Woman of Achievement TITLEHOLDER OBLIGATIONS:

There are the terms and conditions of the State & National Titleholder's Agreement. By accepting a State, Regional, National or International Title with Woman of Achievement Sash and Crown Titleholder Agrees & Understands:

- 1. All titles awarded are to represent your home state, city, region, or country. You may use your sash and crown in your personal travels for any personal appearances you may wish to attend throughout the one-year period which commences at the time your personalized regalia (sash and crown) have been ordered and shipped. Please notify the pageant 48-72 hours before making an appearance to get approval for media purposes. (We prefer 1-2 weeks-notice before you represent us in the regalia at events). Please avoid attending partisan events, political events and polarizing events in crown and sash. We are non-partisan in nature and prefer you attend pageant industry events and events benefiting your platform, sister queens, and causes non-partisan in nature.
- 2. Reserving your title will always include an ad in the National/State/International program but reserving a title is not a requirement for attending a National, State, or International convention or competition. Title payments relate to holding the title in a contestant's region but are not contingent on a contestant competing at Nationals. While all delegates are invited to Nationals and International competition, and encouraged to do so, participation is not mandatory. All travel and hotel arrangements to compete at a higher level or to make inter-state, intrastate and International travel for your title, are done at contestant's own cost and at her own risk. Pageant is not responsible for accidents that may occur doing any appearance scheduled whether in her home state or country or competing at any of the WOA events, travel to and from the event, illness, postponements, sponsor delays or sponsors lack of committed fulfilments, or the unlikely cancellation of any event due to any emergency hotel closures, medical emergencies, civil unrest, martial law, pandemic, or other force majeure. In such unlikely case that a pageant gets cancelled due to no fault of its own, all monies paid by contestant will be applied to any new dates for the National/International event and the titleholder will be allowed to continue to hold her title and make appearances in her own region for the full year after receipt of her sash and crown whether she attends to go to the newly scheduled event. Per pageant industry standard, and as stated on the website, all fees are non-refundable but are transferrable to the next calendar eligible event within that year, or, in the alternative, may be transferred to an approved substituted delegate that pageant approves to attend in contestant's place.

- 3. As such state or regional or U.S. titleholder, contestant agrees to promote the Woman of Achievement® Pageants to all potential sponsors and contestants while at appearances, and in media, or if asked about her title or sponsorship inquiries, to send the pageant office the name and number of the person inquiring (or business card) of such.
- 4. She agrees to inform the pageant in advance of any & all appearances she will be making **before they occur via email or direct phone call to the pageant office** so that the WOA Organization is aware of queen's appearance schedule in case we are contacted by the media during or after such appearances. <u>If Contestant's appearances are emailed and she does NOT hear back from the pageant office she is free to make all such appearances that have been emailed to the pageant office.</u>
- 5. Titleholder agrees she will not knowingly or intentionally engage in nude or lascivious media and agrees not to pose nude in state crown or sash during her year or afterwards—so as not to tarnish the brand of Woman of Achievement.
- 6. She agrees that she will not wear crown or sash after her year of service for photography, media, or any event without express written agreement from the pageant office. (Contact pageant office for details).
- 7. She agrees that she will not enter any other pageant, competition or compete for any other titles during her reign (*Term of Service*) unless receiving written approval from the pageant office.
- 8. That as a regional or STATE or NATIONAL TITLEHOLDER in Woman of Achievement, she is the Spokesperson and often Recruiter for the Woman of Achievement Pageants® during her reign. She agrees to give her time and energy to this pageant title and this pageant system only during her reign. This includes not starting another pageant, not accepting a title with another pageant, and not advertising another pageant system on her Social Media or through email during her year with Woman of Achievement. This is to prevent trademark or brand confusion. If she promotes another title, joins another system, or starts her own program of a similar nature, she will be subject to relinquish her title immediately. This includes forfeiture of any monies not yet received in winnings by Titleholder, a surrender of her sash and crown. If she promotes or competes in another pageant during her reign of one year without express written acceptance by the pageant, she agrees to return her crown and sash within 14 days and pay Woman of Achievement a \$1,000 fine. All fees, regalia and gifts are to be returned within 30 days of request letter postmark by the pageant.
- 9. She agrees that if she should win a National Title, she will take an official 300 dpi or greater HIGH-DEFINITION PHOTO in National crown and sash with full hair and professional makeup and deliver it to the pageant office within 40 days of her crowning so that the pageant may use it throughout her year for publicity purposes. We provide a studio here in CA whereby this can be done for free, OR she may choose another studio of her choice. State/regional/country delegate hereby releases the pageant by signing this contract to use her likeness in film and video and photography for publicity

