



International Association of  
**PAGEANTRY**

# ***Code of Ethics***

# Table of Contents

<b>Preamble</b> .....	<b>3</b>
<b>A . Code of Conduct</b> .....	<b>3</b>
1. Deceptive or Unlawful Consumer or Recruiting Practices .....	3
2. Products, Services and Promotional Materials .....	3
3. Terms of Sale .....	3
4. Warranties and Guarantees .....	3
5. Identification and Privacy .....	3
6. Training and Materials .....	3
<b>B . Responsibilities and Duties</b> .....	<b>6</b>
1. Prompt Investigation .....	6
2. Required Code Communication .....	6
<b>C . Administration</b> .....	<b>7</b>
3. Interpretation and Execution .....	7
4. Code Administrator .....	7
5. Procedure .....	7
<b>D . IAOP Code of Ethics Enforcement Procedures</b> .....	<b>8</b>
1. Receipt of Complaint .....	8
2. Cooperation with the Code Administrator .....	8
3. Investigation and Disposition Procedure .....	8
4. Appeals Review Panel .....	9
5. Appeals Review Procedure .....	9
<b>E . Powers of the Administrator</b> .....	<b>10</b>
1. Remedies .....	10
2. Case Closed .....	10
3. Refusal to Comply .....	10
4. Appeal for Reinstatement after Suspension or Termination .....	10
<b>F . Restrictions</b> .....	<b>11</b>
1. Conferring with Others .....	11
2. Public Reporting of Code of Ethics Complaints and Compliance Efforts ..	11
<b>G . Resignation</b> .....	<b>11</b>

# Code of Ethics

## Preamble

The International Association of Pageantry (“IAOP”), recognizing that companies engaged in the pageant industry assume certain responsibilities in the method and conduct of their products and services, hereby sets forth the basic fair and ethical principles and practices to which member companies will continue to adhere to in the conduct of their business.

## A. Code of Conduct

### 1. Deceptive or Unlawful Consumer or Recruiting Practices

1. Member companies agree to run honorable pageants with integrity and fairness. No director can ever manipulate scores prior to announcement of winner.
2. Member companies agree to not taint judges with subliminal or direct messages or insinuations of any kind as to who should win or how contestants should be ranked.
3. No member company or representative for a member company shall engage in any deceptive, false, unethical or unlawful consumer or recruiting practices. Member companies shall ensure that no statements, promises or testimonials are made that are likely to mislead contestants or prospective contestants or vendors.
4. Member companies and their assigns must comply with all requirements of law. While this Code does not restate all legal obligations, compliance with all pertinent laws by member companies and their associates, paid or unpaid, is a condition of acceptance by and continuing membership.
5. Member companies shall conduct their activities toward other member companies in compliance with this Code and all pertinent laws.
6. Information provided by member companies and their representatives to prospective or current contestants concerning the opportunity and related rights and obligations shall be accurate and complete.
7. Member companies and their representatives shall not make any factual representation to prospective contestants that cannot be verified or make any promise that cannot be fulfilled.
8. Member companies and their representatives shall not present any selling opportunity to any prospective independent salesperson in a false, deceptive or misleading manner.
9. Member companies shall not induce a person to purchase products or services based upon the representation that a consumer can recover all or part of the purchase price by referring other consumers, if such reductions or recovery are violative of applicable referral sales laws.
10. Member companies shall pay all appropriate vendors in a timely manner including, as applicable, sales, purchases, details of earnings, commissions, discounts, deliveries, cancellations and other relevant data, in accordance with

the member company's arrangement with the other party. All monies due shall be paid and any withholdings made in a commercially reasonable manner.

11. Member companies shall not abuse the trust of individual consumers, or exploit a consumer's age, illness, handicap, lack of understanding or unfamiliarity with a language.

## **2 . Products, Services and Promotional Materials**

1. The offer of products or services for sale by member shall be accurate and truthful as to price, grade, quality, make, value, performance, quantity, currency of model and availability. All product claims made by member companies and their representatives must be substantiated by competent and reliable evidence and must not be misleading. A consumer's order for products and services shall be fulfilled in a timely manner.
2. Member companies shall not make misleading comparisons of another company's products or services. Any comparison must be based on facts that can be objectively and adequately substantiated by competent and reliable evidence. Neither member companies nor their representatives shall denigrate any other member company, business, product or service—directly or by implication— in a false or misleading manner and shall not take unfair advantage of the goodwill attached to the trade name and symbol of any company, business, product or service.
3. Promotional literature, advertisements and mailings shall not contain product descriptions, claims, photos or illustrations that are false, deceptive or misleading. (Promotional literature shall contain the name and address or telephone number of the member company and may include the telephone number of a representative).
4. Member companies shall give understandable and accurate answers to questions from consumers.

