

MRS SA PTY LTD TERMS AND CONDITIONS

Mrs South Africa Pty Ltd is a registered company with the following details :

Company Name : Mrs SA Beauty Pageant
Company Registration Number : 2012/180612/07
Trade Mark Registration Number : 2014/29721
VAT Number : 4840266243
BEE Status : Level Four BEE Contributor
EME – BBEE/MSBP2014/01
Postal Address : PO Box 738, Bergbron, JHB, 1712

MRS SA BRAND PILLARS



Mrs SA offers women a life-transformation journey, teaching them how to be the best version of themselves, how to be a voice of change and to show up as the strong, influential women they are. The program has been described as an “MBA of Life” offering South African married women a chance to invest in life skills, business skills and develop networks to leverage from in the future. It is hard work and most of it takes place behind the scenes but there are incredible stories where contestants have been offered new jobs and opportunities, through their participation in the program. Our Brand Pillars, noted above, highlight all the aspects of the program.

Mrs SA provides extensive training and upskilling workshops and webinars, in becoming an influencer, brand ambassadors and entrepreneurs, finding sponsors as well as other business and life skills, which extend far beyond the program. Contestants are also exposed to the wealth of

knowledge from official sponsors and other Mrs SA associates, during the program. Contestants will also be exposed to charity organisations and have the chance to make a difference

Mrs SA also provides contestants with tools, such as professional sponsorship proposals and media kits for them to use in approaching companies, which offers potential sponsors the opportunity to gain additional exposure on our platforms and at our events. An official mentorship panel is available should contestants require more direct 1:1 coaching. However, this is not compulsory to utilise

As a registered and trademarked company, Mrs SA utilises a sponsorship business model and derives its income from sponsorship, fundraising and events. This income is used to cover the costs of running the development program, providing training and upskilling for contestants as well as operational, event and production costs. It is important to understand that Mrs SA is proprietary limited company i.e. Pty Ltd. Mrs SA is **not** an non-profit organisation (NPO) or public benefit organisation (PBO). As a company, it has monthly overheads like any other company. Mrs SA does pride itself on strict adherence to all government rules and regulations, including prevailing COVID-19 regulations

Mrs SA also prides itself on transparency and professionalism. Therefore, the journey and all contestant requirements and targets are outlined, in detail, up front to contestants. They are then able to make an informed decision to enter the program or not, fully aware and informed about the journey they have chosen to embark on.

During each phase of the competition, contestants will be expected to raise a certain amount of sponsorship that will go towards the company overheads, production costs etc. We always work with contestants to allow them the maximum time possible to achieve their targets and requirements and provide all the tools necessary to achieve these goals. If, however, contestants are not able to meet the deadlines and targets as set out in the contract, they will not be able to go through to the judging process.

Entries open in October of prior year and close at the end of February of current year. All entries are screened to ensure they meet the minimum requirements. Eligible contestants are invited to a Live National Casting, where approximately 100 semi-finalists are chosen for the year. This is narrowed down to 25 finalists in July, after Semis Judging process. The finals are held in November of each year where the new titleholders are chosen. These dates are dependent on prevailing COVID-19 regulations.

The requirements that the contestants are obliged to deliver on are as follows:

- Semi-finalists need to gain a Silver Sponsorship towards their journey
- Finalists need to gain a Gold sponsorship towards their journey
- Contestants are expected to sell tickets for Mrs SA events
- Contestants are involved in marketing of official sponsors
- Finalists host a fundraiser for one of the official charities. Mrs SA operational costs are covered for managing the fundraising project, the proceeds is then donated to the official charities

by Mrs SA. 30% is retained for Mrs SA's operational costs noted and 70%, the majority. The handovers for the 2021 fundraising campaign can be viewed here

<https://www.youtube.com/watch?v=dhTmn3CPNSY&t=54s>

- Contestants are expected to work in a positive and professional manner with the Management Team, with adherence to the operating guidelines shared

