

White Star – Miss Soweto 2024 Terms and Conditions

Application of Terms:

- A. Please read the competition terms and conditions (“Terms”) carefully. These Terms apply to everyone entering the White Star – Miss Soweto 2024 (“the Competition”).
- B. Instructions on how to enter the Competition, the rules, directions and prizes all form part of these Terms. If you take part in this Competition, you agree to be bound by these Terms and accept that the Promoter’s decision is final.
- C. If there is any provision in these Terms which the Contestant does not understand, it is the responsibility of the Contestant to ask Miss Soweto Event Organisers to explain such provision before entering Miss Soweto and accepting the Terms.
- D. By entering Miss Soweto, the Contestant consents to abide by the terms and condition and the rules of Miss Soweto. Any act considered fraudulent, or detrimental to Miss Soweto will result in legal actions.

1. Definitions:

1.1.1 **Event Owner** means Miss Soweto (Registration Number 93/04072/23), a close corporation duly incorporated in accordance with the laws of South Africa, of 8999A Orlando West, P.O. Orlando 1804 Soweto, e-mail address drakensberg1@telkomsa.net

Pioneer means Pioneer Foods (Pty) Limited , registration number: 1957/000634/07) trading as Essential Foods a limited liability private company duly incorporated in the Republic of South Africa, with its principal place of business at **PepsiCo South Africa Parc Du Cap Office Park, Building 5, 10 Willie van Schoor Avenue, Bellville, 7530**, e mail: consumercare@pioneerfoods.co.za

1.1.2 **White Star Super Maize Meal (“White Star”)** is a registered trademark owned by Pioneer; references to Pioneer include White Star.

1.1.3 **Miss Soweto** means the Miss Soweto Beauty Pageant which takes place annually and uses this agreement as a foundation for all contestants who wish to participate in the pageant.

1.1.4 **Press Release** means written, or recorded communication directed at members of the news media for the purpose of announcing something ostensibly newsworthy to stakeholders using various media channels, including but not limited to, news release, media release, press statement or video release.

1.1.5 **The Competition Period** means the period between the completion of the Application Form which is submitted by the Contestant and will endure until announcement of the Miss Soweto winner at the event.

- 1.1.6 **Contestant** means an entrant or participant in **Miss Soweto**.
- 1.1.7 **Event** means Miss Soweto gala evening to be held in Soweto on a specified date (30 November 2024).
- 1.1.8 **Event Organiser** means an Event Management Agency appointed by either the Event Owner mandated to project manage the staging of Miss Soweto 2024 or PepsiCo.
- 1.1.9 **Judges** means the external parties, recognised as experts in beauty pageantry, appointed by the Event Organiser to adjudicate the pageant to select the winner in a fair and impartial manner.
- 1.1.10 **Other Sponsors** means an organization or brand that the Event Organiser has secured to pay for or contribute to the costs involved in the staging Miss Soweto 2024 in return for advertising.

2. Terms and Conditions

- 2.1 Contestant warrants that they have made all necessary disclosures (i.e. name, surname, email address, mobile number, date of birth, year of matriculation, highest qualification obtained, height, is between 18-24 years of age, a woman, has never been married, has never been investigated or charged with a criminal offence, lives or has ties in Soweto) and has honestly and accurately completed the entry process via Pioneer designated platforms including not limited to WhatsApp, White Star website and physical entry form as described herein.
- 2.2 The Contestant also warrants that she is not under contract with any person, firm or corporation that would prevent her from freely appearing, partaking and/or performing the duties of a Miss Soweto, if crowned as such, whether such person, firm or corporation is acting as an agent or acting in any other capacity.
- 2.3 To enter, Contestants must complete the entry form by clicking the link attached to the Miss Soweto 2024 Call to Entry promo advertised on social media including Facebook, Instagram, YouTube and Twitter feed. Participants can also access the entry form by sending 'Miss Soweto' to 073 065 1066 on WhatsApp.
- 2.4 Entries open on 1 August 2024 and close at midnight on 4 September 2024
- 2.5 The Contestant may not without the prior written consent of Pioneer, provide any press release during Miss Soweto/Competition Period.
- 2.6 The Contestant is responsible for all transportation to and from auditions, rehearsals, workshops, the gala event and any other event which requires the contestant to attend or make an appearance relating to Miss Soweto. Furthermore, the contestant undertakes to ensure that any additional costs relating to meals, accommodation, clothing and the like (to the extent applicable) will be for her sole account.

