



# AMWAY SOUTH AFRICA **RULES OF CONDUCT AND POLICIES**





# Amway



**We believe in ...**



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PART ONE

# RULES OF CONDUCT



# THE CODE OF ETHICS FOR AMWAY BUSINESS OWNERS



As owner of my Amway Business (AB), I agree to conduct my Amway Business according to the following ethical guidelines:

1. As a basic guideline in my activities as an Amway Business Owner (ABO), I will endeavour to always treat others as I would have them treat me.
2. I will respect and follow this Code of Ethics and the Rules of Conduct observing not only “the letter” but also “the spirit” of the Rules.
3. I will present Amway products and the Amway Sales and Marketing Plan to all prospective ABOs in a truthful and honest manner, and I will make sure to present only what is approved in official Amway literature.
4. I will be courteous and prompt in the handling of any and all claims, following procedures prescribed in official Amway literature for exchanges and returns.
5. I will conduct myself in such a manner as to reflect only the highest standards of integrity, frankness and responsibility because I recognise that my conduct as an ABO has far-reaching effects.
6. I will accept and carry out the responsibilities of an ABO (and those of sponsor and Platinum if I reach such level), as set forth in official Amway literature.
7. In my Amway product sales activities, and for the purposes of protecting the Sales and Marketing Plan, I will use only Amway-produced or Amway-authorized literature.

# SECTION 1: INTRODUCTION



The Rules of Conduct (“Rules”) define and establish: (1) certain principles to be followed in the development and maintenance of an Amway Business (“AB”); and (2) the rights, duties, and responsibilities of each Amway Business Owner (“ABO”).

Amway and its ABOs have a binding contractual relationship. The terms and conditions of this relationship are set forth in (1) the ABO Contract; (2) the Business Handbook, which include these Rules of Conduct, and (3) other official Amway literature, policies, or other communications.

From time to time, the contents of these documents are changed. Amway will notify the ABOs of such changes in a timely manner in official Amway literature. The changes will become effective upon publication. In order to preserve the goals and purposes of the Amway Sales and Marketing Plan, Amway reserves to itself the sole right to adopt, amend, modify, supplement, or rescind any or all of these Rules, as necessary.

**HEADINGS: THE HEADINGS OF THE SECTIONS, PARAGRAPHS AND SUB-PARAGRAPHS ARE INCLUDED FOR PURPOSES OF CONVENIENCE ONLY, AND SHALL NOT AFFECT THE CONSTRUCTION, OR INTERPRETATION OF ANY OF THE PROVISIONS CONTAINED HEREIN.**

## SECTION 2: DEFINITIONS



**Alticor Inc. or Alticor:** Alticor Inc., 7575 East Fulton Street, Ada, Michigan, 49355, USA, or any parent, sister or subsidiary, depending on the context.

**Amway:** Amway South Africa (Pty) Ltd

**Amway Business Handbook:** The reference handbook supplied to all ABOs which provides key information on: 'Money Management', 'Building your Amway Business', 'Introducing Amway', 'Amway Sales and Marketing Plan', 'Rewards and Awards', 'Operating Policies and Procedures', 'International and Foster Sponsoring'; and these 'Rules of Conduct'.

**Amway Business Opportunity:** The products, marketing, support and compensation system offered by Amway pursuant to the ABO Contract

**Amway Business Opportunity Kit:** The collection of literature, sales aids and other products and materials that ABOs receive in connection with acceptance by Amway of their ABO Contract. The Amway Business Opportunity Kit is made up of the: The collection of literature, sales aids and other materials of products provided to a person prior to the submission of an ABO Contract and payment of the cost of the Amway Business Opportunity Kit.

**Amway Business Policies:** Principles and policies set forth in official Amway literature, including the Rules of Conduct, Code of Ethics, Zero Tolerance Policies and various other policies and bulletins that may be published by Amway from time to time which are incorporated by reference into the ABO Contract.

**Amway Produced Business Support Materials ("Amway BSM"):** Business Support Materials produced by, or on behalf of Amway.

**Amway Products:** All goods made available by Amway for sale, marketing and/or promotion by ABOs, except for Amway Produced Business Support Materials.

**Amway Sales and Marketing Plan ("Plan"):** The system used to calculate the Commission compensation and recognition for ABOs based on product sales as described in the Amway Business Handbook and other official Amway literature.

**Amway Satisfaction Guarantee:** means that Amway stands behind the quality of Amway products and guarantees customer satisfaction.

**Amway Services:** All services made available by Amway for sale, supply, marketing and/or promotion by ABOs, except for Amway Produced Business Support Materials.

**Business Group:** All downline ABOs of an ABO, but not including any downline Platinum ABOs or the ABOs sponsored by a downline Platinum ABO.

**Business Support Materials ("BSM"):** The definition for BSM is intended to be interpreted broadly and includes, by way of example, the following: printed materials, audio-video and multimedia productions, internet-based products and services, non-Amway recognition and award systems, meetings and other events, and other materials or equipment used to provide information or support the sale of Amway products or services, as well as coupons, vouchers, tickets or standing order/subscription programmes relating to any of the previously mentioned. When the term BSM is used without the preface "Amway Produced", it refers to non-Amway produced BSM only.

**Business Volume (BV):** A monetary amount assigned to each product on which commissions are calculated.

**Commission:** The payment, in whatever form, that ABOs receive from Amway for fulfilling their obligation under the ABO Contract provided in accordance with the Amway Sales and Marketing Plan.

**Cross-Border Activities:** Amway Distributors around the world are aware that the activities of each individual Distributor can have a significant and far-reaching impact on the businesses of other Distributors, often across national borders. Distributors must follow the Rules of Conduct/Commercial Principles in any market in which they are conducting any activity related to their Amway business. Failure to do so will breach their existing Distributor Contract and could seriously impact the status of their Distributor Contract(s). It is the responsibility of the Distributor to be aware of the Rules of Conduct/Commercial Principles in that market.

**Group Volume:** This volume is used to calculate an ABO's Performance Incentive Commission percentage level. Group Volume includes all the volume in your group down to, but not including, the first 21% Performance Incentive Commission level ABO.

**ABO:** Amway Business Owner. A person who has signed an ABO Contract with Amway that has been accepted by Amway. An ABO is an independent contractor. He is not a commercial representative, employee, agent or broker. He buys and sells Amway products and services in his own name and on his own account. Certain ABOs may be referred to by other designations, such as Platinum, Emerald, Diamond, etc., in accordance with qualification awarded by Amway pursuant to conditions set forth in the Amway Sales and Marketing Plan and other official Amway literature.

**ABO Contract:** Refers to the ABO Registration Form/ Contract along with the incorporated documents that form the terms of the contractual agreement between ABOs and Amway.

**ABO in Good Standing:** For the purposes of interpreting and applying the Rules of Conduct only, the term "good standing" shall refer to an ABO who is currently authorised by Amway to hold himself out as an ABO and whose conduct complies with the letter and spirit of the Rules of Conduct and Amway Business Policies for each market in which an ABO has a presence; is not engaged in conduct that negatively affects the reputation of Amway, its affiliates, and its ABOs; is not engaged in conduct that supports or defends the activity of other ABOs which jeopardises the ongoing nature of an Amway affiliate or otherwise is inconsistent with the other criteria set forth herein; is not engaged in conduct that does not comply with all applicable laws and regulations in each country and whose conduct demonstrates cultural insensitivity in a given market. The interpretation of all applicable laws and regulations is the sole responsibility of the Amway affiliates. An ABO shall adhere to the Amway affiliate's interpretation of Rules.

**Calendar Day:** Unless otherwise stipulated 'day' shall be defined as 'calendar day' in the sense of all days of the week, including Saturday, Sunday as well as bank and public holidays.

**Husband and Wife:** considered equivalent to a registered partnership couple (or similar term acceptable by local law), while 'married person' and 'spouse' is considered equivalent to a registered partner (similar term acceptable by local law).

**Interim Administrator:** An ABO who is appointed by Amway or an ABO, who by agreement, looks after another ABO's AB. This appointment will only be effective after an 'Interim Administrator Agreement Form' has been correctly completed, signed and accepted by Amway in accordance with the Rules of Conduct.

**International Leadership Commission:** A monthly Commission earned by an International Sponsor for Commissions earned by qualified ABOs in another market, as specified in the Amway Sales and Marketing Plan.

**Leadership Commission:** A monthly Commission earned by those ABOs who have one or more qualified Legs downline and meet the minimum requirements to receive this Commission, as described in the Amway Sales and Marketing Plan.

**Leave Behind Brochure:** The document prepared by Amway from time to time, which must be given to prospective ABOs who have seen the Amway Sales and Marketing Plan and which informs them about Amway and the Amway business opportunity.

**Line of Sponsorship:** All ABOs upline from you: your Sponsor, your Sponsor's Sponsor, continuing up until you reach Amway.

**Member:** A person who has become a Member by signing a Member Registration which has been accepted by Amway.

**Platinum ABO:** An ABO that has achieved the award level of Platinum in accordance with the Amway Sales and Marketing Plan.

**Point Value (PV):** A numerical assigned to a product to determine Commission and award levels.

**Privacy Policy:** A policy adopted by Amway that describes Amway's collection, use, dissemination and transfer of personal data held on databases or record systems of Amway as well as Amway's undertakings to protect this data and the rights of data subjects in relation thereto.

**Prospect:** A potential ABO, Member or Retail Customer.

**Qualified Leg:** A Leg where at least one ABO downline has achieved the Maximum Performance Incentive Commission level.

**Retail Customer:** The customer of the ABO, but shall not include any ABO or the spouse of an ABO.

**Rules of Conduct (Rules), Code of Ethics (COE), BSM Policy, Privacy Policy, Zero Tolerance Policies (ZTP), International Sponsoring Policy and Website Policy.**

The rules laid down by Amway. These form part of the terms and conditions to which all ABOs agree to adhere when they sign the ABO Contract to become an ABO. They exist to prevent misrepresentations or abuse of the Amway Sales and Marketing Plan and all ABOs must operate their business within both the spirit and letter of these rules.

**Sponsor:** There can be one of three relationships:

- Personal Sponsor: An ABO who registers a Prospect into the Amway Business Opportunity;
- International Sponsor: An ABO who is introduced to the Amway Business Opportunity by a Sponsor ("International Sponsor") from another Amway market.
- Foster Sponsor: An ABO in the affiliate who is designated to provide training to an Internationally Sponsored ABO.

**Stacking:** Stacking occurs when an upline ABO places a new ABO under another ABO in the Amway Line of Sponsorship without regard for whether the ABO knows and has a relationship with the frontline sponsor. Accordingly, stacking is deemed to take place when a new ABO doesn't know their sponsor or doesn't agree with whom their registered sponsor is. In all such cases, stacking is strictly prohibited and is a serious violation of Rule 4.22 the Plan Manipulation Rule.

**Upline:** Any ABO above an ABO in the Line of Sponsorship

**Volume:** PV and/or BV, as the context requires.

**Volume Equivalency:** Provides an alternative qualification opportunity for individuals who fail to qualify all twelve months in a qualification period Volume Equivalency provides an ongoing incentive by allowing an ABO who misses one or two months a means to meet the 12-month qualification via an annual volume requirement.

## SECTION 3: BECOMING AN ABO



- 3.1. ABO Contract and Amway Business Opportunity Kit:** To become a duly authorised ABO capable of merchandising Amway products and services and sponsoring others, an applicant must purchase the Amway Business Opportunity Kit and complete and sign the ABO Contract. An Amway Business (AB) shall be formed initially by the individual applicants as sole proprietor or as a non-formal partnership as detailed in the ABO Contract. The ABO Contract must be sent to, and accepted by, Amway for authorisation in accordance with the provisions of Rule 3.3.
- 3.1.1** No ABO shall present the Amway Business Opportunity as anything other than a business opportunity available to anyone regardless of race, gender, nationality, religious or political beliefs.
- 3.2 Husband and Wife ABO:** If husband and wife want to build an Amway Business together, they must be sponsored together on a single AB. If one spouse is already an ABO, the other spouse, upon electing to become an ABO together with his/her spouse, must join his or her spouse's contract with Amway. A legally recognised married person (including Local Law marriages) signing an ABO Contract acknowledges that any action of the non-signatory spouse undertaken in connection with the AB of the signatory spouse shall be deemed to have occurred at the request and with the authorisation of the signing spouse, and the signing spouse shall be responsible under the ABO Contract for any activity of the non-signatory spouse that is contrary to the ABO Contract, including the Rules of Conduct and Amway Business Policies.
- 3.2.1** A husband and wife are deemed to operate their AB together if both are parties of the ABO contract and the application is signed by both spouses. Therefore, each is held accountable for the actions of the other in so far as the Rules of Conduct are concerned. A husband and wife may not operate separate ABs or enter into separate ABO Contracts.
- 3.2.1.1** A married person signing an ABO application acknowledges that as allowed by binding law, assumes the responsibility for any action of the non-signatory spouse undertaken in connection with the AB of the signatory spouse shall be deemed to have occurred at the request and with the authorization of the signing spouse. The signing spouse shall be responsible under the ABO contract for any activity of the non-signatory spouse that violates or is contrary to the ABO contract including the Rules of Conduct and Amway Policies.
- 3.2.2** If two ABO become married to each other, each spouse can keep the business or decide to surrender the business and join the other spouse's AB.
- 3.3 Requirements:** Without limiting Amway's rights, the following are requirements for becoming an ABO or renewing an ABO Contract:
- 3.3.1** Must not be in jail or otherwise confined to any correctional institution;
- 3.3.2** Must be at least 18 years of age;
- 3.3.3** Must not have been suspended from his current profession or business by any professional association, society, or institution;
- 3.3.4** Must not be unable to manage his or her business due to mental reasons;
- 3.3.5** Must not have been terminated for breach of contract under a previous ABO Contract or contract with another Amway affiliate; and
- 3.3.6** Must comply with Section 6.4 of these Rules of Conduct if the applicant previously operated under an ABO Contract that was terminated or expired (and has not been renewed).

**3.3.7** Must not be an employee of a direct-selling company at the time of the initial application or during the term of his or her authorisation as an ABO.

**3.3.8** Must not be insolvent or an un-rehabilitated insolvent.

**3.4 Acceptance or Rejection of ABO Contract or Renewal of ABO Contract:** Amway reserves the right to accept or reject any ABO Contract. Likewise, Amway reserves the right to refuse any renewal request and can revoke an ABO Contract if an ABO's activities have not been in accordance with the Rules of Conduct or if the ABO is not an ABO in Good Standing. In case the registration has been completed on the official Amway website and the information about Amway acceptance of the registration has been delivered to the applicant as set forth in Rules of Conduct the ABO is authorized to conduct Amway Business according to Rules of Conduct and Amway Policies.

The ABO has the obligation to submit a signed version of the application form no later than 30 calendar days after the registration, either:

- a) By delivering a signed hard copy either in person, by post or hand delivery; or
- b) By sending the hard copy via e-mail or fax to Amway

The contract will be automatically terminated in case this deadline is not met.

In addition, Amway may unilaterally without explanation or reason, terminate the ABO Contract within 14 calendar days after receiving a signed hardcopy version of the ABO registration form that was submitted timely. In such a case Amway will refund the ABO any sums paid to Amway in connection with the contract. Upon expiration of 14 calendar days the contract may be terminated only pursuant to Section 12 of the Rules of Conduct.

**3.5 Date of Authorisation:** An ABO Contract shall be considered accepted by Amway when it receives a completed and signed ABO Application and its contents are verified with Amway's ABO records database.

**3.6 Prohibited Sponsoring Practices:** Neither a Prospect, as a condition to becoming a new ABO, nor any currently authorised ABO, as a condition to receiving from the Sponsor assistance in the development of such person's AB, shall be required to:

**3.6.1** Purchase any specified amount of products or services.

**3.6.2** Maintain a specified minimum inventory.

**3.6.3** Purchase any non-Amway produced "starter," "decision," or other "pack" or "kit."

**3.6.4** Purchase CDs, literature, audio-visual aids, or other materials or participate in any "tape of the month" or "tape of the week" programmes.

**3.6.5** Purchase tickets for and/or attend or participate in rallies, seminars, or other meetings.

The only requirement which a sponsoring ABO can impose upon a Prospect whom he is willing to sponsor is that the new ABO shall purchase an official Amway Business Opportunity Kit (without substitution or alteration of the contents) and sign an ABO Contract and mail it to Amway.

**3.7 Term and Expiration:** Generally, the term of an AB is 1 January to 31 December of each year. Unless the ABO Contract is renewed in accordance with Rule 3.8 of the Rules of Conduct and the Amway Business Policies, an ABO Contract expires or may be terminated in accordance with these Rules of Conduct. As specified in the ABO Contract, unless earlier terminated by the ABO or Amway, the ABO Contract shall automatically terminate on December 31 of the initial contract year, if it is signed on or before August 31, or December 31 of the next year if the ABO Contract is signed after August 31.

**3.7.1 Buy-Back Rule:** Upon expiration or the termination of the ABO Contract, an ABO may apply to Amway to return any unsold inventory of Amway products and services that he may possess, provided that such products are in new, unused and saleable condition. Amway will repurchase such products at the cost for

which such ABO purchased such Amway products from Amway, less a 10% administrative handling and restocking charge and any non-recoverable taxes, less any commission amounts that have been paid on the respective purchases, and less any amounts that are due and owing by the ABO to Amway. In the event that an ABO Contract is terminated for an ABO's breach, Amway shall have discretion as to the repurchase of products and services under this Buy-Back Rule.

