



STAMPIN' UP!

# DEMONSTRATOR POLICIES





*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.*

**EUROPEAN EDITION (ENGLISH)**

Effective Date: October 2021

Previous material — printed or electronic — may be outdated. Please use the information found in this edition only.

The information provided in this manual is intended for Stampin' Up! demonstrators in the United Kingdom, Austria, France, Germany, and the Netherlands; information specific to each country is noted in the "Doing Business" sections. Demonstrators from other countries should reference their respective manuals.

All values are given in Commissionable Sales Volume (CSV), Euros, and United Kingdom pounds.

All times are given in Central European Time (CET) for Austria, France, Germany, and the Netherlands; and Greenwich Mean Time (GMT) for the United Kingdom.

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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 demonstrator's 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 you.

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 you would not otherwise receive is prohibited and may result in the loss of earnings and achievements, and may potentially lead to the 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, 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 programme 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 (IDA) as well as the *Demonstrator Policies* as amended from time to time. The terms of the policies described herein—as well as information provided throughout the *Demonstrator Policies* 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, acting and selling under their own names. As such, they are self-employed, exercise their demonstratorship as a secondary profession, and do not receive benefits normally associated with being an employee of a company. Demonstrators purchase the company's products for resale to consumers in their own name and for their own account.

Independent demonstrators are responsible for the following:

- Obtaining a business license and registration (including any national or local tax licences, as applicable)
- Paying taxes or duties required by law (including income tax, VAT, and national insurance contributions, and the proper reporting, submission and payment of tax on sales and bonuses)
- Paying all business expenses
- Covering any other self-employment expenses
- Arranging for life, public liability, medical, and accident insurance, if desired
- Paying and/or withholding any applicable taxes due to hiring an assistant, including employment benefits or other as applicable
- Determining on their own how much time they will devote to their work as a demonstrator as well as when and where and how they will conduct their business
- Complying with the General Data Protection Regulation (GDPR) and national data protection laws

## Licences Policy

Some jurisdictions require direct sellers to obtain a business or occupational licence in order to conduct home demonstrations or sell products at open houses or pay a fee to collect personal information. Demonstrators should contact their local municipality or regulatory agencies to make sure they comply with business licence and data protection regulations.

## Supporting Demonstrators Policy

Only one person will be recognised as the Stampin' Up! demonstrator in any demonstratorship. However, the demonstrator's legal spouse or legal civil partner 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. All of the supporting demonstrator's rights with the company are derived via the demonstrator, and the rights of the supporting demonstrator shall terminate or be modified upon termination or modification of the demonstrator's demonstratorship. Supporting demonstrators shall not be entitled to separate or independent notice. Upon termination of the demonstrator's demonstratorship, neither their supporting demonstrator nor the demonstrator will be allowed to sign up as a member of another team until the prescribed 90-day waiting period has passed. A supporting demonstrator may not assume the role of demonstrator or continue the demonstratorship in any other way in the event of the primary demonstrator's death or disability.

To add a spouse or legal civil partner as a supporting demonstrator, the demonstrator must submit an IDA that bears the signature of both the demonstrator and the supporting demonstrator on the appropriate signature lines.

## Compensation, Recognition, Achievements, and Incentives

Only the demonstrator is eligible for compensation or recognition in conjunction with Stampin' Up!'s achievements, recognition, and programmes (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 or legal civil partner 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 welcome to attend Stampin' Up!-sponsored business events. They must pay the full registration fee and will receive all the gifts and privileges of the demonstrator at these events. Supporting demonstrators are welcome to attend Stampin' Up!-sponsored business events without the attendance of the primary demonstrator. However, supporting demonstrators may only attend recognition events if expressly invited by the company.

## Spoiler Alert Policy

In order to ensure that we keep our promise to our event attendees that they will be first to see the new publication products and first to hear the most recent announcements, attendees are required not to share pictures of the display boards, catalogue cover, images inside the catalogue, Product Purchase Premiere items, or information regarding announcements—via text message, phone conversation, social media post, tweet, or any other way—until the date and time communicated prior to the event.

## Changing Status

If a demonstrator would like to change statuses with their supporting demonstrator, they should submit a new Independent Demonstrator Agreement (IDA) by post, email, or fax with both the demonstrator and their supporting demonstrator's signatures on the appropriate signature lines. (Please note that a demonstrator cannot make this change themselves with the online IDA.)

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 cut-off period for such recognition, using the preferred name listed. If a demonstrator wishes the change to go into effect for the current tax year, they should submit the new IDA before their country's deadline:

- Austria, Germany, and the Netherlands—changes due on 1 December.
- France—changes due between 1 January and 9 January.
- United Kingdom—changes due on 21 March.

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 re-join, certain waiting periods apply, as described more fully in the Re-joining Stampin' Up! policy. These waiting periods apply to a supporting demonstrator as well.

## Divorce or Termination of Domestic Relationship

If a demonstrator and their supporting demonstrator become involved in divorce proceedings or terminate their domestic relationship, Stampin' Up! will continue to recognise the original demonstrator as the primary demonstrator and their spouse or legal civil partner as the supporting demonstrator. Only the primary demonstrator will be recognised 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 or termination decree.

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

The company will authorise only one demonstrator per demonstratorship. Thus, any divorce or termination settlement or decree that purports to divide 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 divorce decree or settlement, 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. Stampin' Up! believes that the best way for demonstrators to do so is by selling via in-person events and other person-to-person interactions. 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 via the 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! recognises the subjective nature of competitive products or companies and will regularly evaluate products or companies in question as well as Stampin' Up!'s 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!'s Demonstrator Support.

Because the following activities could endanger a demonstrator's business experience, demonstrators and their spouses 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 exceptions on employment and design teams). The Independent Demonstrator Agreement states, "I will not represent or assist any other person or entity in promoting, selling or marketing non-Stampin' Up! product or services within the Territory that directly competes with those of the Company by selling decorative stamps (in any form), stamp art accessories, or papercrafting products, and memory-keeping products."
- Participate in affiliate programs or be compensated for affiliate links to competitive products, categories of products, or companies on blogs, videos, social media, or other online forums. Demonstrators also may not monetise their personal sites or Stampin' Up! sales via affiliate programmes.
- Engage in recruitment that competes with Stampin' Up! products.
- 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 organise 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) via electronic communications, including email, social networks, blogs, or websites. See the [Online Advertising & Activity](#) section 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 and/or holds the position of designer, artist, consultant, or similar role with a competitive company. 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 parties and 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 people 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 organisation 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 which 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 Proprietary Business Policy

When new demonstrators join Stampin' Up, their demonstratorship is considered a sole proprietorship. A sole proprietorship may dissolve upon the demonstrator's passing. There may be advantages under the law of a demonstrator's country to set up their demonstratorship in a form other than sole proprietorship in order to have perpetual existence, meaning that the business may be passed to another person in the event of the demonstrator's death. There may be liability protection, and tax issues and benefits as well.

If demonstrators are interested in this opportunity, Stampin' Up! recommends printing a copy of this policy for their legal advisor 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! does not 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.

- Demonstrators must first seek and obtain the approval of the company or its Stampin' Up! affiliate active in the Authorised State in which they desire to set up the business entity. The company may grant or deny its approval in its sole discretion and subject to limitations and requirements described in this document.
- To the extent a demonstratorship of the type offered by the company may be owned by a separate business entity under the laws of the country in which they reside or are authorised to do business, the company or the Stampin' Up! affiliate has the sole discretion on whether to approve the request.
- Any approval granted by the company or the Stampin' Up! affiliate will be subject to limitations including that the only asset of the business entity is the demonstratorship and that ownership and operation of the demonstratorship is the sole purpose of the entity and that such limitations are clearly stated in the formative documents of the company that are filed with the government.
- These requirements may be added to or changed at any time by the company in its sole discretion.
- Demonstrators must provide the company or local affiliate with a draft of the formative document of the business entity and any other supplemental documentation that the company or Stampin' Up! affiliate may request for its review prior to submission for registration.
- Once a demonstrator has received approval from the country, they must submit the final document as issued and approved by the government to the company or its Stampin' Up! affiliate for approval.
- Demonstrators are not allowed to operate their demonstratorship as, by, or via any business entity other than the equivalent to a sole proprietorship without this express final approval by the company or Stampin' Up! affiliate.
- Demonstrators must adhere to the restrictions and limitations on running a business entity as a demonstratorship.

## **Attending International Events Policy**

Demonstrators from an Authorised State (Austria, France, Germany, the Netherlands, and the United Kingdom) can attend Stampin' Up! events outside of the Authorised States.

## **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 Dashboard 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 commissionable sales of at least 300 CSV in combined orders. (Non-commissionable items purchased on a demonstrator order do not contribute towards this minimum.) Additionally, shipping and handling charges and VAT do not contribute towards this minimum.

## 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 towards 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 eighth business day of the month; demonstrators can check their status after the eighth 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 the sales to the amount of the shortfall. Those sales will apply to the previous quarter, and sales above the shortfall will count for 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.

## Status Policy

There are three categories used to describe a demonstrator's standing with the company: active, pending, 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 demonstratorships terminated. A former demonstrator is considered dropped.

No written or verbal notice will be given of a change in 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, access the demonstrator website, and receive Stampin' Up! publications.

## 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 can still place orders, access the demonstrator website, and receive Stampin' Up! publications.

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.

## Dropped

If a Stampin' Up! demonstrator in pending status does not meet the quarterly sales minimum, their demonstratorship will be terminated. The demonstrator will no longer have access to 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. Stampin' Up! may, upon the advance consent of the demonstrator, keep demonstrator contact information on file in order to send product updates and inform dropped demonstrators on opportunities to re-join. To learn more about re-joining Stampin' Up!, see [Re-joining Stampin' Up! Policy](#).

## Adjustments to Status

Stampin' Up! does not offer a leave of absence programme (see Humanitarian/Charitable Service Absence Policy, below). 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. If Demonstrator Support considers the request to be meritorious, it may refer the matter to the Status Committee for consideration and due process.

## Resignations

Demonstrators who wish to resign can drop their demonstratorships at any time. If they do so they can make use of the right to withdraw within the first 14 days or simply terminate the agreement without penalty at any time afterwards. In both cases they must submit their resignation in writing. Letters of resignation may be submitted via post, 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 finalised.

## International Sales Policy within the Authorised States

Stampin' Up! products can be purchased through its affiliates in five countries within the European Union—Austria, France, Germany, the Netherlands, and the United Kingdom (the “Authorised States”, which together make up the “Territory”)—through various affiliate companies (the “Stampin' Up! affiliates”). The number of Authorised States can decrease or expand at any time due to economic decisions. A Demonstrator can only be registered once within the Territory.

European Stampin' Up! demonstrators are allowed to sell Stampin' Up! products and authorised to sign up new demonstrators in any of the Authorised States. They are not permitted to sell or sign up new demonstrators in other countries, even if Stampin' Up! operates there. For example, they may not sell or sign up new demonstrators in the United States. For more information, please read the Selling to Non-Open Markets document, in the Print Lab.

