and resubmit the application before 15 December. Stampin' Up! accepts applications at any time of the year and encourages early application.

### Annual Filing

By 15 December of each year, the business entity must re-file with Stampin' Up! the Notice of Intent to Continue to Operate Demonstratorship as a Business Entity.

If any new persons have been added as owners or members of the entity during the year, their information should be added in the section titled Guarantee of Due Performance.

Both of these forms are available on the demonstrator website in the Print Lab.

### Annual State Filing

The demonstratorship must be current on its state annual filings at all times and shall not be allowed to lapse. Failure to keep the business entity current may result in termination of the demonstratorship.

### Authorized Demonstrator

The only person with whom Stampin' Up! shall conduct business is the authorized demonstrator of the entity and their supporting demonstrator. Thus, regardless of the number of owners that may comprise the business entity, only the demonstrator or supporting demonstrator may place orders, conduct the business of the demonstratorship, communicate with Stampin' Up!, or otherwise act on behalf of the demonstratorship. With Stampin' Up! approval, a demonstrator may hire an assistant who may act on behalf of the demonstratorship as well.

## Ownership

The demonstrator must own no less than a majority of the issued shares or membership interests and must have authority to appoint a majority of the Board of Directors, managers of the management committee, or equivalent body that governs the business entity. No change affecting control of the business entity by the demonstrator may be adopted without application to and prior written approval by Stampin' Up!

Upon dissolution of the business entity, the demonstrator shall provide notice and copies of the official dissolution documents to Stampin' Up! before Stampin' Up! shall be obligated to change the payee's name on any payment from the company to the personal name of the demonstrator. All shareholders, directors, members, trustees, owners, or equity participants shall personally and irrevocably guarantee due performance by the corporation of all its obligations and responsibilities as a demonstratorship, especially those outlined in the Independent Demonstrator Agreement and the *Demonstrator Policies* document. Such person(s) shall sign the Guarantee of Due Performance filed with Stampin' Up! The shareholders, directors, officers, members, managers, or equity participants of the business entity are subject to the same disciplinary action as the demonstrator for violation of the Independent Demonstrator Agreement and the *Demonstrator Policies* document, notwithstanding the fact that only the demonstrator (and supporting demonstrator) may place product orders and otherwise act on behalf of the business entity or demonstratorship in its relations with Stampin' Up!

The business will conduct only the business of a Stampin' Up! demonstratorship and no other. Other than the foregoing restrictions and the designation of the business entity as the payee, there shall be no distinction made by Stampin' Up! between demonstrators who are a business entity and those who are not.

## Event Attendance (for Members of the Business Entity)

Each demonstrator operating a business entity may register one member of their business entity for each Stampin' Up! event in addition to or in lieu of a supporting demonstrator (see [Event Attendance under Supporting Demonstrators Policy](#)). To do so, contact Demonstrator Support. Please note that members can only be added or removed annually with the annual filing renewal. Members must be listed at the time of the event registration to be eligible to attend.

## New Team Members

New demonstrators may submit their business entity application with their Starter Kit Order Form and Independent Demonstrator Application. The application should include a completed copy of the Application to Operate Demonstratorship as a Business Entity and Guarantee of Due Performance and the articles of organization for the business (see the Application section above for further details). Unlike existing demonstrators, a new demonstrator's business entity will become effective immediately on their start date.



## Transferring a Demonstratorship

A Stampin' Up! demonstratorship may not be transferred, without the written approval of Stampin' Up!, except under the following circumstances.

A Stampin' Up! demonstrator may pass a demonstratorship on to heirs as part of an estate. The heir must, in all respects, qualify as a Stampin' Up! demonstrator. If, in the case of the heir being underage, or otherwise incapable of conducting a Stampin' Up! demonstratorship, the demonstratorship is transferred to a legal guardian, the guardian must qualify as a Stampin' Up! demonstrator.

A Stampin' Up! demonstratorship may be transferred upon the demonstrator's death to one person by way of a last will and testament. Transfer to multiple persons may cause the company to terminate the demonstratorship. The demonstratorship is one entity and cannot be broken up into numerous entities upon the authorized demonstrator's passing.

In the event the ownership of a demonstratorship is transferred according to the terms of a trust, an original signed (or certified) copy of the trust instrument must accompany the application referred to above, and the trustee(s) must promptly file with Stampin' Up! any trust amendments or any other documents that may vary the terms of the trust. The terms of the trust shall not be perpetual and shall not continue beyond the date necessary to protect the interests of those trust beneficiaries who are unable to act for themselves legally, e.g., minor children or incompetent persons who, because of age or inexperience, require assistance in the conduct of business affairs.

The trust will conduct only the business of a Stampin' Up! demonstratorship and no other. The supporting demonstrator (spouse of the authorized demonstrator) has no rights independent of the authorized demonstrator within the demonstratorship and thus cannot be the sole creator of the trust absent the participation of the demonstrator, but can be a beneficiary of the trust. Because demonstrators are required to meet certain sales and performance standards, appointment of a corporate fiduciary is discouraged. It is assumed that this will be a very rare occurrence.

Nevertheless, if the trust includes a corporate fiduciary, e.g., a bank trust department or a trust company, the trust officer must nevertheless execute on its behalf an irrevocable guarantee that the trustee will perform all of the obligations and responsibilities of a demonstrator, especially those outlined in the Stampin' Up! Independent Demonstrator Agreement and the *Demonstrator Policies* document (e.g., minimum sales requirements), and as set forth from time to time in official Stampin' Up! literature.

The trust shall designate the method of appointment of the new demonstrator who (along with their spouse as supporting demonstrator) must meet all demonstrator qualifications required by Stampin' Up! in order to continue the demonstratorship with Stampin' Up! The trust instruments must not permit the beneficiaries to assign any beneficial interest in the trust. The trustee (and all co-trustees, if more than one) must sign and file with Stampin' Up! an Application to Operate Demonstratorship

as a Business Entity and Guarantee of Due Performance and must annually file a Notice of Intent to Continue to Operate Demonstratorship as a Business Entity.

## **Selling a Demonstratorship**

A Stampin' Up! demonstratorship may not be bought or sold without the express approval of the company.

## **Humanitarian/Charitable Service Absence Policy**

Stampin' Up! recognizes the importance of charitable, humanitarian, or community service, especially among those who have run demonstratorships for many years. Accordingly, a demonstrator who has operated their demonstratorship in active status for at least ten consecutive years may apply for a Humanitarian/Charitable Service Absence ("Absence"), an opportunity to dedicate themselves to such humanitarian and charitable activity on a full-time basis for a limited period of time without the burden of operating a demonstratorship. It is anticipated that the Absence would not be less than six consecutive months nor more than 24 consecutive months.

This Absence policy shall apply to extraordinary opportunities to engage in charitable, humanitarian, or community service activities. This does not include personal/family health, vacation, child raising or rearing, educational, political, business, profit-making, or other similar activities or endeavors. Although very important and necessary, such activities or endeavors do not fall within this extraordinary special purpose.

To apply for an Absence, the demonstrator shall not less than 90 days prior to the commencement of the Absence period submit to Stampin' Up! a written proposal explaining in reasonable detail the nature of the charitable opportunity, the intended duration, and how the charitable activity fits within the extraordinary purpose described herein. An "Absence Proposal" can be obtained by contacting Demonstrator Support. Stampin' Up!, in its sole discretion, may shorten the ninety (90) day requirement where demonstrator can show that urgent circumstances require such action. The demonstrator shall include specific names and contact information of the organization(s) sponsoring or benefiting from the charitable activity (organization(s) are required to be a tax except entity pursuant 26 U.S.C. § 501, or a similar or equivalent law or statute in the respective nation or jurisdiction where the sponsoring or benefiting organization(s) are domiciled or where the service shall be rendered) and names of person(s) who can further verify the nature and details of the matter for which the Absence shall be requested.

Additionally, an Absence shall only be available to demonstrators who have chosen to form their demonstratorship as an entity (other than a sole proprietorship) under the Business Entity Policy as stated in the [Demonstrator Policies Document](#). Pursuant the Demonstrator Policies, the demonstrator, in accordance with the bylaws or operating agreement that governs their demonstratorship, may nominate or hire a temporary business operator or manager ("Manager") to manage the demonstratorship during demonstrator's Absence. The demonstrator shall nominate or

designate their manager on the Temporary Right to Operate Business form, which the demonstrator shall complete and deliver to Stampin' Up! along with the Absence Proposal.

Stampin' Up! shall evaluate the Absence Proposal and shall approve or deny the Absence Proposal in its sole and absolute discretion. Company shall endeavor in good faith to timely make a decision regarding the Absence Proposal and shall respond to the demonstrator regarding same within 15 days of receipt of Demonstrator's Absence Proposal. By submitting the Absence Proposal, the demonstrator expressly authorizes Stampin' Up! to make contact and engage in inquiries with such persons and organizations provided by the demonstrator in the Absence Proposal. The demonstrator and their manager will work out their own arrangement and agreement as to all conditions of compensation subject to the requirement that there may be no term of compensation within such arrangement or agreement that shall be based upon the active signing up of new demonstrators, nor shall it alter the demonstrator's ultimate liability and responsibility for the compliance and operation of the demonstratorship.

## Minimum Sales Requirement Policy

Stampin' Up!'s quarterly sales requirement is designed to encourage demonstrators to meet a minimum standard of business activity. While a successful demonstrator will want to maintain consistent monthly sales and regular customer service to promote a growing business, a quarterly minimum allows the demonstrator greater flexibility in accommodating important life occasions, holidays, or unforeseen emergencies. Demonstrators bear the responsibility to keep track of their sales. Aside from the Activity Summary and the My Quick Stats provided on the demonstrator website, Stampin' Up! may not notify a demonstrator of pending requirements or status changes.

## Meeting the Minimum

To remain on active status, demonstrators must have quarterly net sales (total sales not including shipping and handling or taxes) of at least 300 Commissionable Sales Volume (CSV) in combined workshop, customer, or demonstrator orders. (Noncommissionable items purchased on a demonstrator order do not contribute toward this minimum.)

Stampin' Up!'s standards for business activity are designed to help demonstrators develop and maintain a successful business. In order to have a profitable business, demonstrators should avoid inventory loading in order to maintain their active status, which means purchasing a large quantity of products that cannot be reasonably sold or consumed in an appropriate amount of time. (See [Cash and Carry Policy](#) for further details.)

## Deadlines

In order to meet the minimum sales requirement, qualifying orders must be received by Stampin' Up! before the end of each Stampin' Up! quarter. Stampin' Up! quarters correspond with standard

calendar quarters: 1 January–31 March, 1 April–30 June, 1 July–30 September, 1 October–31 December. When a demonstrator joins Stampin' Up!, their initial minimum sales requirement must be met before the end of the first *full* quarter after they sign up. The demonstrator does not have a minimum to meet in the partial quarter in which they sign up. Any sales placed during the first partial quarter will carry over to the first full quarter requirement.

When a demonstrator submits more than the minimum in one quarter, the excess amount over the minimum does not count toward the next quarter's minimum.

## Shortfall

If a demonstrator fails to meet the sales requirement in any given quarter, they will automatically be placed on pending status effective the first day of the next quarter (status updates are not posted until after the commission runs have been calculated on the sixth business day of the month; demonstrators can check their status after the sixth business day of the month). To return to active status, they have until the last day of that month to cure the shortfall from the previous quarter. In order to cure the shortfall, the demonstrator must submit sales to the amount of the shortfall. These sales count towards the previous quarter, and any sales above that amount will count towards the current quarter.

### *Curing a Shortfall*

Last quarter, Kristina submitted a total of 175 CSV. Because she missed the sales minimum (the quarterly sales minimum is 300 CSV), she is now in pending status. In order to return to active status, she must sell 125 CSV to make up for the shortfall amount in the first month of the new quarter.

## Attending International Events Policy

Demonstrators from other Stampin' Up! markets can attend Stampin' Up! events in another market.

## Status Policy

There are four categories used to describe a demonstrator's standing with the company: active, pending, military, and dropped.

Demonstrators must meet certain requirements to remain active. Those failing to meet these requirements will automatically be placed on pending status. Demonstrators who do not correct the default while on pending status will have their demonstratorship terminated. A former demonstrator is considered dropped.

No written or verbal notice will be given of a change in status other than for military status.

## Active

A demonstrator who has met and continues to meet the stated minimum sales requirements (see [Minimum Sales Requirement Policy](#)) and is in otherwise good standing with Stampin' Up! regarding policy and procedure will be on active status. Active demonstrators can place orders and receive all company mailings.

## Pending

A demonstrator who has failed to meet the stated minimum sales requirements will be placed on pending status. Pending status is a probationary or warning status that lasts no longer than one month. Pending demonstrators still receive all company mailings and can place orders.

If, at the end of the pending month, the demonstrator has not met the required shortfall criteria, their demonstratorship will be terminated. (See [Minimum Sales Requirement Policy](#) for more information.)