## **3 . Terms of Sale**

1. A written order or receipt shall be delivered to the consumer at or prior to the time of the initial sale. In the case of a sale made through the mail, telephone, Internet, or other non-face-to-face means, a copy of the order form shall have been previously provided, be included in the initial order, or be provided in printable or downloadable form through the Internet. The order form must set forth clearly, legibly and unambiguously:
  1. Terms and conditions of sale, including the total amount the consumer will be required to pay, including all interest, service charges and fees, and other costs and expenses as required by federal and state law;
  2. Identity of the member company, and contain the full name, permanent address and telephone number of the member company, and all material terms of the sale; and
  3. Terms of a guarantee or a warranty, details and any limitations of after-sales service, the name and address of the guarantor, the length of the guarantee, and the remedial action available to the consumer.

Alternatively, this information may be provided with other accompanying literature provided with the product or service.

2. Member companies and their representatives offering a right of return, whether or not conditioned upon certain events, shall provide it in writing.

#### **4 . Warranties and Guarantees**

The terms of any warranty or guarantee offered by the seller in connection with the sale shall be furnished to the buyer in a manner that fully conforms to federal and state warranty and guarantee laws and regulations. The manufacturer, distributor and/or seller shall fully and promptly perform in accordance with the terms of all warranties and guarantees offered to consumers.

#### **5 . Identification and Privacy**

1. Member companies and contestants shall take appropriate steps to safeguard the protection of all private information provided by a consumer, independent salesperson or prospective independent salesperson.

#### **6 . Training and Materials**

1. Member companies shall provide adequate training to enable directors and contestants to operate ethically.
2. Member companies shall prohibit their representatives from marketing or requiring the purchase by others of any materials that are inconsistent with the member company's policies and procedures. Further, member companies shall prohibit contestants from marketing any materials that are not approved by the member company and that are inconsistent with member company policies and procedures.
3. Contestants selling member company-approved sales aids, promotional or training materials, whether in hard copy or electronic form, shall:
  1. Use only materials that comply with the same standards used by the member company,
  2. Not make the purchase of such materials a requirement of other independent salespeople,
  3. Provide such materials at not more than the price at which similar material is available generally in the marketplace, without significant profit to the independent salesperson, and
  4. Offer a written return policy that is the same as the return policy of the member company the independent salesperson represents.
  5. Member companies shall take diligent, reasonable steps to ensure that promotional or training materials produced by their representatives comply with the provisions of this Code and are not false, misleading or deceptive.

### **B. Responsibilities and Duties**

#### **1 . Prompt Investigation**

1. Member companies shall establish, publicize and implement complaint handling procedures to ensure prompt resolution of all complaints.
2. Member companies will be considered responsible for Code violations by their representatives where the Administrator finds, after considering all the facts, that a violation of the Code has occurred.
3. Member companies should be diligent in creating awareness among their employees and/or the contestants marketing the member company's products or services about the member company's obligations under the Code. No member company shall in any way attempt to persuade, induce or coerce another company to breach this Code, and an attempt to induce a breach of this Code is considered a violation of the Code.
4. Contestants are not bound directly by this Code, but as a condition of participation in a member company's pageant system, shall be required by the member company with whom they are affiliated to adhere to rules of conduct meeting the standards of this Code.
5. This Code is not law, but its obligations require a level of ethical behavior from member companies and contestants that is consistent with applicable legal requirements. Failure to comply with this Code does not create any civil law responsibility or liability. When a company leaves the IAOP membership, a company is no longer bound by this Code. However, the provisions of this Code remain applicable to events or transactions that occurred during the time a company was a member of IAOP.

## **2 . Required Code Communication**

a. All member companies are required to publicize the IAOP Code of Ethics and the process for filing a Code complaint to their consumers. At a minimum, member companies must have one of the following:

1. an inclusion on the member company's website of the IAOP Code of Ethics; or
2. a prominent link from the member company's website to the IAOP Code of Ethics web page, with a separate mention of, or separate link to, the Code complaint filing process; or
3. an inclusion of the member company's Code of Ethics and its complaint process on its website with an explanation of how a complainant may appeal to the Administrator in the event the complainant is not satisfied with the resolution under the member company's Code of Ethics or complaint process, with a reference to the IAOP Code of Ethics web page.

b. All member companies, after submission of their program, are required to state annually, along with paying their dues, that the program remains effective or indicate any change.