- during their year of service and for publicity for future events. <u>Titleholder agrees not give any written or verbal endorsement or testimony for any product, service, or charitable organization as a National Titleholder during her year without prior written consent from the Woman of Achievement® Pageant Office.</u>
- 10. Contestant agrees to return to the national pageant after her year *Term of Service* to crown her successor and make herself available for appearances, attending events, media, etc. during the year whenever possible and during the pageant weekend where she will crown her successor. She also agrees to add at least one (1) delegate during her year of service to Woman of Achievement due to her many appearances and promoting the system and her platform to collect on final year-end monies due to her by the Pageant and/or sponsors.
- 11. If Delegate wins an International or National Title with Woman of Achievement, she agrees to make at least 2 postings on her Social Media per month to promote Woman of Achievement. Failure to promote or show on her personal social media that she is affiliated with Woman of Achievement will be reviewed after her first 90 days. If delegate does not post regularly in the first 90 days of holding her title (at least 2) postings per month), we will review offering the title to her closest runner up. Postings can be media/radio interviews where she mentions her title and the rest can be online posts through Instagram, Facebook, LinkedIn, Twitter, etc. Please notify or tag pageant in all such posts with the #WOA2021 hashtag or by tagging pageant or director personally in such post. Please make such posts public posts so others may "share" them. Appearances can also include (when we can do so) visiting a Senior Citizen's Home, visiting schools, any media interviews, attending a local pageant in sash and crown, any appearance she deems necessary that fits with opportunities in her regional area benefitting her platform, pageantry and/or other community promotional events provided she has safety clearance for following health and local guidance. Contestant agrees to send via email or call to notify the Organization with her scheduled appearances and/or Social Media posts considering safety concerns.
- 12. Contestant agrees that she is a natural born female at birth.
- 13. Contestant agrees to conduct herself with dignity and decorum on any public Twitter, Facebook, or Instagram account, but also on her private social media during her year as our titleholder. Any bullying, drunkenness, illegal or nudity or repeated lasciviousness will be cause for immediate dismissal from her title, and immediate return of her crown and sash within 14 days.
- 14. Contestant agrees to provide the Woman of Achievement Pageant with photocopies of articles pertaining to her reign and pictures of each appearance in electronic format as specified by the Woman of Achievement for the pageant history scrapbook and for promotional purposes when possible as soon as possible.
- 15. Titleholder agrees to upkeep her social media postings if she starts a page as a Public Figure on Facebook, Twitter, Website, etc. and if selected as a NATIONAL or as a STATE WINNER, to contact the Woman of Achievement Pageant office by phone in a live person to person call and speak with Director verbally a minimum of (1) time

per month for updates. All contestants agree to return all calls or communication from the pageant office in the same manner it was received within 72 hours of pageant Director, production staff, office staff or Legacy Queen contacting her or risk forfeiture of her title if problem persists. As we have sponsors and last-minute media opportunities—it is imperative that you return pageant calls quickly (within 1-3 days, preferably the same day but no later than 72 hrs. from receiving the call unless it is an emergency).