Demonstrators who violate or are not in good standing with Stampin' Up! policy or procedure are not placed in pending status. Rather, their accounts are suspended and they are not able to place orders or access the demonstrator website nor will they have access to Stampin' Up! publications until the issue is resolved. Stampin' Up! will notify demonstrators if their demonstratorship is suspended.

## Military

Find information about Military status in the Military section of [Doing Business in the United States](#) or [Doing Business in Canada](#).

## Dropped

If a Stampin' Up! demonstrator in pending status does not meet the quarterly sales minimum by the end of the pending month, their demonstratorship will be terminated. The demonstrator will no longer have access to Stampin' Up! resources such as the demonstrator website or certain Stampin' Up! publications nor will they be able to place orders or attend Stampin' Up! events as a demonstrator. At this point, they are considered dropped. Demonstratorships terminated for cause are also in the dropped category. To learn more about rejoining Stampin' Up!, see [Rejoining Stampin' Up! Policy](#).

## Adjustments to Status

Stampin' Up! does not offer a leave of absence program (see [Humanitarian/Charitable Service Absence Policy](#)). However, the company may adjust the status of a demonstrator due to undue

hardship or difficulty. If a demonstrator considers themselves to be in such a situation, they should contact Demonstrator Support as soon as possible after being dropped and request consideration for their circumstances. Demonstrator Support will review each request and alert the demonstrator if the exception has been granted.

## Resignations

Demonstrators who wish to drop their demonstratorships must submit their resignation in writing. Letters of resignation may be submitted via mail, email, or fax. Stampin' Up! will process requests for resignation typically within three business days after the request is received.

For the purpose of demonstrator reports, if a current demonstrator is active for even one day of a given month, they will be counted as active for the entire month, regardless of the day they resign. This means that the resigning demonstrator will still be counted for their team leader for that month, and any activity in their team will still be credited to the resigning demonstrator. If a demonstrator resigns in the same month that they earn a title advancement, that advancement is awarded and is credited to the team leader when commissions are finalized.

## Rejoining Stampin' Up! Policy

After being dropped or resigning, a demonstrator enters a 90-day period. For demonstrators who resign, the 90-day period begins the day after their resignation is processed. For those demonstrators who drop because of not meeting minimums, the 90-day period begins the day after their dropped status date.

If a demonstrator rejoins during the 90-day period, they will be placed under their original team leader. They cannot rejoin under any other demonstrator unless their original team leader has been dropped or resigns; in such a case, the demonstrator may rejoin under any other demonstrator of their choice.

If a demonstrator rejoins after the 90-day period, they may sign up under a demonstrator of their choice even if their original team leader is still in active status. In both cases, the rejoining demonstrator may be counted as a new demonstrator by their team leader and when they reach 900 CSV in career-to-date sales, they will be counted as a qualified team member for the team leader.

If demonstrators plan on dropping and rejoining under a new team leader, they must adhere to the policy that prohibits actively soliciting among active demonstrators. (See [Team Building Policy](#) for more information.)

A rejoining demonstrator counts as an active first-level demonstrator for their team leader's title requirements.

A rejoining demonstrator's former team, sales history, and title will not be restored. They will receive a new demonstrator number.

## Team Building Policy

Finding and signing up new demonstrators is a vital part of growing a Stampin' Up! business. It is important that each demonstrator uphold the principle of integrity in their team building practices and be completely ethical in their behavior. Failing to do so will ultimately reflect poorly on the demonstrator and undermine the intent of Stampin' Up!'s Statement of the Heart.

Signing up a new demonstrator without their knowledge is strictly prohibited. Manipulation of Stampin' Up! team building policies to achieve gain that would not otherwise be received will result in loss of earnings and achievements. It may also potentially lead to the termination of a demonstrator's demonstratorship. As demonstrators sign up new team members, they must also avoid the following unethical behaviors, as well as others as may be defined by the company:

- Demonstrators may not ask for a customer's Social Security or Social Insurance number with their order in an effort to add them to demonstrator's team without them knowing that they are signing up as a demonstrator.
- Demonstrators may not disguise a team-building offer as a prize or award.
- Demonstrators may not sign up individuals without them personally accepting and agreeing to the IDA. When new team members sign up as a demonstrator, they should personally choose to be a demonstrator and be willing to be bound by all agreements.
- Demonstrators must only sign up new team members who have expressed an intention to participate in the Stampin' Up! experience.
- Demonstrators must be truthful and not misleading and must not inflate, exaggerate, or guarantee the amount of money that their new team members will earn as demonstrators or that demonstrators may have earned in the past. If demonstrators would like, they can choose to disclose the commissions they earn as a demonstrator, but they must make it clear to new team members that commissions will vary depending on the demonstrator.
- Demonstrators may not sign up their spouse as a member of their team, nor may that spouse be a member of anyone else's team. (See the [Supporting Demonstrators policy](#) for more information.)
- Demonstrators may not actively solicit existing demonstrators in order to gain new team members. Active solicitation is defined as proactively contacting active demonstrators to invite them to drop or rejoin or suggesting that they can do so in order to improve or change their current status. Active solicitation with demonstrators within or without a demonstrator's team via email, blog posts, Facebook posts, or other mediums is a violation of this policy.
- Demonstrators should not encourage active demonstrators to drop and rejoin to avoid minimums, to capitalize on team building offers, or for any potential benefits for the team leader. Demonstrators may not discount the Starter Kit below the price that Stampin' Up! is currently offering. Additionally, demonstrators may not offer rebates or add additional

Stampin' Up! products as an incentive for purchasing the Starter Kit. (See the [Continual Discounting policy](#) for more information.)

- New team members must purchase the Starter Kit themselves, and an active demonstrator may not purchase it for them.
- Demonstrators must be truthful and not misleading in presenting products, promotions, and opportunities, and should avoid any false or exaggerated claims regarding potential income for new team members.

## Earnings, Lifestyle, and Product Claims

Stampin' Up! makes no promises or claims related to potential earnings claims, lifestyle claims, or product benefit claims to demonstrators or customers, nor are demonstrators allowed to do so. Making false or misleading earnings, lifestyle, or product claims is not allowed. As demonstrators share and discuss Stampin' Up! business opportunities and products, please consider the following.

- **Earnings Claims:** Demonstrators may not provide false or misleading information with regards to potential earnings as an independent Stampin' Up! demonstrator. Misleading information includes uncommon results that are not generally achievable without consistent and considerable effort over time. Demonstrators may not share information about actual earnings that are not common, or imply results that are not typical of the average demonstrator. All prospective and existing demonstrators should have realistic expectations about financial earnings within the realm of opportunity as an independent Stampin' Up! demonstrator.
- **Lifestyle Claims:** Team building efforts should not imply that joining Stampin' Up! will provide the ability to acquire wealth, extravagant lifestyles, or trips. Demonstrators may not promise or imply that certain lifestyles are enabled with the earnings, rewards, or recognition programs associated with being a demonstrator. Demonstrators should avoid referencing monetary gains and unique experiences outside of the context of the work and time required to reach those rare achievements. This includes sharing images, videos, or descriptions in any way that implies that potential new demonstrators are also likely to achieve them.
- **Product Benefit Claims:** Demonstrators must avoid implying that any Stampin' Up! products or activities cure or treat any health or wellness issues. It should not be implied that products or stamping-related activities replace or supplement any medical or emotional treatments recommended by a doctor or qualified healthcare professional.



## Non-Solicitation Policy

Stampin' Up! is committed to assisting demonstrators by establishing online communities, offering events, facilitating customer and demonstrator connections, and investing in reports, proprietary lists, and other applications. The intent of these tools is to support demonstrators in building a Stampin' Up! business, and they should in no way be used for non Stampin' Up! purposes or personal gain.

Demonstrators may not use these tools, lists, events, or communities to solicit other demonstrators or customers for any other direct sales business or personal business, whether the business is competitive or otherwise. Actively soliciting to individuals or groups you would not have otherwise known if not for Stampin' Up! is not allowed. Advertising for non-Stampin' Up! businesses on swaps at events is likewise prohibited. Using the Stampin' Up! name or drawing power to promote, market, or sell non-Stampin' Up! business opportunities is also prohibited. Active recruiting and solicitation from company lists, the demonstrator finder, or other Stampin' Up! groups is prohibited.

## Stampin' Rewards Starter Kit Codes

Hosts who earn Stampin' Rewards may receive a Starter Kit code that can be applied to reduce the price of a Starter Kit. Demonstrators may not use Starter Kit codes to help a potential new demonstrator purchase a Starter Kit. This includes not using their hosts' Starter Kit codes to give to other potential team members. Demonstrators also may not place significant orders for a host in order to get them a free or discounted Starter Kit using a Starter Kit code.

As a demonstrator signs up a new team member, they should take time to set expectations of the level of support, such as training, that they plan to provide.

## Team Building

Once a demonstrator has a new team member, they must follow these guidelines:

- Demonstrators may not place and pay for orders for a team member. New demonstrators must place and pay for their own orders. Although a demonstrator may be an occasional customer of their new team member, they, as the team leader, or other members of the demonstrator's team, cannot place their own workshop, customer, or significant personal orders with them for the purpose of helping them to advance or otherwise get gain.
- Demonstrators may not enter their payment information in a new team member's Payment Profile. The new team member must enter their own payment information in their Payment Profile. Abiding by this guideline protects both parties from any possible fraud, identity theft, or tax liability issues. Payment information includes any credit card, direct deposit, and checking account information. If the new team member is unable to provide direct deposit, credit card, or checking account information, they should contact Demonstrator Support.

- Demonstrators may not enter their own contact information in their team member's profile. The new team member should provide accurate contact information (including their own email, address, and phone number) in their profile. If the team member is unable to provide contact information when they are signing up, such as an email address, they should contact Demonstrator Support in order to sign up.

## Active Demonstrator Responsibilities Regarding Sales Policy

Providing a positive experience for customers is essential to building a successful Stampin' Up! business. As with team building, it is important that each demonstrator uphold the principle of integrity in their sales practices and be completely ethical in their relationships with customers. Demonstrators should adhere to Stampin' Up!'s Values. Manipulation of any of the below guidelines may result in disciplinary action.

The following are some guidelines around demonstrators' sales activities:

- Demonstrators should not encourage a person to purchase products based upon the representation that a consumer can recover all or part of the purchase price by referring prospective consumers. Address all questions from customers clearly and accurately.
- When finalizing a sale with a customer, the terms of the offer should be clear and accurate as to price, delivery, payment terms, quantity, and availability. Demonstrators should use the Stampin' Up! order form and fill it in accurately and clearly so the customer is provided with the price and terms of payment, a description of the product and quantity purchased, the agreed delivery date and any additional charges (shipping, taxes, etc.) and, wherever possible, the amounts of such charges. Demonstrators must allow the customer sufficient time to read and understand the entire sales contract.
- Demonstrators must not abuse the trust of individual customers or exploit their age, illness, disability, lack of understanding or unfamiliarity with a language. Failing to adhere to the strictest standards of honesty and integrity will negatively impact their professional reputation and undermine the intent of Stampin' Up!'s Statement of the Heart.
- Demonstrators must provide their customers with the completed order form at or prior to the time of sale. In the case of a sale made through the mail, telephone, internet, or other non face-to-face means, a copy of the order form must be included in the initial order.
- Demonstrators are responsible to inform their customers regarding any pricing changes for products shown in Stampin' Up! catalogs. Stampin' Up! will communicate these price changes to demonstrators on the demonstrator website. The prices Stampin' Up! communicates on the demonstrator website will override any prices that are printed in Stampin' Up! catalogs.

## Repurchase Policy

The company will repurchase, on reasonable terms, currently marketable inventory in a demonstrator's possession if the following conditions are met:

- Items were purchased by the demonstrator for resale while an active demonstrator.
- Items being repurchased are unassembled, unused, and unopened.
- Not more than 12 months has expired since the date of purchase.
- The repurchase price will be 90% of the original cost, less appropriate fees and legal claims, if any.
- The demonstrator will bear the cost of shipping the items to be repurchased to the company.
- This policy does not apply to seasonal, discontinued, or special promotional items.

## Product Guarantee Policy

Stampin' Up! guarantees products to be free from manufacturing defects for 90 days after the shipping date. Incorrect shipments and defective or damaged merchandise must be returned to Stampin' Up! within 90 days of the original shipping date to obtain a replacement. Missing items must be reported to Stampin' Up! within 90 days. This guarantee does not cover merchandise damaged after delivery or through accident or misuse. Stampin' Up! makes no specific guarantees about delivery times.

Demonstrators should always inspect their order upon receipt—and should coach their host to do the same to verify that the products are defect and damage free and to ensure that the entire order and correct products were received. Doing so will help facilitate initiating the exchange/return process within the stipulated 90-day period.

## Third Party Guarantees

Some products supplied by third-party vendors may carry labeling guarantees. Demonstrators should check the labeling of the products to see if any additional guarantees would apply and whom they should contact for further information or performance under these guarantees.