If a demonstrator chooses to sell or sign up new demonstrators in an Authorised State outside their country of residence, it is their responsibility to research and comply with all applicable laws, immigration, visa, employment, taxation, and registration requirements of the Authorised State(s) and its (their) local jurisdictions. These requirements may include that they register as a direct seller within the country, pay VAT and other taxes, comply with tax withholding requirements, fulfil certain licensing requirements, and meet any other requirements that may be imposed by the country or local jurisdiction. As an independent contractor, they are solely responsible for any taxes and fees that may result from their decision to sell in any of the Authorised States.

All transactions will be governed by the laws of the country in which the sale takes place, must comply with the rules of the Stampin' Up! affiliate active in that country, and will be considered a sale of the local affiliate for tax purposes.

Stampin' Up! is under no obligation to provide demonstrators with information regarding the laws or regulations regarding selling in the Authorised States. However, an overview of the requirements for each country can be found in the Doing Business sections at the end of this document. This information is provided merely as a convenience, does not constitute legal or tax advice, and shall not substitute for due diligence which is required of demonstrators.

When demonstrators engage in sales or team building efforts outside of their country of residence, they are doing so pursuant to the Independent Demonstrator Agreement (IDA) that governs their relationship with the Stampin' Up! affiliate operating within that Authorised State. Thus, in addition to complying with the laws of the country and local jurisdiction, it is also their responsibility to comply with the rules and policies of the Stampin' Up! affiliate(s) as set forth in that Stampin' Up! affiliate's IDA and in these policies regarding their business activities in its jurisdiction, which may contain different obligations than their agreement with the company in their place of permanent residence.

The compensation structure and team relationships demonstrators develop while selling and signing up new demonstrators outside their country of permanent residence are governed by a comprehensive system that takes into account all sales and new team members throughout the Territory. Any returns or refunds due to the customer will be considered obligations of the local Stampin' Up! affiliate where the sale took place. For all activities the forms and business material valid for the local Stampin' Up! affiliate have to be used, especially the order forms and IDAs for new demonstrators.

Although demonstrators have the freedom to sell products and sign up new demonstrators in the Authorised States, they will be treated by Stampin' Up! as a demonstrator for the Stampin' Up! affiliate that operates in their country of permanent residence. Any issues that may arise involving their relationship with the company, including disputes or disciplinary action, will be handled by the Stampin' Up! affiliate in their place of permanent residence (see [Enforcement of Company Policies](#)).

In order to accept online orders from other countries the demonstrator has to agree online by ticking the appropriate boxes on the demonstrator website under Cross-Border Online Ordering (found under the drop-down menu next to your name in the top-right corner of the web page). More information can be found under Online Ordering Policy in this document.

## Change of Residence within the Authorised States

Each person can hold only one demonstratorship within the Authorised States. If a demonstrator moves their primary residence to a different Authorised State, Stampin' Up! will assist them in transferring their demonstratorship to their new home country. The demonstrator will be required to sign a new IDA, but they will keep their demonstrator number, team, and sales history. Demonstrators should contact Demonstrator Support to begin this process.

## Placing Orders for Customers in a Foreign Country

Demonstrators can place orders with any European Affiliate. Order Entry Express (OEX) will automatically assign each order to the corresponding Stampin' Up! affiliate based upon the shipping address. Demonstrators just need to enter in a shipping address, and OEX will take care of the details.

A demonstrator's compensation will not be affected by the location of the transaction. Sales made outside a demonstrator's country of residence will be converted to their local currency and included in the compensation they receive from the company active in their place of permanent residence. Stampin' Up! currency conversion rates are set annually. Similarly, a demonstrator's sales calculations will reflect their combined total sales made anywhere in the Territory.

Demonstrators should not transport product across borders.

## Signing up new demonstrators in a Foreign Country

New demonstrators will belong to the Stampin' Up! company of their primary country of residence. If a demonstrator's new team member lives in France, they will belong to Stampin' Up! France. However, they will be part of the demonstrator's team and their sales and achievements will count towards the team leader's advancements and achievements, just as any other member of a team leader's team.

## International Sales Policy Outside of the Authorised States

Sale of Stampin' Up! catalogue merchandise and team building activity outside of the Authorised States (defined as Austria, France, Germany, the Netherlands, and the United Kingdom) is prohibited.

## Re-joining Stampin' Up! Policy

Demonstrators who do not meet the minimum sales requirements by the end of their pending month are placed in dropped status. Demonstrators who wish to drop their demonstratorships must submit their resignation in writing. Letters of resignation may be submitted via post, email, or fax. Written resignation letters help ensure that demonstrators and their team leaders receive appropriate commissions on recent orders before resignations go into effect.

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

If a demonstrator re-joins after the full 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 re-joining demonstrator may be counted as a new team member by their new 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 re-joining under a new team leader, they must respect the policy that prohibits active soliciting among active demonstrators. (See the [Team Building Policy](#) below for more information.)

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

A re-joining 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 (one of Stampin' Up!'s values) in their team building practices and be completely ethical in their behaviour. 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 the new demonstrator's knowledge is strictly prohibited. Manipulation of Stampin' Up! team building policies to achieve gain that would not otherwise be received will result in your 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 behaviours, as well as others as may be defined by the company:

- 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 demonstrators, they should personally choose to be demonstrators 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 new team members will earn as demonstrators or that demonstrators may have earned in the past. If demonstrators would like, they can choose to share 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 or legal civil partner as a member of their team, nor may that spouse or legal civil partner be a member of anyone else's team. (See [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 re-join 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 re-join to avoid minimums, to capitalise 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.

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

## 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 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 host's 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, the team leader must follow these guidelines:

- Demonstrators may not place and pay for orders for a new 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 credit, and direct debit account information. If the new team member is unable to provide credit card, direct debit, or direct credit account information, they should contact Demonstrator Support.
- Demonstrators may not enter their own contact information in their team member's profile. If the new 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 finalising 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 via the post, telephone, Internet or other non-face-to-face means, a copy of the order form must be included in the initial order.
- As a demonstrator, you are responsible to inform your customers regarding any pricing changes for products shown in Stampin' Up! catalogues. 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! catalogues.

## Right to Cancel Policy

Customers have the right to cancel a purchase for 14 days after they have received all the goods (including those on backorder if there were any). While the sale contract legally binds the demonstrator (as the seller) to the customer (as the buyer), the company will take on the role of the cancellation receiver, in order to protect the customer and simplify processes for the demonstrator in the best possible way. Should the customer turn to the demonstrator instead of the company to exercise their right to cancel, the demonstrator should forward the information immediately to the company.

When a customer places an order with a demonstrator, the demonstrator should provide them with a copy of the Right to Cancel policy found on the reverse side of all Stampin' Up! order forms. Demonstrators should make sure to keep a copy for themselves as well. Customers should be informed of their right to cancel at the beginning of the ordering procedure at the latest. This should be confirmed by the customer ticking a box in the order form's relevant field, located in the upper right corner of the document. The customer must be able to identify the demonstrator's contact details on the order form. The demonstrator is thus responsible for thoroughly and completely filling in the order form for each order.

The cancellation must be requested via an unequivocal statement (for instance a letter sent by post, fax, or email). The customer has the right to do so by using the model withdrawal form. As a seller, you are responsible for handing this form to the customer with every single order. You'll find a printable version of the form on the demonstrator website in the Print Lab. The customer does not need to provide any reason for cancelling an order. Use of products constitutes acceptance.

Upon receiving the information of cancellation, Stampin' Up! will place the refund less the 20- (or 25-) percent instant income from that order into the demonstrator's account. The demonstrator who took the order must refund the total price to the customer. In the case of online ordering, the company will refund the customer directly. The 20- (or 25-) percent instant income will then be deducted from the demonstrator's monthly income.

Any returned products should be sent to Stampin' Up! If, after 30 days following the date of the cancellation, any products from the cancelled order have not been returned, the demonstrator (or, in the case of online orders, the customer) will be charged for the sales price of the product.

Shipping costs are only reimbursed for shipping from the company to the customer. For cancelled orders, the company will have the product picked up at no cost to the customer (Germany) or the customer can use the return label included in the original delivery.

For France only: The Precontractual Information Document (Document d'Information Précontractuelle - DIP) has to be signed, dated, and time dated by the customer at least 15 minutes before the final Order Form. The sale is valid only after both documents have been signed, dated, and time dated.

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 14-day right to cancel orders they place with Stampin' Up! including demonstrator orders.

For the UK only: If a customer in the UK cancels their order, their demonstrator must go to the customer's home to collect the product being returned in the following circumstances only: 1) if the demonstrator offered to collect the products in the case of a cancelled order or 2) if the products cannot normally be returned by post. Otherwise, the customer needs to send the products back or get them back to the demonstrator.

France also requires a seven-day cooling-off period before payment can be accepted. This is in addition to the 14-day right-to-cancel period after delivery. The only exception to the seven-day cooling-off period is when a sale is made during a prescheduled home meeting (Réunion à domicile prévue à l'avance), in which case immediate payment may be accepted. See [Doing Business in France](#) for more information.

## Starter Kit Right of Withdrawal 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 14 days of receiving the goods. If the new team member desires to withdraw, they must notify Stampin' Up! in writing before 23:50 in Austria, France, Germany, and the Netherlands) or 22:50 in the

UK of the last day of the withdrawal period. Letters of resignation may be submitted via post, email, or fax.

The right of withdrawal is between Stampin' Up! and the new demonstrator; it is not the responsibility of the demonstrator who signed them up 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, the demonstrator is required to contact Stampin' Up! to arrange for the kit to be returned free of charge. However, the demonstrator will bear the packaging costs.

If a new demonstrator wishes to withdraw after the withdrawal period, they may still be entitled to a partial refund of the unused portion of the Starter Kit on reasonable commercial terms. If the withdrawal 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. Shipping and handling charges are not refundable. It may take up to 30 days to receive the refund. Please tell your team member to call Demonstrator Support in order to begin this process.

### Repurchase Policy

Stampin' Up! 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 products have been bought within six months before the termination of contract.
- The repurchase price will be 90% of the original cost (inclusive of VAT), less appropriate fees and legal claims, if any, if the purchase date precedes the termination of contract by more than six months.
- 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.
- The products must be sent back within 21 days after notifying Demonstrator Support.

### Points to Remember

- The repurchase amount will be reduced by any commissions, bonuses, or other benefits (in cash or in kind) received by the demonstrator in respect of those goods.
- The repurchase amount will be reduced by any amount owed from the demonstrator to the company on any account.
- Demonstrators must tell their customers that they have a right to cancel their orders.
- Customers should receive two copies of the demonstrator's Customer Order Form.
- Hosts should receive two copies of their Stampin' Rewards Form 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 14 days after delivery.
- New demonstrators can cancel their Starter Kit orders without penalty within 14 days after delivery.
- New demonstrators can receive a refund on all unused Starter Kit merchandise returned within 12 months.