- 2.7 Pioneer and the Event Owner shall in no way be liable for any costs associated with these costs unless specifically agreed by the Other Sponsors and communicated to the Contestant beforehand.
- 2.8 The Contestant warrants that she will be available to attend any required audition, rehearsal, workshop, meeting and or event (“hereinafter referred to as attendances”) which Pioneer requires her to attend. Failure to attend any one of the above, without proper arrangement and permission from The Event Organiser, may, at the sole discretion of the Event Organiser or Judges, lead to disqualification of the Contestant. A proposed schedule of events for the current year will be shared with the Contestant. This schedule is subject to change at the sole discretion of Pioneer and any changes will be communicated to the Contestant as soon as is reasonably possible, but in any case, within at least 7 days prior to the date of the event, if possible.
- 2.9 The Contestant is required to participate in all events of Miss Soweto, as well as all Miss Soweto-scheduled appearances. The Contestant is required to attend to all television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with Miss Soweto scheduled by the Event Organiser. The Contestant accepts that all work product, materials and content created belongs to Pioneer, and shall not have any reimbursement rights or claims in respect of such work product, materials and content.
- 2.10 The Contestant accepts that the decisions of the Judges are final and binding and that no correspondence will be entered into.
- 2.11 The Contestant will not be permitted to drink alcoholic beverages, smoke or use foul language at any time during the Competition Period. The Contestant agrees to participate in a disciplined and diligent manner throughout Miss Soweto and the guidance specified in this paragraph will be applicable to all attendances as well. Failure to comply with this clause can lead to disqualification, which will be at the sole discretion of the judges and Event Organiser.
- 2.12 The Contestant and/or representatives of the Contestants (where applicable) will abide by the rules of Miss Soweto and will not get involved in fighting, disruption or interfering in any program or events in Miss Soweto, start or participate in any abusive behaviour, violence, or other harmful act against the organisers, presenters, sponsors, or any organisation or individual involved in this pageant, or make false accusations of any sort to any person. The Contestant accepts that where there are any issues or concerns, she will discuss these directly with the Event Organisers.
- 2.13 A Contestant, or any individual related to a Contestant, must not approach Judges with the intent to influence or harass. Action of this type will be reported to the Event Organiser and/or Judges and may lead to Contestant being disqualified.
- 2.14 The Contestant understands and hereby agrees that in the event that she is crowned the winner, she will be required to sign a one-year contract with Pioneer, as main sponsors of Miss Soweto. Further that she will be available for all the appearances at all scheduled events in her capacity as brand ambassador and spokesperson of Miss Soweto beauty pageant. She furthermore understands that the inability to fulfil her contract may result in the forfeiture of her title; forfeiture and/or return of all prizes and being replaced for the remainder of the

duration of the contract. Furthermore, the Contestant will be in breach of contract and will be liable for any loss/damage suffered by Pioneer and/or the Event Owner and/or Event Organisers.

The applicant is not required to be in possession of a valid driver's license. However, in the event that the applicant makes it through as a Top 20 Contestant (Finalist), the Finalist is expected to take steps to attain their driver's license.