## Exchange Policy

Demonstrators may exchange new, unused, current-catalog merchandise within 90 days of the original shipping date by sending the item and the order number or packing slip number as well as a completed Exchange Order Form to Stampin' Up! If the merchandise and paperwork reach Stampin' Up! within 90 days of the shipping date, the demonstrator pays only to ship the item to Stampin' Up! Stampin' Up! will pay to ship the replacement item back. Items received for exchange after 90 days

from the original shipping date will be charged a 15-percent restocking fee as well as a 10-percent shipping and handling fee.

No exchanges can be made on supply items or incentive sets. Catalog merchandise can only be exchanged for other catalog merchandise, not for supply items. If an item is exchanged for a higher-priced item, the surplus amount does not count toward a demonstrator's sales. Stamps that have been assembled cannot be exchanged.

If a customer or host wishes to exchange or correct an order, they must do so through the demonstrator. Hosts or customers who contact Stampin' Up! will be redirected to the demonstrator who sold the merchandise. In the event that the demonstrator is not available, another demonstrator may be contacted in order to facilitate the transaction.

## Replacement Policy

Stampin' Up! does everything it can to replace defective merchandise as quickly as possible. If a demonstrator or their customers receive defective or damaged merchandise, they should contact Stampin' Up! immediately to initiate an order correction as soon as possible. (See [Product Guarantee Policy](#) for more information.)

## Refund Policy

Other than as provided under the Right to Cancel Policy ([US/CA](#)) and [Repurchase Policy](#), Stampin' Up! does not offer refunds on merchandise that has been shipped to the demonstrator or customer.

## Credit Card/Debit Card Policy

Stampin' Up! only accepts credit or debit cards for which the demonstrator is legally authorized to sign, or which a demonstrator's customer has authorized to be used for an order. A spouse's credit card may be used if the demonstrator is authorized to sign on the account.

## Accepting Credit Cards from Customers

Stampin' Up! has the ability to process credit cards from a demonstrator's customer and will pay the associated merchant fees. This service is available to all active demonstrators.

Stampin' Up! will only process credit cards for product orders. If demonstrators would like to accept credit cards as payment for class or event fees, they can negotiate a credit card program with a local bank or financial services provider in their area. They will be responsible for the fees charged as well as following the stipulated policies and regulations as determined by the service provider. Stampin' Up! cannot be held responsible for the payment of or reimbursement for any of these fees.

Because demonstrators are independent contractors, Stampin' Up! will process customers' credit cards on demonstrators' behalf, but demonstrators are still responsible for the manner in which they handle their customers' credit card information.

In the event of a chargeback on a payment where a customer paid Stampin' Up! directly, their demonstrator will be required to assist Stampin' Up! in disputing the chargeback of any legitimate charge. This may include providing documentation including the signed order forms and/or contacting the customer to resolve the chargeback. If the chargeback is not resolved successfully, the demonstrator may be held liable for the value of the chargeback.

## Using the Form

At the bottom of the Customer Order Form, there is a section for credit card information. If a customer chooses to use a credit card, they must fill out this portion of the order form, and select if the demonstrator is authorized to use the information for their current purchase only, or if they would like it to be stored for future purchases. For proof of order and data security reasons, Stampin' Up! highly recommends that demonstrators save the form showing their authorization, but blackout all but the last four digits of their credit card number.

If demonstrators choose to download their forms instead of purchase them, they must use the additional credit card acceptance form. It is important that demonstrators fill out both portions of the form, one for their records (under the above conditions), and one for their customer's records.

## Storing Credit Card Information

If a customer selects to allow Stampin' Up! to store their credit card information, the demonstrator will be held liable for any charges processed on that card directly through OEX (online or through the contact center). Demonstrators have the responsibility to carefully handle this sensitive information.

To store this information, demonstrators will need to enter the information separately into their customer's profile in OEX, and only one card can be on file at a time. Again, demonstrators will need to maintain the record showing that their customer authorized their information to be stored.

Demonstrators can assure their customers that Stampin' Up! uses industry-certified credit card encryption technology, so if their customers choose to allow the demonstrator to store their information with Stampin' Up!, that information is secure.

## Getting Paid

Submitting credit cards for processing through Stampin' Up! does affect how demonstrators receive their deferred income from an order. If any customer uses a credit card on an order, their demonstrator must submit the entire retail total to Stampin' Up!, instead of keeping 20 percent as the demonstrator would with any other order (or 25 percent for bronze elite and above). Stampin' Up! will remit the demonstrator's 20 or 25 percent deferred income directly into their bank account. Stampin' Up! will process payments weekly; therefore, if the demonstrator submits their order by

Monday at 11:59 PM (MT), their funds will be available in their direct deposit account by the following Friday (barring any holiday in the week, in which case it will be processed on the following business day). If a demonstrator still receives their commission payments by check, their deferred income payments will be made to them in their monthly commission check.

## Demonstrator Payment Profile Policy

All demonstrators are required to create a Demonstrator Payment Profile so they can accept direct deposit from Stampin' Up! for any payments that they may be entitled to. The Demonstrator Payment Profile also allows them to use enhanced credit card payment options and direct debit when they pay for their orders through OEX.

The Demonstrator Payment Profile is only accessible by logging on to the Stampin' Up! website. Demonstrators can view their Demonstrator Payment Profile on the demonstrator website in the drop-down menu under their name in the top-right corner.

Anyone who has a demonstrator's number and password will be able to access their information. Therefore, demonstrators should not give their password to anyone and should change their password frequently.

Demonstrators can create their Demonstrator Payment Profile by following these steps:

1. Log in to the demonstrator website.
2. Go to the Demonstrator Payment Profile in the drop-down menu under your name in the top-right corner.
3. Read the Direct Credit, Direct Deposit, and/or Credit Card Authorization Agreement and select "I agree."

The Authorization Agreement outlines a demonstrator's responsibility to make sure their account information is accurate. In addition, they must agree to use only accounts on which they are the primary or joint account holder. Before agreeing, demonstrators should make sure they understand the terms of the agreement and what their responsibilities are as explained in the agreement.

Demonstrators should not include any payment information on their profile if they are not a bank-authorized signer on the account, nor should they include their payment information on another demonstrator's profile.

Stampin' Up! is not liable for any problems that arise as a result of incorrectly entered account information.

## Security

Demonstrator Payment Profile is designed to keep demonstrators' account information confidential; each demonstrator's account information is accessible only by them and authorized Stampin' Up!

employees. Their checking and savings account numbers and credit card account information will be masked—meaning, only a portion of the account numbers will be visible, even to the demonstrator. Only enough information will be given so that the demonstrator will be able to identify which account is being charged, usually the last four digits of their account number.

## Direct Deposit

Direct deposit enables demonstrators to receive their volume rebate and team commission payment directly into their checking and savings accounts. The payment file containing the commission and volume rebate payment information will be submitted for processing to Stampin' Up!'s bank on the fifth banking day (in the United States) of the month. The actual deposit date of the funds into a demonstrator's bank account is dependent upon their country's banking systems payment timeline. Stampin' Up! only offers payment through direct deposit. If a demonstrator is unable to receive direct deposit payments, they can contact Demonstrator Support.

To sign up for direct deposit, demonstrators should go to their Demonstrator Payment Profile and add their checking or savings account to their profile. They are required to do this before they place their first order.

## Enhanced Credit Card Payment

Demonstrators can store up to three credit cards at a time in their Demonstrator Payment Profile and may use any of them at their discretion to pay for their submitted orders. If a demonstrator doesn't want to charge any of the cards in their profile, they can enter a different credit card number to be charged at the time they place the order.

To begin using enhanced credit card options, demonstrators should go to their Demonstrator Payment Profile and add up to three credit cards. They will need the number and expiration date of each credit card they wish to add.

## Direct Debit/Electronic Check Payment Option

Direct debit or electronic check allows demonstrators to pay for their orders from their checking or savings account. They may add up to two checking and/or savings accounts into their Demonstrator Payment Profile to use when paying online or over the phone.

Stampin' Up! normally initiates the debit to the demonstrator's account the day after they place their order. The demonstrator's financial institution will debit the account according to their normal Automated Clearing House (ACH) processing timeline which may be up to several days after Stampin' Up! initiated the payment request. In the event that a demonstrator's ACH transaction is returned without payment, Stampin' Up! will assess the demonstrator a payment return fee.

To sign up for direct debit or electronic check payment options, demonstrators should go to their Demonstrator Payment Profile and add a checking or savings account to their profile.

### ***Double Check Routing & Account Numbers***

A routing number identifies a specific bank, and an account number identifies an account. If a demonstrator enters just one digit incorrectly in their Demonstrator Payment Profile, their first electronic check will bounce. Stampin' Up! does not check the accuracy of the routing number or account number input for ACH payments. Stampin' Up! relies on demonstrators to input their information accurately. Failure to input accurate information will cause their payment to fail.

## **Trademarks and Copyrights Policy**

### ***Copyrights Definitions***

The following is a list of some of the definitions found in the Trademarks and Copyrights Policy.

- **A COPYRIGHT** is the exclusive legal right to copy, publish, sell, or otherwise profit from written, musical, or artistic material.
- **A TRADEMARK** is a distinctive word, name, logo, or phrase describing or identifying a product that is legally reserved for the exclusive use of the product's owner.
- **A SAMPLE** is an item such as a card, scrapbook page, or three-dimensional project that contains one or more Stampin' Up! image(s).
- **MECHANICAL REPRODUCTION** of an image or sample includes any reproduction method other than hand stamping.

Demonstrators benefit from Stampin' Up!'s protection of its intellectual property. Stampin' Up!'s exclusivity is an important selling point, and the company will take the necessary steps to preserve this advantage for all its demonstrators.

The following items, which constitute the intellectual property of Stampin' Up!, are protected by copyright, trademark, and patent laws:

- Stampin' Up!'s images sold as stamps, stamp sets, and prestamped images.



- Stampin' Up!'s logo and other words, phrases, and logos that are developed by the company to enhance the marketability of Stampin' Up! products.
- Any of the devices and processes comprising certain accessories and methods that may be developed by the company and sold as products.
- Any team and team leader demonstrator lists developed by the company for use in marketing products and properly compensating demonstrators.

No person may use or rely on Stampin' Up!'s name to promote a business or sell any products other than Stampin' Up! products.

## Stampin' Up! Logos

Digital files of the Stampin' Up! logo are available on the demonstrator website. Demonstrators may download and use these logos on selected advertising (see the [Advertising & Internet Activities Policy section](#) for further explanation of these terms). Demonstrators cannot place the logo on any other items or products without the approval of Stampin' Up! Demonstrators may use the logo to create their own business cards, tradeshow banners and booth design, but must receive approval from Stampin' Up! before printing or sharing any of these items.

Demonstrators should use only Stampin' Up!-approved logos. When using the Stampin' Up! logo, demonstrators should make sure that the logo is straight, not tilted. They may reproduce the logo in a solid color that closely represents any of Stampin' Up!'s exclusive colors. Additional guidelines on logo usage, as well as files of approved logos, are available on the demonstrator website under the Print Lab.



## The Direct Selling Association (DSA) Logo

Demonstrators present Stampin' Up! products through different avenues (or to the public), and customers purchase stamps and other products directly through demonstrators. This method of selling directly to the public is known as direct sales. Stampin' Up! is proud to belong to the Washington D.C.-based Direct Selling Association (DSA) and the Direct Sellers Association of Canada, national trade associations of the leading companies that distribute goods and services directly to consumers.



United States



Canada

It is a great benefit to belong to these associations, so Stampin' Up! encourages demonstrators to use the DSA logo on their minor and major advertisements. It is available online in the Print Lab. These logos show that Stampin' Up! is a member of trade associations recognized for their Code of Ethics and goals of ensuring quality, service, and convenience to millions of home shoppers. When using the DSA logo, demonstrators should follow these guidelines:

- Don't change the typeface, turn it sideways, or take the roof off.
- The DSA logo should be of equal height or smaller than the Stampin' Up! logo.
- Don't make the DSA logo more prominent than the Stampin' Up! logo. Only use the logo associated with the country in which they do business.

For further information regarding the DSA, see the [DSA's Code of Ethics and Complaints](#).

### Copyright Notice: Advertising/Contests/Charitable Events

Demonstrators must use the copyright notice when reproducing any images or samples. They must also include the copyright notice when donating any hand-stamped items to a charitable organization (see [Angel Policy](#) for more information) as well as when submitting any artwork to papercrafting or any other publications for contests or to be considered for publication (see [Artwork Contests and Submission of Ideas Policy](#) for more information). In these cases, demonstrators must use the following copyright notice:

Images copyright 1990–[current year] Stampin' Up!®

OR

Images © 1990–[current year] Stampin' Up!®

## Copyright Notice: Internet

When posting projects created using Stampin' Up! artwork on a personal website (see the [Internet/Website Policy](#) for guidelines), demonstrators must provide the appropriate copyright notice.