- 3.8 Renewal:** An ABO's initial approval expires as described above in Rule 3.7. The membership fee and renewal procedures are published annually via electronic communication. An ABO who seeks to renew is required to follow the process as outlined in the communication and pay the renewal fee. Without limiting Amway's discretion to deny renewal of an ABO contract the following automatically disqualify an ABO from renewal of his ABO contract:
- 3.8.1** The ABO was operating in a manner that was contrary to the reputation and interests of Amway; or
  - 3.8.2** The ABO did not comply with, or is in breach of, the ABO Contract within the twelve (12) months preceding the period for which renewal is sought; or
  - 3.8.3** Failure to meet the requirements outlined in Rule 3.3 of these Rules of Conduct
- 3.9 Termination:** An ABO may terminate the ABO Contract at any time by providing Amway with written notice of termination at Amway's specified address. Notices to ABOs will be sent to the address listed on Amway's records.
- 3.10 Members:**
- 3.10.1** An ABO who resigns may immediately register as a Member under his original Sponsor and has to remain in that position for a period of 12 months. Upon completion of the 12 months the Member can move to another ABO as a Member or as an ABO. A Member may register again as an ABO under a different Sponsor only on completion of 12 months as a Member under his original Sponsor.
  - 3.10.2 To maintain the existing Line of Sponsorship a Member:**
    - 3.10.2.1** who was a former ABO may not encourage any former ABOs or Members to move from his original position in the LOS to another position in the LOS for a period of 2 years;
    - 3.10.2.2** for a period of two years may not register existing ABOs or Members who were downline in the LOS sign an ABO Registration Form and join his or her spouse's AB.
- 3.11 Informal Partnerships:** In the case of an informal partnership, the Amway AB shall be only under the names of the individuals who are partners and not under a business name that the partnership might use for transactions.
- 3.12 ABs Operated through a Legal Entity:** An Amway Business Owner may apply to Amway to operate the AB through a legal entity, provided it complies with certain requirements and conditions, and the entity's sole purpose is the operation of the Amway Business Opportunity. The person signing the ABO Contract on behalf of a legal entity must be an authorized representative of that legal entity and must personally meet the qualifications set forth in Rule 3.3 above. A legal entity may be required to submit, in addition to other documents, proof of existence and qualification to conduct the activities anticipated in the ABO Contract, proof of compliance with applicable registration requirements, a document (such as an Authorisation for Legal Entity Form) containing various information about and agreements of both the legal entity and the founders and management of the legal entity, or such other similar information and documentation as Amway may request.
- 3.13 Invitations Limited to Two Persons:** Invitations for business seminars, leadership seminars, incentive trips and other events organised by Amway are issued at Amway's absolute discretion and in any event will only be extended to two individuals per AB. These individuals shall be the ones listed on Amway's records as the owners of the AB. In the case of a legal entity AB, the principals must indicate at the beginning of the ABO performance year, in writing, which two individuals should be considered for such invitations.

- 3.14 Conspiracy; Inducement to Breach:** An ABO shall not conspire with any other person to breach or induce a breach of an ABO Contract or to induce or attempt to induce another ABO to breach an ABO Contract. Any such activity shall constitute a breach of the ABO Contract.
- 3.15 Exceeding Scope of Authorisation:** An ABO shall not exceed the scope of authorisations granted pursuant to the ABO Contract. Any such activity shall constitute a breach of the ABO Contract.
- 3.16 Representations and Warranties:** An ABO shall not make any false representation or statement to Amway, nor induce Amway to enter into an ABO Contract under false pretenses, nor breach any representation or warranties implied in this contract or by law. Any such activity shall constitute a breach of the ABO Contract.
- 3.17 Multiple Breaches:** It is a breach of the ABO Contract for an ABO to allow any breaches to remain uncorrected following notification from Amway of the existence of the same, or to have multiple simultaneous, serial or repeating breaches of the ABO Contract.
- 3.18 Zero Tolerance Policy; Unauthorised Activity in Unauthorised Markets:** It is a breach of the ABO Contract for an ABO to conduct ABO activities in markets in which he or she is not authorised to conduct business. It is a breach of the ABO Contract to conduct ABO activities in markets in which Amway is not doing business, activity such as posting a website. Such unauthorised activity may result in, without prejudice to any rights and remedies otherwise available, the immediate suspension of the ABO's rights and privileges for an indefinite period of time.
- 3.18.1** Amway defines "ABO activity" as engaging or benefiting from any activity which promotes or builds the Amway Business Opportunity. Inactivity is defined in Rule 6.4.2.
- 3.18.2** Prospecting websites directed at a market(s) in which the ABO is not authorised to conduct business are considered "unauthorised activity".
- 3.19 Activity Outside the Region or Activity Outside the Market Where the ABO Is Registered:**
- 3.19.1** ABOs who engage, directly or indirectly, in any activity related to the Amway business in a jurisdiction outside of the Region must do so in a manner that complies with the letter and spirit of the applicable laws, regulations, rules, policies and procedures of the Amway affiliate in that jurisdiction, regardless of whether they are registered ABOs in that jurisdiction. For the purpose of complying with this provision, ABOs must inform themselves with laws, regulations, rules, policies and procedures of the Amway affiliate in the respective jurisdiction. Failure to do so shall be a breach of the ABO Contract in all jurisdictions in which the ABO holds a contract with Amway. In such case Amway may take action and sanctions as described in Section 11 of Rules of Conduct.
- 3.19.2** No ABO shall conduct ABO activities in markets Amway has not opened (also refer to Global Zero Tolerance Policy on Unopened Markets, available on [www.amway.co.za](http://www.amway.co.za)). Amway defines ABO activity" as any activity which is designated to promote or build the Amway Business as defined in the rule 6.4.2 of the Rules of Conduct.
- 3.20 Circumvention of the Rules of Conduct:** In the case of an attempt to circumvent or acting against the intent of the Rules of Conduct, Amway may at any time take corrective action at the Amway affiliate's discretion.

## SECTION 4: RESPONSIBILITIES AND OBLIGATIONS OF ALL AMWAY BUSINESS OWNERS



- 4.1 Abide by the Amway Business Policies/Amendments/Duty of Good Faith:** At all times, ABOs must strictly adhere to the guidelines, procedures and policies stated in the Amway Business Policies of which these Rules of Conduct are a part, in addition to the Amway Sales and Marketing Plan, and, in each case, any amendments made to such from time to time. All ABOs are charged with the duty of good faith and fair dealing under the terms of the ABO Contract.
- 4.1.1 **Duty to Report Violations:** An ABO shall promptly advise Amway of any information relating to another ABO's actual, potential or threatened violation of the ABO Contract, including the Amway Business Policies, or any applicable laws or regulations.
- 4.1.2 **Cooperation with Investigations:** ABOs shall cooperate in any investigation undertaken by Amway into activities that are potentially in contravention of his or her ABO Contract or the ABO Contract of another ABO.
- 4.2 Cross Group Buying or Selling:** No ABO shall engage in cross-group buying or selling. "Cross group buying and selling" occurs when an ABO sells Amway distributed or supplied products and/or services to another ABO.
- 4.2.1 An ABO must only purchase Amway products and services and Amway literature supplies directly from Amway in order to be eligible for the awards and rewards of the Amway Sales & Marketing Plan.
- 4.2.2 An ABO must not sell Amway products and services to another ABO
- 4.3 Retail Stores:** No ABO shall permit Amway products or services to be sold or displayed in retail establishments whose main purpose is the sale of products and services to the public, including, but not limited to places like schools, fairs, ships, flea markets, auctions, kiosks, unauthorised internet websites or military bases; nor shall he or she permit any Amway products or services to appear in such locations even if the products or services are not for sale. No promotional material related to Amway products or services or Amway literature shall be displayed in retail establishments.
- 4.3.1 An ABO who works in or owns a retail store must operate his or her AB separate and apart from the retail store. Such ABOs must secure customers for his Amway business in the same manner as ABOs who have no connection with a retail store and otherwise abide by this Rule 4.3. Other types of retail establishments, which are not technically retail stores, such as barber shops, beauty shops, or professional offices, etc., likewise may not be used to display Amway products, information about Amway services, or promotional material related to Amway products or services or Amway literature.
- 4.3.2 An ABO may not present the Amway Sales and Marketing Plan or solicit participation in the Amway Sales and Marketing Plan through any broadcast communication methods including mass mailings, telemarketing, national or international advertising, radio, television, facsimile services, computer communication networks including the Internet, or any other means by which personal contact with a Prospect is not present. However, ABOs may use digital media or maintain an Internet website for use with Prospects, provided the contents of such media or website meets the requirements set out in the ABO BSM Policy, and otherwise complies with the Rules of Conduct.

- 4.4 Truthful and Accurate:** No ABO shall make any offer to sell any Amway products or services which are not accurate and truthful as to price, grade, quality, performance, and availability. ABOs shall not:
- 4.4.1 Make exaggerated product claims not authorised by Amway with regards to Amway's products or products distributed by Amway;
  - 4.4.2 In any way whatsoever, represent Amway incorrectly with regard to prices, quality, standards, grades, contents, style or model, place of origin or availability of Amway's products or products distributed by Amway;
  - 4.4.3 State that Amway's products or products distributed by Amway are backed, approved, or present any features as regards to yield, accessories, uses or benefits that they do not have, or
  - 4.4.4 Act or present in any way whatsoever Amway, its products or the products Amway distributes, in a fraudulent manner or promote products that do not belong to Amway as if they did.
- 4.5 Repackaging:** ABOs may not repackage products or Amway Business Opportunity Kits, change the content of products or Amway Business Opportunity Kits, or otherwise change or alter any of the packaging labels of Amway products, Amway Business Opportunity Kits or services.
- 4.6 Written Sales Receipt:** An ABO who takes and/or delivers an order in person shall deliver to the Retail Customer at the time of sale, a written and dated order or receipt which shall: (a) describe the product(s) sold, (b) state the price charged, (c) give the name, address, and telephone number of the selling ABO, and (d) include Amway's Satisfaction Guarantee (as stated in Rule 4.7 of the Rules of Conduct).
- 4.7 Satisfaction Guarantee:** Whenever a Retail Customer requests Satisfaction Guarantee service within the stated guarantee period, an ABO shall immediately offer the individual his or her choice of a) full credit toward the purchase of another product; b) exchange for a like product; or c) full refund.
- 4.7.1 ABOs shall advise Amway of any complaint regarding the Satisfaction Guarantee from a Retail Customer and provide copies of all correspondence and details of all conversations regarding the complaint as requested.
  - 4.7.2 ABOs are not authorised to make any type of offer or compromise or render Amway liable for any complaint or product return.
  - 4.7.3 ABOs will be held strictly liable for claims they make which exceed the terms of the Satisfaction Guarantee and shall indemnify and hold Amway harmless for claims made to that effect.
  - 4.7.4 The South African Consumer Protection Act needs to be complied with by ABOS.
- 4.8 Compliance with Applicable Laws, Regulations and Codes:** ABOs shall comply with all laws, regulations and codes that apply to the operation of their AB wherever their business may be conducted. ABOs must not conduct any activity that could jeopardise the reputation of the ABO and/or Amway. Upon request, ABOs shall without delay provide any information requested about an ABO's activities or any other activities known by the ABO (even with respect to other ABOs). In all such communications with Amway, the ABO shall act with absolute candour and good faith.
- 4.9 Deceptive or Unlawful Trade Practices:** No ABO shall engage in any deceptive or unlawful trade practice.
- 4.10 Unlawful Business Enterprises or Activities:** An ABO shall not operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity.
- 4.11 Professionalism:** An ABO shall at all times conduct himself in a courteous and considerate manner and shall not engage in any high-pressure tactics, but shall make a fair presentation of the Amway Sales and Marketing Plan and/or Amway products or services.

- 4.12 ABO Relationship:** No ABO shall represent that he or she has any employment relationship with Amway or any of its affiliated companies and/or other ABOs.
- 4.12.1 ABOs shall not give a false representation as to the nature of the relationship between Amway and its ABOs, or make any representation, except in accordance with the explanation given in the Amway Business Handbook and Amway Business Policies or other official literature of Amway.
- 4.12.2 ABOs own their ABs and operate as independent contractors of Amway. They shall not imply that they are employees of Amway, nor shall they refer to themselves as “agents”, “managers” or “company representatives”, nor shall they use such terminology or descriptive phrases on their stationery or other printed materials.
- 4.12.3 ABOs may not use their ABO identification cards to create the impression that they are in an employment relationship with Amway.
- 4.13 Franchises and Territories:** No ABO shall represent to anyone that there are exclusive franchises or territories available under the Amway Sales and Marketing Plan. The Sales and Marketing Plan cannot be described in a manner that represents the Amway Business Opportunity as a franchise opportunity.
- 4.14 Non-Amway Selling Activities:**
- 4.14.1 No ABO who personally sells products other than Amway products or who sells services (e.g., tax services, insurance, investments, et cetera) shall induce another ABO to buy or sell such products or services, nor shall he offer to sell such products or services to any ABO. Induce means, persuade (or attempt to persuade) another ABO to sell any product or service whether or not this is done to obtain revenues or for any other reason. This rule also applies to investments, securities and loans, regardless of their source.
- 4.14.2 No ABO may sell, promote or profit from the sale or promotion of BSM except in accordance with any policies or procedures established by Amway as set forth in Rule 7 of the Rules of Conduct and any BSM Policy or other Amway policies and procedures.
- 4.14.3 Except as provided in Rule 6.11, ABOs may engage in selling activities related to non-Amway approved or non-Amway- produced products and services if they personally desire to do so, but they may not take advantage of an activity organized especially to promote Amway products or Amway, or any other ABO’s efforts or resources, or of their knowledge of, or association with, other ABOs, especially those not personally sponsored by them, to promote and expand their non-Amway businesses. To do so constitutes an unwarranted and unreasonable interference in the business of other ABOs. For example, this does not prevent an ABO regularly engaged in the operation of a gasoline station, repair garage, retail establishment, barber or beauty shop, or a professional service (law, medicine, dentistry, or accounting) from serving clients or customers who are ABOs and who have sought them out, but it does mean that such ABO may not actively solicit the patronage of other ABOs who are not personally sponsored by him or her.
- 4.14.4 With respect to married couples, a spouse who signs the ABO Contract is held accountable for the actions of a non-signing spouse as well as for a spouse signing as Applicant 2 and/or any other person nominated on the ABO Contract with limited rights and duties so far as the ABO Contract and the Amway Business Policies are concerned. Activities conducted by a non-signatory spouse or other person nominated on the ABO Contract which would be in violation of the Amway Business Policies or otherwise in breach of the ABO Contract shall be attributed to the ABO. Amway further reserves the right to terminate the ABO Contract or take other actions under the Amway Business Policies in the event that either the ABO or the ABO’s spouse or other person nominated on the ABO Contract takes advantage of his or her knowledge of, or association with, other ABOs to promote and expand his or her non-Amway Business.

- 4.15 Interference in Another ABO's AB; Inducement:** It is a breach of the ABO Contract for an ABO to:
- 4.15.1 Interfere or attempt to interfere with another ABO's AB; or
  - 4.15.2 Induce or attempt to induce another ABO to change his position in the Line of Sponsorship, to transfer or abandon his AB, or to sponsor or not sponsor a particular Prospect; or
  - 4.15.3 To induce or attempt to induce another ABO to deny training, education, motivation or other support to a downline ABO; or
  - 4.15.4 To induce or attempt to induce another ABO to breach his/her ABO Contract.
- 4.16 Exporting/Importing Amway's Products:** No ABO may export or import, or knowingly sell to others who export or import, Amway's products to or from any other country in which Amway has established operations, into or from any country regardless of whether or not Amway is doing business in that country.
- 4.16.1 ABOs shall not export or import, or knowingly sell for import or export, Amway products from any country in which Amway has established operations, into any other country
    - 4.16.1.2 ABOs may, however, take Amway products across borders for personal use, with the following limitations; when visiting another country:
      - 4.16.1.2.1 The ABO must personally place the product order in the home market or country.
      - 4.16.1.2.2 No couriers, shipping companies, or freight forwarders may be involved.
      - 4.16.1.2.3 The order cannot be placed as a customer order for an overseas customer if the ABO has a multiple business in that country.
      - 4.16.1.2.4 The products are for the ABO's personal use only and may not be resold, distributed, or given away under any circumstances.
      - 4.16.1.2.5 The ABO's order should not be more than a reasonable amount of product, estimated at R4800 per annum
      - 4.16.1.2.6 Durables (e.g. water treatment systems, air treatment systems) may not be carried from one market to another under any circumstances.
      - 4.16.1.2.7 The personal use exclusion may not be used more than once per year or as a business-building strategy.
- 4.17 Sound Business Practices:** An ABO must operate his or her AB in a financially responsible, solvent, and businesslike manner. Amway shall have the right to take action against any ABO that it knows or reasonably believes is operating his AB in a financially irresponsible or un-businesslike manner. If the ABO has outstanding debts with Amway, for instance, among others, the amount of Amway Products ordered, Amway may deduct such amount from the Commissions payable to the ABO or ignore his qualification until the debt is liquidated.
- 4.17.1 Bankruptcy or Insolvency: The ABO acknowledges and agrees that:
    - 4.17.1.1 The ABO shall notify Amway immediately upon commencement of any bankruptcy or insolvency proceedings involving the ABO, or if a receiver, trustee or similar office is appointed to manage the ABOs assets, or if any assets are seized by the court or regulatory order or taken in execution of an unsatisfied judgment or a debt.
    - 4.17.1.2 Amway may terminate the ABO Contract with an ABO, or alter its terms of conducting business with the ABO, or negotiate with the trustee in bankruptcy or responsible official concerning arrangements for the disposal of any products belonging to Amway which are in the possession of the ABO.

4.17.1.3 Amway may negotiate with any trustee in bankruptcy, receiver or other responsible official concerning arrangements for the disposition of the ABO Contract and the ABO's AB.

4.17.1.4 If as a result of bankruptcy an AB is sold, assigned or otherwise transferred, in part or whole, such sale, assignments or transfer shall not become final and no changes in ownership shall be implemented until such has been approved by Amway. In determining whether or not to approve such sale, assignment or transfer, Amway may consider, without limitation, the following factors:

4.17.1.4.1 The ABO Buyer's expertise in the business and demonstrated knowledge of the Amway Sales and Marketing Plan and the Amway Business Opportunity;

4.17.1.4.2 The ABO Buyer's understanding of the Rules of Conduct and willingness to abide by them;

4.17.1.4.3 The ABO Buyer's resources to operate the Seller's AB and ability to provide necessary downline training and support;

4.17.1.4.4 Any relevant market factors that may impact the ABO Buyer's operation of the AB, including their relationship with the Line of Sponsorship;

4.17.1.4.5 Whether the Buyer is currently engaged in any dispute or possesses any conflict which may impact their ability to operate the Seller's AB.

**4.18 Inventory Control Rule:** Amway does not require stock keeping or purchase of inventory. ABOs may not purchase or counsel other ABOs to purchase products for any purpose other than the provision of such product to end consumers.

4.18.1 Sales to End Consumers: Amway pays Commissions under the Amway Sales and Marketing Plan based on sales to end consumers. For an ABO to be entitled to compensation under the Amway Sales and Marketing Plan, products must be sold to end consumers in amounts proportionate to the ABO's purchases.

Amway reserves the right to withhold all qualifications, awards and rewards if in Amway's judgment it is determined that purchases are not proportionate to sales to end consumers.