### Product Guarantee Policy

Stampin' Up! guarantees products to be free from manufacturing defects at time of delivery. If you find a defect, contact Demonstrator Support for assistance. If you return the defective item within 6 months of delivery, we will replace it or repair it. If you find a defect within 2 years of delivery, and can prove the defect was present at delivery, we will make it right with a replacement or repair.

Incorrect shipments 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 by accident or misuse. Stampin' Up! makes no specific guarantees about delivery times.

You should always inspect your order—coach your host to do the same—upon receipt to verify that the products are defect-free and damage-free and to ensure that you received the entire order as well as the correct product. Doing so will help facilitate initiating the exchange/return process as soon as possible.

## Exchange Policy

Demonstrators may exchange new, unused, current-catalogue merchandise within 90 days of the original shipping date.

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

If a customer or host wishes to exchange or correct an order, they must do so via 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.

In the event a customer wants to exchange an item for a more expensive item, the customer is required to pay to the demonstrator the difference in purchase price prior to delivery taking place. If the new item is a lower price than the item exchanged, the difference in purchase price will not be refunded to the customer but will remain with the demonstrator.

Please call Demonstrator Support to begin the exchange process. Shipping costs may apply.

## 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](#) 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 authorised to sign or that a demonstrator's customer has authorised to be used for an order. A spouse's or legal civil partner's credit card may be used if the demonstrator is authorised to sign on the account.

Demonstrators may choose to accept customer credit cards as payment at their own risk and expense. In France, no payment can be accepted by a demonstrator until seven days after a customer places their order. The only exception to the seven-day cooling-off period is when a sale is made during a prescheduled home meeting (Réunion à domicile prévue à l'avance), in which case immediate payment may be accepted. For more information, see [Doing Business in France](#).

Stampin' Up! also offers payment via direct debit.

## 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 via 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 next to 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 next to their name in the top-right corner of the web page.
3. Read the Direct Credit, Direct Deposit, and/or Credit Card Authorisation Agreement and select "I agree".

UK demonstrators: They must also print a copy of the Direct Debit Mandate Agreement, fill it in, and send it to Stampin' Up! (The Direct Debit Mandate Agreement can be found on the Print Lab on the demonstrator website.)

The Authorisation 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

The Demonstrator Payment Profile is designed to keep demonstrators' account information confidential; each demonstrator's account information is accessible only by them and authorised Stampin' Up! employees. Their bank account number and credit card account information will be masked—this means that 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.

## Direct Credit

Direct credit enables demonstrators to receive their volume rebate and team commission payment directly into their bank account. Please refer to the Demonstrator Handbook, Payment Periods section for the payment timelines.

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

## Double-Check Account Numbers

If a demonstrator enters just one digit incorrectly in their Demonstrator Payment Profile, their first payment will bounce. They may be subject to fees from their bank and Stampin' Up! if this occurs. Stampin' Up! cannot verify these numbers for demonstrators, so they should take extra care to make sure they are correct when submitted.

## Enhanced Credit Card Payment

Demonstrators can store up to three credit cards at a time in their Demonstrator Payment Profile, and they may use any of them at their discretion to pay for their submitted orders. If a demonstrator does not 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 Payment Option

Direct debit allows demonstrators to pay for their orders using their bank account. They may add up to two bank 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. Should a demonstrator repeatedly incur transactions returned without payment, Stampin' Up! may block the direct debit payment selection without notice. Any new placed order will only be payable by credit card, after complete settlement of any outstanding amounts has been received by Stampin' Up! Should there be further or continued occurrences, Stampin' Up! can block all payments and order placings of the demonstrator without notice. Please note that fees will apply in the case of a collection procedure.

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

### Setting Up Direct Debit without Internet Access

If a demonstrator does not have access to the Internet, they should call Demonstrator Support to request a copy of the Authorisation Agreement. Once the agreement is received, a member of the Demonstrator Support department will contact the demonstrator to set up their Demonstrator Payment Profile over the telephone.

## 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.
- **MECHANICAL REPRODUCTION** of an image or sample which 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 pre-stamped 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 [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 stall 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 colour that closely represents any of Stampin' Up!'s exclusive colours. Additional guidelines on logo usage, as well as files of approved logos, are available on the demonstrator website under the Print Lab.



## 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 organisation (see [Angel Policy](#) for more information) as well as when submitting any artwork to stamping, 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 [Internet/Website Policy](#) for guidelines) demonstrators must provide the appropriate copyright notice.

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

Stampin' Up! has given limited licence 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 [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 Stampin' Up! 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] [Publication] 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 [Advertising Stampin' Up! Promotions](#) for further details.)

## 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 licence to use any Stampin' Up! images for the purpose of creating items for sale under the following criteria:

1. 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.
2. 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 "© Stampin' Up!" images from the official Stampin' Up! Limited License stamp sets available in the catalogue.
3. There are no quantity limits for for-sale, handmade craftworks that abide by the restrictions as stated in this policy.
4. Completed, handmade 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 projects, the seller must make it clear that the items are handmade or personally created by the seller and are 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 projects.
5. 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.
6. Digital files of any type containing Stampin' Up! images may not be sold under any condition.
7. Persons creating handmade items for sale are responsible for complying with any state and local business and tax regulations.
8. 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.
9. 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, post, or email the request to Stampin' Up! Demonstrator Support, label the request as "Advertising Approval Request", and send the following with the request:

1. A copy of the final ad, script, or article
2. The name of the publication, broadcasting company, or website that will run the piece and its contact information
3. 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 tradeshow

## 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, 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 the [Public Relations Policy](#) if they are 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 shop management before leaving flyers, business cards, brochures, or catalogues in waiting rooms, on counters, or on notice 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 violate the Potential Income Earnings Statements section of this document 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 catalogue 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 utilise 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 programmes, 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 communication, or who have initiated requests to be included in bulk emails or newsletters. Demonstrators are expected to respect and honour 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 utilised 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 limited 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.
- **Catalogue Premiere:** Catalogues, catalogue images, and catalogue products are typically released to demonstrators shortly before being made available for customers. This period is known as catalogue premiere and follows strict promotion guidelines which will be made known to demonstrators with each catalogue launch.
- **Pre-order:** 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 pre-order period, demonstrators can begin announcing the promotion to their customers when the pre-order begins.
- For promotions without a pre-order period, demonstrators can begin promoting them one month prior to their start date. 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 products until the pre-order 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 (see Spoiler Alert Policy above), 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 and emails (excluding mastheads and footers) 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 catalogues 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 [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 and 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 Catalogue and New Product Releases

- Demonstrators can start sharing the physical copy of the catalogue (showing it in person, distributing it, and so forth) once the pre-order time begins. When Stampin' Up! provides a catalogue to a select group of people earlier than the pre-order date (such as a catalogue premiere), demonstrators can begin sharing or showing the physical catalogue once they receive it without waiting for the pre-order time, unless they are told otherwise.
- Demonstrators CANNOT post the catalogue online until Stampin' Up! has released the catalogue online to the public. Currently, this is the date the catalogue goes live for customers. (Demonstrators can take a picture of the catalogue cover or one of themselves showing a closed catalogue and post them online.)
- UK Demonstrators cannot collect money for purchases or deliveries of catalogues 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 catalogue once the pre-order begins for those items. If the item is shown at a Stampin' Up! event, demonstrators can also share or show physical product 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 by Stampin' Up! Demonstrators may produce business cards or stationery that refer to themselves as a Stampin' Up! Independent Demonstrator without 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 cheques, credit card receipts, or any other financial document. 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 "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! may 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.

Stampin' Up! is a great resource to help demonstrators prepare for a media interview. A trained staff member will walk demonstrators through the process and provide them with interviewing techniques that will allow them to maximise 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 Stampin' Up! Demonstrator Support as soon as they are contacted.

## Selling in a Permanent Retail Location Policy

A permanent retail location is any location that conducts business in a shop, 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 non-host 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 non-competitive 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 organised 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. You must use a black tablecloth and a Stampin' Up! logo banner for your display. Logo displays and banners may be printed by 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 shop management, hand out Stampin' Up! business cards.

If the classes are held in a non-retail or non-competitive retail location, demonstrators must know and follow the rules established by the host location. In such locations, demonstrators may use current-catalogue 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, including the Starter Kit, 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 whom 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 commissions they will 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, and 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 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 90-day exchange policy limits a demonstrator's ability to dispose of inventory. Stampin' Up! has made some limited exceptions to this Cash-and-Carry prohibition: See the [Allowed Cash-and-Carry Merchandise](#) 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 benefits by selling items outside of the established ordering system.

## Allowed Cash-and-Carry Merchandise

Stampin' Up! does allow selling on-hand of the following items: adhesives, demonstrator-produced kits, Stampin' Up!-produced kits (identified kits will be posted on the demonstrator website), catalogues, and discontinued merchandise. Current merchandise (adhesives and kits containing current products) may only be sold at in-person events or on a personal blog or website. Sales of current products on Internet auction or consignment sites (such as eBay) 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! realises that in many circumstances, it is convenient for the customer for the demonstrator to have a stock of various adhesives on-hand for sale when completing projects. Therefore, demonstrators may sell any adhesives from the catalogue on a cash-and-carry basis.

## Stampin' Up!-Produced Kits

From time to time Stampin' Up! may release 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 consist 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 pre-stamped images. However, they may contain non-stamped punched, embossed or die-cut shapes. 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 via 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.

- **Are they allowed?**

Yes, but they should be conducted in a manner that allows the demonstrator to collect the money, place the order via the regular order fulfilment 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-and-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 colour 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 via 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 is 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 catalogues

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.

### Catalogues and Discontinued Merchandise

Catalogues 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.

### 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*, 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-to-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 catalogues 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 catalogues or brochures may not be copied and distributed. If products not included in a special promotion have not been released to the public, but for demonstrators only, demonstrators may not post photos or videos of those products in any public forum (password-protected team training sites or Stampin' Connection are acceptable) until those products are released to the public. Demonstrators may, however, display completed projects created with those products before they have been released to the public. Demonstrators CANNOT post catalogues online until Stampin' Up! has released the catalogue online to the public. Currently, this is the date the catalogue goes live for customers. (Demonstrators can take a picture of the catalogue cover or one of themselves showing a closed catalogue and post them online.) If a demonstrator posts part of a catalogue online after it has been released, they must note what catalogue, 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 catalogue once the pre-order 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 represent themselves as the company or as an official of the company.
- The demonstrator's website cannot be represented as an official Stampin' Up! website.
- 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 a few exceptions as outlined in the [Cash-and-Carry Sales Policy](#)), but must direct customers to their DBWS for online ordering.

