

**USPS**

**AD REVIEW**

**PROCEDURAL GUIDELINES**

**April 2016**

**Table of Contents**

**Title Page**

Introduction. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 3

General Requirements. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 4

Specific Requirements. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 7

Exhibit A-Ad Review Checklist . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 10

Exhibit B-Release Template. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 16

Exhibit C-Environmental Certification Verification Letter . . . . . . . . . . . . . . . . . . . . . . . . . . . . 21

Exhibit D-Advertising Guidelines and Best Practices . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 22

Exhibit E-Case Study Release . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 31

Introduction

Because of the complex and non-intuitive nature of advertising, intellectual property and privacy laws, all promotional materials (including, but not limited to, POP signs and displays; social media posts; T.V., radio, digital and print ads; sales materials; landing pages; event displays; and direct mail pieces)[[1]](#footnote-2) should be reviewed by the Postal Service Ad Review Team before they are made publicly available. If there is a doubt about whether the proposed document is “promotional material”, please contact the Ad Review Team for a determination prior to the document’s use.

These guidelines set forth the process you must follow in order to obtain legal review. If you fail to abide by these guidelines, the Ad Review Team may not be able to review your materials in a timely fashion. Due to the large volume of Ad Reviews, the Ad Review Team is able to provide comments, but may not be able to “clear” or “approve” submissions.

For your convenience and reference, there are several useful forms attached as exhibits to these guidelines, including (1) the Ad Review Checklist, (2) a comprehensive, all uses form Waiver and Release, (3) an Environmental Certification Verification Letter for printers, (4) the Advertising Guidelines and Best Practices, and (5) a Case Study Release.

General Requirements

STEP 1: Confirm your materials are ready for review.

Before you submit materials to the Ad Review Team for review, regardless of whether they were created in-house or by an ad agency or other third party, you must review the materials and confirm that:

1. All express and implied claims are factually accurate, not misleading, and supported by a reasonable basis (Note: What constitutes a reasonable basis depends on several factors, including the nature of the claim. For instance, environmental claims often require competent and reliable scientific evidence.);
2. The materials are consistent with other USPS published materials, including, without limitation, (a) the Domestic Mail Manual, the International Mail Manual and any other applicable product specifications, (b) the USPS Advertising Guidelines and Best Practices (attached as Exhibit D hereto), (c) the USPS trademark spreadsheet (<http://blue.usps.gov/uspslaw/Trademark.htm>), and (d) the USPS brand guidelines (contact Kevin Coleman at ext. 5225 for a copy);
3. The submission has been approved by the USPS employees/officials who are most familiar with the subject matter of the materials (the “Business Drivers”); and
4. For all ad review submissions, including those that are stamp-related, please be sure to obtain any necessary approvals or releases (use of name and likeness of person being shown, photographer of photo that is being used , preparer of written text, etc.) from the IP owners prior to making your ad review submission.  For example, in the case of a stamp-related submission, the ad may require approval of an IP owner such as the estate of a celebrity (e.g., Elvis, Sarah Vaughn, etc.).  In addition, stamp-related submissions should be approved by Stamp Services and Stamp Development before you submit the ad review.  Any ad review requests requiring publicity releases should also be accompanied by the necessary releases obtained prior to the ad review submission.

**The Ad Review Team will assume that you have taken the above precautions. If the Ad Review Team happens to notice that the above requirements have not been met, we may presume that you are assuming the risks associated with not taking these steps. Alternatively, we may return your materials to you and the clock will stop running until you revise and resubmit your materials. As a general matter, the Ad Review Team is not responsible for and will not (i) proofread or fact-check your submission, (ii) confirm that the disclaimers set forth in the USPS Advertising Guidelines and Best Practices are included, or (iii) confirm that adequate substantiation for claims exists.**

The ad review process is designed to, among other things, minimize false advertising risks by ensuring that all promotional materials are as accurate as possible. Unfortunately, the Ad Review Team does not have detailed knowledge of each and every feature of various USPS products. This function must be fulfilled by the subject matter experts for the product. The Ad Review Team makes specific comments about product features and claims to the extent that it has knowledge of the product, but the Law Department does not attempt to and will not verify the factual accuracy of all claims and statements. Accordingly, we rely on you to coordinate with Product Classification and in-house subject matter experts to ensure the accuracy of submissions.

STEP 2: Submit your materials.

To submit materials to the Ad Review Team for review, e-mail them to the Law Department Ad Review mailbox ([KN8ZD0@usps.gov](mailto:KN8ZD0@usps.gov) or “Law Department Ad Review” in the “Global Address List”) and copy the Business Drivers. When submitting your materials, make sure to:

1. Include the name of the Postal Service product(s) involved (e.g., Priority Mail, EDDM, Merchandise Return Service, etc.), as well as the type of material (e.g., radio script, POP signs, direct mail, social media, etc.) in the subject line;
2. Indicate in the body of your email whether the materials are an initial submission or a resubmit and whether there is a Business & Finance member who is already familiar with your materials or the subject matter;
3. Attach the following items to your email:
4. A completed Ad Review Checklist (See Exhibit A);
5. For all new trademarks and trademark-like wording, slogans, headers, logos, and icons, that are new or to be used with a new product, program, or service, a legal opinion clearing the proposed use, or, if developed by the Postal Service, a request that the IP Law group clear it;[[2]](#footnote-3)
6. Proof (such as licenses, releases, invoices or contracts) that USPS has the right to use as proposed all materials in the submission that were not created by the USPS ; and
7. For stamp-related materials, the signed philatelic agreement and any other stamp-related agreements and releases;
8. With respect to social media content, disclose the social media platform(s) on which the content will be posted. Legal review will be limited to those social media sites only; and
9. If you have a particular question about substantiating materials, please attach the materials to your email and include relevant page number references where claims are supported and the specific question you have. Ultimate responsibility for assessing and maintaining proper substantiation rests with the submitter and the Business Drivers.

**If you do not take the above steps, review of your submission may be delayed, or your materials may be returned to you and the clock will stop running until you resubmit your materials with all required information.**

The Administrative Assistant will then assign your materials to a member of the Ad Review Team. The Ad Review Team will endeavor to process all submissions within five business days (or two business days for a single social media post) of the day on which it is submitted with all required attachments. If an ad is submitted before noon, the clock begins on the date of submission. Otherwise, the clock begins on the next business day. The Ad Review Team will not provide expedited processing unless (1) a PCES manager sends a request to Brandy Osimokun, the Chief Counsel of the Business and Finance division of the Law Department, which explains why the submission could not be submitted earlier and why it must be cleared within the requested time period, and (2) the Chief Counsel in his or her sole discretion approves the request. The Law Department will make every effort to respond to requests for expedited reviews of submitted materials within two business days.

STEP 3 (if required): Resubmit your materials.

Whether to resubmit your materials for a full or partial review is a business decision. The Ad Review Team will endeavor to process resubmitted materials within five business days.