4.19 All ABOs may designate an individual as Interim Administrator to manage his/her Amway business if the ABO is away from it. If the ABO does not designate an Interim Administrator and his/her Amway business is not operated in conformity with the Amway Sales and Marketing Plan and the Rules of Conduct with occasional amendments, or if the Interim Administrator does not cover the ABO's responsibilities as provided in the Sales and Marketing Plan and the Rules of Conduct with occasional amendments, at Amway's request, the ABO must designate an Interim Administrator or a substitute Administrator, as the case may be. If the ABO did not act promptly in reply to Amway's requests based on this Rule or if he did not satisfactorily designate an Interim Administrator, the AB may be terminated at Amway's absolute discretion. At its sole discretion, Amway reserves the right to designate an Interim Administrator if the ABO does not act promptly in reply to Amway's requests based on this Rule.

**4.20 Unsolicited E-mail Messages:** No ABO shall send, transmit, or otherwise communicate any unsolicited electronic mail messages in whatever format to persons with whom the ABO does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending e-mails, postings in newsgroups, mass SMS messages (Short Messaging System) purchased mailing lists, "safe lists", or other lists of individuals or entities with which the ABO does not have a relationship.)

4.20.1 Spamming: "Spamming" is when somebody sends out unsolicited messages via electronically means (e. g. fax, e-mail or SMS messages) to individuals or groups. ABOs shall not send, transmit, or otherwise communicate via electronically means to persons without their prior explicit written consent. This includes, but is not limited to, sending messages on Social media or via e-mails through newsgroups, purchased mailing lists, "safe lists", or other lists of individuals or entities.

4.20.2 **Employment Postings:** If an ABO responds to an electronic employment posting for someone seeking an employment opportunity, they shall clearly state within the first paragraph of the response that they are offering a business opportunity and not an employment opportunity. Any materials used with a Prospect must be approved by Amway in accordance with Rule 7 herein. 14

**4.21 Fundraising:** No ABO shall use Amway products in conjunction with any type of fundraising activity. Fundraising includes but is not limited to the solicitation for the purchase of Amway products or services based on the fact that all, or some, of the gains, proceeds, commissions, or profits generated by such sale will benefit a particular ABO, group, organisation or cause.

**4.22 Amway Sales and Marketing Plan Manipulation:** No ABO shall manipulate the Amway Sales and Marketing Plan or award volume in any way which results in the payment of Commissions or other awards and recognition that have not been earned in accordance with the terms of the Amway Sales and Marketing Plan and/or the Amway Business Handbook. The strategic and artificial structuring of the Line of Sponsorship for the purpose of depth building by using the concept of ‘stacking’ is considered to be manipulation and an unacceptable business practice. Stacking is a violation of this Rule. Amway in its sole discretion will determine what constitutes manipulation or stacking (Stacking occurs when an upline ABO places a new ABO under another ABO in the Amway Line of Sponsorship without regard for whether the ABO knows and has a relationship with the frontline sponsor. Accordingly, stacking is deemed to take place when a new ABO doesn’t know their sponsor or doesn’t agree with whom their registered sponsor is. In all such cases, stacking is strictly prohibited and is a serious violation of Rule 4.22 the Plan Manipulation Rule).

**4.23 Personal/Business Information Update:** All ABOs are responsible for communicating any updates or changes to their personal information (e.g., name, address, and telephone numbers, etc.) or business information (e.g., addition/deletion of partner, change of business status, etc.) to Amway.

**4.24 Proprietary Information and Confidentiality.**

All ABOs to abide by the Amway Privacy Policy contained on the [www.amway.co.za](http://www.amway.co.za) as well as the provisions contained in Section 9 of the Rules of Conduct, pertaining the use of the Amway trade name, trademarks and copyrighted materials, Amway is the holder and the owner of confidential and proprietary information and trade secrets relating to its products, business and the Line of Sponsorship (“LOS”) as defined in the Amway Rules of Conduct, (“Confidential Information”). website

All ABOs acknowledge and agree that all such Confidential Information shall at all times remain the property of Amway, and that, to the extent that access is granted for the use of Confidential Information in the course of performance of the Contract, such Confidential Information shall only be used to the extent and for the purposes authorized in the Contract. Confidential Information shall not be transferred or disclosed to any third party, including another ABO, except in accordance with express terms of the Contract, without the prior written authorization of Amway. Upon termination or non-renewal of the Contract, all Confidential Information in an ABO’s possession shall be returned to Amway. All ABOs acknowledge and agree that any breach of this provision shall cause irreparable damage to Amway, entitling Amway to immediate injunctive or similar relief to prevent further breach of the Contract or disclosure of the Confidential Information. Any confidentiality obligations under this provision shall survive the termination of the Contract.

4.24.1 Amway is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained by Amway. The ABO acknowledges all proprietary information is owned by Amway through the considerable expenditure of time effort and resources.

4.24.2 ABOs are granted a personal, non-exclusive, non-transferable and revocable right by Amway to use Proprietary Information only as necessary to facilitate their Amway Business as contemplated under the Rules of Conduct including, for example, the Confidentiality Policy and other terms and conditions of the ABO Contract. Amway reserves the right to deny or revoke this right, upon reasonable notice to the ABO stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Amway, such is necessary to protect the confidentiality or value of Proprietary Information.

4.24.3 All ABOs shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality.

- 4.24.4 An ABO shall not compile, organize, access, create lists of, or otherwise use or disclose Proprietary Information except as authorized by Amway. A ABO shall not disclose Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses.
- 4.24.5 Use or disclosure of Proprietary Information, other than as authorized by Amway, shall cause significant and irreparable harm to Amway, and Amway may claim appropriate, compensation for damages as well as demand a ABO refrain from the harmful conduct as well as seek any other remedies under applicable laws.
- 4.24.6 In case of disclosure of the Proprietary Information, voluntary or not, by a ABO to any third person, the ABO should immediately notify Amway about that fact and take the necessary measures in order to (a) prevent further disclosure by such third party and (b) oblige such third party to sign a confidentiality and non-disclosure agreement for the benefit of Amway and under no less stringent terms that those provided within this Rule 4.24.
- 4.24.7 An ABO shall promptly return any and all Proprietary Information or any copy of same to Amway upon resignation, expiration, failure to renew, denial of extension or termination of his or her ABOship and shall refrain from any further use.
- 4.24.8 The confidentiality obligations set out in this Rule 4.24 shall survive during the term of the ABO Contract as well as after the date of its expiration or termination by any cause.

**4.25 Risk to Reputation**

- 4.25.1 As a part of normal business activities including, but not limited to, statements made from stage, ABOs may not:
  - 1. Promote religious, political, and/or personal social beliefs;
  - 2. Advocate that success is dependent on holding certain beliefs;
  - 3. Recommend certain religious or spiritual writings and practices;
  - 4. Conduct worship services;
  - 5. Exaggerate income, by making representation that incorporate other income source (e.g. income from BSM; an ABO's non-Amway business, etc.) and suggest or imply that it is the result of building an AB;
  - 6. Promote from stage or in any BSM any non-Amway business opportunity, solicit during an Amway event attendance at meetings for the purpose of presenting another business opportunity;
  - 7. Substitute group or non-Amway organisational identity for the Amway business;
  - 8. Advocate that success is possible only if the ABO makes use of a BSM system in a defined manner;
  - 9. Imply that Amway is "just a supplier," or that the ABO represents a business opportunity of which "Amway is a part" or that the ABO is a "E-Amway" or some other web-based ABO, or that the ABO "out-sources" administrative support from Amway, etc.
  - 10. Misrepresent the nature of income from the Amway business as being, including but not limited to, residual, passive or royalty based income.
- 4.25.2 Personal reflections on the following are not appropriate:
  - 1. Preferences regarding specific political views, parties, candidates or elected officials, or
  - 2. Social and cultural issues.
- 4.25.3 Discussions from a business stage must only pertain to those ethics and attitudes directly relating to business or business building.
- 4.25.4 Income representations, whether direct or implied, must reflect a realistic income potential from participation in the Amway Sales and Marketing Plan.
- 4.25.5 Participation in a BSM system must always be framed as an optional aspect of supporting the building of an AB.

- 4.26 Cross-Border Activities:** Amway Distributors around the world are aware that the activities of each individual Distributor can have a significant and far-reaching impact on the businesses of other Distributors, often across national borders. Distributors must follow the Rules of Conduct/Commercial Principles in any market in which they are conducting any activity related to their Amway business. Failure to do so will breach their existing Distributor Contract and could seriously impact the status of their Distributor Contract(s). It is the responsibility of the Distributor to be aware of the Rules of Conduct/Commercial Principles in that market.
- 4.27 Sales of Products by ABOs:** Amway products may only be demonstrated and/or sold by ABOs.
- 4.28 Presentation of the Business Opportunity by ABOs:** The Amway Business Opportunity may only be presented to a prospective ABO by an ABO. Only ABOs may sponsor a new ABO.
- 4.29 International Sponsorship:** When an ABO initiates a second business in a market different from the market of his original business, the second business must be internationally sponsored by the original business. Subsequent businesses (third, fourth etc.) must also be internationally linked to either the original business or his other business. Refer to the International Sponsoring Policy on [www.amway.co.za](http://www.amway.co.za)

## SECTION 5: RESPONSIBILITIES AND OBLIGATIONS OF ALL SPONSORS



**5.1 Duties and Responsibilities of Sponsors:** An ABO who engages in sponsoring activity or who sponsors an ABO shall:

- 5.1.1 Sell to the sponsored ABO an unaltered Amway Business Opportunity Kit; and
- 5.1.2 Be in compliance with the ABO Contract, and meet all requirements as set forth in the ABO Contract including Amway Business Policies; and
- 5.1.3 Train and motivate the sponsored ABO in accordance with Amway Business Policies, or cooperate with the upline Platinum ABO to ensure that this training and motivation occurs; and
- 5.1.4 A Sponsor must preserve the Amway relationship between himself/herself and those ABOs sponsored by him or her; and
- 5.1.5 Use his best efforts to ensure that personally sponsored ABOs fully comply with the ABO Contract, including the Amway Business Policies, and all applicable laws and Regulations and;
- 5.1.6 Use his best efforts to encourage personally sponsored ABOs to attend official Amway meetings and functions and;
- 5.1.7 Explain the responsibilities and obligations of an ABO under the ABO Contract, including the Amway Business Policies and instruct the sponsored ABO on how to operate an AB in accordance with the ABO Contract, Amway Business Policies, in addition to the Amway Business Handbook and other official Amway literature.

**5.2 ABOs at the Platinum Level:** To attain and retain the title and privileges of an ABO at the Platinum level or above, an ABO must initially qualify and then requalify within each qualification period (September 1 to August 31). The requirements of qualification and requalification are specified in the Amway Business Handbook.

- 5.2.1 **Responsibilities:** Included among the responsibilities and functions of a Platinum ABO are the duties to:
  - 5.2.1.1 Subject to any approvals or restrictions set forth by Amway with respect to BSM, conduct or provide access to periodic sales meetings for the purpose of training and inspiring the ABOs who are in the downline Business Groups from them and maintain frequent mail or phone contact with the same;
  - 5.2.1.2 Support and comply with the Rules of Conduct and educate and assure that other downline ABOs do the same;
  - 5.2.1.3 Protect the sponsorship rights of each ABO in the Platinum's downline Business Group;
  - 5.2.1.4 Encourage the Business Group to properly complete and submit ABO Contracts and, as applicable, to follow the requirements for renewal set out in Rule 3.8; and,
  - 5.2.1.5 Provide training to the ABOs in the Business Group in the operation of the Satisfaction Guarantee on products and services sold to end consumers as stated in the Amway Business Handbook and Rule 4.7.

5.2.1.6 In addition to the provisions as set forth in rule 4.14, once an ABO is, or ever has been, qualified at the level of Platinum or above, he/she shall inform Amway, prior to engaging in or carrying on any business or service, either directly or indirectly, which may be considered to be in competition with, or similar to the businesses of Amway, whether for his/her own account, or for the account of any other person using or exploiting any confidential information belonging to Amway, its customers or ABOs/Member.

## SECTION 6: PRESERVATION OF THE LINE OF SPONSORSHIP



- 6.1 Protection of the Line of Sponsorship:** Preservation of the Lines of Sponsorship is Amway's paramount objective. The sale of an ownership interest in an AB, transferring an AB, merging two ABs, or separating or dividing an AB requires prior approval by Amway. This approval will be at Amway's sole discretion.
- 6.1.1 The transfer of an ABO (with or without his group) moves the sponsorship of that AB from one ABO to another.
- 6.1.2 When an AB is sold, such AB shall remain in the same position in the Line of Sponsorship; it is not transferred anywhere in the Line of Sponsorship.
- 6.1.3 Transfers may not be used to strategically restructure an ABO Business Group.
- 6.1.4 Amway reserves the right to deny a transfer request at its complete and sole discretion.
- 6.2 Individual Transfers:** An individual transfer involves the transfer of an ABO without any of his sponsored ABOs. Without limiting or restricting in any way Amway's powers and discretion under Rule 6.1 above:
- 6.2.1 Any ABO who wants to change Sponsors must submit a written request to Amway accompanied by (1) a written release signed by all upline ABOs in the Line of Sponsorship up to and including the first qualified Platinum or Above, and (2) a written acceptance from the new Sponsor and new Platinum or Above. The written acceptance from the new Sponsor and Platinum or Above confirms that they will incur all responsibilities of the transferring ABO.
- 6.2.2 Amway will also contact any International Sponsor and International Leadership Commission recipients and will allow 30 days for comment.
- 6.2.3 Amway reserves the right to deny a transfer request at its absolute discretion.
- 6.3 Group Transfers:** A group transfer involves the transfer of an ABO with all or some the downline Business Group. Without limiting or restricting in any way Amway's absolute discretion under 6.1 above:
- 6.3.1 An ABO who wishes to transfer to a different Sponsor with all or part of the downline Business Group must submit a written request to Amway accompanied by the written consent from all ABOs in the Line of Sponsorship up to and including the first ABO who is qualified at the Platinum or above level and all ABOs who are qualified at the Platinum or above level up to and including the first ABO who is qualified at the Emerald or above level.
- 6.3.1.1 If the first upline ABO who is qualified at a formal award level is a qualified Emerald or above, written consent must be received from the next ABO who is qualified at the Platinum or above who is upline from that Emerald.
- 6.3.1.2 Amway will then notify the first qualified upline Diamond ABO and allow 15 days for comment.
- 6.3.2 The transfer request must be accompanied by written consents of all those ABOs, including those internationally sponsored, who the transferring ABO wishes to take with him and the written acceptance of the transfer, signed by the new Sponsor and Platinum or above ABO to which the requester wants to be transferred.
- 6.3.2.1 Amway will also contact any International Sponsor and International Leadership Commission recipients and will allow 30 days for comment.

6.3.3 No ABO currently recognised by the company as a Group Leader (e.g., Silver Producer, Gold Producer, Platinum, or Ruby, etc.) can be transferred with the downline Business Group.

6.3.3.1 A former Group Leader ABO may be transferred with the downline Business Group only if more than (2) two full years have elapsed since the last month in which the ABO was recognised as such, provided there has been compliance with the procedures outlined above.

6.3.3.2 Amway reserves the right to deny a transfer request at its absolute discretion.

**6.4 Six Month Inactivity:** An ABO who wishes to TERMINATE (by resignation or failure to renew) his AB under his present Sponsor and who thereafter becomes inactive for a period of six or more consecutive months shall cease to be an authorised ABO and may, following the lapse of the inactivity period, be sponsored as a new ABO under a new Sponsor. The date on which Amway receives the letter of resignation begins the inactivity period. A letter of confirmation is sent by Amway to the ABO and his former Sponsor and Platinum acknowledging the start of the inactivity period. A person who has not renewed his ABO Contract and has not submitted a letter of resignation will be considered to have not Renewed on the date his AB expired and must remain inactive six months from that date except as allowed in Rule 3.2, Applicants may not apply under this Rule to become a partner in an already existing AB. Any breach of the six months' inactivity period and at the sole discretion and approval of Amway, requires the re-start of the inactivity period from the date of the breach.

6.4.1 To sponsor an ABO under this Rule, the applicant must complete a new ABO Contract which may be obtained from Amway. When Amway receives an ABO Contract, it notifies the original ABO at the Platinum or above level of the fact and grants him 15 days to file an objection to the inactivity claim. If evidence of activity during the six-month period is substantiated, Amway will refuse to honour the sponsorship under the new Sponsor. The right of an ABO to contest the sponsorship of a former ABO who is now sponsored under a different Sponsor ceases when two years have elapsed since the date Amway accepted the application under the new Sponsor.

6.4.2 **Definition of Inactivity:** Inactivity for purposes of this Rule shall mean that during the period of inactivity, the ABO shall be completely inactive, which means such ABO:

6.4.2.1 Shall not have purchased products or services of Amway as an ABO for personal use (although he may do so as a Retail Customer)

6.4.2.2 Shall not have sold any products or services of Amway except pursuant to the "buy-back" rule, shall not have engaged in any phase of a product sale/purchase (e.g., taking an order, making a delivery, or accepting payment);

6.4.2.3 Shall not have presented the Amway Sales and Marketing Plan to any Prospect;

6.4.2.4 Shall not have Renewed his AB;

6.4.2.5 Shall not have attended any recruiting, training, or motivational meeting conducted by any ABO or any Amway-sponsored meetings; and

6.4.2.6 Shall not have accepted or received any payment of Commissions, such as ongoing Commissions or normal monthly Commissions.