A demonstrator must indicate on their 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 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®), or 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 found 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 catalogues and may display pictures of the literature's cover. Demonstrators may not sell current Stampin' Up! publications of any type—except the current catalogues. Demonstrators may not sell reproduced copies of any publication, current or outdated.
- Demonstrators may not sell current products, new or used, including products obtained via pre-purchase opportunities. Items in Stampin' Up! catalogues are considered current until they have been officially retired (all retired items are announced before the end of a catalogue period). Demonstrators may sell all items once they are considered officially retired as defined here:
  - **Annual catalogue items** that are not carried over into another catalogue are considered retired on the day after the catalogue sales period ends.
  - **Seasonal catalogue and Sale-A-Bration products** that are not carried over into another catalogue are considered retired on the day after Sale-A-Bration or that seasonal catalogue sales period ends.
  - **Non-catalogue 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 catalogue products*	During the catalogue sales period	Once it officially 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 catalogue and Sale-A-Bration products*	During the publication sales period	Once it retires. Unless the item is available in the next catalogue or as an online-only item, Sale-A-Bration and seasonal catalogue items retire the day after the sales period ends for catalogue in which they are offered.
Non-catalogue 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 catalogue)
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

\*Retired lists will be published for these publications.

## 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!", 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 utilise photographs to such contests. Scrapbook pages with photographs can be colour copies. The artist's name, demonstrator number, contest category name, and a list of Stampin' Supplies (stamp set name(s); types and colours of papers, card stock, 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 annual catalogue.

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 website.

When artwork is submitted to Stampin' Up!, it becomes the company's all 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 programme at any time.

## Online Ordering Policy

Stampin' Up! provides an Online Ordering tool for customers to purchase Stampin' Up! products from their demonstrators. This tool is automatically provided for demonstrators. This Online Ordering tool allows customers to purchase Stampin' Up! products, while still maintaining the demonstrator's full deferred income (based on a rate of 20 percent or 25 percent for bronze elite and above) on the CSV amount of purchases made by their customers. (The CSV amount is the total purchase price, not including VAT, shipping, and handling.) The Online Ordering tool is available on [www.stampinup.uk](http://www.stampinup.uk), and customers who make a purchase from the site are asked to associate their account with a demonstrator via the Find a Demonstrator page; any demonstrator is eligible for orders from [www.stampinup.uk](http://www.stampinup.uk).

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 to unsubscribe from any and all mailing lists. The demonstrator must comply with the customer's wishes.

Note: Demonstrators who do not have a DBWS will not show up under the Find Demonstrators Near Me option, but customers can still find them by going to Find My Demonstrator if the demonstrator chooses. Additionally, in order to accept orders in other eligible countries, demonstrators must opt in using the Cross Border Online Ordering selector link on the My Profile page on the demonstrator website. As soon as the demonstrator has done that, customers from the countries can pick the demonstrator as their demonstrator for their orders.

## Demonstrators' Responsibility when a Customer Places an Online Order

When customers place an online order, they are connected to a demonstrator. As with any other order type, the demonstrator remains the one selling to the customer. As a result, a demonstrator is responsible for issuing their own invoice to a customer for any order their customer places via the Online Store.

## Getting Paid

Stampin' Up! has the ability to process credit cards from customers for online orders and will pay the associated merchant fees. When an order is paid using a customer's credit card the instant income is paid to Stampin' Up! Any instant income that a demonstrator earns from orders paid directly to Stampin' Up! is deferred income because it is not retained by them instantly.

Deferred income is paid to demonstrators weekly, via direct credit. The payment information is submitted to Stampin' Up!'s bank on Tuesday (in the US). If the Tuesday is a banking holiday the payment information will be submitted on the next business banking day.

## Referrals Policy

Stampin' Up! receives requests from customers wanting more information about how to purchase products, asking Stampin' Up! to refer them to a demonstrator, or requesting a catalogue. When potential customers or new demonstrators visit the Stampin' Up! website, Stampin' Up! offers the Find a Demonstrator link, which provides these two options for them to find a demonstrator:

- Find Demonstrators Near Me
- Find My Demonstrator

### Find Demonstrators Near Me Option

If a customer does not have a demonstrator and wants to find one in their own area, they can click on this option and enter their address, city, and other information. The contact information such as name, city, email, links to the IDA, Online Store, and DBWS if available will then be displayed for ten demonstrators in their area. Only active demonstrators who have an activated DBWS and opt in (give permission to be listed) are listed here. (A demonstrator can opt in under the Referral Policy Agreement, found in the drop-down menu next to their name in the top-right corner of the demonstrator website.)

### Find My Demonstrator 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 here and search to find their demonstrator. This option works much like a phone directory. All active demonstrators who opt in can be found here. (A demonstrator opts in on the demonstrator website.)

### Referrals of Potential Customers

The company receives inquiries from potential customers and such potential customers may be referred, at the company's sole discretion, to existing demonstrators via the Find a Demonstrator page based upon criteria described in the European *Demonstrator Policies*. If the demonstrator elects to be included in the company's referral programme, it will be necessary for the company to give out the demonstrator's personal information (name, address, telephone number, etc.) in response to enquiries from potential customers. The company does not investigate or otherwise screen potential customers prior to referring them to existing demonstrators, and as such, the company shall not be held liable for any performance, actions, or acts resulting therefore. The company is not required to have a referral programme, and can introduce and discontinue a referral programme at any time.

## Data Protection Policy

Stampin' Up! takes the protection and security of the data you provide to us very seriously. We treat all personal data with the utmost of care in compliance with the regulations of the EU General Data Protection Regulation ("GDPR") and other data protection laws. We take every precaution to ensure the security of your data. This data protection declaration applies to the information you provided when you completed your application to become a demonstrator, and to the websites [www.stampinup.com](http://www.stampinup.com), [www.stampinup.eu](http://www.stampinup.eu) and all websites of Stampin' Up! demonstrators made available and managed using the Stampin' Up! DBWS (the "Stampin' Up! pages").

### Type and nature of the data collected and processed

#### Collection of personal data during registration and ordering process

When you register with us, we collect and store your basic personal data such as your name and email address, as well as additional contact information such as your user name and password.

We may receive additional information about you through the website (for example, when you set up your personal profile) or through your communication with us.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of the contract).

When you place orders on the Stampin' Up! websites, we need your name, delivery address, billing address, email address, phone number, credit card number and expiration date so we can process the transaction and notify you of the status of your order.

The legal basis for this processing is also Art. 6 para. 1 b) of the GDPR (fulfilment of the contract).

## How we collect data

### Cookies

After you log in (using your username and password), Stampin' Up! uses cookies to identify you for the duration of your visit.

Cookies are small files that are stored on your computer or mobile device, and they identify the device when connecting to our server, as well as providing additional information. Other technologies such as tracking pixels, web bugs, web storage, and similar files serve the same purpose. Cookies are stored on your computer.

One type of cookie expires automatically at the end of your session and is referred to as a session cookie. Your user settings are stored as session cookies, so that you can always use this website in the way you prefer. A different cookie, which is permanently stored and anonymous, contains the version number of your Flash player. In addition, Stampin' Up! stores its users' settings such as language selection, speech recognition settings and user IDs for various applications in both session cookies and permanent cookies to simplify the use of the website.

Information on how to disable the use of cookies for our website or in general can be located in the settings of your internet browser.

- You can find the corresponding instructions for Internet Explorer under: <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Apple Safari: <http://www.apple.com/privacy/use-of-cookies/>
- For Google Chrome: <https://support.google.com/chrome/answer/95647>

Disabling cookies means that some of the website's features are no longer available in the way they were intended.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request) for session cookies and Art. 6 Para. 1 f) of the GDPR (legitimate interest) for other cookies, whereby our legitimacy stems first of all from our interest in the evaluation of the data of the website for its optimization, and second of all, a data subject can reasonably foresee at the time of the collection of personal data and in view of the circumstances under which it takes place (the above-mentioned measures in particular) that processing for this purpose may possibly take place.

### Log files for web page views

Stampin' Up! uses external tracking services that implement technology to track non-personal information about visitors to this website. The access data is stored in a log file—the server log—every time a page is accessed. The resulting data set contains the following data:

- your IP address (which can be used to uniquely identify your computer)
- the name and IP address of the computer requesting the page (remote host)
- the time, status, amount of data transferred and website from which you accessed the requested page (referrer)
- the product and version information of the browser you used (user agent)

A standardised file format for the web server log is used for this purpose. Provided that this data is not absolutely necessary for the technical maintenance of the system or system security, it is immediately anonymised, and the original logs deleted. Anonymisation takes place through the removal or shortening of the IP address by assigning a code that is not assigned to any specific user. This means that assignment to a specific or identifiable person is no longer possible. Stampin' Up! uses log data (log files) exclusively in anonymous form for statistical evaluations, without any link or references to your personal data. This enables us to detect possible program errors or incorrect links, and to continuously develop and improve the website. Stampin' Up! does not link page views and usage information to individual people.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request).

## Web analysis software

In addition to the technologies used to execute the page functions, we also employ web analysis software.

Data collected by this software may include:

The time and duration of the visit, the pages visited, the browser used, add-ons/plugin-ins, search engines and referrer URLs.

Cookies can be used to distinguish individual visitors from each another, but the data collected does not allow any identification of individuals.

The web analysis is carried out by Google Analytics, a web analysis service provided by Google, Inc. (“Google”), among others. Google Analytics uses “cookies”—text files stored on your computer—to be able to analyse how you use the website. Due to the activated anonymisation of the data collected, Google shortens your IP address in the member states of the European Union or in other signatory states to the Agreement on the Establishment of a European Economic Community, and only then does it transmit it to the USA.

The complete IP address is only transmitted to a Google server in the USA and then shortened there as an exception. On behalf of the operator of this website, Google will use this information to evaluate your usage of the website, to generate reports on website activity for the website operator and to provide other services associated with website activity and internet use. The IP address transmitted by your browser in connection with Google Analytics is not combined with other Google data.

You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this you may not be able to use the full functionality of this website. You can also prevent the collection of data collected by the cookie and relating to your use of the website and the processing of this data by Google by downloading and installing the browser plug-in available under the following link: <https://tools.google.com/dlpage/gaoptout?hl=en>

For more information on the use of data and the data protection declaration of Google Analytics, please visit: <https://www.google.com/analytics/terms/gb.html> or <http://www.google.com/intl/en/policies/privacy/>

Stampin’ Up! uses Google Analytics exclusively in connection with the “gat.\_anonymizeIp();” extension, so that IP addresses are only stored in shortened, and thus anonymised, form.

The legal basis for such processing is Art. 6 para. 1 f) of the GDPR (legitimate interest) for web tracking technologies, whereby our legitimacy stems first of all from our interest in the evaluation of the data of the website for its optimisation, and second of all, a data subject can reasonably foresee at the time of the collection of personal data and in view of the circumstances under which it takes place (the above-mentioned measures in particular) that processing for this purpose may possibly take place.