We cap the amounts that contestants contribute towards their journey within the program to ensure all contestants enter judging on an equal footing. Ultimately, **the crown is not for sale.**

Mrs SA's assets are our strong and talented women. Companies see the value in having these real, relatable women act as brand ambassadors and understand the impact that they can have as influencers on social media. They are then willing to act as official sponsors, in return for promotion and endorsements by our contestants

During the semi-finalist stages of the competition, accommodation and travel will be to the contestant's account. Mrs South Africa covers these costs during the Finalist stage of the competition, subject to sponsorship

Mrs SA is run according to international standards, following a strict, audited process and winners are chosen by an independent judging selection committee. The Judging process for each stage of the competition is discussed with the contestants. Contestants will be required to model in swimwear, as per International Pageantry regulations during Semis Judging, Finals Judging and on stage during the final Crowning event. We embrace women of all shapes and sizes, and our program promotes confidence and being comfortable in your own skin

The Finalists who score in the Top 3 in the competition, including the winner of Mrs South Africa Pageant will be contracted to the organisation for the year of reign, until the next Crowning. Mrs South Africa 2022 will become an brand ambassador for all the official sponsors and will be involved with our official charities, as well as other projects. Contestants understand and acknowledge that all prizes received are subject to sponsorship.

Independent to the Official Judging Process, special category awards are awarded as well on a yearly basis, which are also overseen by our official auditors. One such award is the Mrs Charity title which is awarded to the Finalist who raises the most of amount of funds towards one of the official charities. Other factors such as raising awareness for the NPO's is also taken into account. The Mrs Charity award has also become a prestigious title and the winner of this title often goes on to become a member of the titleholders as well and is often spoiled by our official sponsors, as well.

The Judges' decision is final and no correspondence will be entered into by the Mrs SA Management Team or by the judges, at any time.

The Mrs South Africa Management Team, may at their discretion, replace contestants who resign from the pageant, at any stage of the pageant.

Mrs SA Pty Ltd also reserve the right to withdraw any contestant, at any time, who does not uphold the values or ethos of the organisation. We reserve the right to withdraw any contestant who has

been proven to behave in a manner considered unbecoming of a contestant. Anyone found to be using bullying, cyber-bullying or intimidation tactics will be disqualified immediately.

Mrs SA Pty Ltd also reserve the right to withdraw any contestant who has not been contactable within a period of six weeks.

Mrs SA Pty Ltd reserves the right to conduct background checks on any contestant in accordance with the laws governing such checks in South Africa

POPI Act compliance as well as Privacy Policy & PAIA manual is available on our website

TERMS AND CONDITIONS FOR ENTRY INTO THE COMPETITION

1. Pre-requisites for entering Mrs SA

The following pre-requisites which must be fulfilled in order to enter Mrs South Africa. While we do screen and conduct the relevant checks, it is also the contestant's responsibility to check and ensure compliance with the criteria. All document submitted must be certified within three months of submission

Entrants and Contestants must fulfil all the following requirements:

- 1.1. Entrant/Contestant has a South Africa Identity Document and is a citizen or permanent resident within the Republic of South Africa, with their indicated gender as female
- 1.2. Entrant/Contestant is between the ages of 25 and 55 by 1st November 2022
- 1.3. Entrant/Contestant is legally married in terms of the laws of the Republic of South Africa and in possession of a valid marriage certificate, issued by the South African Department of Home Affairs
- 1.4. Entrant/Contestant has valid passport for travel purposes
- 1.5. If the Entrant/Contestant does not possess a valid passport, she must apply for and obtain one as soon as is reasonably possible in 2022. This is because she may need a passport for international competition should she win the Mrs SA Pageant
- 1.6. Entrant/Contestant has a valid South African Driver's License
- 1.7. If the entrant/contestant does not possess a valid South African Drivers Licence, she must apply for and obtain one as soon as is reasonably possible in 2022. This is because the prize package may include a car, should she win the Mrs SA pageant
- 1.8. Should entrant be selected as Semi-finalist or Finalist, she will be required to avail herself for compulsory dates, as indicated on the 2022 Calendar. The format and details will be shared by the organisation closer to the time. Please bear in mind prevailing COVID-19 regulations may affect the calendar
- 1.9. Entrant/Contestant should not be or fall pregnant during the journey. Mrs SA promotes and encourages family values and Mrs SA does not discriminate against pregnancy, it will be physically strenuous for both the contestant (and foetus) to compete in Mrs SA and at an international level (if she wins Mrs SA) while maintaining a healthy pregnancy
- 1.10. Entrant/Contestant must not have been involved in any past activities that may place Mrs SA, its Pageant and/or organisers in a compromised and/or humiliating light both publicly or