If you decide to resubmit your materials for a full review, please ensure that all comments have been incorporated, or that you have identified those that were not incorporated. In most cases, this requires responding specifically to every comment made by the Ad Review Team. For instance, you can indicate next to each comment “done,” “assumed the risk,” “revised,” etc. In cases where all Ad Review comments are reflected in a redline of a Word document, you can provide a redline of your changes instead of responding specifically to every comment. Alternatively, you can resubmit your materials for a partial review only by indicating what small segment of the materials you would like us to review.

If you decide to assume the risk with respect to any comment, we recommend that you consult with a PCES manager regarding the assumption of that risk, and provide notice to the Ad Review Team that the risk was assumed. Not all risks are business risks that may be “accepted”. Some requirements must be satisfied as they are based on existing contractual obligations or other firm legal obligations that cannot be waived. If you have any questions regarding the risk you would like to assume, we would be happy to discuss it with you.

**If you resubmit your materials and you do not either (i) respond to every comment or (ii) indicate that you would only like us to review a small section, your materials may be returned to you. Alternatively, we may assume that your team has accepted the risk or that you have worked with Product Classification and applicable subject matter experts to address our comments. The Ad Review Team does not review resubmitted elements to confirm that all of our prior comments were properly addressed unless you ask us to review a specific section, and we will not reiterate comments that we made during the first round of comments. On occasion, if we happen to notice that a comment was not fully addressed we may provide additional information to ensure that you understand the concern.  We strongly encourage you to fully review revisions prepared by the ad agencies as we have noticed that they do not always incorporate all of the comments you have provided to them.**

When you resubmit your materials for review, please (i) indicate that it is a resubmission and note the number that was assigned to the initial submission (e.g., LD16-\_\_\_), and (ii) attach a copy of the initial comments that you received.

Specific Requirements

Marketing Campaigns

Whenever the Postal Service is implementing a marketing effort that will include four or more advertisements on the same subject, product, or service (such as a holiday campaign or the Spider-Man and Simplification campaigns), all related materials are considered part of a single marketing campaign. The client team that is taking the lead on the campaign should take the following steps to ensure that campaign elements are reviewed in a timely and consistent manner:

* As soon as a campaign is identified, set up a brief meeting with the Ad Review Team. At the meeting, provide the expected (1) campaign name, (2) campaign timeline, (3) marketing plan (types of media to be used, involved ad agencies and approximate number of advertisements to be submitted for review), and (4) date on which the Ad Review Team will receive the product specifications (i.e., approved campaign claims) and the style guide for the campaign.
* Work with Product Classification and any other product experts to establish product specifications that are accurate and consistent with the DMM, the IMM and other official published materials. Submit the product specifications to the Ad Review Team and the Ad Review Team will provide feedback and assist with the development of appropriate disclaimers/legal guidelines for the campaign. Ensure that all creative elements are consistent with the product specifications and legal guidelines before they are submitted to the Ad Review Team.
* Review all contracts, releases and licenses to ensure that the business terms are acceptable.
* Submit all language that needs trademark clearance (new trademarks and trademark-like wording, logos, slogans and icons (see Step 2 and footnote 2 in General Requirements) to the Ad Review Team as soon as you select them, together with a clearance opinion or, if used first in creative developed in-house, a request for a clearance opinion.
* Review all creative elements that are prepared by the ad agencies to ensure that they strictly comply with the approved business terms, the product specifications and the legal guidelines. Coordinate with the ad agency to correct any identified errors before submitting the materials to the Ad Review Team for review.
* When submitting a creative for review, reference the campaign name in the subject line to ensure that the materials are assigned to the correct attorney(s).

Case Studies

Case Studies are written testimonials created by the Postal Service in cooperation with a customer that will typically describe how Postal Service products helped resolve a shipping issue or issues faced by the customer, benefitted the customer’s business, were part of a successful marketing campaign, and the like.  Because the Case Study will be used by the Postal Service in its own marketing, the Postal Service is responsible for the accuracy of all statements in it, including those of the customer that is the subject of the Case Study.  Therefore, the Ad Review Team recommends that you take (and when reviewing a case study will assume you have taken) the following steps in the planning and development of a Case Study:

* Before approaching a customer about being a possible Case Study candidate, document the reasons why the customer might be a good candidate (increase in product utilization, positive unsolicited feedback from customer, etc.).
* Obtain as much information as possible from the customer before indicating that the customer’s statements may be used in USPS advertising.  The concept is to avoid, to the extent possible, “favorable bias” influencing customer statements if they know their business will be promoted via a USPS Case Study.  Try to obtain at least the substance of a favorable endorsement prior to a discussion of the potential use.
* Check internal Postal Service data (e.g., spending trends on USPS products, changes in product mix, prior feedback, etc.) to ensure that it is consistent with the customer’s statements. Do not include exaggerated claims, however positive.   Ask yourself whether our data substantiates the customer’s claims.
* For customer claims where USPS will not have confirming data, assess whether the facts or results asserted by the customer are within the realm of reasonableness.  For example, Sales and Marketing will have some insight into competitor pricing, and the customer’s volume and shipping history, and can make a judgment whether the magnitude of a claimed savings is reasonable.
* Try to identify any additional information that should be disclosed in the interest of completeness.  Other incentives that might have affected the customer’s results, other media that were utilized in addition to direct mail, and customer changes to the mix of shipments are all examples of additional information that need to be disclosed when the Case Study is prepared.
* In drafting the Case Study, employ titling such as “One Company’s Experience – A [Company]/USPS Shipping Case Study.”  A statement such as:  “[Company] assisted the Postal Service in the development of his Case Study” should appear early in the copy.
* The more specific detail that can be included about the customer and their business circumstances, the better.  A profile or “tale of the tape” sidebar or information included in the copy that identifies the shipper, the size of the business, and provides detail on number of outlets, shipping locations, volume, nature and size of products, weight and other distinguishing features should be included to the extent possible.
* If there is any connection between the Postal Service and the customer other than a typical provider/customer relationship, the connection must be disclosed. For instance, if the customer has received free or discounted services from the Postal Service, or any compensation in exchange for the testimonial, this must be disclosed.
* A signed Release **must** be obtained from the customer.  The Law Department has provided a template Case Study Release, which is attached as Exhibit E, to be utilized for this purpose.  The Release **must** be signed **after** the Case Study has been written up in final form, and the customer **must** be given the opportunity to review and edit the complete Case Study.  The Release form can be shared with the customer early in the process so that the customer and their counsel are aware of this requirement. Also, if any officers or employees are quoted or pictured in the testimonial, an additional release may be required from such officer(s) or employee(s).

Social Media Content

Social Media content is subject to the same procedural requirements set forth above. On occasion, the Ad Review Team will endeavor to process submissions constituting a single reactive, newsworthy or time-sensitive social media post (other than videos and blog posts) within two business days (or next day if submitted by 12:00pm ET). All videos and blog posts, even those that will be posted on a social media platform, must be submitted through the normal five business day turnaround process. If any expedited post contains a picture or new slogan or tag line, please attach supporting documentation (trademark search, release, etc.) for that photo or image. Otherwise, that submission may take longer to review.

Other Initiatives

Contests, sweepstakes, lotteries, surveys, promotions, new platforms, games, mosaics, apps, advertisements targeting children, terms and conditions, user guides, interagency initiatives, and other similar initiatives must be approved by the Law Department outside of the Ad Review process. This process will take substantially longer than the typical Ad Review process.