## Tracking pixels (web beacons / web bugs)

We may use software technology called tracking pixels (also known as web beacons / web bugs) to help us manage the content on our website better by determining the greatest effectiveness. Tracking pixels are tiny graphics with a unique identifier that function in a manner similar to cookies and are used to track the online movements of web users. Unlike cookies, which are installed on the hard drive of the user’s computer, tracking pixels are invisible. We do not link the data collected by tracking pixels to our customers’ personal data.

We may use tracking pixels in our HTML emails to track which emails have been opened by recipients. This enables us to evaluate the effectiveness of certain communications and of our marketing campaigns.

## Emails

All email messages sent by us that are subject to archiving requirements are stored by us and every email that can be regarded as a business letter or is relevant for tax purposes will not be deleted during the period of the legal obligation to keep records in accordance with tax, commercial, and other applicable laws of the United Kingdom. Furthermore, we collect all email addresses to which messages could not be delivered to enable us to request a current email address. Email messages from Stampin’ Up! may contain graphics or links, the accessing of which allows us to determine whether an email message has been opened. This is done anonymously.

## Purpose of data collection and data storage

The collection, storage, processing and use of data serves to simplify, administer and further develop the website, to process your orders and to implement Stampin' Up's compensation plan; the legal basis according to the GDPR can be found in Stampin' Up!'s data protection declaration or in the corresponding data protection declarations for demonstrators and customers. As part of our ongoing development, we utilise anonymous statistics on the use of our services.

Stampin' Up! is permitted to use your email address, postal address and/or telephone number and those of your customers to provide you with requested customer service or to contact you regarding the status of orders, problems with products, and order processing, as well as other service related questions.

Stampin' Up! will also send you emails for various reasons (e.g. to confirm orders).

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request).

These emails may also contain information about our services, new product offers and promotions, provided you have agreed to the usage of your email address for this purpose.

The legal basis for this processing is Art. 6 para. 1 a) of the GDPR (consent).

You can withdraw this consent at any time. Simply send an email to Stampin' Up!'s Demonstrator support, at [supportuk@stampinup.com](mailto:supportuk@stampinup.com).

## To whom do we disclose your personal data?

Stampin' Up! will not share personal information with third parties for the purposes of their marketing or other purposes unless you have given your explicit consent, or the sharing of information is required by law.

### Employees and contractual partners

Your data may be transferred to employees and third parties who provide technical or organizational services for Stampin' Up! and are bound by instructions.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request) and Art. 28 of the GDPR (order processing).

### Payment processing

In the case of payment processing for orders placed on a demonstrator business website (DBWS), the data for processing the payment transaction is passed on to the payment service provider who is bound by instructions.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request) and Art. 28 of the GDPR (order processing).

### Representative/service provider

We use the services of other companies such as shipping companies for transporting orders and credit card companies for billing. These service providers are prohibited from using your personal information.

The legal basis for this processing is Art. 6 para. 1 b) of the GDPR (fulfilment of your request) and Art. 28 of the GDPR (order processing).

### Independent Demonstrators

Stampin' Up! has granted the right to sell its products to you as an independent contractor ("Independent Demonstrators"). Under GDPR, you are classified as a "Data Controller" of any personal data you collect and hold. As such, you are responsible to comply with all the rules and safeguards set forth under the GDPR.

GDPR contains additional rights that must be afforded to your customers, new demonstrators, and anyone whose personal data you collect (your "Data Subjects"). Please take the time to familiarise yourself with those rights and your GDPR obligations by visiting <https://ec.europa.eu/info/law/law-topic/data-protection>.

The company recognises that the GDPR is a complex set of legal requirements imposed by the EU and incorporated into the national legislation of member states and the United Kingdom, notwithstanding the Brexit legislation. Therefore, Stampin' Up! has put together this list of GDPR best practices to help you comply.

## GDPR Best Practices for Demonstrators

**Give your customers information:** When you collect personal data, identify yourself and let the data subject know how you intend to use their information and how long you are keeping their data. Give your customers a copy of the Privacy Information for Customers document that the company has made available to you and direct them to view Stampin' Up!'s privacy declaration online, which explains how Stampin' up! uses, processes, and transfers their information.

**Delete unneeded customer information:** As a Data Controller, you can hold data for a *legitimate interest* such as performance of a contract (e.g. entering orders and verifying delivery of products). In addition, you may be required under your country's tax act or commercial code to retain certain documentation. However, do not keep data that is out of date or no longer needed.

**Limit your handling of customer data:** Process data only within the scope of the policies and procedures found in the European Demonstrator Handbook and Demonstrator Policies documents.

**Protect customer data:** Take appropriate measures to protect the any personal information you hold. These measures should include password protecting computers, phones, tablets, or other electronic storage devices and keeping papers containing personal information in locked filing cabinets. When you are accessing documents containing personal information, remember to keep the information out of the view of others.

**Perform regular self-assessments:** Undertake a self-assessment to ensure ongoing protection of personal information. You may be asked to report the results of your self-assessment to Stampin' Up! and inform the company of your security standards, policies, procedures, and guidelines.

**Notify Stampin' Up! of any suspected breach:** Please notify the company within 24 hours if you become aware of breach of the protection of personal data within your scope of responsibility.

**Comply with requests to correct, delete, or produce personal information:** If you or Stampin' Up! receives a request to rectify or delete data, you must comply (so make sure your records are easily accessible and up to date). Remember to explain to the data subject any consequences of their request (e.g. they cannot have goods delivered). Please inform Stampin' Up! of any requests for deletion or correction, so that the company can honour the request as well. Data subjects must be provided with all the information you have on them within 30 days of request.

**Obtain "opt-in" requests before electronic marketing:** Remember, you may not electronically market to EU customers unless you have received specific "opt in" consent.

**Register, if required:** As a Data Controller, you may be required to register with the local Data Protection Authorities (DPA). Please check with your local DPA to determine whether you must file or register your information.

**Obtain outside counsel on compliance:** Stampin' Up! does not and cannot provide you with legal, tax, or other professional advice. The general information provided above is provided to you as a courtesy. Stampin' Up! encourages you to seek competent advice on how to comply with GDPR and other data protection laws.

### Transfer as a consequence of a change in legal entity Formatted

Stampin' Up!'s ownership rights may be transferred by merger, acquisition by another company or sale of all or part of its assets, in which case your personal information may also be included in the transferred assets. We will notify you by email, and on our website of any such changes and the protection of your data in this case.

The legal basis for this processing is Art. 6 para. 1 f) of the GDPR (legitimate interest) for the transfer of data in the event of business and ownership changes, whereby our legitimacy stems first of all from our business interest in the corresponding change in assets and second of all, a data subject can reasonably foresee at the time of the collection of personal data and in view of the circumstances under which it takes place (in particular with regard to the aforementioned measures for your possibilities of the handling of your data) that processing for this purpose may possibly take place.

### Disclosure obligations

In some cases, we may be required to disclose your information to public authorities to comply with legal requirements. In such cases, we will take appropriate measures to ensure the confidentiality of your data.

The legal basis for this processing is Art. 6 para. 1 c) of the GDPR (legal obligation).

## Data security

Stampin' Up! takes precautions to ensure that your data is protected against loss, modification, and improper use. Stampin' Up! uses firewalls that are constantly updated and meet industry standards, as well as other security systems. Unfortunately, it is impossible to provide absolute protection against attacks by new viruses or other methods of attacking the secure data systems of internet services. However, Stampin' Up! will initiate civil and criminal proceedings against any attack by hackers and the like, and will notify you of any cases in which your data has been compromised.

## Privacy Shield

Stampin' Up! Inc. adheres to the EU-US Privacy Shield Framework approved by the US Department of Commerce, which relates to the collection, use and storage of personal data from the European Union in the United States, and declares, by means of self-certification, compliance with the principles applicable under this Privacy Shield. To learn more about the Privacy Shield program and to view Stampin' Up!'s certification, visit [www.privacyshield.gov](http://www.privacyshield.gov). If you have any questions, complaints or problems regarding Stampin' Up!'s compliance with the conditions set forth under the Privacy Shield, please call (001) 801-257-5438 or email [mthrockmorton@stampinup.com](mailto:mthrockmorton@stampinup.com) to contact Stampin' Up!'s Chief Data Protection Officer in the United States.

Stampin' Up! uses Secure Socket Layer (SSL) for the encrypted transfer of sensitive data, such as the password for your account and billing information, including credit card information, from your web browser to our web server.

## Access, rectification and deletion

As the data subject of data processing, you have various rights:

- Right to revocation of consents: You can revoke any consents you have given to us at any time. Data processing based on the revoked consent may then no longer be continued in the future.
- Right of access: You can request information about your personal data processed by us. This particularly applies to the purposes of data processing, the categories of personal data, if applicable the categories of recipients, the duration of the storage period, if applicable the origin of your data and if applicable the existence of automated decision making including profiling and if applicable meaningful information on the details thereof.
- Right to rectification: If you change or correct the stored data and delete old entries, the previously entered data is automatically and completely deleted. A specific request for correction or deletion is not required. You can edit your personal data at any time by going to <https://www2.stampinup.com/ECWeb/MyAccount.aspx>. However, you can also demand the correction of incorrect personal data or the completion of your personal data stored by us.
- Right to deletion: You may request the deletion of your personal data stored with us, insofar as the processing thereof is not necessary to exercise the right to freedom of expression and information, to fulfil a legal obligation, for reasons of public interest or to assert, exercise or defend legal claims.
- Right to restriction of processing: You may request that the processing of your personal data be restricted if you dispute the accuracy of the data, or if the processing is unlawful but you refuse the deletion of it. You also have this right if we no longer need the data, but you need it to assert, exercise or defend legal claims. In addition, you have this right if you have objected to the processing of your personal data.
- Right to data portability: You may request that we provide you with the personal data you have provided to us in a structured, common and machine-readable format. Alternatively, you can request the direct transmission of the personal data you have provided to us to another responsible party, as far as this is possible.
- Right to lodge a complaint: You may complain to the supervisory authority responsible for us, for example if you believe that we are processing your personal data illegally.

If we process your personal data based on a legitimate interest, you have the right to object to this processing. If you wish to exercise your right of objection, you only need to notify us in writing. You are welcome to write us a letter, or send us a fax or an email.

The decision to establish a contractual relationship may be based on automated processing of personal data for the purpose of assessing individual personality traits. In the event of a decision rejecting the application, you have the right to assert your position against us and to have the decision reviewed. However, there is no obligation to conclude a contract.

## Changes to this data protection policy

Stampin' Up! reserves the right to make changes to this data protection policy. You will be notified via email or through the company website of changes to this data protection policy. Changes to our online data protection declaration will be effective upon the posting of the revised declaration on the internet or in accordance with legal requirements.