6.4.2.7 For purposes of this Rule, the following shall NOT constitute activity and do not, therefore, interrupt the running of the six-month inactivity period so long as the former ABO is otherwise inactive:

6.4.2.7.1 Procuring and/or submitting a written request for transfer;

6.4.2.7.2 Filing a request for the review of an Amway decision; or

6.4.2.7.3 Directing an inquiry to Amway as to the status of his AB.

- 6.4.2.8 During the inactive period, the former ABO must not participate in any activity under another AB in the name of his parents, siblings, or others acting on his or her behalf or he shall be determined as “active” for the purposes of this Rule.
- 6.4.2.9 When either a husband or wife is an ABO, both must fulfill the six-month inactivity requirements before one or both can be sponsored again as an ABO.
- 6.4.2.10 If the ABO who is changing Sponsors under this Rule also has any internationally sponsored ABOs, the ABO’s internationally sponsored ABOs are forfeited once the six-month inactivity period has begun and Amway has acknowledged it in writing.
- 6.4.2.11 If the ABO who is changing Sponsors under this Rule also owns Amway businesses in other markets, he must elect one of them to be the International Sponsor of his new AB when completing the new ABO Contract. If the ABO who is changing Sponsors has any internationally sponsored ABOs, the internationally sponsored ABOs are forfeited once the six-month inactivity period has begun and Amway has acknowledged it in writing.
- 6.4.3 **Two Year Inactivity:** An ABO who transfers to or who following six or more months of inactivity applies for sponsorship under a new Sponsor pursuant to the provisions of this Rule, may not be sponsored by any ABO who was previously above him or her in his or her original position in the Line of Sponsorship up to and including the first ABO qualified at the Platinum or above level, or below him in his former Business Group down to and including the first ABO qualified at the Platinum or above level, unless at least two years have elapsed since the termination of his AB.
- 6.4.4 An ABO who transfers to, or who, following six or more months of inactivity, is sponsored under a new Sponsor pursuant to the provisions of this Rule, shall have no right to sponsor in his new Business Group any ABO who was previously above him in his original position in the Line of Sponsorship up to and including the first ABO qualified at the Platinum or above level, or below him in his former Business Group down to and including the first ABO qualified at the Platinum or above level. However, an ABO who has been inactive for a period of two years following his resignation may be sponsored by any sponsor, including his former Sponsor who may have since been transferred to or sponsored by a different Sponsor.
- 6.4.5 An ABO’s continuing business activity in another country will not affect his eligibility to be authorised again as an ABO after six months of inactivity as an ABO in any other country in which Amway conducts business.
- 6.4.6 A formerly foster sponsored ABO may sponsor again subject to paragraphs 6.4.1, 6.4.2, 6.4.3, and 6.4.4 and the following conditions:
- 6.4.6.1 At the time of application, the former ABO must specify whether or not he wishes to be internationally and foster sponsored again, and
- 6.4.6.2 A former ABO may not be personally sponsored by a Sponsor who was previously above him in his original position in the foster Line of Sponsorship up to an including the first ABO qualified at the Platinum or above level, or below him in his original Business Group down to and including the first ABO qualified at the Platinum or above level unless two or more years have elapsed since the termination of his AB.
- 6.4.7 **Corrective Action:** If any provisions to this Rule are violated, Amway may take corrective action, which may include, but is not limited to, the termination of the violating ABO’s AB, and transferring downline Business Group and/or the Business Volume generated during the period of violation to the appropriate qualifying ABO
- 6.5 **Sale of an AB:** An ABO who owns an AB (whether or not qualified as a Platinum AB or above) may sell his AB only to another authorised ABO as prescribed by this rule. Amway requires that specific terms of sale be included in any sales agreement. Such terms and a sample sales agreement may be obtained from Amway. In order to preserve the Line of Sponsorship, the selling ABO must offer his AB in the order of priority stated below and the ABOs interested in purchasing the AB must meet all of the terms and conditions as set forth in these Rules.

The sale of an Amway Business is subject to Amway's express written approval. An ABO selling his Amway Business shall state the minimum acceptable conditions of sale, including price, in writing, and shall offer the Amway Business for sale at the same conditions to ABOs in the order of priority set forth in Sections 6.5.1 – 6.5.5 of the Rules of Conduct.

- 6.5.1 The first option to purchase belongs to his International Sponsor, who retains throughout the sales negotiations the right to acquire the same by meeting the price and conditions of any bonafide offer received by and deemed acceptable to the seller;
- 6.5.2 The second option to purchase belongs to his local Foster Sponsor so long as the first option has not been exercised. In the event the selling ABO has no International Sponsor, the local Sponsor retains the right to acquire the AB by meeting the price and conditions of any bonafide offer received by and deemed acceptable to the seller;
- 6.5.3 The third option, exercisable so long as the first or second options above have not been exercised, belongs to any one of the seller's personally sponsored ABOs
- 6.5.4 The fourth option, exercisable so long as the first, second, or third options above have not been exercised, belongs to any qualified Platinum ABO or above either up or down the Line of Sponsorship to the next qualified Diamond;
- 6.5.5 The final option, exercisable so long as the first, second, third, or fourth options above have not been exercised, belongs to any ABO in Good Standing.
- 6.5.6 All purchasing ABOs must be in good standing as determined by Amway. All sales must be reviewed and approved by Amway before they become final. Amway reserves the right to approve all sales at its own discretion. No changes in ownership will be implemented until the sales agreement has been received and approved by Amway.
- 6.5.7 If the ABO wishes to sell his AB under terms and conditions different from those of his first offer, the AB must be once again offered for sale under the revised terms and conditions in accordance with the order of priority indicated above.
- 6.5.8 All purchasing ABOs must meet the following criteria as reasonably determined by Amway. Failure to meet the following criteria will act as if the offer to purchase was revoked or the option to purchase was never exercised:
  - 6.5.8.1 Possess sufficient expertise in the business so as to demonstrate a complete and accurate understanding of the Amway Sales and Marketing Plan and the Amway Business Opportunity;
  - 6.5.8.2 Possess a complete and accurate understanding of the Rules of Conduct and demonstrate a willingness to abide by them;
  - 6.5.8.3 Possess adequate resources to operate the seller's AB and to provide necessary training and support;
  - 6.5.8.4 Possess an understanding of any relevant market factors that may impact the operation of the seller's AB;
  - 6.5.8.5 Not currently be engaged in any dispute or possess any conflict which may impact their ability to operate the seller's AB.

**6.6 Mergers and Combinations of ABs:** Mergers of ABs resulting from failure to file a renewal application, termination, resignation, death (with no designation of succession by heirs) or some involuntary event or cause beyond the control of any of the owners, are permitted, only with the express approval of Amway in writing.

- 6.6.1 Only those mergers or combinations resulting from failure to renew, termination, resignation, death (with no designation of succession by heirs), or some involuntary event or cause beyond the control of any of

the owners, shall be permitted, provided, however, that the merging business has fewer than two (2) qualified legs. A permissible merger and combination must not be implemented until the same has been reviewed and approved by Amway.

6.6.2 Under no circumstances will Amway approve a merger which results in an ABO attaining a higher award level.

**6.7 One Amway Business Rule:** An ABO may own, have an interest in, be a signatory on or be listed as a designee on only one ABO Contract in only one AB except as provided in Rules 6.7.1– 6.7.4 of the Rules of Conduct. Only under the following circumstances may an ABO have interest ownership in more than one AB:

6.7.1 Where two ABOs marry

6.7.2 Where an existing AB purchases another AB pursuant to Rule 6.5.

6.7.3 Where an ABO (transferor), in order to facilitate the transfer of his AB in the event of his death, requests the name of another existing ABO be added to his AB. The name of the transferor(s) must continue to be on the AB until his death and supporting estate-planning documentation must be provided to Amway;

6.7.4 Where an existing ABO inherits all or a portion of an AB.

6.7.5 In the event an ABO owns or has an ownership interest in two or more ABs pursuant to this Rule, he may operate such ABs jointly under a single legal umbrella, but Amway shall continue to deal with such ABs as separate ABs and will only recognise them as separate, individual ABs for award and Commission purposes.

**6.8 Divorce, Separation or other Dissolution of a non-spousal partnership or legal entity:** Whenever an AB is ordered to be separated or divided as the result of a legal marital separation, divorce, dissolution of a non-spousal partnership or corporation (where applicable), the separation or division must be accomplished in such a way as not to adversely affect the interests and income of the AB in the Line of Sponsorship.

6.8.1 Divorce and Legal Separation: Upon legal separation of a married couple one of whom is a signatory to an ABO Contract, Amway shall continue to recognize the signatory to the ABO contract as the ABO and shall pay bonuses and grant awards and rewards to this ABO only.

6.8.1.1: If in the married couple both partners signed the Contract, the legally separated couple may continue to operate the AB together.

6.8.1.2: In case of a legal separation, prior to the final decree of divorce, or the dissolution of a non-spousal partnership, one Applicant may leave the original business and may apply for an Amway business of his/her own. Such business shall be sponsored by the original business.

In case of a legal separation, a copy of the legal documents which grant separation to the former couple must be submitted to Amway with the new Application form. Non-Group Leaders may be transferred to the new business from the original business in compliance with Rules 6.2 and 6.3 of the Rules of Conduct and subject to Amway's approval.

**6.9 Dissolution of a Legal Entity Operating an AB:** Absent the express written agreement of Amway to the contrary, prior to dissolution of a legal entity that is a signatory to an ABO Contract, the ABO Contract may be assigned to the authorised representative of the legal entity who signed the ABO Contract originally on behalf of the company, or the AB may be sold in accordance with Rule 6.6 of the Rules of Conduct. The failure to either assign the ABO Contract to the authorised representative or to sell the AB in accordance with Rule 6.6 of the Rules of Conduct shall result in abandonment of the AB in accordance with Rule 15 of the Rules of Conduct.

**6.10 Integration:** An ABO may integrate his or her AB with his/her child's (children's) AB upon following conditions.

6.10.1 The ABs must be personally sponsored by the parents; or the parents must be personally sponsored by the child(ren).

6.10.2 The ABs must have operated as a separate AB for not less than 2 years by date of integration;

- 6.10.3 The ABs shall have achieved the level of at least Platinum as of the integration date;
- 6.10.4 In the event that the parent(s) are deceased or are not mentally or physically capable of running the AB before conditions 6.9.2. and 6.9.3. have occurred, the children inheriting the AB of their parent(s) shall have the right to integrate the separate ABs in accordance with this Rule;
- 6.10.5 Amway shall evaluate the request in light of the goals, objectives, and benefits of the Amway Sales and Marketing plan; and
- 6.10.6 Upon the granting of the request, implementation of the integration shall be as follows:
  - 6.10.6.1 The implementation date shall be the next September 1
  - 6.10.6.2 At the implementation date, the child(ren) and parent(s) are eligible for all awards and recognition to the separate ABs earned during the previous qualification year; and
  - 6.10.6.3 All awards and recognition, based on the combined ABs, shall begin accruing as of the implementation date. Thus, any higher awards based on the combined ABs will be awarded upon completion of qualification after the implementation date.

**6.11 Disposition of an AB:** If an ABO terminates his ABO Contract with Amway, or fails to apply for renewal of the ABO Contract within the required time period, or dies without leaving heirs who are willing and able to assume responsibility for the AB, Amway, at its sole discretion, shall decide the future of the AB in accordance with Rule 13 of the Rules of Conduct.

**6.12 Non Compete/ Non-Solicitation:**

**(a) Non-Compete:**

During the term of the ABO Contractual relationship, and for a period of 6 months after the termination of his/her ABO Contract with Amway, Amway ABOs shall not be engaged in any other direct selling activity regardless of the sold products, nor in marketing, selling and distributing activity of any product and good, which are in competition with the products and goods marketed, sold and distributed by Amway, whether for his/her own account, or for the account of any other person in South Africa, using or exploiting any confidential information or Proprietary Information belonging to Amway, its customers or ABOs.

Confidential information includes but is not limited to: Amway's Line of Sponsorship information, Amway's Business Plan, marketing strategies, technology, know-how, customer lists and contacts, ABO lists and contacts, customer portfolios, costs of production and marketing, product costs, prices, quoted prices, specific needs and requirements of customers and suppliers, status of all on-going negotiations with customers, price lists, and any other information which by its nature could be considered to be confidential.

**(b) Non-Solicitation:**

An ABO shall not, during the existence of his/her Contract with Amway, and for a period of 24 months after the termination of his/her ABO Contract with Amway, whether for his/her own account, or for the account of any other person in South Africa, solicit, induce, attempt to solicit, attempt to induce, or otherwise entice away from Amway, any of its ABOs in South Africa.

Furthermore, an ABO shall not use or exploit Amway's confidential information or Proprietary Information which includes but is not limited to Amway's Line of Sponsorship information, Amway's Business Plan, marketing strategies, technology, knowhow, customer lists and contacts, ABO lists and contacts, customer portfolios, costs of production and marketing, product costs, prices, quoted prices, specific needs and requirements of customers and suppliers, status of all on-going negotiations with customers, price lists, and any other information which by its nature could be considered to be confidential.

6.12.1 The restrictions imposed by this Rule are separate, distinct, independent and severable, and in the event that any one or more of them is made wholly or in part invalid, then the remaining restriction or restrictions shall nevertheless be valid and effective.

## SECTION 7: NON-AMWAY PRODUCED BUSINESS SUPPORT MATERIAL (BSM)



While Amway does not require anybody to purchase BSMs, ABOs may decide that they can play a useful role in building a profitable business or achieving goals. BSMs are entirely optional and ABOs who choose to promote, use, sell or distribute BSMs must emphasize that the purchase is strictly voluntary. The purchase of any BSMs may not be framed as a requirement for becoming an ABO or to receiving support as an ABO. According to the BSM Policy outlined in Amway's Rules of Conduct, all BSMs must be authorized by Amway prior to promotion, use, sale or distribution by an ABO. Meetings and events are also to be conducted within the frame of the BSM Policy.

Amway does not endorse any BSMs. If Amway chooses to review any material that review is solely for the determination of compliance with its internal Rules of Conduct, Review Standards, Business Practices and Policies. ABOs are responsible and accountable for compliance with all laws regarding the content, production, distribution, and sale or use of BSM.

In the event that an ABO fails to follow the procedures set forth herein and other incorporated documents relating to the sale, promotion or use of BSM, or if Amway fails to approve the sale, promotion, use or profit from BSM by any ABO, Amway may terminate or decline to renew the ABO Contract with such ABO, may revoke any licence granted herein, and/or take such other actions short of termination or non-renewal of the ABO Contract as Amway deems appropriate in its sole discretion, in accordance with these Rules of Conduct, the Amway Policies and the ABO Contract subject to applicable law. ABOs must use only Amway-produced BSMs and Amway Authorised BSMs. Amway authorises for use non-Amway produced BSMs submitted to Amway through a qualified Executive Diamond ABO.

## SECTION 8: PRESENTATION OF THE AMWAY SALES AND MARKETING PLAN



- 8.1 Must not Give False Impression:** When inviting a prospect to hear a presentation of the Amway Sales and Marketing Plan, an ABO shall neither directly or indirectly:
- 8.1.1 Give the impression that the Amway Sales and Marketing Plan relates to an employment opportunity (in accordance with Rules 4.12, and 4.20.1 (above)); or
  - 8.1.2 Imply that the invitation is to a social event; or
  - 8.1.3 Disguise the invitation as a “market survey;” or
  - 8.1.4 Promote the event as a “tax seminar;” as stated in Rule 8.3.7 or
  - 8.1.5 Promote the Amway Business Opportunity as a business relationship with a person, company, or organization other than Amway as stated in Rule 4.25 above; or
  - 8.1.6 Directly or indirectly indicate that such products are merely one line of products distributed through or as a part of a brokerage, consignment, or intermediary business operated by a person, company or organization other than Amway; or
  - 8.1.7 Directly or indirectly indicate that the Amway Business Opportunity, ABOs or products and services merchandised through Amway are part of any business other than the Amway Business Opportunity as defined in the Rules of Conduct and other official Amway literature; or
  - 8.1.8 Fail to affirmatively indicate in connection with such invitation the true nature of such presentation and that the presentation is About the Amway Sales and Marketing Plan and the Amway Business Opportunity; or
  - 8.1.9 Engage in any other direct or indirect misrepresentation of the Amway Business Opportunity and the ABO’s relationship to Amway and the nature of the Amway Business, or omit any information that a person receiving such an invitation or attending or otherwise participating in such a presentation or event could reasonably be expected to need in order to properly evaluate the Amway Business Opportunity, Amway products and services.
  - 8.1.10 Or in any other way violate Rule 4.25 above.
- 8.2 First Contact with Prospects:** It is a breach of the ABO Contract for an ABO to mislead or fail to inform a Prospect about the nature of the ABOs activities and, therefore, at the first contact with Prospects, an ABO must:
- 8.2.1 Introduce himself by name; and
  - 8.2.2 Make himself known as an ABO; and
  - 8.2.3 Appropriately identify Amway and the ABO’s relationship to Amway; and
  - 8.2.4 Indicate the purpose of contact, namely the sale of Amway products and services and/or the introduction of the Prospect to the Amway Business Opportunity; and
  - 8.2.5 Truthfully and honestly respond with full transparency and candour to any questions that the Prospect has concerning the Amway Business Opportunity, Amway products and services, the ABO or Amway including, providing the prospect with a copy of the current Leave Behind Brochure, as supplied by Amway from time to time.

8.2.6 The ABO must provide each prospective ABO with a copy of a current, unaltered Amway Leave Behind Brochure (LBB) after any showing of the Sales and Marketing Plan, irrespective of whether the prospective ABO completes and signs the ABO Registration Form to become an ABO or not. The brochure must be delivered to each prospective ABO complete and without alteration other than for the optional addition of the prospecting ABO's personal contact details in the space provided.

8.2.6.1 A sponsor must encourage compliance with Rule 8.2.6 by the ABOs in his/her personal group.

8.2.6.2 A sponsor must from time to time advise downline ABOs that they may obtain copies of the Leave Behind Brochure from Amway free of charge, that the brochure is a mandatory part of the prospecting process, and that it must be delivered to each prospective ABO complete and without alteration other than for the optional addition of the prospecting ABO's personal contact details in the space provided.

**8.3 Sponsorship Guidelines:** In seeking participation of a Prospect in the Amway Sales and Marketing Plan, the sponsoring ABO must comply with Rule 4.25 above as well as the following guidelines:

8.3.1 Must disclose the average earnings, and sales figures and percentages as published from time to time by Amway.

8.3.2 Must use only Amway-produced and Amway-authorized promotional material. Amway authorizes for use privately produced BSMs which have been submitted to Amway through a qualified Executive Diamond ABO for approval, contains the following legend: "Content Reviewed by Amway South Africa," and followed by the unique content review identification number provided by Amway.

8.3.3 May use only those earnings and/or Commission representations based on their own personal experiences, provided that they at the same time disclose the average earnings, and sales figures and percentages as published from time to time by Amway and may not represent that the income from the Amway business is including but not limited to, residual, passive or royalty based income.

8.3.4 May cite personal lifestyle examples and contributions to charitable causes, provided such contributions were actually accrued from personally building a successful AB and the profits there from.

8.3.5 Must not say that a successful AB can be built in the form of a "wholesale buying club", where the only products bought and sold are those transferred to other ABOs for their personal use.