The Postal Service retains third-party suppliers to run and administer contests, sweepstakes, etc. that the Postal Service offers to consumers. Suppliers perform tasks such as developing written contest rules and awarding prizes in accordance with applicable laws. The Ad Review Team will review creative elements related to the contests, sweepstakes, etc., but we will not review the contest terms, as we will assume that the supplier’s supply management agreement protects the Postal Service.

All contests designed for Postal Service employees must comply with the requirements set forth in the Postal Service’s “Employee and Labor Relations Manual”.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Exhibit A**  **Ad Review Checklist**  **Ad title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Campaign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Launch Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **By submitting this ad for review and signing below, I certify that I have reviewed the ad and all claims made in the ad are (1) factually accurate and approved by in-house product experts, (2) consistent with other USPS published materials and the advertising guidelines and best practices, (3) supported by a reasonable basis, and (4) for campaign related materials, consistent with the product specifications, legal guidelines and approved style guides. I further certify that all information provided in this checklist is complete and accurate.**  Submitter’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   | **Questions** | | | **Answers** | | --- | --- | --- | --- | | **If you answer no to any of the main (numbered) questions, skip to the next main question.** | | | | | **General** | | |  | | 1. Was this ad created by an ad agency or Four75? | | | Yes/No | |  | | * Which ad agency? * If neither, then who created it? | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | |  | | 1. List all media where this ad will be displayed (TV, radio, usps.com, Facebook, Twitter, YouTube, retail stores, e-mail blast, direct mail ad, etc.)? | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | |  | | 1. Who is the target audience for this ad? 2. Does the ad include all standard disclaimers and otherwise incorporate all best practices from the Advertising Guidelines and Best Practices (Exhibit D to the USPS Ad Review Procedural Guidelines)? 3. Does the ad content constitute “native advertising” (i.e., it resembles non-advertising content on the same platform – can include news, editorial, TV/radio/Internet programming, third party social media/online video, etc.)?  * If so, does the content (and any links or other “door openers” to the content, if applicable) clearly and prominently disclose that it is an advertisement created by or for the USPS? | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Yes/No  Yes/No  Yes/No | |  | | |  | | 1. Was this ad or a related ad submitted for review previously? | | | Yes/No | |  | | * Who reviewed the prior/related ad?   **NOTE**: If this ad is a resubmit, you must include initial response from the Law Department and you must comment on how each point previously raised has been addressed. If the new material is not redlined to show changes, review may take longer.   * Have you submitted all required resubmission materials? * Have you commented on how **each point** raised in the initial review has been addressed, submitted a redline or limited the scope of the resubmission? | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Yes/No    Yes/No | |  | | |  | | 1. What is the size of the ad (print and/or electronic presentation)?   **Other Parties**   1. Does this ad include a link to an external website or page?  * Does the ad comply with the MI on the Web Site Affiliation Program (AS-610-2012-3) (see <https://about.usps.com/management-instructions/as610123.pdf>)? | | | Final Size:  Yes/No  Yes/No | |  | |  |  | | 1. Does this ad include a testimonial/statement regarding the Postal Service’s brand, products or services by a third-party? | | | Yes/No | |  | | * Is the speaker’s release attached? | Yes/No | |  | | * Is the company’s release attached (if applicable)? | Yes/No | |  | | * Has the speaker been compensated or otherwise benefitted in any way, or does he or she have any relationship with the Postal Service? | Yes/No | |  | | * Is the statement current, honest and substantiated? | Yes/No | |  | | * Does the speaker still use the mentioned product? | Yes/No | |  | | * Does the statement reflect the generally expected result or is there a disclaimer indicating that results are not typical? | Yes/No | |  | | * If the speaker is or represents an organization, does the statement reflect the collective judgment of the organization (this could be confirmed in a release that is signed by an officer on behalf of the organization)? | Yes/No | |  | | * Is the speaker an expert (an individual or organization with knowledge of a particular subject superior to what ordinary individuals generally acquire) in the subject matter being discussed? * Does the party describing its use of Postal products have a Nondisclosure Agreement (NDA) with the Postal Service? If yes, please provide a copy. * Does the party describing its use of Postal products have a Negotiated Services Agreement (NSA) with the Postal Service? If yes, please provide a copy. | Yes/No  Yes/No  Yes/No | | 1. Regardless of the answer(s) to question 9 above, does this item include information about or in any way refer to (a) any business other than the Postal Service or (b) any product or service offered by another business?  * If so, you first must obtain clearance from the ethics office through “Ethics Help” ([ethics.help@usps.gov](mailto:ethics.help@usps.gov)) and attach the email from the Ethics Office approving the item/initiative. * Have Corporate Communications, Supply Management, and Brand & Policy (as applicable) approved the reference? | | | Yes/No  Yes/No | | | 1. Is the ad co-branded with FedEx or another third party or does it discuss a co-branded product (such as GXG)? | | | Yes/No | | |  | * Is the license agreement attached? | | Yes/No | | |  | * Is the co-party’s ad approval attached? | | Yes/No | | |  |  | |  | | | **Privacy** | | |  | | | 1. In connection with the ad, will you collect or display personal information? | | | Yes/No | | |  | * Has the Privacy Office approved this? | | Yes/No | | |  | * Will information be collected from individuals under the age of 14? | | Yes/No | | |  |  | |  | | | **Intellectual Property Rights** | | |  | | | 1. Is the ad related to a stamp? | | |  | | |  | * Who from Stamp Services and Stamp Development approved the ad? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * Is the signed Philatelic Agreement attached and are all other releases attached? * If not, why not? | | Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | |  | | | 1. Does the ad include any person’s image, name and/or likeness? | | | Yes/No | | |  | * Are releases attached for each person (including parent releases for any minors)? * If not, why not? | | Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | |  | | | 1. Does this ad quote, copy, or reference material not created by or for the Postal Service?  * If yes, have you provided the terms and conditions, written permission or license granting USPS permission to use this material as proposed? * If not, why not?  1. Does the ad include any photographs? | | | Yes/No  Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Yes/No | | |  | * Which of the following are attached: (1) the photographer’s license/permission; (2) the stock photo agreement, terms of use and purchase order, or (3) a release if the photo is not in the scope of the USPS employee’s duties? * If these documents are not attached, why not? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | 1. Does the ad reference any established USPS trademarks? | | | Yes/No | | |  | * Is the first reference to any such mark followed by a ™ or ® as required by USPS online trademark list (see <http://blue.usps.gov/uspslaw/Trademark.htm>)? | | Yes/No | | | 1. Does the ad reference any new names, headers, logos, icons or slogans or other text or graphics used in a trademark-like manner? If so, they must be searched to ensure USPS does not infringe another company’s marks. | | | Yes/No | | |  | * List them here: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * Are trademark search opinions attached? | | Yes/No | | |  | * If not, why not? * By when do you need the searches run? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * Which marks, if any, would you like to use on an ongoing basis? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | |  | | | 1. Does the ad include any externally created designs, images, graphics or products? | | | Yes/No | | |  | * Is a licensing agreement or terms of use attached? * If not, why not? | | Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | |  | | | 1. Does the ad use any music? | | | Yes/No | | |  | * Are the music rights attached? | | Yes/No | | |  | * Are the mechanical licensing rights attached? | | Yes/No | | |  | * Are the synchronization rights attached? * If not, why not? | | Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | |  | | | **Email Blasts** | | |  | | | 1. Does the ad involve an e-mail blast? | | | Yes/No | | |  | * Does the e-mail comply with the MI on Marketing E-Mails (AS-350-2004-4) (see <https://about.usps.com/management-instructions/a350044.pdf>)? | | Yes/No | | |  | * What is the subject line? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * What is the name and address in the “From” line? | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * Did you run the address list through the opt-out list? | | Yes/No | | |  | * Can customers opt out of future emails? | | Yes/No | | |  | * Does the email include a link to the Postal Service’s privacy policy? | | Yes/No | | |  | * Does the email provide a physical address where recipients can provide feedback? | | Yes/No | | |  |  | |  | | | **Contests, etc.** | | |  | | | 1. Does this ad include a contest, sweepstakes, lottery or similar initiative? | | | Yes/No | | |  | * Who does the initiative target? | | Employees/Public | | |  | * Is a third-party vendor processing the initiative and establishing official rules? | | Yes/No | | |  | | |  | | | **Children** | | |  | | | 1. Does this ad in any way target children? | | | Yes/No | | |  |  | |  | | | **Sustainability** | | |  | | | 1. Will this ad be printed and/or be a physical object? 2. Has a printer/producer already been selected? | | | Yes/No  If No, skip to 26.  Yes/No  Please fill out the “No” or  “Yes” section below, as  applicable per your answer. | | |  | **No**, printer has not been selected because (circle A or B):   1. Printed in-house or on as-needed basis (example: sell sheet by sales staff). **NOTE:** In-house printing still 1) as is the norm in the Postal Service, should be done on paper that is at least 30% Post-Consumer Recycled Paper and 2) have the words “Please Recycle” on it. 2. Ad agency is in the process of selecting a printer.   **NOTE:** You *must* provide an updated checklist with answers for all questions under “Yes, printer is selected” once it has been selected. This should be sent to the Law Department Ad Review mailbox with Virginia Moderow of Sustainability CC’ed ([virginia.x.moderow@usps.gov](mailto:virginia.x.moderow@usps.gov)).  **Yes,** printer is selected. Please answer each question below: | |  | | |  | * Is the printer/producer bound by a supply management contract with USPS? * Which environmental logo and license code will the printer display on product? **NOTE:** Printer must be Sustainable Forest Initiative (SFI), Forest Stewardship Council (FSC), or Cradle to Cradle (C2C) certified. | | Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | * Did the provider present their certificate of proof of FSC, SFI, or C2C (cradle-to-cradle) eligibility? * Is scanned copy of certificate attached to checklist? * Is the printer’s verification letter (Exhibit C) attached? * Does the printer know and agree to responsibly place their current certification icon, license code, and the words “Please Recycle” on the product being printed? * If none of the above is applicable or provided, why not (e.g., exception sought for special job)?   **NOTE:** If the piece is of a unique design and/or quality that will not allow the use of recycled content paper, or the printer is not SFI, FSC or C2C certified, an exception can be requested explaining the reason for the exception.  These exceptions should not occur very often, and definitely should not be the norm. | | Yes/No  Yes/No  Yes/No  Yes/No  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | 1. Does this ad portray behaviors that do not support USPS sustainability goals which include reducing fuel and energy usage, recycling, utilization of recycled content materials, and following environmental regulations? | | | Yes/No | |   Last updated: January 25, 2017. |  |