## Using Stampin' Up!'s Images and Samples

Stampin' Up! has given limited license for mechanical reproduction of its artwork or images, which includes any designs, patterns, instructions, techniques, or processes derived from the artwork or images. A demonstrator or customer may mechanically reproduce any Stampin' Up! image (with the exception of images contained within copyrighted publications) for personal, non-commercial use. See the [Angel Policy](#) for guidelines on selling items containing Stampin' Up! artwork.

Any piece used or displayed in the public domain containing mechanically reproduced images (displayed in a public place, posted online, etc.) must contain the appropriate copyright notice.

Demonstrators may use any image from Stampin' Up! websites for advertising the sale of Stampin' Up! products only. Demonstrators may not use any Stampin' Up! images showing people's faces, generally known as lifestyle photography. See [Use of Stampin' Up! Photography and Graphics for Advertising Policy](#) for more information.

## Copyright of Stampin' Up! Publications

All Stampin' Up! publications are copyrighted by Stampin' Up! and may not be copied without permission. From time to time, these publications will include a notice that specifies those pages of the publication that may be copied. Permission is granted to active demonstrators of the company to copy pages of publications for personal use, such as enlarging patterns, for training purposes (for Stampin' Up! new team members only), and for business purposes. Pages may not be copied for distribution to customers or others without specific permission.

When quoting or photocopying text, accompany it with the following:

Excerpted from [quarter/year] *Stampin' Success* Copyright [year] Stampin' Up!®

## Copyright of Stampin' Up! Flyers

The Stampin' Up! demonstrator website has dozens of flyers, forms, and letters to help demonstrators with their businesses. These may be printed and reproduced without prior approval from Stampin' Up! Demonstrators can resize photography and graphics as long as the photography or image used for advertising does not become skewed, distorted, or of low-quality. (See the [Advertising Stampin' Up! Promotions](#) for further details.)

## Publishing Photos

Stampin' Up!'s legal privacy policy prevents publishing photos of any individuals other than a demonstrator and the demonstrator's immediate family without a photo waiver. When demonstrators submit photos of themselves or members of their family, they grant Stampin' Up! the right to publish those photos. If a demonstrator would like to submit a project with photos of individuals other than immediate family members, they must have those photographed fill out a Release of Artistic Work and/or Photography. This form can found online in the Print Lab. These forms should be included with the submitted projects.

## Angel Policy

Stampin' Up! welcomes artists who would like to use Stampin' Up!'s copyrighted images in their own handmade craftwork and other projects that they produce to sell. Therefore, Stampin' Up! gives permission in the form of a limited license to use any Stampin' Up! images for the purpose of creating items for sale, under the following criteria:

- Handmade craftwork created for sale must be personally and individually created by the selling artist and may not be reproduced or copied in any form by any means, graphic, electronic, or mechanical, including photocopying. Mass production, assembly-line construction, production by workers for hire, or syndication of craftwork for sale is strictly prohibited. Digitally created projects intended for sale must be personally created by the selling artist.
- All of Stampin' Up!'s images are copyrighted, which means that they may not be copied without permission. To help protect the rights granted by these copyrights, all items for sale using Stampin' Up! images must be marked with one of the images from the official Stampin' Up! Limited License stamp sets shown in the catalog.
- There are no quantity limits on handmade, for-sale craftworks that abide by restrictions as stated in this policy. Demonstrators may only sell 150 total individual items per calendar year of printed items digitally created containing Stampin' Up! images unless other permission has been requested and granted. Calendars, cards, photobooks, or other digitally created projects apply to this limit.
- Completed, handmade, or digitally created (printed) projects may be sold at competitive and non-competitive permanent retail locations, as well as temporary craft events, community fundraisers, and over the internet. In selling handmade or digitally created projects, the seller must make it clear that the items are handmade or personally created by the seller, and not a product of the company. The seller may indicate that the supplies used are from Stampin' Up!, but the Stampin' Up! logo may not be used in any way for the sole purpose of promoting the sale of handmade or digitally created projects.

- Demonstrators may not use Stampin' Up! images for the purpose of creating logos or company trademarks. Individual stamped images must be part of a larger, finished product to be sold.
- Digital files of any type containing Stampin' Up! images may not be sold under any condition.
- Persons creating handmade or digitally created (printed) items for sale are responsible for complying with any state and local business and tax regulations.
- Persons participating in this Angel Policy assume all liability for suitability of their work and agree to indemnify Stampin' Up! from disputes arising from their work.
- Stampin' Up! is a Utah corporation. The laws of the State of Utah govern the policy. The state and federal courts for Salt Lake County, Utah, USA, will have exclusive jurisdiction over any proceeding arising from this policy and Salt Lake County, Utah, shall be the exclusive venue. Any failure by Stampin' Up! to enforce any of its rights will not constitute a waiver of such rights.

## Advertising & Internet Activities Policy

Stampin' Up! regularly participates in advertising efforts in order to promote and create opportunities for demonstrators. Stampin' Up! reserves the right to conduct any national or international advertising or promotions both online and offline.

Demonstrators may also participate in advertising and promotions efforts for their own businesses, but must adhere to the criteria as detailed below.

If a demonstrator has any question regarding offline or online advertising and marketing efforts, they should contact Demonstrator Support prior to beginning a campaign. To obtain preapproval, the demonstrator should fax, mail, or email the request to Stampin' Up! Demonstrator Support, label the request as advertising approval request, and send the following with the request:

- A copy of the final ad, script, or article
- The name of the publication, broadcasting company, or website that will run the piece and its contact information
- The expected date of publication or broadcast

The demonstrator should include their personal contact information and allow five business days for Stampin' Up! to review and approve submitted advertising requests and to respond.

With any advertising efforts, the demonstrator may list only their contact information (name, phone number, email, and website) without preapproval. Inclusion of any additional text, the Stampin' Up! logo, or any Stampin' Up! artwork in such an advertisement must be preapproved by Stampin' Up! before broadcast or publication. Demonstrators are also responsible to obtain proper approval from local entities as applicable for each type of advertising.

Advertising that requires approval by Stampin' Up! consists of, but is not limited to the following:

- Newspapers, magazines, event brochures, signage, or telephone listings
- Television and/or radio ads
- Commercial door-to-door (mass distribution)
- Banners, pamphlets, brochures, or other advertising to be used in tradeshows

## Offline Advertising

Demonstrators should plan for sufficient time to prepare the material, receive approval from Stampin' Up!, make any necessary changes, submit a final copy, and have the material ready for posting, publication, distribution, or broadcast. Stampin' Up! cannot be held liable if material is not received in sufficient time to complete the approval process by the demonstrator's deadline. Non-response does not constitute acceptance.

Demonstrators should use these guidelines as they prepare advertising materials:

- If the Stampin' Up! logo is used, the demonstrator needs to follow the Stampin' Up! logo usage guidelines. This includes but is not limited to business cards, punch cards, banners, and display signs. (See [Stampin' Up! Logos](#) located in the Print Lab for more information.)
- Any materials including the logo must first be approved by Demonstrator Support.
- If a demonstrator is using a company name, they must own that name.
- All materials should be professional in appearance and in the messages communicated.

Demonstrators should refer to [Public Relations Policy](#) if contacted regarding participating in an interview or broadcast concerning Stampin' Up!

Though demonstrators may not sell products in permanent retail locations (see [Selling in a Permanent Retail Location Policy](#) for more detail), they may advertise in those locations.

Demonstrators must make sure to obtain permission from store management before leaving flyers, business cards, brochures, or catalogs in waiting rooms, on counters, or on bulletin boards.

When demonstrators proactively engage in advertising, they must accurately represent their role as an independent demonstrator in all written and oral communication. Demonstrators may not represent themselves as employees or agents of Stampin' Up! They must always refer to themselves as an independent Stampin' Up! demonstrator. They need to make sure ads do not make any claims to income and do not imply any of the following:

- They are an employee or agent of Stampin' Up! or that their personal business is part of corporate Stampin' Up! They must not use their demonstrator title in a way that may lead customers to believe it is an employee title.
- They have exclusive rights to a territory.

Stampin' Up! is a mail-order catalog company. From time to time, Stampin' Up! may ask demonstrators to represent the company in advertising initiatives. In this case, demonstrators should present themselves as representatives of Stampin' Up! and should refrain from promoting their own personal businesses. (For example, if a television station asks to place a link on their

website, it should be to the Stampin' Up! company website and not a demonstrator's personal website.)

## Online Advertising & Activity

Stampin' Up! allows demonstrators to utilize online resources such as social media, blogging, YouTube, and other such platforms for activities such as posting about Stampin' Up! products and opportunities, links to DBWS, instructional or informational videos, etc. However, demonstrators may not participate in any paid web advertising including, but not limited to the following:

- Banner ads, pay-per-click ads, search engine marketing, affiliate linking programs, sponsored links, social ads, etc.
- Email spamming (unsolicited emails to promote Stampin' Up! for people who have not opted in). This includes the purchasing of email lists or acquiring email contact lists from outside sources.
- Spam linking or spamdexing

Demonstrators may email recipients or subscribers who have previously opted-in for communications, or who have initiated requests to be included in bulk emails or newsletters. Demonstrators are expected to respect and honor requests from those wishing to opt out of communication in a timely and professional manner. Stampin' Up! advises demonstrators to only use reputable services if contacting customers via mass email.

## Advertising Stampin' Up! Promotions

Stampin' Up! promotions are utilized to draw attention to certain products and increase sales revenue for both demonstrators and the company. Stampin' Up!'s regular promotions include but are not limited to the following:

- **Sale-A-Bration:** A sales event typically held for a determined amount of time, where customers and demonstrators may earn exclusive, limited-availability products based on their purchases. Demonstrators may earn additional rewards based on their sales and team building during the promotion. All rewards are subject to change on a rotating basis.
- **Catalog Premier:** Catalogs, catalog images, and catalog products are typically released to demonstrators shortly before being made available for customers. This period is known as catalog premier and follows strict promotion guidelines that will be made known to demonstrators with each catalog launch.
- **Preorder:** the point in time when the company allows demonstrators to order the product prior to a formal release date, when the product is available for order and delivery in the normal course of business. Similar to a reservation period.

Demonstrators are allowed to advertise Stampin' Up! promotions to their customers before the promotions begin via blogs, flyers, email, and other media. Because Stampin' Up! promotions vary, demonstrators must follow these guidelines as they advertise:

- For promotions with a preorder period, demonstrators can begin announcing the promotion to their customers when the preorder begins.
- For promotions without a preorder period, demonstrators can begin promoting the promotion one month prior to the start date of the promotion. If the announcement comes less than one month prior to the promotion, demonstrators can begin promoting it immediately.
- For annual promotions such as the retired list or Sale-A-Bration, demonstrators can begin advertising these promotions and sharing the dates of the promotion with their customers once they know the scheduled dates as announced on the demonstrator website. However, demonstrators should wait to show samples and product until the preorder for the promotion has begun.
- If a promotion is unveiled at a Stampin' Up! event, demonstrators may begin sharing information, samples, and product once the spoiler restriction has been lifted, unless told otherwise at the event.

Occasionally certain promotions may include specific instructions and guidelines regarding advertising. Such exceptions will be made known to demonstrators via the demonstrator website. Demonstrators are expected to be aware of and follow non-typical promotion guidelines as they arise.

### Use of Stampin' Up! Photography and Graphics for Advertising Policy

Demonstrators may copy Stampin' Up! graphics and photography from Stampin' Up! websites for use in their personal ads, flyers, and websites for advertising purposes. This permission does not extend to electronic files of Stampin' Up!'s copyrighted publications, such as catalogs or magazines. If Stampin' Up! uses an image to promote a special, opportunity, or products available to the public, a demonstrator can use that image to advertise the special, opportunity, or products as well. For images containing products not yet released to the public, but available for demonstrator preview, the guidelines for posting images of demonstrator preview products must be followed (see [the Internet/Website Policy](#)), unless Stampin' Up! specifically gives permission to use those images. Stampin' Up! grants active demonstrators limited license to use these copyrighted images for the limited purpose of promoting the sale of Stampin' Up! products.

When using Stampin' Up! graphics and photography in advertising:

- Demonstrators can resize photography and graphics as long as the photography or image used for advertising does not become skewed, distorted, or of low-quality.
- Demonstrators must follow the [Advertising Stampin' Up! Promotions](#) policy when using photos or graphics from a Stampin' Up! special, opportunity, or product.
- Demonstrators must include the Stampin' Up! copyright notice when they use Stampin' Up! photography and graphics. Make sure the copyright notice appears like this:  
Images © [Year] Stampin' Up!®



- Due to contractual limitations of photography including models and faces, demonstrators may not use any Stampin' Up! images showing people's faces, generally known as lifestyle photography.

