

## Terms and Conditions - 2023 Business Booster Pitch Competition

The 2023 Business Booster Pitch Competition (“**Competition**”) is subject to these terms and conditions. By participating in the Competition, you agree to be bound by these terms and conditions.

### The Promoter

1. The Competition is being run by Inspiring Rare Birds Pty Ltd ABN 88 169 211 143 (“**Rare Birds**”) and sponsored by Uber Australia Pty Ltd ABN 49 160 299 865 (“**Uber**”).

### Eligibility and rules of participation

2. Entry is only open to individuals aged 18 years or over who have participated in the Business Booster program between December 2022 and April 2023, as run by Rare Birds and sponsored by Uber (“**Program**”), and who have successfully completed all 9 online business masterclasses as part of the Program. Employees (and their immediate families) of Rare Birds or Uber are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. The Competition commences at 12.01AM (AEST) on 5 April 2023 and ends at 18:00 (AEST) on 11 May 2023.
4. To enter the Competition, you must submit a video of your pitch for funding to launch your business idea or grow your business (which must be a business idea or business you worked on as part of the Program) (“**Business**”) to Rare Birds by 23:59 (AEST) on 17 April 2023, which meets all of the following requirements:
  - 4.1. Videos must be uploaded in mp4 file format to a secure Google Drive folder accessed using your unique link from Rare Birds (shared with you prior to the start of the Competition).
  - 4.2. Videos must be no longer than 3-5 minutes long.
  - 4.3. Videos must be presented in English. If you are not confident presenting in English, you may have someone else (who must be 18 years or older) help present your pitch. However, the content of the pitch presentation must be your own work.
  - 4.4. Videos must be created and owned by you and reflect your own work. The content must not:
    - 4.4.1. be copied;
    - 4.4.2. contain anything you do not have permission to use or that violates another person’s rights (including with respect to privacy or intellectual property rights) or any applicable laws; or
    - 4.4.3. contain any offensive, distasteful, defamatory, dangerous, obscene or inappropriate language or materials.

Videos should also follow any guidelines provided by Rare Birds. Only 1 video may be submitted per entrant. Videos that do not meet the above criteria, or that are late, incomplete or unintelligible, will not be considered. No deadline extensions will be available.

### **Judging criteria and prizes**

5. This is a game of skill; chance plays no part in how a winner is determined in the Competition.
6. All entries will be reviewed and judged as follows:
  - 6.1. all valid entries will be reviewed by Rare Birds between 18 - 24 April 2023 based on the following criteria ("**Judging Criteria**"):
    - 6.1.1. CLARITY: How clearly you express the information and ideas about your Business, including how much funding you require and why, and the potential impact of investment to the Business.
    - 6.1.2. BUSINESS POTENTIAL: How well-researched and strong your Business idea and model are, demonstrating market need and linking to a vision and purpose. How likely it is that your Business has the potential to scale, based on your financials, business model and roadmap.
    - 6.1.3. LEADERSHIP & PASSION: How well your pitch demonstrates your skill, knowledge, drive and commitment to succeed.
    - 6.1.4. APPLYING LEARNINGS: Evidence that you have applied knowledge acquired during each masterclass in the Program.
  - 6.2. based on its review, Rare Birds will provide up to the top 20 entries to Uber on or around 24 April 2023;
  - 6.3. Rare Birds and Uber will then determine up to 10 top entries, and Rare Birds will invite those shortlisted entrants to present their pitches in Sydney on or around 11 May 2023 ("**Judging Event**") to a panel of judges appointed by Rare Birds and Uber ("**Panel**"), for the opportunity to win grant funding for their Business. The majority of judges on the Panel will be people who are not employees of Uber. The shortlisted entrants will be invited to the Judging Event via email on or around 30 April 2023, and will be required to confirm their attendance within 48 hours of receiving their invitation. If a shortlisted entrant is unable to attend in person, they will be able to present their pitch via live video-conference. Participation in the Judging Event (whether in person or via video-conference) is optional, but if a shortlisted entrant chooses not to participate (or cannot be contacted or does not confirm their attendance within the required time), they will not be eligible to receive any grant funding under the Competition and Rare Birds may select another entrant to take their place;
  - 6.4. The Panel will judge each shortlisted entrant's live pitch against the Judging Criteria on or around 11 May 2023 at Sydney, and determine the final winners and allocation of grant funding (each a "**Grant**"). The Panel may judge additional reserve entries in case an invalid entry or ineligible entrant is determined as a winner.