**Exhibit B**

**Release Template**

**(If you would like a shorter, more specific release, please contact Sandra Riley (x. 5311) or Karen Owczarski (x.4822). Preparation of an individualized release may take a few weeks.)**

**WAIVER AND RELEASE**

**Campaign (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The United States Postal Service, an Independent Establishment of the Executive Branch of the Government of the United States with its principal office at 475 L’Enfant Plaza SW, Washington, DC 20260 (“**USPS**”), desires to obtain the rights set forth in **Exhibit A** to this Agreement, which may consist of rights in and to my testimonial(s), photographs or others works, and/or the right to publicize my name, likeness and other personal characteristics and private information for advertising, promotional and other commercial and business purposes in connection with the campaign and/or all USPS promotional and advertising material. In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I give USPS permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Waiver and Release ("Agreement"). This Agreement is effective as of the date of the last signature below (“**Effective Date**”).

If authorizing use of my rights of publicity, including but not limited to the use of my name, likeness and voice, in connection with the campaign and/or all USPS promotional and advertising materials (the “**Authorized Use**”), I hereby irrevocably permit, authorize and license USPS and its affiliates, successors and assigns, and its respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my name, image, likeness, appearance, voice, professional and personal biographical information, signature, and other personal characteristics and private information (“**Rights of Publicity**”) and all materials created by or on behalf of USPS in accordance with the Authorized Use that incorporate my Rights of Publicity on a perpetual basis throughout the world and in any medium or format now existing or hereinafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, any and all social media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising and promotional materials, press releases, the internet, and for any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of USPS and its business, products and services, and for historical and archival purposes, without further consent from or royalty, payment or other compensation to me.

# If authorizing use of all or any part of a statement that I made about USPS and USPS’s products and/or services (including edits, versions, lifts, etc. of any such statement) or any substantially similar statements (the “**Statements**”), I hereby irrevocably permit, authorize and license USPS and its affiliates, successors and assigns, and its respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them the right to copy, reproduce, display, distribute, exhibit, publish or otherwise use the Statements in any manner that USPS deems advisable in accordance with the Authorized Use for advertising, promotion, other commercial and business purposes and for historical, educational and archival purposes throughout the world and in perpetuity in any medium or format now existing or hereinafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, any and all social media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising, public relations, publicity, packaging and promotion of USPS and its business, products and services. I agree that my Rights of Publicity may be used and published in any manner USPS deems advisable in connection with the Statements. I understand and agree that USPS may use the Statements with or without my name or with a fictitious name, that the Statements or other material furnished by me may be dramatized by actors or models, and that reasonable changes or alterations may be made in the Statements, provided the meaning of the Statements is not substantially changed.

I represent and affirm that all Statements: (i) were given by me voluntarily; (ii) contain my own opinion; (iii) are based on my own experience(s) with USPS or USPS’s products or services; and (iv) are true and correct to the best of my knowledge. I represent and affirm that I will contact USPS if at any time my opinion as expressed in the Statements, or my use of USPS products or services, should change. I represent and affirm that my beliefs were not influenced in any manner and that, other than as expressed herein, I have not received nor have I been promised anything of value in exchange for making the Statements. I further represent and affirm that the facts, if any, in the Statements are substantially true and accurate.