## **C. Administration**

### **1 . Interpretation and Execution**

The Board of Directors of the IAOP shall operate as Code Administrator (“Administrator”).

## **2 . Code Administrator**

1. The Administrator shall establish, publish and implement transparent complaint handling procedures to ensure prompt resolution of all complaints.
2. The Administrator shall review and determine all charges against member companies, affording those companies an opportunity to be heard fully. The Administrator shall have the power to originate any proceedings and shall at all times have the full cooperation of all member companies.

## **3 . Procedure**

a. The Administrator shall have the sole authority to determine whether a violation of the Code has occurred. The Administrator shall answer as promptly as possible all queries relating to the Code and its application, and, when appropriate, may suggest, for consideration by the Board of Directors, Code amendments, or other implementation procedures to make the Code more effective.

1. The Administrator shall undertake to maintain and improve all relations with better business bureaus and other organizations, both private and public, with a view toward improving the industry’s relations with the public and receiving information from such organizations relating to the industry’s sales activities.

## **D. IAOP Code of Ethics Enforcement Procedures**

### **1 . Receipt of Complaint**

Upon receipt of a bona fide complaint from a bona fide consumer, the Administrator shall forward a copy of the complaint, to the accused member company together with a letter notifying the company that a preliminary investigation of a specified possible violation is being conducted and requesting the member company’s cooperation in supplying necessary information and documentation. If the Administrator has reason to believe that a member company has violated the Code, even if a written complaint has not been received, then the Administrator shall provide written notice to the member company stating the basis for the Administrator’s belief that a violation has occurred. The Administrator shall honor request by complainants for confidential treatment of their identity. The subject matter of a complaint will not be kept confidential.

### **2 . Cooperation with the Code Administrator**

In the event a member company refuses to cooperate with the Administrator and/or refuses to supply necessary information and documentation, the Administrator shall serve upon the member company, by certified mail, a notice affording the member company an opportunity to request Appeals Review Panel to evaluate whether its membership in the IAOP should not be terminated. In the event the member company

fails to request a review by an Appeals Review Panel, the IAOP Board of Directors may vote to suspend or terminate the membership of the member company.

### **3 . Investigation and Disposition Procedure**

1. The Administrator shall conduct a preliminary investigation, making such investigative contacts as are necessary to reach an informed decision as to the alleged Code violation. If the Administrator determines, after the informal investigation, that there is no need for further action or that the Code violation allegation lacks merit, the investigation and administrative action shall terminate and the complaining party shall be so notified.
2. The Administrator may, at her discretion, remedy an alleged Code violation through informal, oral and written communication with the accused member company.
3. If the Administrator determines that there are violations of such a nature, scope or frequency that the best interests of consumers, the IAOP, and/or the pageant industry require remedial action, the member company shall be notified. The reasoning and facts that resulted in the decision as well as the nature of the remedy shall be included in the Administrator's notice. The notice shall also offer the member company an opportunity to consent to the suggested without the necessity of an appeal. If the member company desires to dispose of the matter in this manner, it will, within 20 calendar days, advise the Administrator in writing. The letter to the Administrator may state that the member company's willingness to consent does not constitute an admission or belief that the Code has been violated.

### **4 . Appeals Review Panel**

If a member company has submitted a request for review or an appeal of the Administrator's remedial action, an Appeals Review Panel consisting of three representatives from active member companies shall be selected by the Executive Committee of IAOP's Board of Directors within 20 calendar days. The three member companies shall be selected in a manner that represents a cross- section of the industry. If for any reason, a member of the Panel cannot fulfill his or her duties, the Chairman of the Board of IAOP can replace that person with a new appointment. The representatives serving on the Appeals Review Panel shall during their time on the Panel have the same rights of indemnification the Directors and Officers have under the bylaws of the IAOP.

### **5 . Appeals Review Procedure**

1. A member company must make a request to convene an Appeals Review Panel in writing to the Administrator within 20 calendar days of the Administrator's notice of the member company's failure to comply or the Administrator's recommended remedial action. Within 10 calendar days of receiving such a request, the Administrator shall notify the Chairman of the Board of IAOP. The Executive Committee then shall select the three-person Panel.