8.3.6 Must not say that there is no requirement for the retail sale or marketing of products by ABOs.

8.3.7 Must not promote the enjoyment of tax benefits as the best or principal reason for becoming an ABO.

8.3.8 Must not say that the business is a "get-rich-quick" opportunity in which it is easy to achieve success with little or no expenditure of effort or time.

8.3.9 Must not criticize, degrade, de-emphasise or otherwise portray negatively the Retail Customer, Member or ABO status. ABOs shall refrain from pressurising or otherwise forcing a prospect into a Retail Customer, Member or ABO. ABOs shall recognise the importance of Members and Retail Customer in establishing a retail business. ABOs shall at all times, fairly present the categories of Retail Customer, Members and ABOs, and permit the prospect to freely decide what level of involvement they desire.

8.3.10 An ABO must not misrepresent the relationship between Amway and the other companies' affiliated with Amway.

**8.4 No Exclusive Territories:** No ABO shall represent that there are exclusive territories available.

**8.5 No Obligation to Purchase:** An ABO shall not require a Prospect to purchase products and/or services except for the Amway Business Opportunity Kit.

# SECTION 9: USE OF THE AMWAY TRADE NAME, TRADEMARKS AND COPYRIGHTED MATERIALS

This rule has been developed to maintain the integrity of Amway's intellectual property and to ensure that the AMWAY brand will be available exclusively for the Amway Business. In addition, Amway has implemented a corporate identity program that requires the correct and consistent use of the Amway corporate logo, no matter where it appears. Therefore, no alterations to the approved logotype are allowed. Upon request, Amway will provide an example of the approved logotype and color specifications.

- 9.1 Misuse and Misappropriation:** ABOs shall not misuse or misappropriate Amway's trademarks or other intellectual property or proprietary information. It is a breach of the ABO Contract for an ABO to use any trademarks or other intellectual property or proprietary information belonging to or licensed to Amway except in accordance with the applicable terms, conditions and procedures set forth in the ABO Contract, including the Amway Rules and Policies.
- 9.1.1 Each ABO acknowledges and agrees that Amway is the licensee of certain trademarks including, e.g., logos, service marks and other intellectual property and industrial property, including the name AMWAY, and various trademarks, trade names and service marks used in connection with Amway products and services, and the various designs of labels.
- 9.1.2 An ABO shall not use, in connection with his Amway Business or any other business (including but not limited to, any business vehicle, office, phone listings, premises, or stationery) and/or on or in connection with any products, the AMWAY name, or trademarks, service marks or other intellectual property belonging or licensed to Amway without the prior written consent of Amway and subject always to any conditions attached to such use except as otherwise provided herein. Amway reserves the right to withdraw its consent at its absolute discretion.
- 9.2 Imprinted banners/signs for Meetings/Events:** If an ABO is at the Platinum level or above, and desires to conduct a meeting or event in which the Amway name will be displayed in public, the ABO must first obtain prior written approval from Amway for such use of the Amway name (A public meeting is one where prospects may attend). The ABO shall provide a written request to Amway for each meeting; such request shall include a description of the proposed banners/signs, their size, materials to be used for banner/signs and location.
- 9.2.1 An ABO must not produce or obtain any printed products from any source other than Amway which bears the Amway name, trademark, logo or trade name without written permission. Such permissions must be renewed for each Event/Meeting.
- 9.2.2 Amway reserves the right at all times to withdraw permission to display the Amway name if standards stated are not met, of which Amway shall be the sole judge.
- 9.3 Imprinted Cheques and Business Cards:** Provided that an ABO is otherwise in full compliance with the Rules of Conduct and all other provisions of the ABO Contract, and unless otherwise directed by Amway, an ABO may use the AMWAY name and Logo, where allowed in the borders of South Africa, Namibia and Botswana, without any alteration (but not any other trademarks, trade names or service marks belonging to or licensed to Amway) on his imprinted cheques and business cards provided that name is used in one of the following ways with no deviation: (common name) (common name) Amway Business Owner (ABO) or Amway Business Owner of Amway Products and Services
- 9.4 Promotional Literature, Stationery, Premiums, etc.:** ABOs shall not produce or procure from a source other than Amway any item bearing the Amway name or logo or any trademarks, trade names or service marks belonging to or licensed to Amway, except for those authorised pursuant to Rule 9.2 and 9.3.

- 9.5 ABO Advertising:** Under no circumstances may ABOs advertise or promote Amway products and services or the Amway Business Opportunity through the use of mass communication methods such as radio, television, facsimile services, computer communication networks, including the Internet, national or international advertising, or any other form of promotion where the person-to-person nature of the business is not present.
- 9.6 Copyrighted Materials:** All Amway printed material is copyrighted and may not be reproduced in whole or in part by ABOs or other persons except by written permission from Amway.
- 9.6.1 Amway makes a claim to copyright for all its printed material in South Africa. This is done to prevent others, particularly competitors, from copying and duplicating Amway literature which has been developed and printed at great expense and to assure ABOs that the promotional material which they purchase and distribute to their Retail Customers is unique, attractive, and truthful. As in the case of trademarks and trade names, if Amway did not exercise every effort to protect its copyrighted materials, ABOs might soon find the market flooded with “Amway” literature which was not produced by Amway and did not relate to products made and sold by Amway. Accordingly, no person, whether an ABO or otherwise, may reproduce any of Amway’s printed material, in whole or in part, without specific written permission from Amway. This includes text material, pictures, cartoons, diagrams, charts, maps, designs, and other printed materials.
- 9.6.2 All Amway printed material relating to products has been carefully prepared to conform with all laws and regulations governing the labeling of products. (The word “labeling” covers not only the label on the product itself, but also any literature used to promote the sale of such product.) Even a slight deviation from the language on the label or promotional material may constitute a violation of one or more of the laws or regulations covering the product and its labeling and thus subject the person making such deviations to penalties imposed by law. Unfortunately, such governmental action not only can adversely affect the particular offender, but also his fellow ABOs as well as Amway itself.
- 9.7 Penalties for Violators of Section 9:** Any ABO who violates Section 9 may:
- 9.7.1 Be required to remove improper signs, destroy improper literature, cancel improper advertising, or change improperly listed telephone numbers. In the case of improper telephone listings, Amway may require the listed number to be changed to a new number with no calls to be referred from the listed number to the new number.
- 9.7.2 Be denied the right to make any future use of the Amway trademark or trade name, including the right to place a telephone listing in the next issue of the telephone directory where an improper listing was previously employed.
- 9.7.3 Have his AB terminated by Amway.
- 9.7.4 Be liable for money damages to Amway for unauthorised use of the Amway name, trademark, or logotype.

## SECTION 10: DEATH OF AN ABO AND INHERITANCE OF THE AB



Amway has entered into the Contract with the ABO because of his/her personal qualities. Consequently, the relationship between AMWAY and the ABO constitutes a personal services agreement. In case of demise of one of the applicants the Amway Business will automatically transfer to the other co-applicant. Unless such a transfer will not be contradictory to local inheritance legislation or is otherwise defined in a last will. If there is no co-applicant, an AB may be both bequeathed by will or testamentary contract and inherited provided Amway consents to the assignment of the Contract in favor of the heir or designee. Amway recommends that ABOs consult legal experts and take the necessary precautions so that their Amway business can be bequeathed to their descendants or be transferred to a designee of their choice. These heirs or designees shall assume all the responsibilities of the testator, including all commissions and/or other payments paid in accordance with the provisions of the Amway Sales and Marketing Plan and to which the testator would have been entitled. If an ABO dies without leaving a will, the laws regarding legal succession shall be applied in transferring the Amway business.

# SECTION 11: BREACH OF CONTRACT - PROCEDURES



## 11.1 Procedures.

**11.1.1 Investigation:** When Amway believes that a breach of the ABO Contract has occurred, will occur, or is threatened to occur, Amway may investigate the activity of the ABOs at issue. Amway may undertake this investigation on its own initiative or when requested by another ABO who has submitted a written complaint to Amway as provided in Rule below.

**11.1.2 Complaints by ABOs:** An ABO who believes that another ABO has breached its ABO Contract by violating the Amway Business Policies, or who has personal knowledge of the activities leading to such alleged breach, shall notify Amway in writing of the alleged breach and all facts connected with it. A copy of this notification shall be provided either by the ABO or Amway to the ABO's Upline Platinum ABO.

**11.1.2.1** On receiving this notice Amway will notify the appropriate ABOs of the complaint and request an immediate response.

**11.1.2.2** If the complaint and response do not contain sufficient facts upon which to make a decision, additional information may be requested from any party by Amway.

**11.1.2.3** When Amway believes that it has sufficient information regarding the facts and circumstances relevant to the complaint, Amway will decide whether there has been a violation of the Amway Business Policies or other breach of the ABO Contract and will take appropriate action in accordance with Rule 12 of the Rules of Conduct.

### 11.1.3 Notification of Action.

**11.1.3.1** Amway will forward a decision letter to the violating ABO, as well as the Sponsor and the first upline Platinum ABO of the sanctioned ABO. The decision letter will list the specific complaint(s), outline the corrective action to be taken and, if appropriate, set a time limit for the ABO to comply.

#### 11.1.3.2 Any notice shall:

**11.1.3.2.1** Be delivered by any appropriate method or that required by law to the address that Amway has on record for the ABO. Claim of failure of an ABO to receive a notice shall not delay the action by Amway; and

**11.1.3.2.2** If applicable, state the Section(s) of the Rules of Conduct or other provisions of the ABO Contract violated or breached by the ABO; and

**11.1.3.2.3** State the date of which any such action shall become effective; and

**11.1.3.2.4** If applicable, advise the ABO of his opportunity to seek review of Amway's decision in accordance with Section 14 of the Rules of Conduct.

**11.1.4 Waiver of Claims:** An ABO waives any and all claims against Amway arising out of or in respect to any action that Amway takes under the ABO Contract and/or this Rule. An ABO who has action taken against him or her pursuant to Rule as a result of a violation of the Rules of Conduct or other breach of the ABO Contract shall have no claim against Amway.

## SECTION 12: BREACH OF CONTRACT - SANCTIONS



- 12.1 Sanctions:** In the event Amway at its sole discretion determines that there has been a breach of the ABO Contract by an ABO, Amway may take one or more of the following actions, or any other action that Amway deems appropriate
- 12.1.1 Terminate the ABO Contract by providing the ABO with a written notice of termination at his address specified on Amway's records or by some other suitable or electronic means or as allowed by law; or
  - 12.1.2 Require the ABO to attend training organised and administered by Amway; or
  - 12.1.3 Require downline ABOs to attend training and/or submit to testing.
  - 12.1.4 Suspend<sup>1</sup> specific authorisations under the ABO Contract, such as by way of example and without limitation, the ABO's opportunity to Sponsor, to purchase or sell Amway products and services, or to conduct similar activities associated with the AB; or
  - 12.1.5 Remove the ABO as a Sponsor of any Downline ABOs also called "de-sponsoring" and/or restrict the ABO's authority to Sponsor others; or
  - 12.1.6 Require refund of Amway commissions; or
  - 12.1.7 Remove any qualification and require return of any objects evidencing such qualification (by way of example and not limitation, such as pins, certificates, etc.); or
  - 12.1.8 Require written acknowledgement of the breach (es) and an undertaking not to breach the ABO Contract in the future; or
  - 12.1.9 Take any action short of termination of the ABO Contract as may be permissible under applicable law and appropriate in Amway's sole discretion to address the specific breach(es); or
  - 12.1.10 Take any affirmative legal action, file a civil or criminal complaint, notify, or file complaints or reports with appropriate authorities or take such other action or exercise any other remedies as may be available or permitted under applicable law.
- 12.2 No Waiver:** The failure of Amway to take any action upon learning of a breach or potential breach shall not constitute a waiver of Amway's rights to assert such a breach in the future. The failure of an ABO to take any action upon learning of a breach under the ABO Contract shall not constitute a waiver of any other rights or remedies that may be available under applicable law.
- 12.3 Suspension<sup>1</sup>:** In the event of any breach of contract by an ABO, Amway may take action to suspend some or all of the ABO's privileges under the ABO Contract, including but not limited to:
- 12.3.1 Holding commissions for payment of higher award monies in escrow pending final resolution of the matter; and/or
  - 12.3.2 Suspending authorisation to conduct sponsoring activity (sponsoring, recruiting meetings, training sessions, home presentations, etc.); and/or
  - 12.3.3 Suspend invitations to company-sponsored seminars, trips and events; and/or
  - 12.3.4 Conduct reorientation and retraining meetings and charge back the expenses to the offending ABO; and/or

<sup>1</sup> Amway reserves the right to determine the specific terms of each Suspension on a case by case basis.

12.3.5 Require that ABOs provide Amway with recordings of their Amway Sales and Marketing Plan presentations, and/or

12.3.6 Require the mailing of an “Ethics Bulletin” to ABOs downline of the Platinum ABO and to all Platinum ABOs in an Emerald’s or Diamond’s organisation.

**12.4 Representative for an ABO:** In the event of suspension, Amway may by notice in writing appoint a representative for the ABO to run the business of the violating ABO. Such appointment shall apply until Amway is satisfied that the circumstances leading to suspension have been adequately addressed.

**12.5 Actions on Termination:** Upon termination for any cause whatsoever, the ABO shall:

12.5.1 If requested by Amway and at Amway’s sole discretion, return all Amway products and services in his possession in accordance with the Buy-Back Rule 3.7.1 of the Rules of Conduct; and

12.5.2 Cease to use all trademarks, trade names, insignia, trademarks or other intellectual property of Amway, and

12.5.3 Cease to identify themselves as an ABO; and

12.5.4 Cease to engage in any activities of an ABO, as outlined, in these Rules of Conduct.



## SECTION 13: DISPOSITION OF TERMINATED OR NON-RENEWED ABO CONTRACT

- 13.1 Abandonment:** When an ABO Contract is terminated or not renewed, the ABO Contract is considered abandoned, the signatory to the ABO Contract shall have no further rights in the ABO Contract. Amway may Assign or Dissolve the AB, pursuant to Rule 13.1.1 and Rule 13.1.2, the right to operate an Amway business in the former ABO's position in the Line of Sponsorship to another ABO, or may remove such position in the Line of Sponsorship, in its sole discretion. In exercising its prerogative hereunder, Amway may elect to employ one of the following methods or any other method permissible by law, and may unilaterally modify and amend the ABO Contracts of any affected ABOs to change their Sponsor and their position in the Line of Sponsorship as may be necessary to implement such decision:
- 13.1.1 **Sale/Assignment of AB.** If at its sole and absolute discretion, Amway elects to sell or assign the right to operate an Amway business in the former ABO's position in the Line of Sponsorship, Amway may elect to employ one of the following methods:
- 13.1.1.1 Sale or assignment in the order of priority imposed by Rule 6.5 above.
  - 13.1.1.2 the terms of the sale or assignment being set forth in a written contract executed between Amway and the purchaser.
  - 13.1.1.3 the purchasing party or assignee shall operate the Amway business in the position in the Line of Sponsorship held by the previous ABO.
  - 13.1.1.4 unless otherwise determined by Amway in its sole discretion, all funds resulting from the sale will be added to an incentive fund to be distributed by Amway among eligible ABOs.
- 13.1.2 **Dissolution of AB.** If Amway so elects, the Sponsor of the former ABO may undertake the obligations of the former ABOs and assume the role of Sponsor for all ABOs who had been personally or Internationally Sponsored by the former ABO.
- 13.2 No Limitation on Amway:** Amway, however, is in no way limited to any of the above methods of disposition of an Amway business and may exercise complete discretion as to methods and/or timing of disposition.

## SECTION 14: APPEAL PROCESS



- 14.1 Review Panel:** If an ABO does not agree with the actions taken by Amway under Rules 11 and/or 12 then the ABO may request a review by the International Review Panel, consisting of appropriate personnel and corporate staff from the World Headquarters of Amway.
- 14.2 International Review Panel**  
The International Review Panel provides an internal procedure for the review of decisions as to the termination, non-renewal, de-sponsorship or suspension of an ABO.
- 14.3 Suspension of Authorization until a Decision is Made:** In the event of an appeal to the International Review Panel the decision taken by Amway in general will not be suspended until review has taken place and a final decision has been taken by the review panel. During this period:
- 14.3.1 The ABO is not allowed to conduct any Amway related activity as described in section 6.4.2 of the Rules of conduct.
  - 14.3.2 The ABO must not present himself/herself as an ABO;
  - 14.3.3 Any payment of any bonuses, fees, commission or other monies payable to the business are held in escrow by Amway.
  - 14.3.4 Whether the monthly Business Volumes of the business is to be counted towards qualification for Emerald or Diamond, discretionary bonuses or for any awards will be determined by Amway when final decision by the International Review Panel has been taken. Recognition below Emerald level may be withheld by Amway at its sole discretion.
  - 14.3.5 There will not be invitations to attend business seminars, leadership seminars and other events organized by Amway held during this period, even though there may be a qualification prior to the period of suspension.
  - 14.3.6 In the event the decision of the International Review Panel is rendered in favor of the ABO, Amway shall restore full rights and privileges and pay the balance of monies previously held in escrow.
  - 14.3.7 In the event of any other decision taken by the International Review Panel, Amway shall determine the disposition of the monies held in escrow.
- 14.4 Procedure of filling an appeal for review:** The request for review must be in writing and may be accompanied by any documents supporting this request. The request must be filed within the time period specified in the decision letter and is to be addressed to
- Amway Corporation,  
7575 East Fulton Road,  
Ada, Michigan 49355 USA,  
to the attention of Administrator Global Business Conduct – international.
- Alternatively, the request may be forwarded to [appeal.administrator@amway.com](mailto:appeal.administrator@amway.com).  
If the request is filed after the time limit, the request will be denied and the ABO will be informed accordingly.
- 14.5 Membership of the Panel:** The International Review Panel shall consist of appropriate personnel from the corporate staff of Amway Corporation.

**14.6 Members of the Panel are not Arbitrators:** Members of the International Review Panel do not act as arbitrators.

**14.7 Procedure for the Review by Panel**

14.7.1 The parties may offer evidence submit additional evidence independently or at the Panel's request. The International Review Panel will decide on the relevancy and materiality.

14.7.2 Either party may attend the International Review Panel hearing at the Amway World Headquarters in Ada (USA) at his/her own expense.