## Contact information

Your trust is important to us. For this reason, Stampin' Up! would like to keep you extensively informed at any time about the processing of your personal data. If you would like more detailed information on any topic, please do not hesitate to contact us:

Stampin' UK Ltd.  
Mercury House  
19-21 Chapel Street  
Marlow  
Bucks, SL7 3HN  
United Kingdom

Phone: 00800 31 81 82 00  
Email: [supportuk@stampinup.com](mailto:supportuk@stampinup.com)

You can contact our data protection officer at [datenschutz@stampinup.com](mailto:datenschutz@stampinup.com).

## Links to other websites

The Stampin' Up! website may contain links to other websites which are neither owned by Stampin' Up! nor under the control of Stampin' Up! Please note that Stampin' Up! bears no responsibility for the data protection practices of such websites.

## Social plugins

Data protection notice when using Facebook plugins:

We have embedded plugins from the social network Facebook, 1601 South California Avenue, Palo Alto, CA, 94304, USA, into our website. You can recognise these plugins by the Facebook logo on this website. A list of Facebook plugins can be found at: <http://developers.facebook.com/docs/plugins/>. When you visit a page on our website with a Facebook plugin, a direct connection is established between your browser and a Facebook server. Using this connection, the plugin provides Facebook with the information that you have accessed a specific page of our website with your IP address. If you click the "like" button on Facebook while logged into your Facebook account, you can link content from our website to your Facebook profile. Facebook can then connect your Facebook account to your visit to this website. Information on Facebook's data protection policy can be found at: <http://de-de.facebook.com/policy.php>. If you do not want Facebook to be able to connect your visit to our website with your Facebook account, please log out of Facebook.

Data protection notice when using Google +1:

Registration and transmission of information: When you click the "Google +1" button, Google stores the information that you made a recommendation (+1) for the content and information of the website you visited when you clicked the +1 button. Your +1 recommendation may be visible to others with your profile name and photo in Google services such as Google Search or your Google Profile. Furthermore, your +1 recommendations may be displayed on other websites or as advertising. Google stores your +1 activity to improve Google services for you and other users. To use the Google +1 button, you need a public Google profile that is visible worldwide, with a name you choose for yourself, and this name is used for all Google services. Sometimes this name can replace the name you generally use to share information in your Google account. The identity of your Google profile may be visible to users who know your email address or have other identifying information about you. Usage of the information collected: Google may share aggregated +1 activity statistics with other users and partners, such as publishers, advertisers or related websites.

The legal basis for this processing is Art. 6 para. 1 a) of the GDPR (consent).

## Enforcement of Company Policies Policy

Each of Stampin' Up! affiliates reserve the right to enforce their respective policies as explained in the *Demonstrator Policies* 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 (IDA), the *Demonstrator Policies*, or any other published policy of the company will be handled initially on an informal basis by the Stampin' Up! compliance department. This department is comprised of a compliance supervisor in your country of residence, possible additional employees,<sup>1</sup> and select employees at the offices of Stampin' Up! Europe GmbH located in Neu-Isenburg, Germany (collectively "the Compliance Department"). This department is responsible for maintaining compliance and harmony with the terms of the IDA and the *Demonstrator Policies* as well as reconciling disputes among demonstrators in the Territory as defined in the IDA.

If a company employee or another demonstrator detects a violation by a demonstrator of the terms of the IDA or the *Demonstrator Policies*, 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 IDA or the *Demonstrator Policies* is usually enough to resolve the matter. However, 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. 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, the compliance supervisor will send the alleged violating demonstrator a letter outlining the issues of the case as well as notice of the date, time, and place of a hearing on the matter. A copy of the letter will also be sent to the Managing Director of the Stampin' Up! affiliate in the demonstrator's country of residence. The compliance supervisor shall select a compliance hearing committee, which shall be comprised of at least one employee of the European Affiliate in the country of the alleged violator's residence and such additional select employees from Stampin' Up! Europe as shall be necessary to create a committee of at least three (3), but not more than five (5), persons. The compliance committee hearing shall be held at the European Affiliate office or at another convenient location in the alleged violating demonstrator's country of residence.<sup>2</sup> With the exception of the compliance supervisor, all other participants, including the alleged violating demonstrator, may attend via telephone. The alleged demonstrator shall be entitled to ten (10) business days written notice. If the demonstrator desires to be accompanied by legal counsel, the demonstrator must, within five (5) days prior to the hearing, notify the compliance supervisor, in writing, of the name, address, and other contact information of the legal representative. Failure to give such notice may result in delay of the hearing. With the majority approval of the compliance hearing committee, the compliance supervisor shall recommend to the Managing Director action to remedy the situation.

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<sup>1</sup> In some countries where there is not yet sufficient need for in-person staffing of a local office, the compliance department shall be served by employees located in Neu-Isenburg, which shall include a specific person designated as Compliance Supervisor for the respective country.

<sup>2</sup> In the event the matter involves cross-border sales, team building activity, or any other actions affecting demonstrators or customers in countries other than the country of residence of the alleged violating demonstrator, then the compliance supervisor, in her/his sole discretion, may require that the hearing be held at a location in such other countries at the convenience of the other demonstrators or customers and according to the applicable rules and laws of that location.

Upon receipt of a recommendation from the compliance supervisor, the Managing Director of the Stampin' Up! affiliate in the violating demonstrator's country of residence may take any action they deem appropriate. The Managing Director may also act without the recommendation of the Compliance Committee and without notice or hearing 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 actions that the Managing Director may take include but shall not be limited to the following:

- A written admonition or warning to a demonstrator, a demonstrator's team group, or part or all of the demonstrator's line of sponsorship clarifying the meaning and application of the applicable provision of the IDA or *Demonstrator Policies* 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, trip (even if the demonstrator has qualified for and otherwise paid for and scheduled for the trip), 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 programme 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
- Discontinuation of suspension
- Removal of team
- Termination of the demonstratorship or impositions of such other conditions as deemed appropriate
- Full reinstatement

## The Appeal Process

With the exception of termination, withholding funds, or the imposition of fines, the Managing Director's decision shall be final. If the Managing Director terminates the demonstratorship, withholds funds, or imposes a fine, the violating demonstrator may, within 10 days following such decision by the Managing Director, appeal the decision by giving written notice to the Managing Director of the Company. The matter will then be first submitted for nonbinding mediation before a single mediator in the city (or reasonably close thereto in order to avoid the requirement of excessive travel by violating demonstrator) where the Stampin' Up! affiliate offices are located. 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 country of the residence of the violating demonstrator. 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 nonbinding mediation process as set forth herein has been completed.

The jurisdiction and venue for any action shall be in the appropriate local, provincial, or federal courts in country of residence of the violating demonstrator (unless otherwise required at the discretion of the company due to cross-border activity of the demonstrator as provided herein). However, the demonstrator agrees that the appropriate respective Stampin' Up! affiliate (also including Stampin' Up! Europe GmbH) may seek injunctive relief as it deems appropriate at any time, even prior to mediation, in any locality, territory, forum, or jurisdiction in order to protect trade secrets, copyrights, trademarks, reputation, 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.

## Doing Business Sections

Stampin' Up! is under no obligation to provide demonstrators with information regarding the laws or regulations regarding selling in the Authorised States. This section contains information about doing business in each specific country in the Authorised States. Details are included that may be helpful for demonstrators as they sell in foreign countries. This information is provided merely as a convenience and does not constitute legal or tax advice and shall not substitute for due diligence which is required of each demonstrator.

STAMPIN' UP! EUROPEAN COUNTRIES OVERVIEW					
	Germany	Austria	France	UK	Netherlands
European Demonstrator Support toll-free service phone number	00800 31 81 82 00				
European Demonstrator Support email address	supportde@stampinup.com	supportat@stampinup.com	supportfr@stampinup.com	supportuk@stampinup.com	supportnl@stampinup.com
Territory	Germany	Austria	Metropolitan France and island of Corsica	Great Britain and Northern Ireland	Netherlands
Operating language	German	German	French	English	Dutch* *Demonstrator Website and catalogues are in English only for this country.
Demonstrator Status	Independent sales person "Selbstständiger Gewerbetreibender" who acts in his/her own name on his/her own invoice	Independent sales person "Eigenhändler des Handels- und Handelsagenten - gewerbes" who acts in his/her own name on his/her own invoice*	Independent sales person "VDI - acheteur-revendeur" or "Commercial Agent" (Agent Commercial) who acts in his/her own name on his/her own invoice	Independent sales person who acts in his/her own name on his/her own invoice	Independent sales person "onafhankelijk demonstrator" who acts in his/her own name on his/her own invoice
Local trade registration required	Yes	Yes	Yes	Yes	Yes
Tax (income) registration required	Once trade has been registered, the Trade office communicates it	Once trade has been registered, the Trade office communicates it	Use link on the URSSAF web page to declare activity:	Newly self-employed demonstrators <b>must</b> register for	When demonstrators register the local trade at the

	to German Fiscal Authority as well. In order to avoid late "surprises", it is advised to communicate to the own tax office at the commencement of the activity.	to Austrian Fiscal Authority and Social Insurance institution as well. In order to avoid late "surprises", it is advised to communicate the commencement of the activity to the own tax office.	<a href="https://www.cfe.urssaf.fr/saisiepl/unsecure_index.jsp">https://www.cfe.urssaf.fr/saisiepl/unsecure_index.jsp</a>	self-assessment within three months of the start date. Demonstrators can register online by visiting <a href="https://online.hmrc.gov.uk/registration/">https://online.hmrc.gov.uk/registration/</a> or by completing and posting either forms CWF1 (single) or SA400 (partnerships) and SA401 (each member of partnership).	chamber of commerce, they will receive the form "startende ondernemer" automatically. It is used to register for all taxes involved. Non-residents need to apply for a "Burger Service Nummer".
	<b>Germany</b>	<b>Austria</b>	<b>France</b>	<b>UK</b>	<b>Netherlands</b>
VAT Registration	<p>Small business "Kleinunternehmer" with no VAT obligations/ claim rights or with VAT registration currently above € 17,500 gross revenue (turnover, not gains) p.a. (Option to register for VAT also below the above threshold is possible).</p> <p>Non-residents have no "small business" option and must register for VAT from the beginning of their selling activity in the country.</p>	<p>Small business "Kleinunternehmer" with no VAT obligations/ claim rights or with VAT registration currently above € 36,000 gross revenue (turnover, not gains) p.a. (Option to register for VAT also below the above threshold is possible).</p> <p>Non-residents have no "small business" option and must register for VAT from the beginning of their selling activity in the country. The "small business" option is possible if the foreigner has an address (second residence) in Austria.</p>	<p>Small business "Franchise en base de TVA" with no VAT obligations/ claims rights if (as of tax year 2015) the preceding year's total turnover did not exceed €82.200. (Option to register for VAT also below the above threshold is possible.)</p> <p>Non-residents have no "small business" option and must register for VAT from the beginning of their selling activity in the country.</p>	<p>Demonstrators' businesses must be registered for VAT if their taxable supplies in any 12-month period exceed a specific limit (£82.000 as of 1 April 2015–Tax Year 2015/16). They may also register voluntarily at any time or if they think their turnover may soon exceed the specific limit. Most VAT registration can be done online on <a href="https://online.hmrc.gov.uk/registration/">https://online.hmrc.gov.uk/registration/</a>. If they are registering a partnership, they will also need to complete form VAT 2. Once registered for VAT, demonstrators need to fill in and submit regular VAT returns online and pay any VAT due electronically.</p>	<p>When demonstrators register the local trade at the chamber of commerce, they will receive the form "startende ondernemer" automatically. It is used to register for all taxes involved.</p> <p>VAT is due on sales and is claimable on expenses if various scaled net amount thresholds* are reached within the year starting at € 1,346 for the total year (as of tax year 2015).</p> <p>*Between output VAT (on sales) and input VAT (on expenses).</p> <p>Non-residents have no "small business" option and must register for VAT from the beginning of their selling</p>