## Promoting Catalog and New Product Releases

- Demonstrators can start sharing the physical copy of the catalog (showing it in person, distributing it, and so forth) once the preorder time begins. When Stampin' Up! provides a catalog to a select group of people earlier than the preorder date (such as a catalog premiere), demonstrators can begin sharing or showing the physical catalog once they receive it without waiting for the preorder time, unless they are told otherwise.
- Demonstrators CANNOT post the catalog online until Stampin' Up! has released the catalog online to the public. Currently, this is the date the catalog goes live for customers. (Demonstrators can take a photo of the catalog cover or one of themselves showing a closed catalog and post them online.)
- Demonstrators cannot collect money for purchases or deliveries of catalogs earlier than what is specified in the IDA for any orders, which currently is 7 days.
- Demonstrators can share or show physical products (not just samples) from an upcoming catalog once the preorder begins for those items. If the item is shown at a Stampin' Up! event, demonstrators can also share or show physical products unless told otherwise. This applies to showing it in person OR online. However, Stampin' Up! recommends that demonstrators use judgment in choosing to show products to their customers before their customers can actually purchase. Showing products always builds excitement and if customers cannot immediately purchase the products, that excitement may be gone when they can purchase. Stampin' Up! encourages demonstrators to focus on current products to generate sales. If demonstrators choose to show new products early, they should make sure to also spend time promoting items that their customers can buy right away.

## Personal Promotional Resources

Personal business items (not for resale) that a demonstrator may wish to produce using the Stampin' Up! logo, images, or artwork must be approved through Stampin' Up! Demonstrators may produce business cards or stationery that refer to themselves as a Stampin' Up! Independent Demonstrator without obtaining approval **if they do not include the Stampin' Up! logo**. Aside from products offered from time-to-time by Stampin' Up!, the Stampin' Up! logo or name may not be used on business checks, credit card receipts, or any other financial document. Demonstrators may purchase generic checks and handstamp them to generate interest in their business. Demonstrators may not reproduce any promotional resources that Stampin' Up! produces.

## Company Name

When using “Stampin’ Up!” in a sentence, copyright statement, written document, or advertisement, demonstrators should follow these guidelines:

- Stampin’ Up! may be printed in either all caps (STAMPIN’ UP!) or initial caps (Stampin’ Up!).
- Use an apostrophe after Stampin’.
- Add an exclamation mark after Up!
- Add the superscripted registered trademark symbol (®) after the exclamation mark the first time the name is used on any page or wherever it is visually conspicuous (Stampin’ Up!®).

See [Trademarks and Copyrights Policy](#) for guidelines on the proper use of logos.

## Coupons and Gift Certificates

If a demonstrator uses a coupon, gift certificate, or anything similar to promote incentives or other Stampin’ Up! activities, they must clearly identify that the demonstrator, not Stampin’ Up!, is offering the incentive.

## Telephone Listings

Demonstrators may obtain a listing in a telephone directory under “independent Stampin’ Up! demonstrator” followed by the demonstrator’s name. If the telephone directory prohibits the use of grammatical marks—such as the apostrophe or exclamation mark in “Stampin’ Up!”—it is permissible to publish the listing without these marks.

## Public Relations Policy

Occasionally, representatives of the media may be interested in speaking with a demonstrator or attending a workshop. In this case, a public relations representative from Stampin’ Up! will contact a demonstrator in the appropriate area and will offer media coaching for the demonstrator.

If a member of the press contacts a demonstrator directly, they should make sure the media representative is informed they are an independent demonstrator and that they are not a spokesperson for the company.

The public relations department is a great resource to help demonstrators prepare for a media interview. A trained publicist will walk demonstrators through the process and provide them with interviewing techniques that will allow them to maximize their time with the reporter. This will result in an effective interview, which can help demonstrators build their business and complements the company’s international public relations efforts.

Demonstrators should allow 10 business days’ notice when they request public relations coaching. Because media is always working on a deadline, Stampin’ Up! suggests that demonstrators call

Demonstrator Support as soon as they are contacted and ask to speak with someone in the public relations department.

## Selling in a Permanent Retail Location Policy

A permanent retail location is any location that conducts business in a store, consignment shop, kiosk, mall, market, or internet site other than a Stampin' Up!-sponsored website.

Any such location that sells products used for papercrafting is considered a competitive permanent retail location. Demonstrators may not conduct sales in a competitive permanent retail location, except as allowed herein:

- Demonstrators may conduct a nonhost event at a competitive permanent retail location. They may also participate in temporary commercial events there.
- Demonstrators may sell handcrafted items on a limited basis at competitive retail locations as allowed under the [Angel Policy](#)
- Although any internet site (other than a DBWS) is considered a permanent retail location, certain current merchandise may be sold on a personal website or blog as allowed in the Cash-and-Carry Sales policy (see the [Cash-and-Carry Sales Policy](#) for further information).

Any location that conducts business in a permanent retail location that does not sell products used in papercrafting is considered a noncompetitive permanent retail location. Demonstrators may participate at events in such locations so long as they follow the rules established by the host location.

Observing this practice ensures that customers will look to demonstrators for their papercrafting needs rather than going to a retail location.

## Temporary Commercial Events

Temporary public events are those events organized in whole or in part to provide opportunities to show products and take orders from the public such as fairs, trade shows, or conventions. Stampin' Up! reserves the right to participate in such public events. If Stampin' Up! chooses to participate in the event, demonstrator participation will be evaluated on a case-by-case basis.

Demonstrators may not advertise for a public event in which they do not plan to participate.

If a demonstrator participates in such a public event, Stampin' Up! wants them to represent the company in a professional manner. Logo displays and banners may be printed through any vendor, but require prior approval by Stampin' Up! (See more information in the [Advertising & Internet Activities Policy](#) and in the [Stampin' Up! Logos Policy](#).)

## Teaching Events

Demonstrators may find opportunities to teach stamping in their communities either for free or for a fee. They may, if permitted by the store management, hand out Stampin' Up! business cards.

If the classes are held in a nonretail or noncompetitive retail location, demonstrators must know and follow the rules established by the host location. In such locations, demonstrators may use current catalog Stampin' Up! products in their presentations and may engage in promotion and sales activities as permitted by the host.

## Continual Discounting Policy

Stampin' Up! strongly discourages a demonstrator's practice of continual or permanent discounting of Stampin' Up! products. As independent contractors, demonstrators can determine the prices of the products they offer. However, permanently discounting Stampin' Up! products can seriously affect the businesses of other demonstrators. In addition, these continual discounts can reduce the value of Stampin' Up! products in the eyes of Stampin' Up! customers.

Demonstrators who choose to offer continual discounts will not be eligible to receive any achievement, bonus, recognition, or other incentives. Demonstrators who earn these achievements may be asked to acknowledge that they do not engage in continual discounting practices and that they do not discount the Starter Kit except at times of official Stampin' Up! Starter Kit promotions. Any demonstrator who the Compliance Department finds to have violated this rule will not be eligible for any Stampin' Up! achievement for a minimum of the remainder of the current Stampin' Up! year (though they will continue to receive all commissions and team commission they'll earn through their sales).

## Cash-and-Carry Sales Policy

Cash-and-carry sales are defined as those circumstances where customers purchase an item and take it with them without using the established Stampin' Up! order-fulfillment process. The Stampin' Up! Independent Demonstrator Agreement only allows this practice under limited circumstances, otherwise strictly prohibits demonstrators from engaging in cash-and-carry sales.

Cash-and-Carry sales are discouraged for the following reasons:

- There are substantial financial risks associated with stockpiling inventory that may become obsolete, discontinued, or unable to be sold.
- Demonstrators may be subject to zoning, reporting, and tax laws. Such laws can be complicated and demonstrators may find themselves unwittingly violating them. Even with allowed cash-and-carry items, demonstrators should not carry inventory to the point of being considered an in-home or retail store.

- Stockpiling inventory can potentially cause financial stress on a demonstrator if the inventory is not sold in a timely manner.
- The Stampin' Up! product line is so broad that it is difficult to stock sufficient inventory to satisfy any particular consumer. In addition, the inventory restocking fee and the 90-day exchange policy limit a demonstrator's ability to dispose of inventory. Stampin' Up! has made limited exceptions to this Cash-and-Carry prohibition: See the [Allowed Cash-and-Carry Merchandise](#) section below for a description of these exceptions.
- Demonstrators will need to be aware of any impact to a host when they sell items in a cash-and-carry manner. Demonstrators should not significantly impact their host's Stampin' Rewards by selling items outside of the established ordering system.

### Allowed Cash-and-Carry Merchandise

Stampin' Up! does allow the practice of selling merchandise on-hand under the following circumstances: adhesives, certain Stampin' Up!-produced kits (identified kits will be posted on the demonstrator website), demonstrator-produced kits, catalogs, and discontinued merchandise. Current merchandise (adhesives and kits containing current products) may only be sold at in-person events, on a DBWS, or a personal blog or website. Sales of current products on internet auction or consignment sites (such as eBay or Etsy) are still prohibited.

Also, the company may from time to time—subject to applicable local laws and ordinances—engage in a temporary promotion of a high-demand product (usually around the time of its initial release) which may cause it to sell out very rapidly and thus, not putting the demonstrator in a position of stock piling or accumulation of inventory. Such events are rare and not considered to be the norm upon the release of new or existing product.

Demonstrators should keep in mind that, in order to protect themselves from any significant financial burden, as a general rule they should sell at least 70 percent of any merchandise intended for resale before placing another order for products for resale. Demonstrators should be aware of Stampin' Up!'s [Repurchase Policy](#) when planning any cash-and-carry sales.

### Adhesives

Stampin' Up! realizes that in many circumstances, it is convenient for the customer if the demonstrator has a stock of various adhesives on-hand for sale when completing projects. Therefore, demonstrators may sell any adhesives from the catalog on a cash-and-carry basis.

### Stampin' Up!-Produced Kits

Stampin' Up! produces a monthly line of kits available by membership called Paper Pumpkin. Those kits may be sold in a cash-and-carry manner once the kit is considered retired. A Paper Pumpkin kit is retired one month after the subscription period for that kit has expired. Also, from time to time

Stampin' Up! may release other special kits that may qualify for the cash-and-carry exception. As these kits are announced, Stampin' Up! will clearly state when they qualify for the exception.

### Demonstrator-Produced Kits

If a demonstrator is creating project kits—whether they be card kits or any other project kit—they should be careful to avoid purchasing more merchandise than needed for the kits and causing a stockpile of merchandise.

In addition, demonstrators should make sure they follow these guidelines as they build their kits:

- Kit contents must be consumable; they cannot include stamp sets, full-size ink pads, Stampin' Spots, or any products that, if not sold, could be returned to Stampin' Up!
- Kit contents cannot contain Stampin' Up! products in original packaging.
- Kit contents, such as cardstock or paper, cannot include any pre-stamped Stampin' Up! images.

Demonstrators should keep in mind that once they purchase Stampin' Up! products and create their own packaged kit with those products, they have created their own product in a sense, and the products are no longer Stampin' Up! products. As a result, demonstrators cannot return those items to Stampin' Up! for a refund or exchange under any circumstances.

### Kits

- **What are they?**  
A kit is a collection of products packaged together to create a specific project, such as for a stamp camp or class.
- **Are they allowed?**  
Yes, as long as the contents of the kit follow the Cash-and-Carry Policy on kits: contents should be made up of Stampin' Up! products (with the exception of generic products such as frames), must be consumable (no stamp sets, markers, ink pads, Stampin' Spots, etc.), should not be in original Stampin' Up! packaging, and cannot contain prestamped images. If the kit is for a class, where you collect registration fees in advance, you may include a stamp set (or other products) in the price of your fee and order them in advance to be delivered at the class.
- **Can they be sold on blogs or personal websites using a buy now button?**  
As long as the kit follows the cash-and-carry kits policy, it may be sold on a personal website. Any non-consumable products, such as stamp sets or ink pads, may not be sold directly from a blog or personal website. For example, if customers are paying for a specific class on your blog, you may sell the corresponding kit for the class on your blog, as long as the kit contains only consumable products. You could not add a stamp set for purchase on your blog, even if it corresponds with the kit or class. You could, however, advertise the stamp set on your blog

and either have customers buy it through your DBWS, or have them contact you to purchase the set.

### *Product Shares*

- **What are they?**

A product share is where multiple people contribute money to an order, and then split up and share the products in that order, specifically products that are typically sold in a package. For example, a product share could include paper, buttons, or ribbon, and the people participating in the share would receive pieces of each product. Any compilation of products packaged together for reuse, without a specific project in mind, is considered a product share. Product shares cannot include stamped images, die-cut or punched shapes, or components embossed by the demonstrator.

- **Are they allowed?**

Yes, but they should be conducted in a manner that allows the demonstrator to collect the money, place the order through the regular order fulfillment process, then divide the products up among the participants in the share. Demonstrators should not keep product on-hand to sell in product shares, as this is a violation of our Cash & Carry Policy.

- **Can they be sold on blogs or personal websites using a buy now button?**

Demonstrators may advertise a product share online, but customers should not be able to purchase their portion of the share directly from your site. Buy now buttons or shopping carts are not allowed on personal websites for the purchase of current products, including product shares (with exceptions as described below).