**14.8 Final Determination by the International Review Panel**

14.8.1 The determination of the International Review Panel will be appropriately communicated to all parties.

14.8.2 The International Review Panel may affirm, reverse, or modify the decision of Amway.

14.8.3 If the determination of the International Review Panel upholds or calls for termination of an ABO, such termination will be confirmed by Amway Corporation notifying the ABO that either

a) the termination of his business has been confirmed as effective from the date of termination previously notified to the ABO by Amway, or

b) his/her business has been terminated by the International Review Panel. In this event the business shall be deemed to have been terminated by Amway upon and by the virtue of service of notice of the Review Panel's decision upon the ABO.

14.8.4 In the event that the International Review Panel decides upon corrective action other than termination, then:

a) Notification of this corrective action shall be communicated directly by Amway Corporation to the appellant by letter sent by recorded mail containing either the date for completion of any action by the ABO or the dates on which any action shall be taken by Amway.

b) Amway will take necessary steps to implement the International Review Panel's decision.

14.8.5 The decision of the International Review Panel shall not give rise to any liability on the part of Amway Corporation or Amway, including but not limited to loss of profits or goodwill.

**14.9** If the ABO initiates litigation prior to the hearing by the International Review Panel, the hearing shall be cancelled and the opportunity for review withdrawn by Amway.

PART TWO

# POLICIES AND PROCESSES



# SECTION 1: SOUTHERN AFRICAN BUSINESS SUPPORT MATERIALS QUALITY ASSURANCE FRAMEWORK POLICY

**Note:** This Policy is applied and interpreted in accordance with the contractual undertakings between Amway Business Owners (ABOs) and Amway South Africa (Pty) Ltd (referred to in this Policy as 'Amway South Africa'). As of 1 October 2012, this Policy became applicable in all southern African markets in which Amway operates the Amway Sales and Marketing Plan. This Policy is intended to supplement and not replace Rules of Conduct, Commercial Principles, other official Policies and contractual provisions between ABOs and Amway. Unless otherwise expressly provided herein, all capitalised terms used have the meanings as defined in Section 2, Part 3, Rules of Conduct.

The definition of Business Support Materials ('BSMs') is intended to be interpreted broadly and includes, by way of example: Printed materials, audio-video and multimedia productions, internet based products and services, extra-Amway recognition and award systems, meetings and other events, and other materials or equipment used to support information or sale of Amway Products or Amway Services, as well as coupons, vouchers, tickets or standing order/subscription programmes relating to any of the foregoing.

Under their contracts with Amway, ABOs are responsible for training and motivating those whom they Sponsor. To assist with their training and motivation, some ABOs independently produce or distribute BSMs created by Third Parties - that is, other than Amway. While Amway does not require anybody to purchase such BSMs, ABOs may decide that they can play a useful role in building a profitable Amway Business.

As part of its ongoing effort to ensure the quality of BSMs associated with the famous Amway marks and goodwill, together with their appropriateness for the Amway business, to protect the reputation of Amway and the Amway Sales and Marketing Plan, and in order to ensure that BSMs are promoted appropriately with respect to the Amway business, Amway has established Quality Assurance procedures that address the promotion and sale of BSMs by ABOs to other ABOs ('Quality Control'). Amway's standards for Quality Assurance are broadly outlined in the Rules of Conduct/Commercial Principles and/or official Policies of Amway and this BSM Policy. Amway's Quality Assurance standards at a minimum require BSM quality that preserves the protectability, fame and distinctiveness of the Amway's marks; protects the consuming and general public from deception and confusion; sets forth a minimum standard of quality consistent with the quality of Amway Products and Amway Services; insures the integrity and preservation of the Amway business; and protects the Amway name, reputation and goodwill.

The purpose of this Policy is to outline certain Quality Assurance standards applicable with respect to Amway.

Each ABO must make decisions to purchase BSMs based on what the ABO perceives as necessary to build his/her individual Amway business. Nevertheless, the sale and promotion of BSMs by ABOs to other ABOs must always be reasonable. Amway considers it contrary to its reputation, to the interests of ABOs, and to the fundamental principles of the Amway business for ABOs to promote or sell BSMs to other ABOs in quantities or at expenditures that exceed reasonable levels.

## SPECIFIC QUALITY ASSURANCE PROVISIONS

1. ABOs may not, directly or indirectly through others, produce, promote, sell or profit from sales of BSMs to other ABOs in violation of Quality Assurance or applicable law.
2. ABOs may only sell BSMs authorised by Amway in accordance with the Rules of Conduct. The Rules of Conduct in each market specify that BSMs which are used with prospects must be reviewed and authorised by Amway. Any BSMs that use Amway Intellectual Property, disclose the operation of the sales plan or discuss the features and benefits of Amway products must be reviewed and authorised by Amway.
3. Reasonable Expenditures, Use of BSMs and Attendance at Events Amway considers the following:
  - that the promotion of expenditures on BSMs that are not reasonable and proportionate to individual ABO's personal goals, demonstrated financial and business capabilities and reasonable expectations for profit in the Amway business or are contrary to each ABO's individual interest, cause damage to Amway's reputation, and threaten the public perception of and long-term viability of the Amway business;
  - that ABOs who engage in the sale, promotion or profit from BSMs to other ABOs contrary to these requirements may be in breach of such ABO's contract with Amway; and
  - that no policy or rule can address every possible scenario that may result in abuse of BSMs and therefore, Amway reserves the right to address BSM abuses on a case-by-case basis and to interpret this Policy in accordance with the intents and purposes for which it is designed.

### 3.1 Requirements with Respect to Promotion of BSMs to New ABOs

The following requirements apply to all BSMs apart from Major Events. The participating ABOs may not sell or promote the purchase of BSMs by new ABOs in unreasonable amounts. Amway considers that per shipment to an ABO Business, amounts exceeding the following are unreasonable:

- R400.00 during the first two weeks after joining the Amway business; and
- R680.00 during each of the first three months after joining the Amway business, with a maximum total expenditure of R2040.00 during the first three months.

For the sake of this Policy, southern Africa is defined as South Africa, Namibia and Botswana. Participation by the ABO in BSM subscription programmes in the first three months is not permissible. Standing order programmes, in which the ABO may discontinue participation at will, are permissible.

It should be clearly understood that BSMs must be reviewed in accordance with the BSM rules. A buy-back Policy for BSMs that allows the ABO to return BSMs, under certain circumstances, must be provided. The conditions for return of BSMs are defined in the Rules of Conduct.

### 3.2 Requirements for Promotion of Major Events

Any function that is for ABOs, designed to support the Amway business, and that is regularly scheduled and held on a quarterly or less frequent basis, which is two days or more in length, is considered a Major Event. Some one-day events may be considered Major Events if they fall within the requirements of the authorisation process.

All Major Events are subject to Amway authorisation in accordance with the requirements of the authorisation process which will be communicated to Amway Leadership. Any event that does not comply with this requirement (unless such event has been reviewed and authorised by Amway pursuant to established procedures) is in violation of this Policy. Any Platinum or above who organises, speaks at, or promotes a Major Event which is not in compliance with this Policy, may be considered to be in violation of this Policy.

### 3.3 Rules Governing Presentation Content at Meetings Designed to Support the Amway Business ('Presentation Rules')

ABOs who promote events must ensure that all presenters are furnished with a copy of the 'Rules Governing Presentation Content at Meetings Designed to Support the Amway Business' found in this part 3.3 of this Policy. All ABOs speaking at such events are required at all times to comply with such Rules.

The content of presentations must include or support the promotion of the selling of Amway products and services and recognition of ABOs who do so, and must otherwise be in accordance with Quality Assurance.

To protect Amway's reputation and avoid risk associated with inappropriate statements from stage, the following is intended to highlight actions that could raise issues and bring undue scrutiny. Many of the issues discussed in these Presentation Rules are reiterated in the Rules of Conduct. By incorporation in this Southern African Business Support Materials Quality Assurance Framework Policy, this section is considered a part of the contract that each ABO has with Amway.

#### The Rules are as follows:

- a. ABOs may not:
  - use the stage as a platform to promote religious, political (with exception for those issues that may directly affect the Amway business or the operation of an independent business), and/or personal social beliefs;
  - advocate that success is dependent on holding certain beliefs;
  - recommend certain religious or spiritual writings and practices;
  - conduct worship services;
  - exaggerate income representations that incorporate other income sources and suggest that it is the result of building the Amway business;
  - promote from stage any other business opportunity other than the Amway Business. Nor may participants be solicited from stage to attend meetings for the purpose of presenting another business opportunity at any future date;
  - substitute group or non-Amway organisational identity for the Amway Business;
  - advocate that success is only possible if the ABO makes use of the system in a defined manner; and
  - misrepresent the relationship of the ABO to Amway by, for example, suggesting or implying that Amway is 'just a supplier', or that the ABO represents a business opportunity of which 'Amway is a part', or that the ABO 'outsources' administrative support to Amway, etc.
- b. Personal reflections on the following are not appropriate:
  - preferences regarding specific political views, parties, candidates or elected officials; and
  - social and cultural issues.
- c. Discussions from a business stage must only pertain to those ethics and attitudes directly relating to business or business building.
- d. Income representations, whether direct or implied, must reflect a realistic income potential from participation in the Amway Sales and Marketing Plan.
- e. Participation in a system must always be framed as an optional aspect of supporting the building of an Amway Business.

### 4. Responsibility of ABOs

ABOs are responsible for ensuring that the BSMs they promote or sell are in compliance with applicable laws and regulations as well as Amway's Quality Assurance. Amway's Quality Assurance is not a substitute for the ABO's own legal review. ABOs producing, promoting, marketing, selling or profiting from the production, promotion, marketing or sale of BSMs must ensure that these activities are in accordance with applicable laws and regulations and that all approvals and licences that are required to manufacture, import and distribute such BSMs, have been

obtained prior to conducting any such activities. Platinums are responsible for educating and training ABOs in their Groups about Quality Assurance with respect to BSM, and Sponsors are responsible for educating and training their immediate Personally-Sponsored ABOs. No person to whom this Policy applies shall support or assist any other person in circumventing Quality Assurance.

**5. Scope of Policy and Authorisations**

This Policy applies to all BSMs promoted or sold in a country in which Amway operates. This Policy does not supersede, but augments existing Amway Rules of Conduct, policies and procedures applicable in such country. BSMs that have been authorised for use in one country by Amway Corporation or other Amway affiliates are not approved for use in another country unless they comply with the relevant Amway affiliate's Quality Assurance, including requirements for specific advance authorisation.

**6. Process**

Amway will investigate circumstances or complaints suggesting that a violation of this Policy has potentially occurred and will identify the evidence and the facts surrounding such circumstances prior to taking action under this Policy.

**7. Sanctions for Non-Compliance**

To the extent permitted by applicable law, an ABO's non-compliance with this Policy shall constitute a breach of such person's contract with Amway and Amway may take legal action to seek compensation for damages or to obtain entry of an order for damages or to obtain entry of an order prohibiting further actions that may cause damage to the Amway name, reputation, marks or intellectual property, to ABOs, customers or prospects. In the event that a breach of contract is found, Amway may terminate the contract or take action short of termination of the ABO to include (but not limited to):

- a. Warning the individual ABO and/or Upline Platinum regarding findings and the consequences of a violation of this Policy;
- b. Re-education of the ABO's Downline group; and
- c. Suspension of various rights under the ABO's contract, including sponsoring, consideration for qualification of various awards and rewards, withholding of commissions, denial of participation in various incentive programmes such as SIP or FAA, withholding or withdrawal of invitations to Leadership Training Seminars or other Amway-sponsored events, etc.

**8. Amendment**

Amway may amend this Policy at any time in accordance with its procedures and applicable law.

## SECTION 2: ABO WEBSITE POLICY



### Zero Tolerance Policy

Please find set out below details of the ABO Website Zero Tolerance Policy, which has been adopted as an addition to the Amway Southern Africa's Rules of Conduct and Operating Procedures for ABOs.

We are all excited by the development of the Internet in recent years, which offers and will continue to offer business people unlimited potential to conduct transactions and network with others with speed and convenience that could not have been imagined a few years ago.

Therefore, to assist ABOs in supporting us in protecting the Amway Business Opportunity and integrity of the business, you have been issued with a comprehensive ABO Website Bulletin, which sets out the requirements for all ABOs wishing to publish a website in the support of their Amway Business. In relation to the requirements outlined in this Bulletin, we now advise you that we have also adopted a 'Zero Tolerance Policy'. The Zero Tolerance Policy reflects Amway's commitment to strictly enforce the terms of its ABO Website Bulletin immediately when an ABO violates those terms. Therefore, be advised that Amway reserves the right to suspend/terminate the Independent Business of an ABO, with immediate effect, if he/she fails to meet the requirements of the ABO Website Bulletin.

If an ABO is able to provide clear evidence that he/she has not had access to the Bulletin or other communications published by Amway outlining the requirements of the Bulletin, Amway will allow the ABO 48 hours to confirm, in writing, that his/her site has been withdrawn from the Internet, and that it has been revised to conform to the requirements of the Bulletin and will be submitted for the formal review process. The site may only be re-released on the Internet once formal written approval has been received from Amway.

### Note the following:

#### Definition of an ABO Website

An ABO Website means a site generated by an ABO for use in the support of and the development of his/her Independent Amway Business. ABO Websites must have been approved by Amway, in writing, prior to publication on the Internet.

#### Zero Tolerance will be applied to the following 9 Key Rules

1. **NO SPAMMING**  
"Spamming" is when somebody sends out unsolicited e-mail messages. No ABO may send unsolicited e-mails to individuals unless the recipient has given his express, written authorisation to receive such e-mails. Further, the supply of goods or services to a client without the client having placed an order for such goods or services is prohibited by law.
2. ABO Websites must not contain income representations or sales plan depictions unless expressly authorised, in writing, by Amway.
3. ABO Website pages allowing product sales or providing information on the Amway Business Opportunity must be passcode or password-protected.
4. Only product claims taken verbatim from approved Amway literature may be shown on such sites. Any images of Amway-distributed products which appear on the site must be explicitly approved by Amway, as must all product information used on the site.

5. The content of an ABO Website and any revisions must be reviewed by Business Conduct and Rules at Amway, or other authorised department at Amway, and formally approved by Amway, in writing, prior to publication on the Internet.
6. ABO Websites must comply with all the provisions of the ABO Website Bulletin and the Amway Rules of Conduct.
7. An ABO may not use any copyrighted materials, trade names, trademarks or service marks of Amway or its affiliates, or any variations likely to cause confusion with a trade name, trademark or service mark of Amway or its affiliates in their site address or e-mail address (e.g. BuyLOC@amnet.net, Amway4u.com).
8. Personal Home Pages may not contain the following:
  - Product advertisement
  - Retail capabilities for Amway's products
  - Information describing the Amway Business Opportunity or service information
  - Links to any portion of Amway's Website or the websites of any of its affiliates
  - Solicitations of contact or other personal information from viewers
9. An ABO may not use copyrighted materials, trade names, trademarks or service marks of Amway or its affiliates, or any variation likely to cause confusion with a trade name, trademark or service mark of Amway or its affiliates, in a meta tag or other site locator unless expressly authorised, in writing, by Amway.

Any breach of the directives contained within this document for Amway Business Owners' Websites will result in the immediate suspension/termination of your Amway business.

### Creating your own Website

**Amway Business Owners' Web/Internet Sites Guidelines. The following guideline is a transcript of the regular Website Bulletin produced and updated by Amway.**

Amway reserves the right to modify this Bulletin at any time. Amway shall notify ABOs of changes to this Bulletin through the Business Conduct Department via Amway communication of any such changes. Such changes shall be effective upon publication. To the extent that Amway modifies this Bulletin, the Bulletin then in effect, as modified, shall be the only applicable Bulletin with respect to the subject matter contained therein and shall supersede this Bulletin in its entirety unless otherwise expressly provided therein.

The Internet has developed in recent years into a mainstream network of commerce and communications, offering business people unlimited potential to conduct transactions and network with others with speed and convenience that could not have been imagined a few years ago. To enable those individuals who contract with Amway to promote the sales, distribute and/or sell Amway's products (hereinafter collectively referred to as "ABOs") to take advantage of the explosion of opportunities which the Internet presents, Amway (as defined in Rules of Conduct) has developed the following requirements for ABOs wishing to communicate with clients and prospective ABOs using this technology. For purposes of this Bulletin, the term "Amway" shall refer to the individual Amway affiliate with which the ABO has his/ her contractual relationship. The term "affiliate" shall refer to the parent, subsidiaries, divisions and/or affiliates of that individual Amway affiliate.

### Managing your Business

#### Marketing on the Internet

For purposes of this Bulletin, the term "Amway" shall refer to the individual Amway affiliate with which the ABO has his/ her contractual relationship. The term "affiliate" shall refer to the parent, subsidiaries, divisions and/or affiliates of that individual Amway affiliate.

#### Types of ABO Websites

The following types of websites may be used by ABOs separately. In some approved instances, their functions may be combined within a single site, if the combined site meets the criteria applicable to all types of websites that are represented

within the site. All ABO sites must comply with the contractual obligations of the ABO to Amway, including, without limitation, the Rules of Conduct (where applicable), the requirements set forth in this Bulletin and all applicable laws and regulations. All site content must be reviewed and authorised by Amway in advance of site launch. Moreover, Amway reserves the right to monitor all ABO sites for content accuracy and approved content and to take action against any ABO whose site does not follow the guidelines herein or other applicable regulations.

### **1. Personal Home Page (PHP)**

ABOs may create a PHP to share their personal story or information about their business and their personal history with downline and other interested parties. A PHP is intended to help build a personal connection and establish credibility with someone who may want to find out more about the business opportunity. It should not include product advertisements, retail capabilities, information about the Amway Business Opportunity or service information (except as specifically authorised in number 2. below). Further, it may not contain any link to any portion of Amway's Website, or the website of any Amway affiliate. It should not require any viewer to offer contact or other personal information at any time but may offer viewers the opportunity to e-mail the site operators even when such e-mail will automatically provide the site operator with the viewer's return e-mail address.

### **2. Product Information Site**

ABOs may develop a site designed to interest potential customers in Amway's products. Such sites are intended to assist the ABO in sharing product information with potential customers. Without also meeting the criteria applicable to product sales sites and/or business opportunity information sites contained herein, they should not contain retailing capabilities or information about the Amway business opportunity. They may, however, simply state that sales of products by ABOs may generate income for the ABO or other ABOs as a result of the reward system imbedded within the Amway Sales and Marketing Plan.