# If authorizing use of a work such as a photograph, work of art or otherwise as set forth in **Exhibit A** to this Agreement (the “**Work**”), I hereby irrevocably permit, authorize and license USPS and its affiliates, successors and assigns, and its respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them to the right to copy, reproduce, display, distribute, exhibit, publish or otherwise use the Work in whole or in part in any manner USPS deems advisable in connection with the Authorized Use for advertising, promotion and other commercial and business purposes and for historical, educational or archival purposes throughout the world and in perpetuity in any medium or format now existing or hereinafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, any and all social media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising, public relations, publicity, packaging and promotion of USPS and its affiliates and their businesses, products and services.

I hereby irrevocably transfer and assign to USPS my entire right, title and interest, if any, in and to any materials created in connection with the Authorized Use the display or incorporate the Rights of Publicity, Statements and/or Work (the “Materials”) and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by USPS, and that USPS has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from USPS’s editing, alteration or use of the Materials. Further, I agree that USPS has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from USPS’s exercise of its rights under this Waiver and Release and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of USPS or any other person, covenants not to make or bring any such Claim against USPS and forever releases and discharges USPS from liability under such Claims.

I represent and warrant to USPS that USPS’s use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith. I agree to defend, indemnify and hold harmless USPS from and against all Claims by third parties resulting from my breach of any of the foregoing representations and warranties.

**[The following paragraph *must* be included in all Postal Employee Talent Releases.]** Nothing herein waives any rights I may have pursuant to the Collective Bargaining Agreements and the grievance procedures under those Agreements between my union and the United States Postal Service or under the National Labor Relations Act, 29 U.S.C. §§ 151–69.

This Agreement constitutes the sole and entire Agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement. This Agreement shall be construed in accordance with federal law, and if no such law applies, then by the substantive law of the State of New York as interpreted by the Second Circuit for the United States Court of Appeals without regard to conflict of law principles.

I represent that I am at least 18 years old at the time of executing this Agreement, or that if I am under the age of 18 years old as of the date of signing this Agreement, I have obtained the written consent of my parent or legal guardian as evidenced below.

**THIS AGREEMENT PROVIDES USPS WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING USPS TO PUBLICIZE AND COMMERCIALLY EXPLOIT YOUR WORK(S) AS IDENTIFIED HEREIN, YOUR NAME, LIKENESS AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AND/OR THE STATEMENTS MADE BY YOU WITHIN THE LIMITS PROVIDED UNDER THIS WAIVER RELEASE AS SET FORTH ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE USPS.**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE FOLLOWING IS ONLY APPLICABLE FOR MINORS UNDER THE AGE OF 18**

I am the parent or legal guardian of the minor named above. I affirm I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and Release.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
|  |  |
|  |  |

|  |  |
| --- | --- |
|  | Witnessed By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name  Address:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit A**

DESCRIPTION OF RIGHTS COVERED BY RELEASE

Testimonial/Statements

Rights of Publicity (Name, Image, Likeness, Appearance, Voice, Biographical Information, Signature, and other Personal Characteristics or Information)

Photograph and/or other Work Created By Signatory

Other (define):

**Exhibit C**

**Environmental Certification Verification Letter**

*(To be printed on the Printer’s letterhead)*

I, the undersigned, hereby certify that I have the legal power and authority to provide this verification letter on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Printer”).

I hereby certify that to the best of my knowledge:

1. The Printer currently holds the following environmental certification(s)  
   *(Please list name of certifying company, certification name/title, and any identification numbers or license codes issued to the Printer in connection with its certification status*):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. As a result of the Printer’s certification, the Printer is authorized to display the following logos,

symbols or other information (if any) on materials that it prints or otherwise produces for third parties regardless of the composition of the paper or other resources that it uses:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. When printing or otherwise producing materials for the United States Postal Service (“USPS”), the Printer will:
   1. Use recycled, sustainable or other environmentally-friendly materials unless otherwise instructed by the USPS; and
   2. Ensure that any logos, symbols and other environmental information displayed on the finished product (including disclosure of the percentage of any recycled content) are accurate and not misleading in light of the quality of the paper or other resources used by the Printer as well as the Printer’s certification status.

If any of the above information should change, the Printer will provide prompt written notice to the USPS in accordance with any notice provision in the Printer’s supply management contract, or if there is not a notice provision in the Printer’s supply management contract, then to the Printer’s Contracting Officer’s Representative.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Exhibit D**

**Advertising Guidelines and Best Practices**

(Effective April 2016)

1. **RECOMMENDED DO’s and DON’TS**

|  | **DO’S** | **DON’TS** |
| --- | --- | --- |
|  | **GENERAL** | |
|  | Make it easy for people to learn about our products! | Use confusing language or  omit key product details, requirements and exceptions. |
|  | Review ads from the perspective of the average customer. | Claim that USPS products do things that they don’t, such as:   * “With USPS Tracking®, you know when your package will arrive.” * “EDDM® lets you target the customers who matter most.” |
|  | Make only those claims and statements that are accurate and consistent with what the typical consumer would experience. | Use exaggerated or unsubstantiated claims, such as:   * “state of the art” * “cost-effective” * “no surcharges” * “day certain” or “day definite” for Priority Mail * “end-to-end visibility” for tracking * imply “same-day” for free Package Pickup * imply non-mailable items can be shipped (e.g., perfume, jewelry, perishables, items exceeding 70 pounds, etc.). |
|  | Make sure you have written substantiation for all express and implied claims. | Use terms with an established/commonly understood meaning if that meaning does not apply to the context in which the term is used, such as:   * “green” & “eco-friendly” – having no negative environmental impact * “new” & “now” – less than 6 months old * “real time” – instantaneous; in actual time; continuous (e.g., GPS tracking as opposed to scan-based tracking) * “guaranteed” – service guarantee as opposed to money-back guarantee * “partner” – legal corporate form with shared profits and losses |
|  | Promote Postal products. Use claims that focus on our strengths, such as “One Flat Rate to every state”. | Attack or make comparisons to our competitors (e.g., “The only true Flat Rate” and “Faster and easier”). |
|  | **DISCLAIMERS** | |
|  | Use fonts that are legible to the average customer - Must be “**Clear and Conspicuous**”. | Use audio disclaimers for visual claims or visual disclaimers for audio claims. |
|  | Use disclaimers as a last resort only when space in the main body is not available. | Use a disclaimer to contradict a claim in the main body – Disclaimers should describe immaterial exceptions only and not the general rule. |
|  | Avoid claims that require lengthy disclaimers on banners, social media posts and commercials. | Make customers link twice to see important product info and disclaimers. |
|  | **SUBJECT MATTER EXPERTS** | |
|  | Consult In-House Subject Matter Experts. | Submit an ad to the Ad Review Team before consulting with Subject Matter Experts. |
|  | Work with Global Business on statements about international products. | Jumble together domestic and international (such as PM and PMI) or forget to draw a distinction between Priority Mail International parcels and the Priority Mail letter post Small Flat Rate Boxes and Small Flat Rate Envelopes. |
|  | Obtain Stamp Services’ OK for all stamp-related ads. | Assume that stamp images are wholly-owned by USPS and can be used in ads. |
|  | **INTELLECTUAL PROPERTY** | |
|  | Ask the ad agencies to provide copies of searches for all slogans, phrases, headlines and icons. | Request last minute searches for new phrases and slogans – It is cheaper to search a phrase that ends up not being used than to order an expedited search. |
| M. | Check “terms of use” before using reports and statistics published by someone else –  May require payment or written authorization. | “Cut and paste” images, photos, marks, statistics, etc. that belong to others without permission or assume that if it is on the internet it is in the public domain. |
| N. | Before using someone else’s photo, name, image, music, artwork, etc., get releases from the publisher, the photographer, the artist, the writer, the subject, etc., as applicable. | Assume that materials that were approved for use in one medium, can be used in another medium. Licensed materials are often subject to use and time restrictions. |
| O. | Use USPS trademarks correctly  <http://blue.usps.gov/uspslaw/Trademark.htm> | Forget to include (as applicable): “©2016 United States Postal Service.® All Rights Reserved.” and  “The [Eagle Logo] is among the many trademarks of the U.S. Postal Service.®”. |
|  | **STUDIES, TESTIMONIALS, ENDORSEMENTS AND NATIVE ADS** | |
| P. | Disclose that “native advertising” content (i.e., advertising in the format of non-advertising content such as news, editorial, TV/radio/Internet programming, third party social media/online video, etc.), including any links to such content, if applicable, is an ad and has been created by or for the USPS. | Fail to disclose any “material connection” (e.g., compensation, incentive, gift) between USPS and anyone providing an endorsement or testimonial regarding USPS or USPS products (e.g., blogger, author, influencer, celebrity). |
| Q. | When using a study or source as substantiation, make sure (1) you review and rely on the primary source, (2) your source is reliable, and (3) your claim is truly supported by the source & not taken out of context. | Claim that a finding/claim is generally applicable unless that is what the source says. Instead, use language such as “One study found…” or “A survey of 50 retailers showed…” |
| R. | Make sure case studies, testimonials and endorsements (1) are accurate, and (2) are based on actual experience. Obtain a release from the speaker certifying as much and granting you the right to use the case/statement in advertising. | Fail to disclose all of the details that contributed to the stated outcome of a particular case study or testimonial (e.g., did a chance to win a laptop affect the response rate of a direct mail campaign?). |
| S. | Seek a customer’s honest feedback before disclosing that his or her feedback may be used in advertising. The potential for free promotion may affect the credibility of the feedback. | Use case studies or testimonials that are inconsistent with generally expected results given the specific facts and circumstances. |
|  | **THIRD PARTIES** | |
| T. | Obtain approval from FedEx for all GXG claims and content. | Wait to last minute to obtain a third party’s approval. Most parties have 5 business days to review. |