				Non-residents have no "small business" option and must register for VAT from the beginning of their selling activity in the country.	activity in the country.
Copy of VAT registration must be submitted to Stampin' Up!	Not if a Germany-resident, otherwise yes	Not if a (main) residence is in Austria, otherwise yes	Not if a France-resident, otherwise yes	Yes—a copy of the "Certificate of registration for value added tax" must be initially submitted and confirmed once a year	Yes—a copy of the registration with the VAT number
	<b>Germany</b>	<b>Austria</b>	<b>France</b>	<b>UK</b>	<b>Netherlands</b>
Social security registration	No	Austria-resident demonstrators need to provide their "Sozialversicherungsnummer" when signing up to become a demonstrator to enable particular tax return on paid services (monthly commissions and bonuses) exceeding € 450 in any month or €900 in a year.	France-resident demonstrators need to provide their "Numéro de sécurité sociale" when signing up to become a demonstrator.	As a self-employed earner, demonstrators normally have to pay Class 2 National Insurance contributions (NICs), which is a fixed amount paid monthly or quarterly. If their annual profits exceed a certain amount, they also pay Class 4 NICs. They may also apply for Class 2 NICs exception by using the CF10 form if their earnings fall below a certain limit. If approved, HMRC will issue a Certificate of Small Earnings Exception which typically last for two years. If both are employed and self-employed, they may also apply for the deferment of their Class 2 and Class 4 NICs by using a form	No

				CA72B. For further information, please refer to the HMRC website or consult a tax advisor.	
VAT Rate	19.0%	20.0%	20.0%	20.0%	21.0%
Currency	Euro	Euro	Euro	Pound	Euro
Payment options Demonstrator website	Credit card Direct Debit*  * Not for UK-resident demonstrators	Credit card Direct Debit*  * Not for UK-resident demonstrators	Credit card Direct Debit*  * Not for UK-resident demonstrators	Credit card Direct Debit**  ** Only for UK-resident demonstrators	Credit card Direct Debit*  * Not for UK-resident demonstrators
Payment options Online store	Credit card PayPal	Credit card PayPal	Credit card PayPal	Credit card PayPal	Credit card PayPal
	<b>Germany</b>	<b>Austria</b>	<b>France</b>	<b>UK</b>	<b>Netherlands</b>
Payment options Starter Kit	Credit card PayPal	Credit card PayPal	Credit card PayPal	Credit card PayPal	Credit card PayPal
Direct debit requirement	Germany-resident demonstrators need to accept the SEPA direct-debit mandate to grant Stampin' Up! the ability to debit their bank account. Demonstrators may agree to this electronically under Demonstrator Payment Profile on the demonstrator website.  Alternatively, demonstrators may agree to the mandate by signing and submitting a paper version to Stampin' Up! (A printable version of the mandate is available in the Print Lab.)	Austria-resident demonstrators need to accept the SEPA direct-debit mandate to grant Stampin' Up! the ability to debit their bank account. Demonstrators may agree to this electronically under Demonstrator Payment Profile on the demonstrator website.  Alternatively, demonstrators may agree to the mandate by signing and submitting a paper version to Stampin' Up! (A printable version of the mandate is available in the Print Lab.)	France-resident demonstrators need to accept the SEPA direct-debit mandate to grant Stampin' Up! the ability to debit their bank account. Demonstrators may agree to this electronically under Demonstrator Payment Profile on the demonstrator website.  Alternatively, demonstrators may agree to the mandate by signing and submitting a paper version to Stampin' Up! (A printable version of the mandate is available in the Print Lab.)	UK-resident demonstrators need to submit a Direct Debit Mandate (DDI) form to Stampin' Up! as an original document prior to using this payment method (available for UK demonstrators on the demonstrator website under Demonstrator Payment Profile).  Direct debit is not available as a payment method until 10 days after initial signup or change of bank details.	Netherlands-resident demonstrators need to accept the SEPA direct-debit mandate to grant Stampin' Up! the ability to debit their bank account. Demonstrators may agree to this electronically under Payment Profile on the demonstrator website.  Alternatively, demonstrators may agree to the mandate by signing and submitting a paper version to Stampin' Up! (A printable version of the mandate is available in the Print Lab.)

Other			<p>Cooling off period for customers: a demonstrator is not allowed to collect customer payment for an order until seven business days after accepting the order. The only exception to the seven-day cooling-off period is when a sale is made during a prescheduled home meeting (Réunion à domicile prévue à l'avance), in which case immediate payment may be accepted.</p>	<p>Right-to-cancel procedure: if a customer in the UK wishes to cancel an order, the demonstrator must agree to pick up the goods from the customer's home.</p>	
	<b>Germany</b>	<b>Austria</b>	<b>France</b>	<b>UK</b>	<b>Netherlands</b>
Useful internet links for Germany-resident demonstrators	<p>The local Chamber of Industry and Commerce (IHK), e.g. <a href="http://www.frankfurt-main.ihk.de/">http://www.frankfurt-main.ihk.de/</a> or <a href="http://www.ihk-berlin.de/">http://www.ihk-berlin.de/</a></p>	<p>Deutsche Handelskammer in Österreich <a href="http://oesterreich.ahk.de">http://oesterreich.ahk.de</a></p>	<p>Deutsch-Französische Handelskammer <a href="http://www.france-allemande.fr/">http://www.france-allemande.fr/</a></p> <p>Die-deutsch-französische-Industrie,1273.html and/or French Taxation PDF document, see in particular pages 17 and 18: <a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/">http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/</a></p> <p><a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006.pdf">fichedescriptive_1006.pdf</a></p>	<p>German-British Chamber of Commerce <a href="http://grossbritain.ahk.de/en/">http://grossbritain.ahk.de/en/</a></p>	<p>Deutsch-Niederländische Handelskammer <a href="http://www.dnhk.org">http://www.dnhk.org</a></p>
Useful internet links for Austria-resident demonstrators	<p>Außenwirtschafts-Center München Wirtschaftskammer Österreich <a href="http://wko.at/aussenwirtschaft/de">http://wko.at/aussenwirtschaft/de</a></p>	<p>Wirtschaftskammer Österreich <a href="http://portal.wko.at/wk/startseite.wk">http://portal.wko.at/wk/startseite.wk</a></p>	<p>Österreichisch-Französische Handelskammer <a href="http://www.ccfa.at/index.php?lang=de">http://www.ccfa.at/index.php?lang=de</a> and/or French Taxation PDF document, see in particular pages 17 and 18: <a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_">http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_</a></p>	<p>English-Austrian Chamber of Commerce <a href="http://www.abchamber.org/inc/nav.php">http://www.abchamber.org/inc/nav.php</a></p>	<p>Niederländische Handelskammer in Österreich <a href="http://www.nlchamber.at/">http://www.nlchamber.at/</a></p>

			1006/fichedescriptive_1006.pdf		
Useful internet links for France-resident demonstrators	Deutsch-französische Handelskammer <a href="http://www.france-allemande.fr/Die-deutsch-franzosische-Industrie,1273.html">http://www.france-allemande.fr/Die-deutsch-franzosische-Industrie,1273.html</a> or <a href="http://www.france-allemand.com/">http://www.france-allemand.com/</a>	Französisch-österreichische Handelskammer <a href="http://www.ccfa.at/">http://www.ccfa.at/</a>	French Chamber of Commerce <a href="http://www.ccip.fr/">http://www.ccip.fr/</a> and/or French Taxation PDF document, see in particular pages 17 and 18: <a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fichedescriptive_1006.pdf">http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fichedescriptive_1006.pdf</a>	Chambre de Commerce Française de Grande-Bretagne <a href="http://ccfgb.co.uk">http://ccfgb.co.uk</a> or <a href="http://www.franceinlondon.com/en-Business-in-London-71-chambredecommerceafranaise-asw1-afrenchclub.html">http://www.franceinlondon.com/en-Business-in-London-71-chambredecommerceafranaise-asw1-afrenchclub.html</a>	French-Pays-Bas Chambre de Commerce <a href="http://www.cfci.nl/">http://www.cfci.nl/</a>
	<b>Germany</b>	<b>Austria</b>	<b>France</b>	<b>UK</b>	<b>Netherlands</b>
Useful internet links for UK-resident demonstrators	Deutsch-Britische Handelskammer <a href="http://grossbritannien.ahk.de/">http://grossbritannien.ahk.de/</a>	English-Austrian Chamber of Commerce <a href="http://www.abchamber.org/inc/nav.php">http://www.abchamber.org/inc/nav.php</a>	French-English Chamber of Commerce <a href="http://www.franceinlondon.com/fr-Commerces-a-Londres-71-Chambre-de-Commerce-Francaise--SW1.html">http://www.franceinlondon.com/fr-Commerces-a-Londres-71-Chambre-de-Commerce-Francaise--SW1.html</a> and French Taxation PDF document, see in particular pages 17 and 18: <a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fichedescriptive_1006.pdf">http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fichedescriptive_1006.pdf</a>	British Chamber of Commerce <a href="http://www.britishchambers.org.uk/">http://www.britishchambers.org.uk/</a>	The Netherlands British Chamber of Commerce <a href="http://www.nbcc.co.uk">http://www.nbcc.co.uk</a>
Useful internet links for Netherlands-resident demonstrators	Deutsch-Niederländische Handelskammer <a href="http://www.dnhk.org">http://www.dnhk.org</a>	Niederländische Handelskammer in Österreich <a href="http://www.nlchamber.at/">http://www.nlchamber.at/</a>	French-Pays-Bas Chambre de Commerce <a href="http://www.cfci.nl/">http://www.cfci.nl/</a> and French Taxation PDF document, see in particular pages 17 and 18: <a href="http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fiche">http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptive_1006/fiche</a>	The Netherlands British Chamber of Commerce <a href="http://www.nbcc.co.uk">http://www.nbcc.co.uk</a>	Kamer van Koophandel <a href="http://www.kvk.nl">www.kvk.nl</a>

			descriptive_1006.pdf		
<p>Stampin' Up! is under no obligation to provide information nor is allowed to provide advice regarding the laws or regulations on selling in the Authorised European States.</p> <p>The above information is only provided as a general introductory overview.</p> <p>If a demonstrator intends to be active in any of the above listed countries, regardless of whether it is only in your country of residence (and therefore be a business partner of Stampin' Up! in such country) or in any other country, we recommend to seek professional advice.</p>					

## Doing Business in the UK

UK-specific Policies

### Information Commissioners Office (ICO)

As a Data Controller you are legally obliged to pay a fee to the ICO. For information and to pay the fee online, visit: [www.ico.org.uk](http://www.ico.org.uk)

### New Demonstrator Spending Limitation

A Stampin' Up! UK demonstrator may not pay within the first 7 days from entering into the Independent Demonstrator Agreement.