As with its own sites, Amway and its affiliates seek to ensure accuracy of product claims and sales information, and to protect their trademarks and copyrights. Therefore, only product claims taken verbatim from approved Amway literature may be shown on such sites. In addition, such copyrighted material may only be used after approval and licence by Amway. Any images of Amway-distributed products which appear on the site must be explicitly approved and licensed by Amway. Further, all required and appropriate trademark and copyright designations must be clearly visible within the site. Finally, the site must clearly identify its targeted geographic audience and state that products will never be sold in countries where the products are not registered for sale and do not otherwise comply with applicable laws, for example, the site might state that the site and all information, materials, products and/or services provided on the site are intended for access and use only in South Africa, Namibia and Botswana, and products shown are not available in countries where the products are not registered for sale and do not otherwise comply with applicable laws.

These sites may only contain links to Amway's Website's home page and only with the approval of Amway. They should not require any viewer to offer contact or other personal information at any time, but may offer viewers the opportunity to e-mail the site operators even when such e-mail will automatically provide the site operator with the viewer's return e-mail address.

### **3. Business Opportunity Information Site**

ABOs may develop a site designed to interest potential ABOs in the Amway Business Opportunity. Such sites are intended to help potential ABOs make informed choices about their participation in the Amway business opportunity. As such, they should offer only facts and information regarding Amway and the Amway Business Opportunity. Without also meeting the criteria applicable to product information sites and/or product sales sites contained herein, business opportunity information sites may not contain retailing capabilities or general business support materials. Informational sites are targeted at individuals who have not yet joined Amway as an ABO. Such individuals do not currently have an Amway business in need of support. These sites must be passcode-protected. Further, these sites should clearly identify the country in which the described business opportunity is available, noting that the Amway Business Opportunity may be available in other countries, with some variations as required by local law. For example, the site might state that the site and all information and materials provided on the site describe the business opportunity available in South Africa, Namibia and Botswana; the Amway business opportunity may be available in other countries, with some variations as required by local law. Such sites may not require that a viewer offer contact or other personal information in order to enter the site. Any

subsequent collection, use, dissemination and storage of viewer contact or other personal information via the site must be in accordance with all applicable data protection laws and regulations. These sites may only contain links to Amway's Website's home page and only with the approval of Amway.

#### 4. Product Sales Site

ABOs may develop a site designed to sell Amway products. However, as with their own sites, Amway and its affiliates seek to ensure the accuracy of product claims and sales information, and to protect their trademarks and copyrights. Therefore, only product claims taken verbatim from approved Amway literature may be shown on such sites. In addition, such copyrighted material may only be used after approval and licence by Amway. Any images of Amway-distributed products which appear on the site must be explicitly approved by Amway. Further, all required and appropriate trademark and copyright designations must be clearly visible within the site.

Without also meeting the criteria applicable to business opportunity information sites contained herein, these sites should not contain information about the Amway Business Opportunity. They may, however, simply state that sales of products by ABOs may generate income for the ABO or other ABOs as a result of the reward system imbedded within the Amway Sales and Marketing Plan. These sites may not offer products other than Amway products for sale on the site, including, without limitation, independently produced business support materials. They must also be passcode-protected.

These sites must clearly identify their targeted geographic audience and state that products will not be sold in countries where the products are not registered for sale and do not otherwise comply with applicable laws. For example, the site might state that the site and all information, materials, products and/or services provided on the site are intended for access, sale and use only in South Africa (Botswana and Namibia), products shown will not be sold in countries where the products are not registered for sale and do not otherwise comply with applicable laws. Further, such sites may not require that a viewer offer contact or other personal information in order to enter the site. Any subsequent collection, use, dissemination and storage of viewer contact or other personal information via the site must be in accordance with all applicable data protection laws and regulations. These sites may only contain links to Amway Website's home page and only with the approval of Amway.

#### 5. Other Types of Sites

ABOs may not develop other types of sites without approval from Amway and/or its affiliates. For approval, ABOs should contact their local affiliate office or Worldwide Business Support Materials Administration. Line of Sponsorship (LOS) sites will undergo particular scrutiny to ensure that they comply with all applicable data protection laws and regulations.

#### *General Requirements for Websites*

**EXCEPT SPECIFICALLY STATED OTHERWISE, THESE REQUIREMENTS ARE APPLICABLE TO ALL TYPES OF ABO WEBSITES. FURTHER REQUIREMENTS SPECIFIC TO CERTAIN TYPES OF WEBSITES ARE OUTLINED BELOW.**

Regardless of who builds or hosts an ABO Website, the site must comply with the ABO's contractual obligations to Amway, including, without limitation, the Rules of Conduct (where applicable), the requirements set forth in this Bulletin and any and all applicable laws. All site content must be reviewed and authorised by Amway in advance of site launch.

##### 1. Rule Compliance

In ensuring that ABO Websites comply with the Rules of Conduct, ABOs should pay particular attention to any rules in their website target market and in their home market which address (a) advertising practices; (b) direct marketing practices; (c) privacy and confidentiality; (d) use of business support materials; and (e) use of third party intellectual property, including Amway's trade names, trademarks and copyrights. ABOs must understand that these rules apply to the content and use of their websites as well as to their offline methods of doing business.

##### 2. Review of Site Content

ABOs may fax, e-mail or mail their site content to their local affiliate for review. "In the alternative, an ABO may provide their local affiliate with a confidential URL address at which their site content can be reviewed."

### **3. Use of Amway or its Affiliates' Trademarks**

An ABO may not use any copyrighted materials, trade names, trademarks or service marks of Amway or its affiliates, or any variation likely to cause confusion with a trade name, trademark or service mark of Amway or its affiliates in their site address or e-mail address (e.g., BuyLOC@amnet.net, Amway4u.com). Likewise, an ABO may not use copyrighted materials, trade names, trademarks or service marks of Amway or its affiliates, or any variation likely to cause confusion with a trade name, trademark or service mark of Amway or its affiliates, in a meta tag or other site locator unless expressly authorised, in writing, by Amway.

### **4. Site Addresses and E-mail Addresses**

Addresses for websites or e-mail must not be deceptive or misleading or violate the Rules of Conduct (e.g., Ezmoney.com, Retirenow@USA.com, Nosellingrequired.com)

### **5. "Spamming"**

Pursuant to the Rules of Conduct, and/or applicable legislation, no ABO may send unsolicited e-mails to individuals unless the recipient has given his express, written authorisation to receive such e-mails. Further, the supply of goods or services to a customer without the customer having placed an order for such goods or services is prohibited by law.

### **6. Fair Business Practices**

ABO Websites may not contain any income representations or sales plan depictions unless expressly authorised, in writing, by Amway. Further, ABO Websites may not misrepresent the business opportunity or make any representation or omission that is false or likely to be misleading or deceptive. Without limiting the generality of the foregoing, and by way of examples only,

- 6.1 ABO sites may not entice individuals into use of the site by failing to disclose that the site discusses a business opportunity or products offered by Amway; rather, the site must clearly make this disclosure;
- 6.2 ABO sites may not imply that participation in the Amway Business Opportunity will allow immediate or early retirement from former professions;
- 6.3 ABO sites may not make guarantees of success in the Amway Business Opportunity;
- 6.4 ABO sites may not imply that success in the Amway Business Opportunity can be achieved without retailing Amway's products nor through any sale of independently produced business support materials;
- 6.5 ABO sites may not misrepresent that ABOs may earn rewards and compensation based on personal consumption, rather than the sale of products to end consumers; and
- 6.6 ABOs may not use language in their websites, which reflects poorly on the Amway Business Opportunity.

### **7. Acknowledgement of Independent or Other Status**

ABOs must clearly and conspicuously state their status as either Amway Business Persons, Sales Promoters or Agents, as applicable.

### **8. Non-Corporate Products, Services or Business Opportunities**

No products or services other than products or services offered by Amway to ABOs may be offered, presented or sold on ABO websites, directly or indirectly through an advertising banner, link or frame.

## 9. Client, Downline and Site User Information

ABOs must post an appropriate privacy statement on their websites. In cases of websites, which do not require submission of personal information, this privacy statement may be very limited. In other cases where personal information is solicited via a website (in accordance with these Guidelines), the privacy statement should take the form of a comprehensive privacy policy containing all appropriate privacy principles under applicable data protection and privacy legislation. Of course, the information contained in such privacy statement must describe the particular operations of the ABO Website and the method the ABO Website uses to collect personal data of users, among other things. ABOs will need to seek their own legal counsel to ensure that their privacy policies are in compliance with applicable legislation. Furthermore, ABOs must abide by the provisions of any such privacy statement posted on their website in his/her treatment of the personal data of any website users, customers, downlines or other individuals, regardless of whether he/she has collected such data through his/her website or otherwise. Such personal data shall specifically include, without limitation, the use of images, photographs, likenesses and/or names of individuals. In the case of ABO websites offering viewers the opportunity to e-mail the site owners, the website must clearly state that using this e-mail facility will automatically provide the ABO with the viewer's return e-mail address. The website must also state that such e-mail address will be used only to respond to the viewer's questions and for no other purpose without the viewer's consent. Thereafter, the ABO must abide by this commitment not to use such viewer's e-mail address for purposes other than responding to his/her enquiries.

## 10. Links to Other Sites

ABO PHP Websites may not link to any portion of an Amway or Amway Affiliate Website. Other ABO Websites may only link to (a) the home page of an official Amway Website or the home page of an Amway affiliate site, upon express, written authorisation of Amway. (Deep links or links to other pages are not permitted.); and (b) authorised Line of Sponsorship sites and business opportunity information sites, upon express, written authorisation of Amway.

## 11. Framing

Framing of any website of Amway or its affiliates or of a third party is strictly prohibited.

## 12. Employer/Employee Implications

ABOs may not state or imply, in any way, that ABOs are employees of Amway, its affiliates, their sponsor or their Line of Sponsorship.

## 13. Intellectual Property Issues

ABOs may not use any copyrighted materials, trademark, trade name, service mark, or other intellectual property of third parties without prior written permission or licence from the intellectual property owner. Unless otherwise expressly allowed by applicable legislation, this applies to intellectual property of Amway or its affiliates, or any outside manufacturer, vendor, publisher, or other third party. The ABO remains solely responsible for all intellectual property issues involving a third party's infringement or other intellectual property claims against the ABO, Amway, its affiliates or any other party related to or arising out of the ABO's use or misuse of any intellectual property. The ABO shall hold Amway and its affiliates harmless from and against any and all liabilities, expenses and damages caused by or arising out of any such claims.

## 14. Applicable Law and Jurisdiction

ABOs should clearly specify the law and jurisdiction that is applicable to their websites and transactions undertaken pursuant to such websites.

## 15. Passcode Protection

Passcode-protected sites must require a user to input a passcode prior to entry to the website. They must utilise a passcode that is not easily determined by uninvited individuals. The entry page shall only contain information needed for sign-in purposes (i.e. user name, ABO numbers and/or passcode), and a small introductory paragraph

to verify to the viewer that he/she has reached the correct site. A technical help e-mail address can appear for individuals experiencing difficulty. The entry page may not contain ABO numbers or passcodes in a manner that would allow a casual web viewer to gain access to the site. ABOs may not provide the passcode to prospective ABOs or other users, except in face-to-face meetings or one-to-one contact situations like telephone calls, postal correspondence or solicited, private (and secure) e-mail in which an individual requests the passcode, and an ABO provides such passcode within the text of a return e-mail. Passcodes may not be provided through automatic e-mail mechanisms, such as automated signature lines or subject lines. Finally, no ABO may disseminate a passcode or URL address for an ABO Website prior to the final written authorisation of the website by Amway.

## 16. Updating of Sites

All ABO Websites must be updated. Such updates should take place regularly or as events warrant, and an ABO Website should contain a statement indicating the last date on which the site was updated. These guidelines are provided in an effort to help ABOs develop their own Web/ Internet site, which meets the requirements of the Amway Sales and Marketing Plan, the Rules of Conduct or the Commercial Principles (as applicable), this Bulletin and any and all applicable laws and regulations. This should not be considered an exhaustive list. Should you have specific questions, please feel free to contact Amway SA (Pty) Ltd.

### I. Additional Requirements Specific to Personal Home Page (“PHP”)

1. Passcode protection is NOT required for PHPs.
2. Appropriate content includes:
  - 2.1 Amway Business Owner’s name and location (town, province, country).
  - 2.2 Amway Business Owner’s personal history.
  - 2.3 ABO achievement level.
  - 2.4 Personal statements regarding the Amway Business Opportunity.
  - 2.5 Photograph of the ABO featured on the PHP.
  - 2.6 Artistic elements which add to the businesslike nature of the PHP and which the owner of the PHP has all rights and licences to use on the PHP.
  - 2.7 Audio greeting from the ABO.
  - 2.8 Statement that the business opportunity is available in the ABO’s home market with some international expansion opportunities.
3. Amway and its affiliates do not authorise the use of their copyrighted materials, name, trademarks or logos (including those of its products) on PHPs which do not comply with the guidelines contained herein and the Rules of Conduct or Commercial Principles (as applicable). As a result, inappropriate content includes:
  - 3.1 Product advertisements.
  - 3.2 Retail capabilities for Amway’s products.
  - 3.3 Information describing the Amway Business Opportunity or service information.
  - 3.4 Links to any portion of Amway’s Website or the websites of any of its affiliates.
  - 3.5 Solicitations of contact or other personal information from viewers, except that an ABO PHP can offer an e-mail for viewers to contact even when this e-mail contact will necessarily provide the ABO with the viewer’s return e-mail address (provided that all guidelines herein related to such e-mail contact are fulfilled).

4. A non-passcode-protected PHP will be capable of being viewed by the general public. Any private information or personal data must be published with that knowledge in mind, and only in compliance with applicable data protection laws and regulations.
5. All PHPs should be updated as events warrant.

## **II. Additional Requirements Specific to Product Information Sites**

1. Product information sites may or may not be passcode-protected, depending on the preference of the ABO.
2. Appropriate content includes:
  - 2.1 Country-appropriate product descriptions and imagery, including copyrighted materials, trademarks, logos and product names of Amway or its affiliates, as taken verbatim from approved Amway literature and containing all required and appropriate trademark and copyright designations and as explicitly approved by Amway.
  - 2.2 A statement indicating that the described products are available only within a certain geographical area and naming that geographical area explicitly. (This geographical area will include only areas where the product claims related to the products displayed on the site are legally valid and where the products are registered for sale.)
  - 2.3 Links to the home page of Amway's Website or the website of any of its affiliates which have been explicitly approved by Amway.
3. Amway and its affiliates do not authorise the use of their copyrighted materials, name, product names, trademarks or logos on product information sites which do not comply with the guidelines contained herein and the Rules of Conduct or Commercial Principles (as applicable). As a result, inappropriate content includes:
  - 3.1 Retail capabilities for Amway's products, unless all criteria for product sales sites are also met. (In addition, a user should have the ability to learn more about the products on such a dual purpose website without also being forced to make a product purchase.)
  - 3.2 Information describing the Amway Business Opportunity or service information, unless all criteria for business opportunity information sites are also met (in addition, a user should have the ability to learn more about the products on such a dual purpose website without also being forced to learn about the business opportunity).
  - 3.3 Unauthorised links to any portion of Amway's Website or the websites of any of its affiliates.
  - 3.4 Solicitations of contact or other personal information from viewers, except that an ABO Product Information Site can offer an e-mail for viewers to contact even when this e-mail contact will necessarily provide the ABO with the viewer's return e-mail address (provided that all guidelines herein related to such e-mail contact are fulfilled).
4. A non-passcode-protected product information site will be capable of being viewed by the general public. Any private information or personal data must be published with that knowledge in mind, and only in compliance with applicable data protection laws and regulations.
5. All product information sites must be regularly updated to ensure that only accurate and current information is published.

### III. Additional Requirements Specific to Business Opportunity Information Sites

1. Business Opportunity Information Sites must be passcode-protected.
2. Appropriate content includes:
  - 2.1 Factual information regarding the Amway Business Opportunity and the benefits of participating in it.
  - 2.2 Information identifying the ABO who owns the site.
  - 2.3 The personal story of the featured ABO and/or personal reflections regarding the Amway Business Opportunity.
  - 2.4 Background and statistical information having to do with the economic trends, general business environment and future projections, with readily identifiable and accurate sources for the information.
  - 2.5 General “how-to’s” reflective of the type of activities a new ABO should engage in to build their business. Examples include how to conduct product demonstrations and how to present the Amway Business Opportunity.
  - 2.6 Links to the home page of Amway’s Website or the websites of its affiliates which have been explicitly approved by Amway.
  - 2.7 Collection and use of viewer contact or other personal information in accordance with all applicable data protection laws and regulations.
  - 2.8 Provision of e-mail addresses to facilitate communication with the ABO site owner (provided that all guidelines herein related to such e-mail contact are fulfilled).
  - 2.9 A statement indicating that the described Amway Business Opportunity is available only within a certain geographical area with possibilities for international expansion, and naming that geographical area explicitly.
3. Amway and its affiliates do not authorise the use of their copyrighted materials, name, product names, trademarks or logos on business opportunity information sites which do not comply with the guidelines contained herein and the Rules of Conduct or Commercial Principles (as applicable). As a result, inappropriate content includes:
  - 3.1 Retail capabilities for Amway’s products, unless all criteria for product sales sites are also met (in addition, a user should have the ability to learn more about the business opportunity on such a dual purpose website without also being forced to make a product purchase).
  - 3.2 Unauthorised links to Amway’s Website or the websites of any of Amway’s affiliates.
  - 3.3 Solicitations of contact or other personal information from viewers simply as a requirement for viewing the site.
4. All business opportunity information sites should be updated as events warrant.

### IV. Additional Requirements Specific to Product Sales Sites

1. Product sales sites must be passcode-protected.
2. ABOs are required by the Electronic Communications Bill to provide certain specific information to clients in advance of a sale via the Internet. This information must be accurate and provided in a clear and easily accessible manner. Necessary information includes:

- 2.1 the ABO's identity as supplier of the products as well as the address of his place of business and to which a customer may address any complaints;
  - 2.2 a description of the goods/services offered for sale on the ABO website;
  - 2.3 the price of the goods or services including all taxes (e.g., VAT );
  - 2.4 delivery costs, if any, and method of delivery;
  - 2.5 a description of how payment should be made;
  - 2.6 notification that the customer may change his/her mind about making the purchase within 15 working days from the date of receipt of a purchased product without penalty and, in some cases, by paying only the direct costs of returning the goods to the seller (known as "the right of withdrawal");
- 2.7 information on how to exercise the right of withdrawal;
- 2.8 the period (if any) during which the customer must purchase the product to obtain it at that price and on those terms;
  - 2.9 information on any after-sales service and guarantees; and
  - 2.10 in the case of contracts for the supply of products or services to be provided on an ongoing or recurring basis, the minimum duration of the contract and advice on how to cancel the contract.