- 16. Titleholder agrees, if she wins, to make herself available at the pageant's request, for promotional publicity, photo & video shoot, meeting sponsors, dignitaries, etc. before she leaves the National Pageant venue during the National Pageant or International weekend unless prior travel arrangements have been made which preclude this.
- 17. Titleholder agrees not to smoke in sash or crown or show drinking or smoking on her personal or public social media pages during her reign in sash and crown. Titleholder agrees to act in a manner that is publically acceptable as a role model during her year as it pertains to public safety, laws of the land, and public social media postings. She agrees to be kind and not use profanity on her social media (both personal and professional Social Media pages). Any bullying of a person or organization or profuse, consistent profanity on her social media (personal or professional) will not be acceptable and can be a cause for return of regalia. If regalia is not received within 30 days of notice of termination by the organization, delegate agrees to pay a \$400 fine to replace such regalia if it is not received within one month of stepping down.
- 18. She agrees to maintain a Facebook page during her year to comment on the Social Media of the pageant and newcomers into the program in the Delegate Page and for her to post any appearances. All public pages must denote her YEAR on the page. As in: "2021 Ms. New Mexico WOA"
- 19. Titleholder agrees to be supportive of her sister queens and create a safe place verbally and otherwise for friendship, achievement, and growth at the National and International Pageant Leadership Weekend.
- 20. All decisions of the judges are final and if a state or National Titleholder agrees to not to post denigrating or negative media (including slander of sister delegates, the pageant or pageant directors, vendors, judges, or staff) anywhere including, but not limited to forums, social media, internet, voy boards, etc. she will be subject to immediate termination.
- 21. Any state or National Queen who does not honor commitments to the pageant vendors, sister queens, sponsors, or in general, does not honor financial or appearance obligations to the pageant and its sponsors and delegates may be subject to dismissal at the pageant's discretion.
- 22. Any *legal* disputes will be first dealt with first: through a meeting of the pageant Advisory Board, then, through a pageant mediator to commence within 40 days if the issue cannot be handled among parties. All disputes will be solved through mediation unless they involve slander. All decisions of the judges are final. By signing below, contestant agrees to make appearances in the country and travel and compete at her

- own risk and to hold the pageant, its owners, sponsors and vendors and venue harmless while participating in any pageant activities in her state or at National or International competitions during her reign.
- 23. Titleholder agrees to arrive in a timely manner to pageant events, rehearsals and sponsor's events and any event where she is asked to represent Woman of Achievement (arrive in full professional makeup and hair as appropriate to a pageant queen and the event) wearing attire as fits that event, and to remain drug-free and alcohol free at all appearances unless an exception is made prior to such event by the pageant.
- 24. Per industry standard, there are no pageant refunds of any deposits. Once a title is reserved for a country, state or region, contestant recognizes that others will them be turned down who wish that title. Whether paid by credit card or cash or PayPal, contestant hereby agrees that her sash is a **custom order** and once payments are made to order the sash **these cannot be returned or re-used** as these are custom for her particular year, therefore there are no refunds once production has started and title has been reserved.
- 25. If an act of God, environment, illness, medical emergency, natural disaster, *force majeure*, pandemic restriction, or other situation precluding participation occurs, contestant agrees to hold harmless the pageant and its staff and pageant agrees contestant can attend the following year's event and apply her fees to that event or may designate an approved contestant to compete in her place. If, in the unusual event that pageant is forced to change the date of its event all fees will be applied to the new date and contestants' deposits will carry over to the new date.
- 26. Contestant agrees she is in good health, does not have a temperature, cough, a Covid-19 diagnosis in the last 2 weeks, or any health issues of concern, and agrees to always keep safe distances at the pageant venue and while in public places at the event. She holds harmless the pageant, its staff, vendors, etc. if she were to become injured or ill while voluntarily competing at Nationals. She agrees she is entering the competition at her own risk. Contestant also consents to potential temperature checks by pageant upon entering the main ballroom on certain days.
- 27. THIS CONTRACT CANNOT BE MODIFIED WITHOUT WRITTEN CONSENT SIGNED BY THE PAGEANT and TITLEHOLDER. Any such Agreements/Addendums/Clauses can be attached hereto.

AGREED TO AND SIGNED by both parties this day of _	, 2021:
DATED: INT'L APPLICANT:	
DATED: DIRCTOR of Woman of Achievement: _	