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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**POST-EFFECTIVE AMENDMENT NO. 1 TO  
FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**VISTAPRINT N.V.**

(Exact Name of Registrant as Specified in Its Charter)

**The Netherlands**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**98-0417483**  
(I.R.S. Employer  
Identification No.)

**Hudsonweg 8,  
Venlo  
The Netherlands 5928 LW**  
(Address of Principal Executive Offices)

**Amended and Restated 2005 Equity Incentive Plan**  
(Full Title of the Plan)

**Lawrence A. Gold**  
**Senior Vice President and General Counsel**  
**VistaPrint USA, Incorporated**  
**95 Hayden Ave.**  
**Lexington, Massachusetts 02421**  
(Name and Address of Agent For Service)

**(781) 652-6300**  
(Telephone Number, Including Area Code, of Agent For Service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller  
reporting company)

Smaller reporting company

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## EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to Registration Statement on Form S-8 (File No. 333-133797) (as amended, this "Registration Statement") is being filed pursuant to Rule 414 of the Securities Act of 1933, as amended (the "Securities Act"), by Vistaprint N.V., a Dutch limited liability company, as the successor issuer to VistaPrint Limited, a Bermuda exempted company, pursuant to a share exchange transaction effected by a scheme of arrangement under Bermuda law. On August 31, 2009, each previously outstanding common share of VistaPrint Limited, par value \$0.001 per share, was exchanged for one ordinary share of Vistaprint N.V., par value €0.01 per share. We refer to the transactions effecting this exchange collectively as the Redomestication. As a result of the Redomestication, which became effective on August 31, 2009, VistaPrint Limited is now a direct, wholly-owned subsidiary of Vistaprint N.V.

In connection with the Redomestication, Vistaprint N.V. has assumed VistaPrint Limited's Amended and Restated 2005 Equity Incentive Plan (the "Plan"), including the obligation to deliver shares under the Plan for the outstanding awards issued thereunder. Consequently, the ordinary shares of Vistaprint N.V. will henceforth be issuable under the Plan in lieu of the common shares of VistaPrint Limited. Vistaprint N.V. expressly adopts this Registration Statement as its own registration statement for all purposes under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The securities registered under the Registration Statement may include newly issued securities or securities held in treasury by Vistaprint N.V.

### PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents filed by VistaPrint Limited, or by Vistaprint N.V. as successor issuer, with the Securities and Exchange Commission (the "Commission") pursuant to the Exchange Act are hereby incorporated by reference in this Registration Statement:

- VistaPrint N.V.'s annual report on Form 10-K for the year ended June 30, 2009;
- Vistaprint N.V.'s current report on Form 8-K filed on August 18, 2009 and August 31, 2009; and
- the description of Vistaprint N.V.'s ordinary shares, par value €0.01 per share, contained in Vistaprint N.V.'s current report on Form 8-K filed with the Commission on August 31, 2009, including any amendment or report filed for the purpose of updating such description.

Each document filed by Vistaprint N.V. pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part of this Registration Statement from the date of filing of such document. Any statement contained in this Registration Statement (including any further amendment hereto) or in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement (including any further amendment hereto) or in any document filed subsequent to the date of this Post-Effective Amendment No. 1 that also is or is deemed to be incorporated by reference in this Registration Statement modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### Item 4. Description of Securities.

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

None.

**Item 6. Indemnification of Directors and Officers.**

Vistaprint N.V.'s articles of association provide that the members of its supervisory board and management board will be indemnified against any and all liabilities, including all expenses (including attorneys' fees), judgments, fines, amounts paid in settlement and other financial losses, actually and reasonably incurred by him as a member of the supervisory board or the management board in respect of any threatened, pending or completed action, suit or proceeding, whether civil, criminal or administrative or any action, suit or proceeding in order to obtain information, other than an action, suit or proceeding instituted by or on behalf of Vistaprint N.V., if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Vistaprint N.V.; provided that such member has not been adjudged in a final and non-appealable judgment by a Dutch judge to be liable for gross negligence or willful misconduct, subject to various exceptions. The termination of any action, suit or proceeding by a judgment, order, settlement, conviction, or the failure to put up a defense or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably could believe to be in or not opposed to the best interests of Vistaprint N.V.