### Training Refund

If a demonstrator is not satisfied with the training they receive at a Stampin' Up! UK event, they may request a refund within 14 days. They should contact Demonstrator Support for assistance.

### Picking Up Right-to-Cancel Returned Goods

UK law has additional requirements than other Authorised States regarding customers returning goods. Specifically, if a customer in the UK cancels their order, the demonstrator must go to their home to collect the products being returned in the following circumstances only: 1) if the demonstrator offered to collect the products in the case of a cancelled order or 2) if the products cannot normally be returned by post. Otherwise, the customer needs to send the products back or get them back to the demonstrator.

## Doing Business in Austria

Austria-specific Policies

### Independent Demonstrator Relationship

Demonstrators in Austria operate as independent agents who act in their own name and on their own invoice.

## Doing Business in France

French-specific Policies

## 7-Day Cooling-Off Period

French customers are guaranteed a seven-day cooling-off period after in-home solicitation. This means demonstrators may not accept payment for an order until seven days after a customer places an order with the demonstrator. The only exception to the 7-day cooling-off period is when a sale is made during a prescheduled home meeting (Réunion à domicile prévue à l'avance), in which case immediate payment may be accepted. This is in addition to the 14-day right-to-cancel period.

## Changes to Registration Status

When a French new demonstrator signs up, they are asked to declare whether they are registered for VAT, as a Commercial Seller, as a Commercial Agent, or as an "auto-entrepreneur". If a demonstrator sells in France but is not a French demonstrator, Stampin' Up! assumes the demonstrator is not registered for these statuses. These statuses let Stampin' Up! know how to correctly remit taxes from the demonstrator's income as a demonstrator. It is each demonstrator's responsibility to notify Demonstrator Support if they are registered for these statuses or if their status changes.

## Independent Home Seller Status

Stampin' Up! does not provide any tax advice, tax or legal counsel, income tax forms, or other such documents that the demonstrator may be required to file. This information is provided only as a courtesy.

As an independent home-based direct-sales agent, demonstrators are free to run their businesses without any schedule constraints or rigorous timetables and with very few burdensome requirements.

Demonstrators are responsible for the commercial activities of their own personal business.

Demonstrators may benefit from one of two statuses: *Vendeur à domicile indépendant (VDI)* or *Agent Commercial*. If a demonstrator wants to apply for an *Agent Commercial* status, they should inform Stampin' Up! before changing their status. It is only mandatory to apply for *Agent Commercial* status if the demonstrator's income exceeds 50 percent of the annual maximum amount of Social Security for three consecutive years. (The status of Home-based direct sales agent (HBDSA) exempts demonstrators from registration with the *Registre du Commerce* – Business Registration Office). As long as their income (not their business revenue) does not exceed this limit during three consecutive years, they should not be required to register.

Demonstrators' administrative burden is therefore greatly reduced since they are entitled to the fiscal status of a micro-business. They can develop and grow their independent demonstratorship with minimal administrative constraints.

## Fiscal Status and Related Legislation

Should the demonstrator's business revenue and income become more substantial, Stampin' Up! recommends contacting an accountant for advice and guidance.

If the demonstrator is not subject to the VAT (value added tax), all completed sales invoices must include the following statement: "exempt from the value added tax—section 293B of CGI (Code général des impôts—equivalent to the *Income Tax Act*)"

The above-mentioned guidelines are provided as information and follow the legislative requirements that are currently active.

It is the demonstrator's responsibility to obtain all the information related to their specific situation and obligations as an independent home-based direct-sales agent from a professional of their choice or from the appropriate authorities.

Stampin' Up! cannot be held responsible for any incorrect information provided as guideline or reference.

## Social Status

As long as a demonstrator has a *Vendeur à domicile indépendant* (VDI) status (see “Independent Home Seller status” above), they may benefit from a simplified social security plan.

The Legislation of 27 January 1993 and its application bylaws allowed for an IDS to contribute to the general social security plan, while remaining independent.

Accordingly, the social contributions, their calculation, and their payment to social agencies are generated by Stampin’ Up! in its capacity as head society of the network.

The VDI social security plan offers the advantage of minimising the social contributions burden.

Therefore, instead of making a contribution based on the totality of your gains, the VDI plan allows demonstrators to calculate the social contributions on a marked-down basis. Those bases are calculated every quarter.

On the other hand, since the VDI are not salaried employees, they do not contribute to and do not benefit from employment insurance for their business.

The portion of the social contributions that a demonstrator must pay off is deducted by Stampin’ Up! from their profits. If the profits do not cover this deduction, the demonstrator’s share of the contributions must be reimbursed by the demonstrator to Stampin’ Up!

A quarterly statement that reflects a demonstrator’s social contributions will be sent to them each calendar quarter, and an adjustment is made according to the final amount of the quarterly contributions.

The calculation of the contributions is based on their total profits and revenues generated by their demonstrator business (monthly commissions, bonuses, incentives, etc.)

Stampin’ Up! will use the demonstrators’ sales history and monthly commissions payment history to compile their margin and calculate their contributions.

The contributions paid through Stampin’ Up! to social agencies may entitle demonstrators to claim redemption fees for medical expenses or daily benefits. (Minimum conditions in terms of work hours equivalents or minimum tax base for the assessment of contributions apply; demonstrators should contact their Medical Benefits Fund for further information.)

Their contributions may also, under certain conditions, count towards pension benefit credits.

The VDI are covered by workers’ compensation insurance.

## Agent Commercial Status

If the independent demonstrator can no longer benefit from the VDI status or wishes to apply for a Commercial Agent status, they must apply with the *Registre Spécial des Agents Commerciaux* (Special Register for Commercial Agents–RSAC) by filling out Cerfa form number 1384703, and also with the *Registre du Commerce et des Sociétés* (Register for Commerce and Businesses–RCS).

All information request and registration formalities of the independent demonstrator are to be conducted with the regional *Centre de Formalité des Entreprises* (Business Formalities Center–CFE).

The status of Commercial Agent gives demonstrators the freedom of business creation and management, multiple independent activities (not subjected to non-competition agreements), choice of legal structure, as well as acquisition and transmission of their company’s assets.

For more information on the Commercial Agent status, go to the *Fédération Nationale des Agents Commerciaux*’s (National Federation of Commercial Agents–FNAC) website.

## Fiscal status of the Commercial Agent & related legislation

If the Commercial Agent is a private individual:

- The Commercial Agent will be subject to income taxes in the *Bénéfices Non Commerciaux* (Non-Commercial Profits - BNC) category, except if they are *entrepreneur individuel à responsabilité limitée* (Limited Liability Individual Entrepreneurship–EIRL), and have chosen the corporate tax scheme (*Impôt sur les sociétés–IS*).

- They must be affiliated to:
  - The *Régime social des indépendants* (Independent workers' social scheme–RSI) to benefit from health, maternity, pension, disability and death coverage,
  - The URSSAF, to benefit from family allowances (payment from family allowance contributions, as well as CSG and CRDS to the URSSAF, allowances paid by the CAF),
- They may become members of an *Association de Gestion Agréée* (accredited management association).

If the Commercial Agent is a legal entity (Limited Liability structures):

- The affiliated directors' and associates' social security scheme (general or for self-employed workers) will depend on the company's legal structure and their status in the company.
- The associates' tax scheme will depend on the company's tax scheme (income tax for Single Person with Limited Liability, corporate tax for others).
- If the company falls under the income tax scheme, it may become member of an accredited management association.

In all cases, Commercial Agents are subject to the *Taxe professionnelle* (Business Tax). However, they benefit from VAT exemption if they are subject to the micro-enterprise tax scheme.

## Specific regulations related to direct sales

Direct sales activities are strictly regulated in France.

When a demonstrator's Stampin' Up! team leader provides a team member with training, the team member will be informed of the legal regulations to abide by in order to process their sales in compliance with all applicable regulations.

The following principles must be strictly enforced:

- Every home-based sale must be documented on an order form. A copy must be provided to the customer and bear the customer's signature. This order form must include several legal statements, such as a reminder of sections L.121-23 to L.121-26 of the Consumer's Code, an easily detachable "buyer's right to cancel" form, the name of the salesperson, detail of the products ordered, etc.
- The Precontractual Information Document (Document d'Information Précontractuelle - DIP) has to be signed, dated, and time dated by the customer at least 15 minutes before the final Order Form.
- The order form that demonstrators fill in must be signed, dated, and time dated by the customer. The sale is valid only after both the Precontractual Information Document and the Order Form have been signed, dated, and time dated.

To help demonstrators comply with all the applicable legislation, Stampin' Up! has produced order forms that demonstrators are required to use.

Demonstrators should ensure that they have signed the buyer's right to cancel and their order form on the bottom reverse side of the form. This is a mandatory requirement to comply with the legislation. The customer needs to print clearly on the order form and fill in all the sections related to the customer's order before the demonstrator signs and asks their client to sign.

Should the right-to-cancel waiting period apply (see the right to cancel information above), demonstrators may only deliver products to their client at their own risk. In case of non-payment by the client, the demonstrator will need to recover the products.

In demonstrators' own interest and in the interest of the entire Stampin' Up! network, Stampin' Up! recommends that demonstrators respect and comply with all application of legislation related to home-based direct sales.

## **Doing Business in Germany**

Germany-specific Policies

### **Independent Demonstrator Relationship**

Demonstrators in Germany operate as independent agents who act in their own name and on their own invoice.

## **Doing Business in the Netherlands**

Netherlands-specific Policies

### **Independent Demonstrator Relationship**

Demonstrators in the Netherlands operate as independent agents who act in their own name and on their own invoice.

## Updates

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

### **Effective October 2021:**

- Removed customer credit cards as payment option for OEX orders in the Doing Business in the UK section
- Adjusted references to the European Union and Affiliate EU Partners following Brexit
- Minor corrections

### **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
- Removed references to flex points and adjusted wording to align with new Compensation Plan
- Adjusted references to the Stampin' Up! Values to align with the new values
- Clarified in Other Internet Activity policy that websites and email addresses may not include any Stampin' Up! registered trademarks, names, or taglines
- Change to the conditions of use of the Find a Demonstrator Near Me option
- Added PayPal as a payment option
- Specified Dutch as supported language in the Netherlands
- Corrected date for status change in France