privately. These activities include, but are not limited to criminality, prostitution, nude public appearances, nude photography and nude videography

1.11. Should this come to light, Mrs SA reserves the right to revoke the Semi-finalist title with immediate effect

1.12. Entrant/Contestant must not have a past or present criminal record or be involved in any criminality or any kind

1.13. Should a contestant separate, divorce or become widowed during her participation in the pageant, she must notify the Mrs SA Management Team immediately but will not be withdrawn and may continue in her year of entry;

1.14. Entrant/Contestant must not be an immediate family member of the Mrs SA organisation or it's official sponsors

1.15. There are no height or weight restrictions for entry

1.16. There are no tattoo restrictions for entry

1.17. There are no minimal educational requirements for entry

1.18. Prior modelling experience is not a pre-requisite for entry

2. Entry Form Completion

2.1. In order to complete their entry, entrants will need to complete the six steps below:

2.1.1. Complete the entry form online and answer all the questions

2.1.2. Attach two high photographs to the online entry form

2.1.3. Attach the YouTube link to her audition clip, which is recommended but not compulsory

2.1.4. Attach a copy of a valid SA ID & valid SA Marriage certificate, which have been certified within the last 3 months

2.1.5. Read all terms and conditions, review the 2022 calendar and FAQ's on the website

2.1.6. Pay the application fee of R606.05 (incl. VAT) via Payfast or EFT

2.2. Successful entry will be confirmed by a website-generated confirmation email to the entrant's specified email address;

2.3. Once all the steps above are completed, entrants will be emailed by the Mrs SA office and will receive further information in due course

2.4. A valid operational email address must be completed on the entry form by the entrant, in order to allow for Mrs SA to communicate with all entrants

2.5. Should an entrant not provide a valid working email address, Mrs SA Pty Ltd will not be held responsible for any comms they do not receive

2.6. All cancellations of entry or withdrawal of entry must be submitted in writing and addressed to Chief Operating Officer, Marlene Reddy-Ribeiro marlene@mrssouthafrica.co.za

2.7. ***NB* The act of completing and submitting your online entry form constitutes a binding agreement acknowledging that the above, as well the terms and conditions noted on website has been read, understood, and accepted by the entrant**

3. TERMS OF WEBSITE USE

3.1. Electronic Communications

The provider uses a compliant and secure mailing system in order to communicate pertinent and relevant competition, official sponsor and/or marketing information to contestants. Mrs SA Pty Ltd will email contestants but will always provide an opt-out mechanism allowing entrants to unsubscribe easily and safely from the email database, if required. However, the entrant should communicate with the Mrs SA office and find an acceptable channel for professional and secure communication

By using this website or communicating with the provider by electronic means, the user consents and acknowledges that any, and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

3.2. Privacy

The website mrssouthafrica.co.za may provide access, at its discretion, to any data stored on its systems in the interest of the party providing the personal information. Documents such as ID's, marriage certificates, drivers licences, passports etc are collected during the competition process, for purposes of verifying eligibility to enter, as well as for prize and travel purposes

The confidential personal information required for executing the competition processes is stored on a secure platform, namely the user's personal, contact and address information. Delivery address and telephone numbers will be kept in the strictest confidence by the provider and not sold or made known to anonymous third parties, without consent

Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering any pageant related items or products, where courier services may be required, or in order to promote the user in the realm of professional interest. The provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the user's chosen delivery address.