### *Product Samplers*

- **What are they?**

A product sampler is a compiled sample of products, such as ribbon, paper, punch templates, die cuts, etc. The sampler is a completed project designed to assist others in making purchase decisions or demonstrating products. Product samplers are not designed for the sample pieces to be used on projects.

- **Are they allowed?**

The Angel Policy allows anyone to sell completed projects using Stampin' Up! products, and a sampler is currently considered a finished project. As such, the included products should consist of only one sample of each product (or color or size) and should not be of such a size or length as to be reusable.

- **Can they be sold on blogs or personal websites using a buy now button?**

Yes, finished projects may be sold on personal websites using buy now buttons as long as they follow the Angel Policy.

## Selling Products for Online Classes

Demonstrators may sell products compiled for a class on their website, but they must follow the Demonstrator-Produced Kits policy. In order to use a buy now button (or any other method of taking immediate payment), the products being sold must all be consumable and may not include any non-consumable products such as stamp sets, ink pads, etc.

Advertising non-consumable items as “free” with the purchase of the kit or class is considered the same as selling them.

If there are non-consumable products needed to complete the project associated with the class, these items cannot be sold with a buy now button. Demonstrators may include a “contact me” option as a way to gather orders, but there must not be a method to pay for non-consumable items directly through a demonstrator’s website.

This policy is in place for personal websites, web pages, social media pages, or any newsletter that resides on a web page.

### Related Policies

Review the following policies in the *Demonstrator Policies* document to help you if you choose to participate in these activities:

- [Angel Policy](#)
- [Cash-and-Carry Policy](#)
- [Internet/Website Policy](#)

### Buy Now vs. Contact Me

- **What’s the difference between a buy now button and a contact me form?**  
A buy now button or a shopping cart (or any other similar option) requires a customer to pay for the products they are purchasing directly on your website. There are limitations of what can be sold using buy now buttons or shopping carts. See below.

A contact me form allows the customer to tell you everything they would like to order without paying for it directly on the site. Then you, as their demonstrator can contact them to receive payment and place the order through the proper ordering system. These are permitted on demonstrator websites.

- **When is a buy now button or shopping cart (or any other form of taking immediate payment) appropriate on a personal website?**  
Demonstrators may currently include an option to purchase directly from their website for:
  - Tutorials for projects or classes (cannot include products with the online purchase)
  - Kits and adhesives that meet the specified criteria stated under the [Cash-and-Carry Sales Policy](#)
  - Samplers and completed projects as allowed under the [Angel Policy](#)



- Current catalogs

Demonstrators should not sell Stampin' Up! products in any other manner directly from their website. Buttons that link directly to a demonstrator's online store may be used to advertise Stampin' Up! products.

### Catalogs and Discontinued Merchandise

Catalogs are an ideal item to have on-hand at all times, and demonstrators may want to be prepared to sell this valuable tool whenever the opportunity may arise.

Discontinued merchandise may be sold at stamp camps, open houses, community fundraisers, seasonal boutiques or bazaars, or over the internet. Discontinued merchandise may not be sold at workshops or other host events, where offering these items for sale may hurt the host's potential for rewards. Selling discontinued merchandise can be a convenient way to deplete stock of merchandise that is not current, but consistently doing so can potentially harm sales and overall business.

If demonstrators choose to sell catalogs or discontinued merchandise via any sales format outside of Stampin' Up!'s established order fulfillment system, they are liable for any sales, use, or income taxes on these sales. Demonstrators should consult their tax advisor for information on tax laws for which they will be responsible.

### Internet/Website Policy

Stampin' Up! provides Demonstrator Business Web Services (DBWS) as an easy and professional way to have a presence on the web. If demonstrators choose to create their own personal website or blog, they must follow the outlined guidelines:

- Demonstrators may post any Stampin' Up! images on their websites but must use the appropriate Stampin' Up! copyright notice. In addition, all trademarked product names must carry the appropriate trademark (™) and registered trademark (®) designations.
- Reproduction in entirety or in part of the *Demonstrator Policies* document, Compensation Plan document, Demonstrator Handbook, or other Stampin' Up! publications is prohibited. Providing detailed information regarding the information found in these publications is also prohibited. Demonstrators are permitted to share highlights of this information, but are encouraged to refrain from posting detailed information on the internet. Rather, such information should be reserved for one-on-one discussions with interested parties. Demonstrators may post material from Stampin' Up! publications on their password-protected team training websites.
- Demonstrators may not post files, or links to files, of material such as catalogs or brochures contained solely on the demonstrator website or Stampin' Connection intended for

demonstrator preview, or use on any public website. Unless specific photography is provided for promotional use, any images included in copyrighted publications such as catalogs, seasonal catalogs, or brochures may not be copied and distributed.

- Demonstrators CANNOT post catalogs online until Stampin' Up! has released the catalog online to the public. Currently, this is the date the catalog goes live for customers. (Demonstrators can take a photo of the catalog cover or one of themselves showing a closed catalog and post them online.) If a demonstrator posts part of a catalog online after it has been released, they must note what catalog, year, and page number is shown as well as state that all images are copyrighted by Stampin' Up!
- Demonstrators can share or show physical products (not just samples) from an upcoming catalog once the preorder begins for those items. If the item is shown at a Stampin' Up! event, demonstrators can also share or show physical products unless told otherwise. This applies to showing it in person OR online. However, Stampin' Up! recommends that demonstrators use judgment in choosing to show products to their customers before their customers can actually purchase. Showing products always builds excitement and if customers cannot immediately purchase the product, that excitement may be gone when they can purchase. Stampin' Up! encourages demonstrators to focus on current products to generate sales. If demonstrators choose to show new products early, they should make sure to also spend time promoting items that their customers can buy right away.
- A demonstrator is free to share news, information, or anything else they have learned at a Stampin' Up! event on their blog, personal website, email, through personal conversation, and so forth—unless Stampin' Up! expressly says that they cannot share the information. If Stampin' Up! says that a demonstrator cannot share news, information, or anything else they have learned at an event, a demonstrator cannot share this information with anyone or any group of people outside the event. This includes, but is not limited to, blogs, personal websites, chat rooms, email, personal communication, newsletters, phone conversations, and so forth.
- Demonstrators may not sell or receive direct compensation for promoting competitive products (decorative stamps in any form, stamp art accessories, and papercrafting products) using any electronic medium, including blogs, websites, social media, or email.
- Demonstrators may not sell Stampin' Up! products directly from their personal sites or social media websites (with the exception of those products allowed under the [Cash-and-Carry Sales policy](#)), but must direct customers to their DBWS for online ordering.

A demonstrator must indicate on their Demonstrator Business Web Services (DBWS), personal blog, website, or other internet medium that its content is their sole responsibility as an independent Stampin' Up! demonstrator and the use of and content of the classes, services, or products offered on the DBWS, personal blog, website, or other internet medium is not endorsed by Stampin' Up!

## Internet Retail and Auction Sites

Demonstrators are not permitted to sell current Stampin' Up! merchandise on any internet retail sites (such as Amazon) auction sites (such as eBay®). Stampin' Up! also considers it a violation to knowingly provide products to any person for the sole purpose of resale on auction sites. Doing so seriously undermines the viability of every demonstrator's business and Stampin' Up!'s business model. Demonstratorships in violation of this policy may be terminated.

Demonstrators may participate in internet retail or auction sites within the following limits:

- Demonstrators may sell discontinued Stampin' Up! products. They may display a picture of the stamp set or accessory.
- Demonstrators may sell logo merchandise as long as the item description states that it is a Stampin' Up! product. A picture of the merchandise may be displayed as well. (Items purchased at Stampin' Up! sponsored events may not be resold for a year after the event.)
- Demonstrators may sell outdated magazines (older than one year) and original catalogs and may display pictures of the literature's cover. Demonstrators may not sell current Stampin' Up! publications of any type—except the current catalog. Demonstrators may not sell reproduced copies of any publication, current or outdated.
- Demonstrators may not sell current products, new or used, including products obtained through prepurchase opportunities. This includes items repackaged into project kits. Items in Stampin' Up! catalogs are considered current until they have been officially retired (all retired items are announced before the end of a catalog period).
- Demonstrators may sell all items once they are considered officially retired as defined here:
  - **Annual catalog items** that are not carried over into another catalog are considered retired on the day after the catalog sales period ends.
  - **Seasonal catalog and Sale-A-Bration products** that are not carried over into another catalog are considered retired on the day after Sale-A-Bration or that seasonal catalog sales period ends.
  - **Web-only products** are considered retired one year from the date they were last available.
- Demonstrators may not sell retired merchandise across international borders.

At a Glance: Retired Merchandise		
Product	How long is it current?	When may it be sold online, at open houses, etc.?
Annual catalog products	During the catalog sales period.	Once it retires. If it is on the retired list and will be discontinued on a certain date, it may be sold beginning the same date.

Seasonal catalog and Sale-A-Bration products	During the catalog sales period.	Once it retires. Unless the item is available in the next catalog or as an online-only item, Sale-A-Bration and seasonal catalog items retire the day after the sales period ends for catalog in which they are offered.
Non-catalog, promotional, or web-only products	One year from the last date it was available for purchase.	One year from the last date it was available for purchase (unless it appears in a subsequent catalog).
<i>Stampin' Success</i> Magazines	For one year from the month of publication.	After one year from the month of publication.
Logo merchandise		May be sold, but must be clearly listed as Stampin' Up! logo merchandise
Stampin' Up! event items	For one year after the date of the event.	One year after the date of the event unless it has been placed on a supply list or is offered in any other way.

**Other Internet Activity**

Demonstrators may not provide potential new team members or customers with the password or other access to any section of the demonstrator website, including Order Entry Express (OEX).

Demonstrators may not register a personal website, business website, social media site, or have an email address using the name “Stampin’ Up!” or any other Stampin’ Up! registered trademark, name, or tagline, or anything deceptively similar. Individuals who become aware of a website or other internet activity that violates Stampin’ Up!’s internet policy should contact Stampin’ Up!. Please provide the full address and/or auction site number and a detailed description of the violation.

**Artwork Contests and Submission of Ideas Policy**

Periodically, Stampin’ Up! sponsors contests where demonstrators may submit original hand-stamped projects. Complete requirements for submitting entries are printed with each contest announcement.

Demonstrators must submit original stamped samples of cards and other projects that do not utilize photographs to such contests. Scrapbook pages with photographs can be color copies. The artist’s name, demonstrator number, contest category name, and a list of Stampin’ Supplies (stamp set name(s), types and colors of papers, cardstock, markers, pens and pads, and any accessories and/or tools used to make the project) must be permanently attached to the submission. Stamps and accessories used must be in the current catalog.

Demonstrators may receive compensation for winning a Stampin' Up!-sponsored contest (as defined in the contest guidelines) or for having their artwork published in a Stampin' Up! publication. Demonstrator Support will contact contest winners and other published demonstrators.

Stampin' Up! may post some of the artwork it receives on the demonstrator website. Demonstrators will not be compensated for artwork that is posted on the demonstrator website.

When artwork is submitted to Stampin' Up!, it becomes the company's intellectual property. Demonstrators may copy art from the demonstrator website to their personal website. However, demonstrators should not copy art from someone else's personal website without permission. Stampin' Up! reserves the right to change the payment program at any time.

## Online Ordering Policy

Stampin' Up! provides an Online Ordering tool for customers to purchase Stampin' Up! products from their demonstrators through the demonstrator's Demonstrator Business Web Services (DBWS) site or from [www.stampinup.com](http://www.stampinup.com). Demonstrators who have a DBWS will automatically be provided this feature on their websites. (Stampin' Up! calls the DBWS version of Online Ordering the demonstrator's Online Store.)

When customers shop from their demonstrator's DBWS store, the demonstrator will receive their regular 20 percent (or 25 percent for bronze elite and above) commission on the net sales (total purchase price, not including tax, shipping, and handling) of the order as deferred income. (See [Getting Paid](#) for more information.)

When customers shop from [www.stampinup.com](http://www.stampinup.com), they must choose to associate their order with a demonstrator. Customers will find and associate their order with a demonstrator either through the Demonstrator Directory or Demonstrator Locator. Demonstrators must opt in to the referral program to be listed on the Demonstrator Directory or Demonstrator Locator. Only demonstrators who have a DBWS will be listed in the Demonstrator Locator, while all demonstrators who opt in will be listed on the Demonstrator Directory. (See the [Referrals Policy](#) for more information.)

When a customer places an online order, their contact information will be displayed for the demonstrator with their order information. Their selected demonstrator may only communicate with them about their orders. If a demonstrator desires to include those customers in any future marketing outreach, the demonstrator must get permission from the customer PRIOR TO including them and there must be an option for them to unsubscribe from any and all mailing lists. The demonstrator must comply with the customer's wishes.