2. As soon as the Panel has been selected, the Administrator shall inform the Appellant of the names of the panelists. Within 14 calendar days of that notification, the Administrator shall send a copy of the Complaint and all relevant documents, including an explanation of the basis of the decision to impose remedial action, to the panelists with copies to the Appellant. Upon receipt of such information, the Appellant shall have 14 calendar days to file with the Panel its reasons for arguing that remedial action should not be imposed along with any additional documents that are relevant. Copies of that information shall be provided to the Administrator, who can provide additional information as the Administrator decides is necessary or useful to the Panel and the Appellant.
3. Once the information has been received by the panelists from both the Administrator and the Appellant, the Panel will complete its review within 30 calendar days or as soon thereafter as practicable. If the review pertains to whether the Appellant's membership in the IAOP should be terminated, the Panel shall decide whether the member company's failure to work with the Administrator justifies suspending or terminating the Appellant's membership in the IAOP. If the review pertains to the Administrator's suggested remedial action, the Panel shall decide whether the Administrator's decision to impose remedial action was reasonable under all of the facts and circumstances involved and shall either confirm the Administrator's decision, overrule it, or impose a lesser sanction under Section E. The Panel shall be free to contact the Administrator, the Appellant, and any other persons who may be relevant, in writing as deemed appropriate. A decision by the Panel shall be final and shall be promptly communicated both to the Administrator and the Appellant. The costs involved in the appeal such as costs of photocopying, telephone, fax, and mailing, shall be borne by the Appellant.

## E. Powers of the Administrator

### 1 . Remedies

If pursuant to the investigation, the Administrator determines that the accused member company has committed a Code violation or violations, the Administrator is hereby empowered to recommend any appropriate remedies, either individually or concurrently, including but not limited to the following:

1. Complete restitution to the complainant of monies paid for the accused member company's products or services that were the subject of the Code complaint;
2. Replacement or repair of any of the accused member company's product that was the source of the Code complaint;
3. Payment of a voluntary contribution to a special assessment fund that shall be used for purposes of publicizing and disseminating the Code and related information. The contribution may range up to \$1,000 per violation of the Code;
4. Submission to the Administrator of a written commitment to abide by the Code in future transactions and to exercise due diligence to assure there will be no recurrence of the practice leading to the subject Code complaint; and/or

## **2 . Case Closed**

Once the Administrator determines that there has been compliance with all imposed remedies in a particular case, the complaint shall be considered closed.

## **3 . Refusal to Comply**

If a member company refuses to comply voluntarily with any remedy imposed by the Administrator and has not requested a review by an Appeals Review Panel, the IAOP Board of Directors, or designated part thereof, may conclude that the member company should be suspended or terminated from membership in the IAOP.

## **4 . Appeal for Reinstatement after Suspension or Termination**

If the IAOP Board of Directors, or designated part thereof, suspends or terminates a member company pursuant to the provisions of this Code, the IAOP shall notify the member company of such a decision by certified mail. A suspended member company, after at least 90 calendar days following that notice, and a terminated member company, after at least one year following that notice, may request the opportunity to have its suspension or termination reviewed by an Appeals Review Panel, which may in its discretion recommend that the Board of Directors reinstate membership.

## **F. Restrictions**

### **1 . Documents**

Upon request by the Administrator to any member company, all documents directly relating to an alleged violation shall be delivered to the Administrator. Any information that is identified as proprietary by the producing party shall be held in confidence. Whenever the Administrator, either by his own determination or pursuant to a decision by an Appeals Review Panel, closes an investigation, all documents shall either be destroyed or returned, as may be deemed appropriate by the Administrator, except to the extent necessary for defending a legal challenge to the Administrator's or Appeals Review Panel's handling of a matter, or for submitting relevant data concerning a complaint to a local, state or federal agency. At no time during proceedings under this Code shall the Administrator or a member of an Appeals Review Panel either unilaterally or through the IAOP issue a press release concerning allegations or findings of a violation of the Code unless specifically authorized to do so by the Executive Committee of IAOP's Board of Directors.

### **2 . Public Reporting of Code of Ethics Complaints and Compliance Efforts**

The IAOP publishes reports on Code of Ethics compliance including disclosure of numbers and types of complaints as well as company-compliance efforts.

## **G. Resignation**

Resignation from IAOP by an accused member company prior to completion of any proceedings constituted under this Code shall not be grounds for termination of said proceedings, and a determination as to the Code violation shall be rendered by the Administrator at his or her discretion, irrespective of the accused member company's continued membership in IAOP or participation in the complaint resolution proceedings.



International Association of  
**PAGEANTRY**

# ***Code of Ethics***

Copyright @ 2019. All rights reserved.