# **RECOMMENDED DISCLAIMERS**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PRODUCT Claim** | | | **Disclaimer** | | | | | |
| **CLICK-N-SHIP** | | | | | | | | |
| *Pay, Print & Ship™* from anywhere | | | Requires a desktop, laptop or tablet computer and a compatible printer. For details, visit <https://www.usps.com/ship/online-shipping.htm>. | | | | | |
| Free boxes delivered right to your home or office. | | | Available within the U.S. For use with Priority Mail®, Priority Mail International®, Priority Mail Express® and Priority Mail Express International® shipping. Boxes are delivered with your regular mail usually within 7 to 10 business days. To order, visit [https://store.usps.com/store](https://store.usps.com/store/). | | | | | |
| Free Package Pickup | | | For details on availability, visit [usps.com/pickup](http://www.usps.com/pickup). | | | | | |
| - Pay Now, Print Later - Save Labels in PDF Format - Re-Print Your Labels | | | A label expires if the shipment is not accepted by the Postal Service™ on the specified ship date.  Shipments with expired labels may not be accepted and/or may lose the benefit of any money-back guarantee.  Refunds for expired labels are available through Click-N-Ship®. | | | | | |
| **EXTRA SERVICES**  **Note: Extra services for domestic and international products should be discussed separately to avoid confusion.** | | | | | | | | |
| Package Intercept (domestic products) | | | In many instances, your package may not be intercepted. Success intercepting your package is not guaranteed.  You also understand that the intercepted mail will be redirected back to the return address, may be redirected to a new address, or may be held at a post office for pickup.  As a result, additional delivery charges may be incurred.  An estimate of the postage required to redirect your package is provided when requesting the intercept; however, your credit card will not be charged the fee for the intercept or any additional postage charges until such time that the package is successfully intercepted. | | | | | |
| Insurance coverage up to $5,000 may be available. (domestic products) | | | Available only with certain products and to certain domestic destinations. Insurance does not cover certain items. For details regarding claim exclusions, see Sections 609.4.3 (Non-payable Claims), 609 (Filing Indemnity Claims for Loss or Damage), and 503.4 (Insured Mail) of the Domestic Mail Manual at <http://pe.usps.com>.  (Assumes any included insurance has already been described) | | | | | |
| Insurance coverage up to $5,000 may be available may be available. (Priority Mail International® parcels) | | | Availability varies by country, content, and value. Available for parcels only. Excludes Flat Rate Envelopes and Small Flat Rate Boxes. Purchased insurance replaces the included merchandise insurance. See the International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.  (Assumes any included insurance has already been described) | | | | | |
| Insurance coverage up to $5,000 may be available. (Priority Mail Express International®) | | | Availability varies by country, content, and value. See the International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.  (Assumes included insurance has already been described) | | | | | |
| Insurance coverage up to $2,499 may be available. (GXG) | | | See the International Mail Manual Individual Country Listings at <http://pe.usps.com> for availability.  (Assumes included insurance has already been described) | | | | | |
| **SUNDAY DELIVERY** | | | | | | | | |
| Sunday Package Delivery | | | What disclaimer is required will depend on the context of the ad and what service we are promoting (PME, Amazon, extra holiday deliveries). Please contact the Ad Review Team for more information. | | | | | |
| **EDDM** | | | | | | | | |
| Use demographical data to select your route | | | Data is based on prior reports of the U.S. Census Bureau | | | | | |
| **GXG** | | | | | | | | |
| All claims and content regarding GXG are subject to review by FedEx, after internal USPS review is completed | | | Multiple disclaimers and footnotes apply and are part of GXG brand voice guidelines. | | | | | |
| **STAMPS** | | | | | | | | |
| Limited Edition\* (Commemorative Stamps) | | | Commemorative stamps are typically limited to a single print run not to exceed [\_\_\_\_\_\_\_\_] and are available while supplies last. | | | | | |
| **USPS TRACKING** | | | | | | | | |
| Real-Time Delivery Notifications | | | Available with select shipping services. Notifications transmitted within a few minutes of the delivery scan. | | | | | |
| **INFORMED DELIVERY** | | | | | | | | |
| Free Informed Delivery™ Service | | | Only the address-side of letter-sized mailpieces (excludes Priority Mail Express®, Priority Mail®, flats and packages) are scanned and visible to you in your daily email, provided the mailpiece comes from a facility with scanning technology. Not all scanned mail will be delivered on the same day you receive the email with the image of the mailpiece. Emails may not include images of some eligible mail. | | | | | |
| **HOLIDAY SEASON** | | | | | | | | |
| Recommended Holiday Mail-By Dates:  Marketing to add dates for various products, keeping in mind that:  (1) any date provided for a particular product must be a date that is valid for *at least a majority* of shipments using that product (for example, do not use a date that allows only one business day for delivery unless at least a majority of the shipments of that type sent on that date will in fact be delivered within one business day, taking into account holiday volumes);  (2) all dates selected should be reviewed and approved in advance by Product Classification and other subject matter experts each year to determine which dates are best, taking into account (1) above, the way that the holiday dates fall in a  particular year (for example is Christmas on a Sunday or Monday?), and such other factors as deemed appropriate by the subject matter experts;  (3) the claim includes the word “recommended” in order to avoid stating or implying that the mail-by dates are guaranteed since we have only a limited number of money-back guarantee products (and no delivery guarantee products) and the PME money-back guarantee is adjusted for the holiday period;  (4) domestic and international mail-by dates should not be combined in a table and should be listed in a way that is clear to consumers; and  (5) any special factors for a particular product should be reviewed and may need to be explained in the disclaimer. | | | If “recommended holiday mail-by dates” is used as the claim, footnote disclaimer should include the following (in addition to any applicable disclaimer language from the Priority Mail Claims & Disclaimers table below):  For Priority Mail Express® shipments mailed December 22 through December 25, the money-back guarantee applies only if the shipment was not delivered, or delivery was not attempted, within *two (2)* business days. | | | | | |
| **PRIORITY MAIL® CLAIMS & DISCLAIMERS** | | | | | | | | |
| **Domestic Product\*** | **Delivery Info** | **Guarantee** | | **Free Insurance** | **USPS Tracking®** | **Flat Rate** | **Free Package Pickup/ boxes** | **Signature Confirmation** |
| Priority Mail® | Expected delivery dates1  1, 2 or 3 day expected delivery1a  Free regular Saturday delivery1b | None | | Free insurance up to $50 for most shipments2  Free insurance up to $100 for most shipments when using Commercial Plus pricing2  Purchase insurance 14 | USPS Tracking®  [with up to 11 scans per shipment] | None | free Package Pickup at your home or office5  free boxes delivered to your home or office3 | None |
| Priority Mail Flat Rate® | Expected delivery dates1  1, 2 or 3 day expected delivery1a  Free regular Saturday delivery1b | None | | Free insurance up to $50 for most shipments2  Free insurance up to $100 for most shipments when using Commercial Plus pricing2  Purchase insurance 14 | USPS Tracking®  [with up to 11 scans per shipment] | ***If it fits, it ships***™8  Flat Rate shipping8 | free Package Pickup at your home or office5  free boxes delivered to your home or office3 | None |
| Priority Mail Express® | Overnight delivery by noon or 3:00pm to most U.S. destinations4  Delivery by 10:30 am, or on a Sunday or a holiday may be available for an additional fee4 | With money-back guarantee17 | | Up to $10010  Additional insurance may be available14  Purchase additional insurance14 | USPS Tracking®  [with up to 11 scans per shipment] | None | free Package Pickup5  free boxes delivered to your home or office3 | Signature included upon request |
| Priority Mail Express® Flat Rate Envelopes  Note: PME FR *boxes* have been discontinued. | Overnight delivery by noon or 3:00pm to most U.S. destinations4  Delivery by 10:30 am, or on a Sunday or a holiday may be available for an additional fee4 | With money-back guarantee17 | | Up to $10010  Additional insurance may be available14  Purchase additional insurance14 | USPS Tracking®  [with up to 11 scans per shipment] | ***If it fits, it ships***™8  Flat Rate shipping8 | free Package Pickup5 | Signature included upon request |
| **International Product** | **Delivery Time** | **Guarantee** | | **Insurance** | **USPS Tracking®** | **Flat Rate** | **Package Pickup** | **Signature Confirmation** |
| Priority Mail International® | 6-10 Business Days11 | None | | Up to $100 for nonnegotiable documents or $200 for merchandise depending on contents12  Purchase insurance up to maximum of $5,00018 | USPS Tracking®15 | None | free Package Pickup5  free boxes delivered to your home or office3 | None |
| Priority Mail International® Flat Rate | 6-10 Business Days11 | None | | Up to $100 for nonnegotiable documents or $200 for merchandise depending on contents12  Purchase insurance up to maximum of $5,00018 | USPS Tracking®15 | ***If it fits, it ships***™9  Flat Rate shipping9 | free Package Pickup5  free boxes delivered to your home or office3 | None |
| Priority Mail Express International® | 3-5 Business Days11 | With money-back guarantee for certain destinations6 | | Up to $100 for nonnegotiable documents or $200 for merchandise depending on contents13  Purchase additional insurance up to maximum of $5,00020 | USPS Tracking®16 | None | free Package Pickup5  free boxes delivered to your home or office3 | None |
| Priority Mail Express International® Flat Rate  Envelopes  Note: PMEI FR *boxes* have been discontinued. | 3-5 Business Days11 | With money-back guarantee for certain destinations6 | | Up to $100 for nonnegotiable documents or $200 for merchandise depending on contents13  Purchase additional insurance up to maximum of $5,00020 | USPS Tracking®16 | ***If it fits, it ships***™19  Flat Rate shipping  19 | free Package Pickup5 | None |