The indemnification provided for in the articles of association is not exclusive of other rights to which a member of the supervisory board or the management board may be entitled, including any insurance purchased by Vistaprint N.V. Vistaprint N.V. also entered into indemnification agreements governed by Dutch law with each member of its management board and supervisory board that provide for indemnification and expense advancement and include related provisions meant to facilitate the indemnitee's receipt of such benefits. The agreements provide that Vistaprint N.V. will indemnify each such supervisory or management board member, provided that he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of Vistaprint N.V. and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The agreements permit expenses to be advanced to an indemnitee, subject to an undertaking by the indemnitee to repay amounts advanced if it is ultimately determined that he or she is not entitled to indemnification. The disinterested members of the supervisory board of Vistaprint N.V., an independent counsel or the stockholders of Vistaprint N.V. (the "Decision Makers") will determine whether indemnification payment should be made in any particular instance. In making such determination, the Decision Makers must presume that the indemnitee is entitled to such indemnification and Vistaprint N.V. has the burden of proof in seeking to overcome such presumption. If the Decision Makers determine that the supervisory or management board member is not entitled to indemnification, the agreements provide that such person is entitled to settle disputes with respect to the right to indemnification under the agreement in a competent court in Amsterdam, the Netherlands.

We have purchased directors' and officers' liability insurance which would indemnify our directors and officers against damages arising out of certain kinds of claims which might be made against them based on their negligent acts or omissions while acting in their capacity as such.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The Exhibit Index immediately preceding the exhibits is incorporated herein by reference.

## Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - i. To include any prospectus required by section 10(a)(3) of the Securities Act;
  - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
  - iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided however, That:*

Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.



## INDEX TO EXHIBITS

<u>Number</u>	<u>Description</u>
4(1)	Articles of Association of Vistaprint N.V.
5.1	Opinion of Stibbe N.V.
23.1	Consent of Stibbe N.V. (included in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP
24(2)	Powers of Attorney
99.1(3)	Amended and Restated 2005 Equity Incentive Plan
(1)	Previously filed with the Commission as an Exhibit to the Registrant's Current Report on Form 8-K on August 31, 2009 and incorporated herein by reference.
(2)	Previously filed with the Securities and Exchange Commission as Exhibit 24 to the Registrant's Registration Statement on Form S-8 (File No. 333-129912) and incorporated herein by reference.
(3)	Previously filed with the Commission as an Exhibit to the Registrant's Current Report on Form 8-K on May 21, 2007 and incorporated herein by reference.

Vistaprint N.V.  
Hudsonweg 8  
5928 LW VENLO  
THE NETHERLANDS

Derk Lemstra

Stibbe N.V.

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The Netherlands  
T +31 20 546 03 50  
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derk.lemstra@stibbe.com  
www.stibbe.com

Date  
1 September 2009

Ladies and Gentlemen,

- (1) We have acted as legal counsel to Vistaprint N.V. (the “**Company**”) with respect to matters of Netherlands law in connection with the Post-Effective Amendments No. 1 to Registration Statement Nos. 333-129912, 333-133797 and 333-147753 on Form S-8, dated September 1, 2009 (collectively, the “**Registration Statements**”) with the United States Securities and Exchange Commission. The Registration Statements relate to an aggregate of 7,163,664 ordinary shares in the capital of the Company with a nominal value of €0.01 per ordinary share (each an “**Option Share**”) which Option Shares have been reserved for issuance under the Company’s Amended and Restated 2005 Equity Incentive Plan, the Amended and Restated 2000-2002 Share Incentive Plan, as amended and the 2005 Non-Employee Directors’ Share Option Plan, as amended (collectively, the “**Plans**”).
- (2) For the purpose of this opinion, we have examined and relied upon photocopies or copies received by fax or by electronic means, or originals if so expressly stated, of the following documents:
  - (a) the current Plans;
  - (b) the assumption agreement between the Company and VistaPrint Limited dated 30 June 2009 (the “**Assumption Agreement**”);
  - (c) the deed of incorporation of the Company (*akte van oprichting*) dated 5 June 2009;
  - (d) the current articles of association (*statuten*) of the Company which are in force on the date hereof;
  - (e) the Registration Statements dated September 1, 2009; and
  - (f) a written resolution of the sole shareholder of the Company (the “**Resolution**”), Vistaprint Limited, adopted on 28 August 2009, *inter alia*, (i) approving the assumption of the Plans by the Company and the Plans itself and (ii) designating the management board of the Company (the “**Management Board**”) as the authorised body to issue the Option Shares under the Plans and to exclude the statutory pre-emptive rights (*voorkeursrechten*) in respect thereof (the “**Designation**”);

