

TERMS AND CONDITIONS OF REGISTRATION

- Fees are charged per person and are inclusive of VAT.
- The Fees include:

ENTRY INTO MRS SOUTH AFRICA

- successful completion of the 2021 online entry form with copies of relevant documents and proof of payment attached. This will be confirmed by a website-generated confirmation of your Registration. To ensure successful completion of the form, please fill in ALL fields completely, attach all documents requested and provide us with a valid e-mail address to which we can send all communication.
- For Electronic Funds Transfers, a clear photocopy of the original deposit slip MUST be emailed to marlene@mrssouthafrica.co.za.
- All cancellation or withdrawal of entry must be sent by email to marlene@mrssouthafrica.co.za
- NO refunds will be given to contestants who cancel after 31st December 2020 or who do not show up to the Casting in March 2021
- The act of completing and submitting your online entry form constitutes a binding agreement acknowledging that the above has been read, understood, and accepted.

Electronic Communications

The Provider uses a compliant and secure mailing system in order to communicate pertinent and relevant competition, sponsor and/or marketing information to contestants. We may email you from time-to-time but will always provide an opt-out mechanism allowing you to unsubscribe easily and safely from the email if required.

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.

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 our 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 initial consent acquired on sign-up. 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. 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.

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.

Online Payments

Any payments retrieved on our website are processed by third-party authorised financial service providers like PayFast and Netcash. More information about how they process and store information can be viewed on their websites respectively: www.payfast.co.za and www.netcash.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. **We do not store any sensitive payment information**, you're your payment method preference.

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)

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 display 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.

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.

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.

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 and data laws and regulations like POPIA. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws like GDPR. 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.

Privacy policy, POPIA and Data Storage

The Provider and its third-party service providers shall 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](#) . 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 Donovan Gaddin email : theworld@myfingertips.org. The system provided for mrssouthafrica.co.za collects information that is otherwise stored for up to 2 years on a secure dedicated server hosted and managed by Donovan Gaddin, owner of My Fingertips IT Services cc on behalf of the client.

All information is submitted via SSL encrypted services using HTTPS security. Data subject information is managed directly via a secure administration portal to minimise the distribution of information.

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 always be made available publicly, on our website.