**NOTE:** **Domestic v International –** Domestic and international products have different rules and disclaimers.

* Insert “Domestic only” before disclaimer if ad depicts domestic product features that do not apply to international products and the ad does not clearly apply to domestic products only.
* Priority Mail International letter-post products (e.g., the Priority Mail Flat Rate Envelope and Small Flat Rate Box) have different rules and disclaimers than Priority Mail International parcels (e.g., the Priority Mail Flat Rate Medium and Large Flat Rate Box).

1 The expected delivery date is printed on your receipt or provided at checkout and depends on origin, destination and Post Office™ acceptance time. Restrictions apply. Visit <https://www.usps.com/ship/priority-mail.htm> for details.

1a In most cases, the expected delivery date that is printed on your receipt or provided at checkout will reflect a delivery time of 1, 2 or 3 days based on origin, destination and Post Office™ acceptance time.  Exceptions and restrictions apply. Visit <https://www.usps.com/ship/priority-mail.htm> for details.

1b Except when Saturday is a national holiday.

2 To qualify for included insurance, a shipment must meet certain requirements, such as having an applicable bar code. For details, visit <https://www.usps.com/ship/priority-mail.htm>.  Insurance does not cover certain items. For details regarding claim exclusions, see sections 609.4.3 (Non-payable Claims), 609 (Filing Indemnity Claims for Loss or Damage), and 503.4 (Insured Mail) of the Domestic Mail Manual at <http://pe.usps.com>.

3 Boxes are delivered within the U.S. with your regular mail usually within 7 to 10 business days. To order, visit [https://store.usps.com/store](https://store.usps.com/store/).

4 Scheduled delivery date and time depend on origin, destination and Post Office™ acceptance time. Some restrictions apply. For additional information, visit the Postage Calculator at <http://postcalc.usps.com>.