and such other documents and matters of law as we have deemed necessary or appropriate for the purpose of rendering this opinion.

The Plans, Assumption Agreement and the Resolution are, together, referred to as the “**Documents**”.

References to the Civil Code, the Bankruptcy Act, the Financial Supervision Act and any other Codes or Acts are references to the *Burgerlijk Wetboek*, the *Faillissementswet*, the *Wet op het financieel toezicht* and such other Codes or Acts of the Netherlands, as amended.

(3) In rendering this opinion we have assumed:

- (a) the legal capacity of natural persons, the genuineness of all signatures on, and the authenticity and completeness of all documents submitted to us as copies of drafts, originals or execution copies and the exact conformity to the originals of all documents submitted to us as photocopies or copies transmitted by facsimile or by electronic means and that all documents were at this date, and have through the date hereof, remained accurate and in full force and effect without modifications;
- (b) (i) that each party to the Documents, other than the Company, is, where applicable, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the power, capacity and authority to enter into and/or execute the Documents; (ii) that the Documents have been duly authorised by all parties thereto; and (iii) that the Documents have been validly executed and delivered (where such concept is legally relevant) by each of the parties thereto under all applicable laws, including the laws by which the Documents are expressed to be governed;
- (c) that the Plans and Assumption Agreement constitute legal, valid and binding obligations of (i) the participants in the Plans and the Company and (ii) the parties to the Assumption Agreement, respectively, and are enforceable in accordance with their respective terms under all applicable laws and that therefore, *inter alia*, the Company has assumed and adopted all rights and obligations under the Plans;
- (d) that the Resolution has not been annulled, revoked or rescinded and will be in full force and effect (i) as at the date of granting of any rights to acquire the Option Shares under any of the Plans or, as the case may be, (ii) as at the date of issuance of any Option Shares under any of the Plans;
- (e) that the Designation, as renewed from time to time, will be in full force and effect (i) as at the date of granting of any rights to acquire the Option Shares under any of the Plans or, as the case may be, (ii) as at the date of issuance of any Option Shares under any of the Plans;



- (f) that any Option Shares will be issued, offered, sold, delivered, duly accepted and paid by the subscribers thereof, to persons legally entitled to purchase Option Shares (a) as contemplated and in accordance with the relevant Option Plan and the Registration Statements, (b) in accordance with any applicable law (including, without limitation, the laws of The Netherlands), (c) in accordance with the articles of association of the Company as in force at the date of issuance of such Option Shares and (d) with such terms so as not to violate any applicable law (including, for the avoidance of doubt, any law applicable at the time of such issue, offer, sale, delivery and acceptance) and upon issue of each Option Share at least a consideration (in cash or in kind) will be paid to the Company on such Option Share with a value equal to the nominal amount thereof and any premium agreed upon;
  - (g) that each time an Option Share is issued, the authorised share capital (*maatschappelijk kapitaal*) and the issued share capital (*geplaatst kapitaal*) of the Company are such that such Option Share can be validly issued; and
  - (h) that any issuance of Option Shares will not require the Company to publish a prospectus or equivalent document under the provisions of chapter 5.1 of the Financial Supervision Act, as amended.
- (4) We have not investigated the laws of any jurisdiction other than the Netherlands. This opinion is limited to matters of the laws of the Netherlands as they presently stand and as they are interpreted in case law of the courts of the Netherlands and in administrative guidance of the relevant authorities of the Netherlands, in each case published in printed form as at the date of this opinion. We do not express any opinion with respect to (i) any public international law or the rules of or promulgated under any treaty or by any treaty organisation, other than any EC law provisions having direct effect, (ii) matters of competition law, and (iii) matters of taxation.
- (5) Based upon and subject to the foregoing and to the further qualifications, limitations and exceptions set forth herein, and subject to any factual matters not disclosed to us and inconsistent with the information revealed by the documents reviewed by us in the course of our examination referred to above, having regard to such legal considerations of Netherlands law as we deem relevant to enable us to give this opinion, we are as at the date hereof of the following opinion:
- the Option Shares, when duly issued and paid for in accordance with the applicable Plan, will be validly issued, fully paid-up and non-assessable ordinary shares in the capital of the Company.
- (6) This opinion is subject to the following qualifications:
- (a) we express no opinion as to the accuracy of any representations given by the Company or any other party (express or implied) under or by virtue of the Documents save in so far as the matters represented are the subject matter of specific opinions set forth above;
  - (b) the opinions expressed above are limited by any applicable bankruptcy