ABOs may supply all of the above information orally. However, it must also be provided to customer, in writing, not later than at the time of delivery of the products purchased by the customer.

3. Further appropriate content includes:

- 3.1 Country-appropriate product descriptions and imagery, including copyrighted materials, trademarks, logos and product names of Amway or its affiliates, as taken verbatim from approved Amway literature and containing all required and appropriate trademark and copyright designations and as explicitly approved by Amway.
- 3.2 A statement indicating that the described products are available only within a certain geographical area and naming that geographical area explicitly. (This geographical area will include only areas where the product claims related to the products displayed on the site are legally valid and where the product is registered for sale.)
- 3.3 Online forms and online processing of orders which are in accordance with the applicable national regulations which implement the rules of the Electronic Communications Bill.
- 3.4 Similar national legislation and all other applicable legislation which allows purchasers to identify and correct any errors or modify their order, express a deliberate and informed consent to purchase, and retain a complete and accurate record of their purchase.
- 3.5 Easy-to-use, secure payment mechanisms and information on the level of security such mechanisms afford, all in accordance with applicable data protection laws and regulations.
- 3.6 Links to the home page of Amway's Website or the websites of any of its affiliates which have been explicitly approved by Amway.
- 3.7 Collection and use of viewer contact or other personal information in accordance with all applicable data protection laws and regulations.

4. Amway and its affiliates do not authorise the use of its copyrighted materials, name, product names, trademarks or logos on product sales sites which comply with the guidelines contained herein and the Rules of Conduct or Commercial Principles (as applicable). As a result, inappropriate content includes:
  - 4.1 Information describing the Amway Business Opportunity, unless all criteria for a business opportunity information site are also met (in addition, a user should have the ability to make a product purchase on such a dual purpose website without also being forced to learn about the business opportunity).
  - 4.2 Unauthorised links to any portion of Amway's Website or the websites of its affiliates.
  - 4.3 Solicitations of contact or other personal information from viewers simply as a requirement for viewing the site.
  - 4.4 As described further in Section 1 of this Bulletin, product information or solicitations of offers to buy products other than Amway's products, including, without limitation, independently produced business support materials.
5. All product sales sites must be regularly updated to ensure that only accurate and current information is published.

**FAILURE TO COMPLY WITH THE GUIDELINES CONTAINED IN THIS BULLETIN AND/OR THE RULES OF CONDUCT MAY CONSTITUTE A SERIOUS BREACH OF YOUR CONTRACTUAL DUTIES AS AN ABO AND MAY EVENTUALLY RESULT IN TERMINATION OF YOUR ABO AGREEMENT WITH AMWAY.**



## SECTION 3: ZERO TOLERANCE POLICY REGARDING UNAUTHORISED ABO ACTIVITY IN UNOPENED MARKETS

**IMPORTANT:** ABOs considering expanding their businesses internationally must not conduct unauthorised activities in markets not yet opened by Amway. Penalties for unauthorised activities can seriously jeopardise your current and future businesses.

Amway is currently open in the following countries and territories:

American Samoa, Anguilla, Antigua, Argentina, Australia, Austria, Azores, Bahamas, Barbados, Barbuda, Belgium, Bermuda, Botswana, Brazil, British Virgin Islands, Brunei, Canada, Canary Islands, Cayman Islands, Channel Islands, Chile, China, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Dominica, Dominican Republic, El Salvador, Finland, France, French Antilles, (Martinique, Guadeloupe), French Guiana, Germany, Grenada, Greece, Guam, Guatemala, Guernsey, Haiti, Honduras, Hong Kong, Hungary, Republic of Ireland, India, Indonesia, Italy, Japan, Jersey Island, Korea, La Reunion, Macau, Madeira, Malaysia, Mexico, Monserrat, Namibia, The Netherlands, Netherlands Antilles, (Aruba, Bonaire, Curacao, Dutch St Martin, Saba, St Eustatius), New Zealand, Norway, Palau Islands, Panama, People's Republic of China, Philippines, Poland, Portugal, Puerto Rico, Romania, Russia, Singapore, The Slovak Republic, Slovenia, South Africa, Spain, St Kitts and Nevis, St Lucia, St Vincent, Sweden, Switzerland, Taiwan (Republic of China), Thailand, Trinidad and Tobago, Trust Territories of the Pacific, (Mariana, Marshall and Caroline Islands), Turkey, Turks and Caicos Islands, Ukraine, United Kingdom, United States of America, US Virgin Islands, Uruguay, Venezuela, and Wake Islands.

\*Direct selling is currently not permitted in China. Since 1998 Amway China has operated under a special license permitting sales through shops with salesmen.

ABOs are encouraged to contact Amway to ensure that they have up-to-date information on the procedures for international sponsoring. Additionally, ABOs should become aware of and uphold the laws and regulations of each market, as well as understand and be considerate of social and cultural customs.

### **NOTICE: AMWAY HAS ADOPTED A ZERO TOLERANCE POLICY THAT PROHIBITS ANY ABO ACTIVITY IN MARKETS THAT HAVE NOT BEEN OFFICIALLY OPENED BY AMWAY**

Amway defines "ABO activity" as any activity which is designed to promote or build the Amway business. All ABOs are prohibited from visiting a new market country for the purpose of interesting one or more prospective ABOs in the Amway business. Amway does not permit holding meetings (even one-on-one meetings) in any country prior to the announcement of the launch date and launch plans.

Prospecting by websites directed at the unopened market is also considered as inappropriate ABO activity.

It is highly inappropriate and a violation of the "spirit" of these rules to educate a non-distributor about the Amway Opportunity and to then encourage the prospective ABO to return to his or her native country for the purpose of generating interest prematurely.

In the event that Amway officially launches a new market, Amway will announce the opening of the market through official corporate communications. Such communications will announce the date of launch, indicate what pre-launch activity is permitted and provide other information critical for successful distributor participation. If Amway has not officially opened a market, no ABO activity is authorised with respect to that market.

Any mention in the media of Amway's public relations efforts or of legal notices that Amway is required to file in a new market must not be interpreted as the official announcement of Amway's intention to open a new market.

## ACTIVITIES NOT AUTHORISED AT ANY TIME

Amway has adopted a Zero Tolerance Policy for unauthorised activity in unopened markets. Below is a list of behaviour/activity that would be subject to the Zero Tolerance Policy no matter whether such activity takes place in an unopened market or in a market that has been officially launched by Amway. The Corporation reserves the right to take immediate action and/or deny acceptance of an Application in the new market or apply other sanctions on any ABO once it receives a verifiable complaint.

1. ABOs cannot solicit other ABOs from outside their Line of Sponsorship or Personal Group to sign under or to provide prospects in a new market. To do so is a direct violation of the contract between Amway and its ABOs and the Rules of Conduct or Commercial Principles applicable in an ABO's market. Amway encourages ABOs to follow their original line of sponsorship when applying for authorisation in a new market.
2. The importation, use or sale of any privately produced literature, tapes or other such Business Support Materials (including the use of websites, e-mail and other electronic means of advertisement or communication) in relation to the Amway business not previously reviewed by Amway for use in a/each specific market is unauthorised. Authorisation in one market does not automatically serve as authorisation for use in ALL and especially new or unopened markets.
3. The importation of any Amway product into a market for any reason (other than for personal consumption) including sales, demonstration or display is strictly prohibited. Importation of products and promotional materials without proper import licenses, registrations and labelling may subject the violating ABO and Amway to substantial fines, imprisonment, and confiscation of materials and product, and undermines the reputation and goodwill associated with the Amway trademarks and brand. It may also seriously jeopardise Amway's ability to open a market in the future, or to offer its full range of products.
4. Advertising for prospective ABOs in the new market in any format is prohibited both in the new market and in the ABO's home market. This includes bulletin boards, misuse of business cards, publication of meeting schedules and seeking media coverage. ABOs cannot participate in "blind prospecting" by using phone books, professional society membership lists, etc. Under no circumstances may ABOs use mass communication methods such as spam (unsolicited e-mail), television merchandising channels or computer networks to advertise the Amway opportunity.
5. ABOs may neither state or imply that they are employees or representatives of Amway Corporation or any of its affiliated companies, nor may they say that they are the exclusive representative of Amway in any particular country.
6. No ABO-produced "pre-applications" or any similar documents which appear to commit a prospective ABO to join a particular line of sponsorship are authorised. "Lead Forms" which are used only for an ABO's internal use to collect information about prospective ABOs must NEVER be utilised as "pre-applications" and are not legally binding. The Lead Form must not be signed by the prospective ABO, and a copy must not be left with the prospect. The Lead Form and its use must never appear to commit or obligate the prospect in any manner.
7. Prospective ABOs who are residents of non-Amway markets should not be invited to any ABO - or company-sponsored functions organised in either Amway or non-Amway markets.
8. Showing the Amway Sales Plan and Marketing Plan, importing or selling Amway-produced or provided products in an unopened market is not permitted.

**PENALTIES FOR UNAUTHORISED ACTIVITY IN NON-AMWAY MARKETS**

**PENALTIES MAY INCLUDE ANY ACTION DEEMED APPROPRIATE BY AMWAY. CORRECTIVE ACTION MAY RANGE FROM RE-EDUCATION OF AN OFFENDING GROUP, AND/OR DENYING ACCEPTANCE/PROCESSING OF AN APPLICATION IN THE NEW MARKET, AND/OR SUSPENSION/ TERMINATION OF THE VIOLATOR'S BUSINESS. CORRECTIVE ACTION MAY NEGATIVELY IMPACT THE VIOLATOR'S ANNUAL COMMISSIONS, AWARD RECOGNITION AND OTHER REWARDS SUCH AS SIP, NON-CASH AWARDS AND FAA MONIES.**

1. Complaints of improper activity are to be submitted in writing to the appropriate Sales/ABO Relations Department staff for review and handling on a case-by-case basis. Amway may, at its discretion, follow up on any reported activity to make a determination of its accuracy and viability.
2. Penalties may include any action deemed appropriate by Amway up to and including suspension or termination. Amway may sanction rewards and recognition derived from unauthorised activities in an unopened market and may prohibit the offending ABOs from entering into new markets.
3. In the event of termination action, the appeal rights as granted by the Enforcement Procedures in the Rules of Conduct, Commercial Principles or applicable policies in an Amway affiliate may be invoked by the ABO.
4. Platinum ABOs are responsible for ensuring that all ABOs in their organisations who are involved in international markets understand these Rules. It is the responsibility of each ABO to abide by this Policy.
5. Violators may be required to provide Amway with a mailing list, complete with names and addresses, of all persons solicited/contacted by him or her as prospective ABOs as the result of unauthorised activity.

## SECTION 4: AMWAY PRIVACY POLICY FOR AMWAY BUSINESS OWNERS AND MEMBERS (SOUTH AFRICA)

This Privacy Policy describes how Amway GmbH, Benzstrasse 11b – c, D-82178 Puchheim, Germany (hereinafter “Amway”) uses personal information collected or received from Amway Business Owners (“ABOs”) and Members. It describes how we may collect or receive your personal information, the types of personal information we may collect, how we use, share and protect this information, how long we retain this information, your rights, and how you can contact us about our privacy practices. Amway is subject to applicable data protection and privacy laws in Germany, which impose high standards on organizations that process personal information.

### How We May Collect or Receive Personal Information from You

**Registration.** Amway collects your personal information through the registration form that you complete and send to us in paper form or electronically through the Amway website (the “Website”) in order to become an ABO or Member.

**Logged in as ABO or Member.** If you are logged in on the Website as an ABO or Member we may collect your personal information from you, for example, when you order products or services.

**Contacting Us.** You may also choose to submit your personal information and other information to us through various communication channels provided on the “Contact Us” webpage of the Website, for example, Amway e-mail addresses, telephone numbers or online forms.

**Cookies.** If you are logged in on the Website we may also use cookies or similar technologies that collect certain Website usage information when you access, view and use the Website. A cookie is a data file placed on a computer or mobile device when it is used to visit websites. To learn more about the cookies used by Amway, please read the “Website Privacy Notice” <http://www.amway.co.za/Content/Article?PageCode=PrivacyPolicy&c=EN-ZA> .

You may disable cookies in your browser’s settings (e.g., under the “Preferences” or “Internet Options” features of your browser). Note, however, that some features of the Website may not function properly if you disable the use of cookies. For detailed information on how to manage or delete cookies, visit <http://www.allaboutcookies.org/>.

### The Types of Personal Information We May Collect

We may collect the following personal information from you:

- Contact information (e.g., name, postal or e-mail address, fax number and phone number);
- ABO or Member organizational information (e.g., ABO company name, profession and ownership and management details);
- Gender, age, nationality, date and place of birth;
- Marital Status
- ABO or Member registration number, username and password;
- Passport details (including number, issue date, issue location and expiration date) and National ID number to the extent permitted or required by applicable law;
- Payment information (e.g., such bank account or credit card numbers);
- ABO or Member performance information (e.g., class, status, group and personal qualifications under the Amway Sales and Marketing Plan and financial/bonus history);
- Product preferences, purchasing habits, purchasing history and spending behaviour;
- Communication preferences; and
- Your website usage, IP-address, browser type and operating system.

We may collect other personal information in exceptional circumstances only. If we do need to process such personal information about you, we will make sure that there is a valid legal basis for doing so (e.g. your explicit consent).

### **How We Use the Personal Information We Collect**

We may use the information we obtain about you to:

- To manage your registration as an ABO or Member please refer to the link <https://www.amway.co.za/imc/login?returnurl=/Content/Article%3FPageCode=ZA-ABOAgreement&c=EN-ZA> which is found on the website to view the Terms & Conditions of your registration as an ABO or Member;
- Create and manage your online account and respond to your inquiries;
- Process your orders of products or services;
- Communicate with you (e.g., about products or services that we offer, or intend to offer);
- Operate, evaluate and improve our business, including by:
  - Evaluating your satisfaction with our current communications, materials, products and/or services;
  - Developing new products and services and determining the effectiveness of our advertising; and
  - Tracking and analysing your use of products, materials and/or services;
- Track, document and analyse your line of sponsorship;
- Assessing your performance under your Amway Business or Member Registration Agreement with us;
- Provide business performance information to you (e.g., information on your line of sponsorship purchase volumes, earned bonuses, levels of awards, your referring ABO or Member, and your upline ABO or Member organisation under the Amway Sales and Marketing Plan);
- Provide your name, address, telephone number or e-mail address to ABOs or Members in both your upline and your downline ABO or Member organisation;
- Facilitate your use of the Website through the use of cookies (e.g., to offer the shopping basket functionality, to remember log in details and language preferences, etc.);
- Improve the Website, including by tracking and monitoring your use of the Website through the use of cookies, and to diagnose problems with the software or hardware we use;
- Perform accounting, auditing, billing and collection activities;
- Enforce contractual terms and conditions;
- Protect against and prevent fraud, unauthorized transactions, claims and other liabilities; and
- Comply with applicable legal requirements, industry standards and our policies.

If you choose not to provide your personal information, we may not be able to provide the above services.

### **How We May Share Personal Data**

Amway does not sell, rent or trade your personal information. Amway may share your personal information only with:

- Entities within the Amway group to whom it is reasonably necessary or desirable for Amway to disclose personal information;
- ABOs/Members in your upline or downline organization, to support your business and/or allow communication regarding product advice, ordering advice and product information for the products that you order from Amway; and
- We may share your information with selected partner stores
- Government authorities or other third parties, if required by law or reasonably necessary to protect the rights, property and safety of others or ourselves.

### **International Data Transfers**

We may transfer the personal information we collect about you to other Amway affiliates or other entities of Amway's mother company Alticor Inc. Some of them may be located in countries other than the country in which the information was originally collected. The laws in those countries may not offer the same level of data protection as the country in which you initially provided the information. When we transfer your personal information to Amway entities in other countries, we will protect that information as described in this Privacy Policy and in accordance with applicable law. The transfer of your personal information from Amway South Africa (Pty) Ltd. to Amway GmbH is covered by a binding agreement between Amway South Africa (Pty) Ltd. and Amway GmbH to the effect that Amway GmbH will adequately protect your personal information. Another entity to which your personal information may be transferred is Amway's mother company Alticor, Inc. is certified under the Safe Harbor privacy framework as set forth by the U.S. Department of Commerce, the European Commission and Switzerland regarding the collection, storage, use, transfer and other processing of personal information transferred from the European Economic Area or Switzerland to the U.S. This program is recognized by the European Commission in its Decision 2000/520/EC as providing an adequate level of protection to personal information. For more information, please visit Amway's Safe Harbor Privacy Policy at [www.alticor.com/PrivacyPolicy.aspx](http://www.alticor.com/PrivacyPolicy.aspx).

### **How We Protect Personal Information**

We maintain appropriate technical and organizational security safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

### **How Long We Retain Personal Information**

We store personal information for as long as necessary to fulfil the purposes for which we collect the information (see above under “How We Use the Personal Information We Collect”), except if required otherwise by law.

### **Updates to this Privacy Policy**

Amway may update this Privacy Policy from time to time. We will notify you of any significant changes to this Privacy Policy on the relevant Amway websites, in official Amway publications, or through other appropriate communication channels. All changes shall be effective from the date of publication, unless otherwise provided in the notification.

### **Your Rights**

Your rights under applicable law may include access to the personal information we process about you, the right to have such personal information corrected, erased or blocked, and the right to object to certain data processing activities. To exercise these rights, you should make a written request using our contact details set out below. In addition to these rights, you have the right to lodge a complaint with the Information Regulator in the event that you are dissatisfied with the manner in which your personal information is being processed.

### **How to Contact Us**

If you have any comments or inquiries about this Privacy Policy, if you would like to update information we have about you, or to exercise your rights, you may contact us by sending an e-mail to your local affiliate at [infocentre.zaf@amway.com](mailto:infocentre.zaf@amway.com), or you may also write to: Amway SA (PTY) LTD, Private Bag X7, Waterfront 8002





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Amway South Africa  
No. 12 Friesland Drive  
Longmeadow Business Estate South  
Longmeadow, Johannesburg, 1609

Tel: +27 021 405 1700 Fax: +27 021 405 1716 /18 / 28  
Toll Free: 0800 203 772

[www.amway.co.za](http://www.amway.co.za)  
[www.facebook.com/amwaysouthafrica](https://www.facebook.com/amwaysouthafrica)  
[www.twitter.com/AmwaySATweets](https://www.twitter.com/AmwaySATweets)