5 For details on availability, visit [usps.com/pickup](http://usps.com/pickup).

6 Exceptions apply.  Visit the International Mail Manual at <http://pe.usps.com> for details.

8 For mailable items up to 70 lbs.

9 For mailable items. Maximum weight of 20 lbs. (4 lbs. for Flat Rate Envelopes and Small Flat Rate Boxes).

10 Restrictions apply. Insurance does not cover certain items. For details regarding claim exclusions, see sections 609.4.3 (Non-payable Claims), 609 (Filing Indemnity Claims for Loss or Damage), and 503.4 (Insured Mail) of the Domestic Mail Manual at <http://pe.usps.com>.

11 For many major markets. Actual number of days may vary based upon origin, destination and customs delays.

12 Excludes Priority Mail International Flat Rate Envelopes and Small Flat Rate Boxes. See the International Mail Manual at [http://pe.usps.com](http://pe.usps.com/text/imm/welcome.htm) for availability and limitations of coverage.

13 See the International Mail Manual at [http://pe.usps.com](http://pe.usps.com/text/imm/welcome.htm) for availability and limitations of coverage.

14 Up to $5,000 for merchandise. Price is based on the declared value. Restrictions apply. Insurance does not cover certain items. For details regarding claim exclusions, see sections 609.4.3 (Non-payable Claims), 609 (Filing Indemnity Claims for Loss or Damage), and 503.4 (Insured Mail) of the Domestic Mail Manual at <http://pe.usps.com>.

15 Limitations may apply for certain destinations. Not available for Priority Mail International Flat Rate Envelopes or Small Flat Rate Boxes.

16 Limitations may apply for certain destinations.

17 Shipments must either be (i) mailed at a retail counter at a Postal Service™ location or a self-service kiosk, on the date of your receipt, before the critical entry time, or (ii) picked up by your carrier on the date specified on your Click-N-Ship® label.  To the extent mailable, shipments with live animals or hazardous materials are excluded from the money-back guarantee.  Visit the Domestic Mail Manual at <http://pe.usps.com> for additional restrictions.

18 Availability varies by country, content, and value. Available for parcels only. Excludes Priority Mail International Flat Rate Envelopes and Small Flat Rate Boxes. Purchased insurance replaces the included merchandise insurance. See the International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

19 For mailable items. Maximum weight of 4 lbs. for Flat Rate Envelopes.

20 Availability varies by country, content, and value. See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

**Exhibit E**

**CASE STUDY RELEASE – ON BEHALF OF [INSERT COMPANY NAME]**

Attached as Exhibit A to this Release is a factual case study entitled [INSERT TITLE] (the “Case Study”). The United States Postal Service created the Case Study and plans to use it for promotional and marketing purposes, among others. [INSERT COMPANY NAME] (“Company”) is the subject of the Case Study. I, the undersigned, hereby certify that I have the legal power and authority to make this release in the name of the Company.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including but not limited to possible royalty-free advertising arising from the potential inclusion of Company’s name, logo, and other trademarks, copyrighted text (e.g., testimonial statements, write-ups, and quotes from Company employees), images (e.g. photograph(s), drawings, and other pictorial images), and employee names and likenesses appearing in the Case Study (collectively, “Company IP”) in promotions for the United States Postal Service, Company hereby authorizes the United States Postal Service, an Independent Establishment of the Executive Branch of the United States Government, including its agents, employees, contractors, and anyone acting under its authority (collectively, the “Postal Service”), to use, reproduce, broadcast, transmit, display, distribute, exhibit, create derivative works of (except no derivatives of the Company name, logo or trademarks), and publish the Company IP in the Case Study, and extracts from it in reference to it, for promotional, advertising, educational, historical, archival, and/or training purposes. The above grant shall apply to the following media: (i) print publications, sales materials, direct mail, printed matter, electronic transmissions, social media and the Internet; and (ii) such other media as Company approves in writing.

Company agrees that no compensation will be owed to it for use of the Company IP.

Company acknowledges that the Postal Service is under no obligation to use the Case Study or Company IP in any manner.

Company has reviewed the Case Study and the claims stated therein. Company acknowledges that it has been afforded the opportunity to make editorial or other clarifying changes to the Case Study. After full review of the Case Study, Company represents and warrants that (i) at the time of the events described in the Case Study, the Company used the Postal Service products and services described therein (collectively, the “Product”) and continues to use the Product on the date hereof; (ii) the Case Study is based on information provided by the Company to the Postal Service and accurately describes the Company’s experience using the Product; (iii) to the best of its knowledge, any results described in the Case Study that are attributed to Company’s use of the Product are fully accurate and all material factors that contributed to such results are disclosed in the Case Study; and (iv) any statements or opinions in the Case Study that are attributed to the Company reflect the Company’s honest opinion.

Company further acknowledges and agrees that Company shall have no right to review or approve the context in which the Postal Service uses the Case Study.

Company acknowledges and agrees that the Postal Service shall have the exclusive right to use and control the Case Study in any manner, including the sole right to use, reproduce, display, publish, and prepare derivative works of the Case Study. Company agrees that the Postal Service shall own all rights in the Case Study as a compilation, except nothing diminishes Company’s rights in Company IP separate and apart from the Case Study. Company agrees not to use the Case Study in any manner without the prior written consent of the Postal Service.

This release is not an assignment or license of any right, title, or interest in Company IP to the Postal Service, except for the rights expressly granted in this document as to the use of the Company IP included in the Case Study. This release does not include the right to grant sublicenses, nor is it assignable. All use of Company IP by the Postal Service shall inure to the benefit of, and be on behalf of Company. The Postal Service will do nothing inconsistent with, Company’s rights in the Company IP. Company represents and warrants the following: (a) that this Release does not conflict with any existing commitments on its part; and (b) that it possesses full rights whether by ownership or license in the Company IP and otherwise full right and authority to enter into this Release without violating the legal or equitable rights of any third party.

This Release contains the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings. No waiver, modification or addition to this Release shall be valid unless in writing and signed by the parties hereto. To the full extent permitted by law, this Release shall be governed by and construed in accordance with federal law.

Company hereby releases and discharges the Postal Service from any and all claims and demands of any kind or nature arising out of or in connection with the use of the Case Study and the Company IP as depicted in Exhibit A. This authorization and release contains the full understanding with respect to the subject matter, and cannot be modified, amended, or superseded except in a formal written amendment signed by both the Postal Service and Company and attached to this agreement.

BY: COMPANY

[INSERT FULL COMPANY NAME]

With its Headquarters at

[address]  
[city, state ZIP]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of **Authorized Employee**

Name:

Title:

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

[CASE STUDY ATTACHED]

1. Even receipts, boxes and press releases can constitute promotional materials if they include claims that promote USPS’s brand or products. [↑](#footnote-ref-2)
2. Please note that trademark search opinions take two weeks normally. An expedited opinion costs significantly more money. So we encourage you to contact the Intellectual Property lawyers early in the creative process – preferably, immediately when you decide you want to use new trademark-type language or logos, etc., in the creative – to avoid the extra cost. Note that all new slogans, names for products, services, and programs, icons, taglines and headers need to be cleared – not just new trademarks and logos. [↑](#footnote-ref-3)