- 2.15 All images and recordings created or captured during Miss Soweto are the property of the Event Owner and/or Pioneer. By entering Miss Soweto, the Contestant agrees to release any right or claim to such images and recordings, even in the case of disqualification.
- 2.16 The chosen Miss Soweto 2024 must allow a duration of a maximum of up to 12 months to receive all her prizes.
- 2.17 By entering Miss Soweto, the Contestant consents to abide by the terms and condition and the rules of Miss Soweto. Any act considered fraudulent, or detrimental to Miss Soweto will result in legal actions.
- 2.18 If Contestant reaches the final stage of Miss Soweto and is announced as one of the winners of Miss Soweto, and then later relinquishes this position for any reason whatsoever, then she shall return all prizes Pioneer or the Event Owner and/or sponsors. inclusive of any monetary payment which may have been made to the winner. The return of the prizes will be done within 5 days of relinquishing the position and prizes must be returned in the condition in which they were received, fair wear and tear excepted.
- 2.19 The Contestant understands and accepts that winner of Miss Soweto must be confident and an inspirational representation of her community. She must understand the values and the responsibilities of the title. She must have the ability to articulate her ambition and have a concise plan for the development and upliftment of her community. A delegate should demonstrate authenticity, credibility and exhibit grace under pressure.
- 2.20 If the Contestant wins Miss Soweto she will be expected to be entirely dedicated to the service and requirements which come with that title for the entire period of her reign.
- 2.21 **Confidentiality:** The Contestant will regard and retain as confidential and will not divulge to any third party, or use for any unauthorised purposes either during or after Miss Soweto, any proprietary, or confidential information or know-how that the Contestant has acquired during the Competition Period. The Contestant agrees to return to Pioneer, on demand, all such documentation and any other confidential information which may have been acquired during the Competition Period.
- 2.22 **Data Privacy:** By entering and participating in Miss Soweto, the Contestant consents to the transfer, storage and processing of her personal information. The Contestant may withdraw this consent at any time by written notification to the Pioneer: ssaprivacyoffice@pepsico.com. Pioneer and its affiliates will collect and use the personal information listed herein (a) to enable the Contestant's participation in Miss Soweto; (b) for activities related to Miss Soweto; and (c) for the Pioneer's, its affiliates and subsidiaries' marketing purposes. Pioneer will not use the personal information for a different purpose without first obtaining the Contestant's permission. Pioneer keeps personal information to fulfil the purposes for which it was collected or as

required by applicable laws or regulations and Pioneer's privacy policy: <https://ssa.pepsico.africa/privacy-notice>. Save for Pioneer's affiliates and Pioneer's service providers for the fulfilment of (a), (b) and (c), Pioneer will not allow third parties to the personal information. The Contestant further agrees that the personal information may in appropriate circumstances reside outside of South Africa, and the Contestant hereby agrees to the transfer of the personal information to locations outside of South Africa and the use of such personal information in such locations as described in this provision.

- 2.23 **Cancellation and Changes:** Pioneer/Event Organiser may cancel or make changes to Miss Soweto or the Event or the terms and conditions or prizes at any time, where the Pioneer/Event Organiser believes that the change or cancellation is necessary or where things which are outside of the control of Pioneer/Event Organiser happen. Any changes will be posted either by the Event Organiser on a viable platform chosen by Pioneer/Event Organiser. The Contestant will not have any claim against Pioneer/Event Organiser for any cancellation or changes.
- 2.24 **Prize Substitution:** Pioneer/Event Organiser may substitute prizes with similar prizes or with prizes which have a similar cost.
- 2.25 **Technical failures and Unauthorized intervention:** Pioneer or Event Organiser are not responsible for any problems or technical fault of any telephone network, online systems, servers, equipment, software, failure of any e-mail or entry to be received by Pioneer/Event Organiser on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination of these things, including any damage to the Contestant's computer, resulting from your participation Miss Soweto or the Contestant downloading any materials in or for Miss Soweto.
- 2.26 **Indemnity:** To the maximum extent allowed by law, the Contestant indemnifies Pioneer; the Event Owner and Event Organiser; each of their affiliates, associated companies, advertising agencies, advisers, suppliers, and agents against all claims, damages or losses resulting from the Contestant's participation in Miss Soweto, even where arising from negligent acts or omissions of Pioneer; the Event Owner and Event Organiser.
- 2.27 **Jurisdiction and Choice of law:** These terms and conditions are governed by the laws of South Africa. Contestants consent to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) for all matters which are connected to these terms and conditions.
- 2.28 These rules are obtainable on White Star's website – the URL being <https://whitestar.africa/> and on White Star's WhatsApp line at 073 065 1066.