## Referrals Policy

Stampin' Up! often receives requests from customers wanting more information about how to purchase products, asking Stampin' Up! to refer them to a demonstrator, or requesting a catalog or seasonal catalog. When potential team members or customers visit [www.stampinup.com](http://www.stampinup.com), Stampin' Up! offers the Demonstrator Finder, which provides these two options for them to find a demonstrator:

- Demonstrator Locator
- Demonstrator Directory

### Demonstrator Locator Option

If a customer does not have a demonstrator and wants to find one in their own area, they can enter their address, city, and other information in the Demonstrator Locator. The Demonstrator Locator then displays the contact information, such as name, address, telephone number, and so forth, for ten demonstrators in their area. Only active demonstrators who have an activated DBWS and opt in (give permission to be listed) are listed in the Demonstrator Locator. (A demonstrator can opt in to be part of the Demonstrator Locator on the demonstrator website.)

### Demonstrator Directory Option

If a customer wants to find a specific demonstrator and knows the demonstrator's name (or part of their name) or the city or state where they live, the customer can enter this information in the Demonstrator Directory and search to find their demonstrator. The Demonstrator Directory is much like a phone directory. All active demonstrators who opt in are part of the Demonstrator Directory. (A demonstrator opts in to be part of the Demonstrator Directory on the demonstrator website.) A demonstrator does not need to have a Demonstrator Business Web Services (DBWS) site in order to be listed on the Demonstrator Directory.

## Enforcement of Company Policies Policy

Stampin' Up! reserves the right to enforce its policies as explained in the *Demonstrator Policies* document and other Stampin' Up! publications (including the Stampin' Up! website). Additionally, changes to existing policies as published by Stampin' Up! are enforceable according to the following guidelines. Demonstrators have the right to appeal the company's decision as explained herein.

### Informal Resolution Process

In most situations, concerns or disputes about possible violations of the Independent Demonstrator Agreement, the *Demonstrator Policies* document, or any other published policy of the company will be handled initially on an informal basis by the Stampin' Up! compliance department. This

department, assisted by selected members of the Stampin' Up! management staff (collectively the Compliance Committee), is responsible for maintaining compliance with the terms of the Independent Demonstrator Agreement and the *Demonstrator Policies* document as well as reconciling disputes among demonstrators.

If a company employee or another demonstrator detects a violation by a demonstrator of the terms of the Independent Demonstrator Agreement or the *Demonstrator Policies* document, they should first discuss the matter with the alleged offender. Most violations are caused by simple lack of information. Pointing out the appropriate section in the Independent Demonstrator Agreement or the *Demonstrator Policies* document is usually enough to resolve the matter. If a violation persists, the employee or demonstrator who discovered the violation should lodge a complaint in writing with the Stampin' Up! compliance department. The compliance department will investigate the matter and determine if the violation warrants disciplinary action. In most cases, if a disciplinary action is needed, the compliance department will attempt to secure the cooperation of the violating demonstrator in conforming to appropriate Stampin' Up! policies and procedures. Under certain circumstances, Stampin' Up! reserves the right to move straight to the formal resolution process without attempting to resolve the issue informally.

### Formal Resolution Process

In the formal resolution process, a member of the compliance department will send the violating demonstrator a letter outlining the issues of the case and the date, time, and place of a hearing on the matter. A copy of the letter will also be sent to the Demonstrator Support Director. At the hearing, the compliance manager, with the majority approval of the Compliance Committee, may recommend to the Demonstrator Support Director action to remedy the situation. Taking action may involve anything from a written warning to suspension or termination of the demonstrator's rights as a Stampin' Up! demonstrator.

A member of the compliance department may act on behalf of the compliance manager at the company's discretion.

Upon receipt of a recommendation from the compliance manager and Compliance Committee, the Demonstrator Support Director may take action to suspend, terminate, or otherwise modify the demonstratorship of the violating demonstrator. The Demonstrator Support Managing Director may act without the recommendation of the Compliance Committee in situations where such action is considered necessary or must be taken without delay in order to protect the company or other demonstrators from harm.

Examples of action the Demonstrator Support Director may take include, but shall not be limited to, the following:

- Discontinuation of suspension and full reinstatement

- A written admonition or warning to a demonstrator, a demonstrator's team, or part or all of the demonstrator's line of sponsorship clarifying the meaning and application of the applicable provision of the Independent Demonstrator Agreement or the *Demonstrator Policies* document that has been violated and advising that future or continued violation could result in the imposition of more severe remedies or sanctions
- Withdrawal or denial of an achievement or other recognition for a specified period of time or until certain conditions have been satisfied (this can also affect a direct team leader and those above them; Stampin' Up! reserves the right to retract the benefits received from all those affected)
- Requirement that demonstrator follows a corrective course of action, such as a specified retraining program for the demonstrator or the demonstrator's team with expenses of retraining charged to the demonstratorship as appropriate
- Revocation of the right to sign up new team members for a specified period of time and/or until certain conditions have been satisfied, or revocation of the right to build a team altogether
- Suspension of the right to promote, market, or advertise online
- Imposing sanctions pertinent to the resolution of the violation
- Withholding of bonus monies or other compensation, or payment of a fine
- Suspension of some or all rights of a demonstratorship for a specified period of time or until certain conditions have been satisfied
- Removal of team
- Termination of the demonstratorship or impositions of such other conditions as deemed appropriate

Remedies to return the demonstrator to good standing with the company will be specified at the time the decision is made and will be communicated to the demonstrator.

## The Appeal Process

With the exception of termination, withholding funds, or the imposition of fines, the Demonstrator Support Director's decision shall be final. If the Demonstrator Support Director terminates the demonstratorship, withholds funds, or imposes a fine, the demonstrator may, within 10 days following termination, appeal the termination decision by giving written notice to the CEO of the Company. The CEO of the Company shall review the decision and shall affirm, reject, or modify the decision recommended by the Compliance Committee. The CEO of the Company shall render the decision within twenty (20) days of receipt of the appeal. If the matter has not been resolved, the issue shall then be first submitted for nonbinding mediation before a single mediator in Salt Lake City, Utah. The mediation shall be held not more than 30 days following the date of the notice of appeal to Stampin' Up! The mediator shall apply the rules of mediation regularly applied to such



matters in the state of Utah, such rules notwithstanding, for the convenience of the parties, telephonic participation shall be permitted.

In the event the matter is not resolved by mediation, either party may pursue its respective legal rights and remedies, if any. It is expressly understood, however, that the demonstrator waives the right to file any action whatsoever in any jurisdiction against Stampin' Up! until the Formal Resolution Process to completion and nonbinding mediation process as set forth herein has been completed. The jurisdiction and venue for any action in the United States shall be in the appropriate state or federal court in Salt Lake City, Utah, and for any such action in Canada, shall be in the appropriate provincial or federal court in Calgary, Alberta, Canada. However, the demonstrator agrees that Stampin' Up! may seek injunctive relief as it deems appropriate at any time, even prior to mediation, in any state, territory, forum, or jurisdiction in order to protect trade secrets, copyrights, trademarks, and other intellectual property rights of the company as well as critical vendor/supplier relationships, interests of other demonstratorships, and the interests and rights of the company, notwithstanding the timetable of the Formal Resolution Process as described herein.

A vice president of the company may act on behalf of the president at the company's discretion.

## **DSA's Code of Ethics and Complaints**

Stampin' Up! is a member of both the Direct Selling Association and the Direct Sellers Association of Canada. To see the most recent version of Direct Sellers Association Code of Ethics, visit [www.dsa.org](http://www.dsa.org) (United States) or [www.dsa.ca](http://www.dsa.ca) (Canada).

Stampin' Up! abides by the DSA Code of Ethics. If there are complaints regarding Stampin' Up! which are felt to be in violation of the DSA Code of Ethics, please contact us at [ds@stampinup.com](mailto:ds@stampinup.com) or via mail at Stampin' Up! Inc., 12907 South 3600 West, Riverton, Utah, 84065. Or if in Canada, [ds@stampinup.com](mailto:ds@stampinup.com) or via post at Stampin' Up! Canada ULC, 2618 Hopewell Place NE, Suite 330, Calgary, AB T1Y7J7.

If you are unsatisfied with the resolution, you may escalate your complaint by visiting the following websites: <http://dsa.org/consumerprotection/code> or [www.dsa.org/consumerprotection/filing-a-code-complaint](http://www.dsa.org/consumerprotection/filing-a-code-complaint) (United States) or <http://dsa.ca/consumerprotection>.

## **Doing Business in the United States**

United States-specific policies

## International Sales Policy

Stampin' Up! catalog merchandise may be sold through Stampin' Up!, Inc., only within the 50 states of the United States, District of Columbia, and the United States territories (American Samoa, Federated States of Micronesia, Guam, Mariana Islands, Palau, Puerto Rico, and the US Virgin Islands).

Demonstrators may sell to customers living abroad only if they can provide an APO/FPO address. Demonstrators may not sell off base in a foreign country, including selling to US citizens living abroad who cannot provide an APO/FPO address. Team members can only sign up to be demonstrators if they can provide an APO/FPO address. Demonstrators may not sign up off base in a foreign country, including adding a new team member whom is a US Citizen living abroad who cannot provide an APO/FPO address.

Demonstrators are not authorized to sell in any other country, regardless of whether Stampin' Up! operates there. However, according to the laws of the foreign country and Stampin' Up! policies, they may sign up as a demonstrator with Stampin' Up! in a foreign country if Stampin' Up! is legally authorized to conduct business and operate within that country and as long as the demonstrator meets the requirements for demonstratorship including residency.

## Right to Cancel Policy

Customers have the right to cancel a purchase for three (3) business days after the date of the transaction. (Buyers in Alaska have five (5) business days to cancel a purchase of \$10 or more; in North Dakota, buyers age 65 or older can cancel within fifteen (15) business days for products with a purchase price greater than \$50). To cancel, customers need only notify their demonstrator—not Stampin' Up!—in writing of their intent to cancel their purchases. Such notices must be provided at the demonstrator's address as provided on the cancellation form.

When a customer places an order with a demonstrator, the demonstrator must **verbally explain** the right to cancel, **complete the information required on the Notice of Cancellation** on the reverse side of the Customer Order Form (or the Stampin' Rewards Order Form and Exchange Order Form), **and** provide the customer with **two (2) copies** of the completed Notice of Cancellation. Demonstrators need to keep a copy for themselves as well. The customer does not need to provide any reason for canceling an order. Use of products constitutes acceptance.

Once a demonstrator has submitted an order to Stampin' Up! for processing, the demonstrator cannot cancel it. Consequently, if an order is submitted for processing prior to the expiration of the applicable Right-to-Cancel period, the demonstrator accepts responsibility for handling the refund to their customer. The submitted order will be delivered to the address given at the time the order was placed, and the demonstrator will be responsible for taking possession of the merchandise and returning it to Stampin' Up!

Here are some ways demonstrators can handle the cancellation policy in view of the requirement that orders be submitted within seven (7) days of receiving payment from the customer:

- Where the applicable Right-to-Cancel period is three (3) days or five (5) days, hold the order until the applicable Right-to-Cancel period has expired, then submit the order to Stampin' Up! within seven (7) days of receiving payment from the customer. In this way, demonstrators will avoid the responsibility of returning the products from canceled orders yourself; or
- Submit orders within the customer's applicable Right-to-Cancel period to assure the fastest possible service. In North Dakota, when a customer is age 65 years or older, the Right-to-Cancel period is fifteen (15) business days; demonstrators will nevertheless need to submit the order within seven (7) days of receiving payment from the customer. If the customer cancels within the 15-business-day period, the demonstrator will bear the burden of returning the customer's money and returning the ordered merchandise to Stampin' Up!

If a customer wishes to cancel **after** the applicable Right-to-Cancel period, here are some optional ways to handle the situation:

- Accommodate them and receive the merchandise for personal use as incentives or team rewards, exchange for other merchandise, or whatever the demonstrator deems appropriate.
- Explain that it is the demonstrator's policy not to issue refunds on cancellations.

The law does not extend a Right-to-Cancel period for orders between an independent contractor (such as a demonstrator) and a supplier. That is, demonstrators do not have a right to cancel orders they place with Stampin' Up!

## Starter Kit Right to Cancel Policy

New demonstrators have the right to cancel a Starter Kit order, without penalty or obligation, within three (3) business days (fifteen (15) days in Montana) of the original transaction date. If the new demonstrator desires to cancel, they must notify Stampin' Up! before midnight of the third business day (fifteenth day in Montana) after the signed transaction date on the Independent Demonstrator Agreement via telephone, mail, or email to receive a full refund. The Notice of Cancellation appears on the reverse side of the Starter Kit Order Form.

The right to cancel is between Stampin' Up! and the new demonstrator; it is not the responsibility of the team leader to issue the refund. If the Starter Kit Order Form has not yet arrived at Stampin' Up!, the Starter Kit Order Form and the money will be returned to the new demonstrator upon arrival. If the Starter Kit has already been shipped, Stampin' Up! will send a postage-paid label to have the Starter Kit returned and will wait for it to be returned intact and unused before issuing the refund.