Banking or credit card details are not collected or stored by the provider under any circumstances.

The provider cannot be held responsible for security breaches occurring on the user's electronic device (personal computer or other electronic device used to browse the website), which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on his/her device.

3.3. Online Payments

Any payments retrieved on our website are processed by third-party authorised financial service providers like PayFast. More information about how they process and store information can be viewed on their websites respectively: www.payfast.co.za

The appropriate processors identity and contact information is provided on our system prior to transaction and on your receipt from them when payment is made. The appropriate terms and

conditions for your chosen payment method can be found on the website of that payment processor. Payment via our website deems acceptance of their terms and conditions.

3.4. Merchant Outlet country and Transaction Currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR)

3.5. Cookies

A Cookie file is, according to Wikipedia, a small piece of data sent from a website and stored in a user's web browser while a user is browsing a website. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember the state of the website or activity the user had taken in the past. This can include clicking particular buttons, logging in, or a record of which pages were visited by the user even months or years ago. More information on that topic can be found on Wikipedia.

Purposes of storage and gaining access to cookies:

Website personalisation (for example: saving font size, sight challenged version of website or template version)

Saving data or user's decisions (for example: no need to enter login and password on every website, remembering login during the next visit, keeping information on products added to cart)

Social websites integration (for example: displaying your friends, fans or post publishing on Facebook or Google+ directly from the website), adjusting adverts that are displayed on the website, creating website's statistics and flow statistics between different websites.

Due to vast number of technological solutions, it is not possible to publish clear guidelines how to set the conditions of storage and gaining access to cookies using settings of all available devices and software installed on them. However, in most cases, select "Tools" or "Settings" and there find the section that corresponds to the configuration settings for cookies or for the management of privacy. Detailed information is usually provided by the manufacturer of the device or browser in a manual or on their website.

3.6. Limitation of Liability

The Website and all Content on the Website, including any current or future offer of services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The owners make no warranty or representation as to the availability, accuracy or completeness of the content. Neither provider nor any holding company, affiliate or subsidiary of provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the

website or any functionality thereof, or of any linked website, even if provider is expressly advised thereof.

3.7. Privacy: Casual Surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

3.8. Choice of Law

This Website is controlled, operated and administered by the provider from its offices, within the Republic of South Africa. Access to the Website from territories or countries where the content or purchase of the products sold on the website is illegal, is prohibited. The user may not use this website in violation of South African export laws and regulations. If the user accesses this website from locations outside of South Africa, that user is responsible for compliance with all local laws. These terms and conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full force and effect. These terms and conditions constitute the entire agreement between the provider and the user regarding the use of the content and this website.

3.9. Privacy Policy, POPIA and Data Storage

The provider and its third-party service providers shall, without liability, take all reasonable steps to protect the personal information of users as per guidelines set out in the Protection of Personal Information Act (POPI Act) available [here](#) and Privacy Policy here (action: insert link to Privacy Policy). PAIA manual is available here (action: insert link to PAIA manual)

The user reserves to right to have their data removed from the servers on which it is stored at any time by submitting verifiable correspondence to the data processor i.e. Donovan Gaddin email : theworld@myfingertips.org. The system provided for mrssouthafrica.co.za collects information that is otherwise stored indefinitely on a secure dedicated server hosted and managed by Donovan Gaddin, owner of My Fingertips IT Services cc. All information is submitted via SSL encrypted services using HTTPS security.

3.10. Variation

The provider may, in its sole discretion, change this agreement or any part thereof from time-to-time without notice. Updated terms and conditions will be made available publicly, on our website on a regular basis