(*faillissement*), suspension of payments (*surseance van betaling*), insolvency, moratorium, reorganisation, liquidation, suretyship, fraudulent conveyance, or similar laws affecting the enforceability of rights of creditors generally (including rights of set-off) in any relevant jurisdiction including but not limited to section 3:45 of the Civil Code and section 42 of the Bankruptcy Act concerning fraudulent conveyance;

- (c) the terms “*legal*”, “*valid*”, “*binding*” or “*enforceable*” (or any combination thereof), where used in this opinion, mean that the relevant obligations are of a type which the courts of the Netherlands generally recognize and enforce; the use of these terms does not suggest that the obligations will necessarily be enforced in accordance with their terms in all circumstances; in particular, enforcement of such obligations in the courts of the Netherlands will always be subject to applicable statutes of limitation, interpretation by the court (taking into account the intention of the parties to a contract), the effect of general principles of law including (without limitation) the concepts of reasonableness and fairness (*redelijkheid en billijkheid*) and abuse of circumstances (*misbruik van omstandigheden*), and defences based on error (*dwaling*), fraud (*bedrog*), duress (*dwang*), force majeure (*overmacht*) and set-off (*verrekening*); and
- (d) Any reference in this opinion to the Shares being “non-assessable” shall mean, in relation to fully-paid shares of the Company and subject to any contrary provision in any agreement in writing between the Company and the holder of shares, that no shareholder shall be obliged to contribute further amounts to the capital of the Company, either in order to complete payment for their shares, to satisfy claims of creditors of the Company, or otherwise; and no shareholder shall be bound by an alteration of the articles of association of the Company after the date on which he became a shareholder, if and so far as the alteration requires him to take, or subscribe for additional shares, or in any way increase his liability to contribute to the share capital of, or otherwise to pay money to the Company.
- (7) In this opinion, Netherlands legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. This opinion may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising hereunder will be governed by Netherlands law and will be brought exclusively before a court of the Netherlands.
- (8) We assume no obligation to update this opinion or to inform any person of any changes of law or other matters coming to our knowledge occurring after the date hereof which may affect this opinion in any respect. This opinion is addressed to you and given for the sole purpose of the registration of the Option Shares with the United States Securities and Exchange Commission. We consent to the filing of this opinion letter as an exhibit to the Registration Statements. However, it may not be otherwise disclosed or quoted to any person other than to your legal advisers or relied upon by any person or be used for any other purpose, without our prior written consent in each instance.

Yours faithfully,

Stibbe N.V.

/s/ Derk Lemstra  
Derk Lemstra

/s/ Marius Josephus Jitta  
Marius Josephus Jitta

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Amended and Restated 2005 Equity Incentive Plan of Vistaprint N.V. of our reports dated August 31, 2009, with respect to the consolidated financial statements of Vistaprint Limited (predecessor to Vistaprint N.V.) included in its Annual Report (Form 10-K) for the year ended June 30, 2009, and the effectiveness of internal control over financial reporting of Vistaprint Limited, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boston, Massachusetts  
August 31, 2009