If a new demonstrator wishes to cancel after the right-to-cancel period and within 12 months of the date when the Starter Kit Order Form was processed by Stampin' Up!, the new demonstrator may still be entitled to a partial refund of the unused (unassembled and unopened) portion of the Starter Kit on reasonable commercial terms. The refund will be based upon the list prices of the products less the kit package price discount that was in effect when the kit was purchased, including shipping and handling charges in effect at time of purchase. It may take up to 30 days to receive the refund. New demonstrators can call Demonstrator Support in order to begin this process.

## Points to Remember

- Demonstrators must tell their customers that they have a right to cancel their orders within the applicable timeframe.
- Demonstrators must give their customers two copies of the Customer Order Form and the Notice of Cancellation.
- Each host should receive two copies of their Stampin' Rewards Form and the Notice of Cancellation, and one copy of each associated Customer Order Form.
- New demonstrators should receive two copies of their Starter Kit Order Form and one copy of their Independent Demonstrator Application.
- Customers can cancel their orders without penalty within three (3) business days (within five business days in Alaska) (in North Dakota, buyers age 65 or older can cancel within fifteen (15) business days for products with a purchase price greater than \$50).
- New demonstrators can cancel their Starter Kit orders without penalty within three (3) business days (fifteen (15) days in Montana).
- New demonstrators can receive a refund on all unused Starter Kit merchandise returned within twelve (12) months.

## Military Status Policy

To qualify for military status, demonstrators must:

- be attached to or stationed at a US military base in a foreign country as: a US military member OR a civilian employee/contractor of the US Department of Defense OR a legal dependent thereof;
- live on base or in housing near the base with an Army/Air Force Post Office [APO] or Fleet Post Office [FPO] address;
- submit a Military Acknowledgment Form signed by the unit or base commander OR a copy of base policy or letter from appropriate authority indicating whether or not they are permitted to sell and/or sign up new team members on base. If a demonstrator is re-assigned to a new base, they need to resubmit a new Military Acknowledgement Form to Stampin' Up!

All demonstrators who meet these qualifications will qualify for military status, regardless of whether or not they are permitted to sell and/or sign up new team members on base. The request will take 3-5 business days to process. If a demonstrator relocates outside of the designated selling area and does not meet these qualifications, their demonstratorship will be terminated.

Demonstrators may sell to customers living abroad only if the customer can provide an APO/FPO address. All sales activities must take place on base or in military housing. All activities must be in accordance with applicable military regulations and policies.

If demonstrators are not permitted to sell and/or sign up new team members on their base, they will still have access to regular Stampin' Up! resources and may place orders for their personal use. They may also place orders for customers living in the United States, its territories, and on other bases (assuming each can provide an APO/FPO address), as permitted by their base regulations.

### ***Paperwork Required to Obtain and Maintain Military Status***

If a demonstrator learns they will be relocated to a military installation abroad and they wish to continue as a Stampin' Up! demonstrator, they must submit a Military Acknowledgement Form within 30 days of the transfer date. This form is available online in the Print Lab and can also be obtained by contacting Demonstrator Support. Once this document is received and processed by Demonstrator Support, demonstrators will be placed on the military status appropriate to their situation.

New demonstrators on military bases must submit a Military Acknowledgment Form with their Independent Demonstrator Application and the Starter Kit Order Form.

Upon returning to the United States, demonstrators will need to submit a Military Return Form (available on the demonstrator website in the Print Lab). Once this form is received, demonstrators will be placed back on active status. Demonstrators will not be required to meet the quarterly minimum sales requirement until the first full quarter after Stampin' Up! receives the appropriate paperwork.

### **Demonstrator Activity While in Military Status**

Military status demonstrators have the option of selling products and team building. It will be the responsibility of demonstrators to learn whether sales and team building activities are allowed on base before they participate in these activities.

Military status is similar to active status, except no quarterly minimum sales requirement must be met (due to the limited nature of the market). Therefore, unless requested, these demonstrators will not be placed on pending status or dropped while on military status. They must meet their quarterly minimums to qualify for any team commission.

Military status demonstrators will receive title advancements (see the Compensation Plan document for more information) based on their sales and team advancement activity. Only demonstrators who are permitted to sell on base are eligible for annual achievements. Those who are not permitted to sell on base are ineligible.

Military status demonstrators may not sell or sign up new team members off base in a foreign country, including selling to signing up new team members who are United States citizens living abroad that cannot provide an APO/FPO address. They may sell to friends, family, and established customers in the United States by having their orders shipped directly to their customers in the United States. It is a demonstrator's responsibility to notify Stampin' Up! if their military status changes.

## **Doing Business in Canada**

Canadian-specific policies

## **International Sales Policy**

Stampin' Up! catalog merchandise may be sold through Stampin' Up! Canada, ULC, only within Canada and its territories.

Demonstrators are not authorized to sell in any other country, regardless of whether Stampin' Up! operates there. However, according to the laws of the foreign country and Stampin' Up! policies, they may sign up as a demonstrator with Stampin' Up! in a foreign country if Stampin' Up! is legally authorized to conduct business and operate within that country.

## **Right to Cancel Policy**

Customers have the right to cancel a purchase for ten days after the date the order is placed. To cancel, customers need only notify their demonstrator—not Stampin' Up!—in writing of their intent to cancel their purchases. Such notices must be provided at the demonstrator's address as provided on the order form and must be provided in a trackable method, such as registered mail, fax, or personal delivery.

When a customer places an order with their demonstrator, the demonstrator must provide them with two receipts carrying the printed notice of the right to cancel for each of their purchases and, in addition, give verbal notice of their right to cancel. Customer copies of Customer Order Forms and Stampin' Rewards Forms carry the 10-Day Right to Cancel notice on the back. The customer does not need to provide any reason for cancelling an order. Use of products constitutes acceptance. Once the order has been submitted to Stampin' Up! for processing, it cannot be cancelled. In the event

that a demonstrator submits an order for processing prior to the expiration of the required ten days, they by default accept responsibility for handling any customer, guest, or host order cancellation refunds personally. The submitted order will be delivered to the address given at the time the order was placed, and the demonstrator will be responsible for taking delivery of the merchandise.

Here are some ways demonstrators can handle the 10-day cancellation policy:

- Hold orders until the 10-Day Right-to-Cancel period has expired, then submit the order to Stampin' Up! This way, the demonstrator won't be required to refund money from cancelled orders and keep unwanted product.
- Submit orders within the customer's 10-Day Right-to-Cancel period to assure the fastest possible service. If a customer cancels within the ten-day period, the demonstrator bears the burden of returning the customer's money and accepting the ordered merchandise.

If a customer wishes to cancel after the 10-day period, here are some optional ways to handle the situation:

- Accommodate the customer and receive the merchandise for personal use as incentives or team rewards, exchange for other merchandise, or whatever deemed appropriate.

OR

- Explain that it is the demonstrator's policy not to issue refunds on cancellations.

The law does not extend a 10-Day Right-to-Cancel period for orders between an independent contractor (such as a demonstrator) and a supplier. That is, demonstrators do not have a right to cancel orders they place with Stampin' Up!

## Starter Kit Right to Cancel Policy

Although Stampin' Up! is an exciting opportunity for all those who want to share their love of stamping with others, occasionally new demonstrators may decide that the business opportunity is not for them. New demonstrators have the right to cancel a Starter Kit order, without penalty or obligation, within ten business days of the original transaction date. If the new demonstrator desires to cancel, she must notify Stampin' Up! before 11:50 PM (MT) of the tenth business day after the signed transaction date on the Independent Demonstrator Agreement via telephone, mail, email, or telegram to receive a full refund. The 10-Day Right to Cancel Notice appears on the Starter Kit Order Form.

The 10-day right to cancel is between Stampin' Up! and the new demonstrator; it is not the responsibility of the team leader to issue the refund. If the Starter Kit Order Form has not yet arrived at Stampin' Up!, the Starter Kit Order Form and the money will be returned to the new demonstrator upon arrival. If the Starter Kit has already been shipped, Stampin' Up! will send a postage-paid label to have it returned and will wait for it to be returned intact and unused before issuing the refund.

If a new demonstrator wishes to cancel after the 10-day right-to-cancel period, the new demonstrator may still be entitled to a partial refund of the unused portion of the starter kit on reasonable commercial terms. If the cancellation occurs within 12 months of the date when the Starter Kit Order Form was processed by Stampin' Up!, the new demonstrator may receive up to a 100-percent refund on all unused (unassembled and unopened) merchandise in the Starter Kit. Usage constitutes acceptance of the merchandise. The refund will be based upon the list prices of the products less the kit package price discount that was in effect when the kit was purchased, including shipping and handling charges in effect at time of purchase. It may take up to 30 days to receive the refund. Team leaders should tell their new team member to call Demonstrator Support in order to begin this process.

## Status Policy

### Military

To qualify for military status, demonstrators must:

- be attached to or stationed at a military base outside the Dominion or Canada as: a member of the Canadian military OR as a civilian employee/contractor working for the Canadian military OR a legal dependent thereof;
- live on base or in housing near the base with a Canadian mailing address, as Stampin! Up! is unable to ship internationally.

All demonstrators who meet these qualifications will qualify for military status, regardless of whether or not they are permitted to sell and/or team build on base. If a demonstrator relocates outside of the designated selling area and does not meet these qualifications, their demonstratorship will be terminated. All activities must be in accordance with applicable military regulations and policies.

If demonstrators are not permitted to sell and/or team build on their base, they will still receive regular Stampin' Up! mailings and may place orders for their personal use. They may also place orders for customers living in Canada.



### ***Paperwork Required to Obtain and Maintain Military Status***

If a demonstrator learns they will be relocated to a military installation abroad and they wish to continue as a Stampin' Up! demonstrator, they must submit a Military Acknowledgement Form within 30 days of the transfer date. This form is available online in the Print Lab and can also be obtained by contacting Demonstrator Support. Once this document is received and processed by Demonstrator Support, demonstrators will be placed on the military status appropriate to their situation.

New demonstrators on military bases must submit a Military Acknowledgment Form with their Independent Demonstrator Application and the Starter Kit Order Form.

Upon returning to Canada, demonstrators will need to submit a Military Return Form (available on the demonstrator website in the Print Lab). Once this form is received, demonstrators will be placed back on active status. Demonstrators will not be required to meet the quarterly minimum sales requirement until the first full quarter after Stampin' Up! receives the appropriate paperwork.

### ***Demonstrator Activity While in Military Status***

Military-status demonstrators have the option of selling products and team building. It will be the responsibility of demonstrators to learn whether sales and team building activities are allowed on base before they participate in these activities.

Military status is similar to active status, except no quarterly minimum sales requirement must be met (due to the limited nature of the market). Therefore, unless requested, these demonstrators will not be placed on pending status or dropped while on military status. They must meet their monthly minimums to qualify for any team commission.

Military status demonstrators will receive title advancements (see the *Compensation Plan* document for more information) based on their sales and team advancement activity. Only demonstrators who are permitted to sell on base are eligible for annual achievements. Those who are not permitted to sell on base are ineligible.

Military status demonstrators may not sell or team build off base in a foreign country, including selling to or adding new team members who are Canadian citizens living abroad. They may sell to friends, family, and established customers in the Dominion of Canada by having their orders shipped directly to Canada.

## Updates

As updates and corrections are made to this document, the history of changes can be found here.

### Effective October 2018

- Revised Competitive Activities Policy
  - Updated Annual State Filing section
  - Updated Stampin' Up! logo in Trademarks and Copyrights Policy
  - Revised Advertising & Internet Activities Policy
  - Clarified information and added definitions in Advertising Stampin' Up! Promotions Policy
  - Added details to Use of Stampin' Up! Photography and Graphics for Advertising Policy
  - Added details about temporary promotions to Allowed Cash-and-Carry Merchandise Policy
  - Updated DSA's Code of Ethics and Complaints Policy
- Removed Military Special Override policy

### Effective October 2020

- Paid boosts on social media no longer require approval from Demonstrator Support.
- Information regarding selling products on the internet expanded to include both retail and auction sites.
- Removed adhesives from list of core product offering in [Competitive Activities Policy](#).
- Updated Internet/Website Policy to say Demonstrators may not sell Stampin' Up! products directly from social media websites.
- Added new [Non-Solicitation Policy](#).
- Added new [Humanitarian/Charitable Service Absence Policy](#)
- Military Status Policy now includes the statement, "It is a demonstrator's responsibility to notify Stampin' Up! if their military status changes."
- Removed all references to flex points.
- References to "recruits" changed to "new demonstrator" or "team member."
- References to "recruiting demonstrator" changed to "team leader."
- References to "override commissions" changed to "team commissions."
- References to "promotions" changed to "title advancements."
- References to "awards" changed to "achievements."
- References to "Stampin' Up!'s Eight Values" changed to "Stampin' Up!'s Values."
- Clarified in "[Other Internet Activity](#)" policy that websites and email addresses may not include any Stampin' Up! registered trademarks, names, or taglines.