7. Live pitches must be presented in English and be no more than 5 minutes long. If an entrant does not feel confident presenting in English, they may have another person (who must be 18 years or older) attend the Judging Event via video-conference to help present their pitch.
8. There will be up to 10 winners and a total prize pool of A\$100,000 in grant funding to be won under the Competition. The entrant who delivers the best pitch presentation will be eligible to receive up to A\$50,000 in grant funding for their Business. The winners and specific allocation of grant funding will be determined by the Panel in its sole discretion, based on the Judging Criteria.
9. To the extent permitted by law, Rare Birds reserves the right to replace any or all prizes with prizes of equal or greater value. Grants are not exchangeable for any other prize or transferable to any other person (other than the legal entity through which a winner runs their Business).
10. Rare Birds reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age) and reserves the right, in its sole discretion, to disqualify any individual who it or Uber has reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper conduct that could jeopardise the fair and proper conduct of the Competition or the objectives of the Program. Failure by Rare Birds to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. If there is a dispute as to the identity of an entrant, Rare Birds reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The winners will be notified on the day of the Judging Event either in person or via video-conference (as applicable), and their name will be published on uber.com on or after the date of the Judging Event.
13. The Panel's decision is final and no correspondence will be entered into.

### **Costs and expenses**

14. If you are invited to attend the Judging Event, and wish to attend in person but reside outside of New South Wales, Rare Birds or Uber will arrange and pay for your return domestic flights to/from Sydney for the Judging Event. You agree to provide all necessary details to facilitate the booking of your flights. No travel or other costs will be covered for participation in the Competition except for those expressly mentioned in these terms and conditions.
15. You are solely responsible for all costs, debts and expenses (including taxes) incurred in connection with participation in the Competition or receipt of any Grant. You confirm that you have been afforded the opportunity to obtain independent legal advice as to the nature and effects of these terms and conditions and of receiving any Grant.

### **Grant conditions and record-keeping**

16. You must ensure that your Business operates in compliance with all applicable laws and is covered with an appropriate level of insurance (commensurate with the nature and type of business operations) at all times. If you win a Grant, you agree to use it to support and develop or enhance your Business.
17. Rare Birds will arrange payment of each Grant to the relevant winner, on Uber's behalf, by electronic funds transfer to the winner's nominated bank account. Payment of any Grant will be made on or before 30 June 2023, subject to the winner confirming their bank account details and Australian Business Number (ABN) associated with their Business. Winners are responsible for providing complete and accurate details. Neither Rare Birds nor Uber will be responsible for correcting any payments made where incorrect details are provided.
18. Each winner must keep records of: (a) expenditure of the Grant (e.g. tax invoices) and (b) the impact of the Grant in supporting and enhancing their Business, and must provide a copy of these records to Rare Birds or Uber on request, along with any other documentation or information that Rare Birds or Uber may reasonably request for tax purposes.

#### **Public communication of Grant and acknowledgements**

19. A winner may acknowledge Uber's support, and their receipt of a Grant, in public-facing material, provided the winner seeks Uber's prior written approval of any such acknowledgement and uses a form of acknowledgement specified by Uber if required (acting reasonably).
20. You acknowledge and agree that:
  - 20.1. your participation in the Competition, and receipt of any Grant (if awarded) does not create any joint venture, partnership, employment, fiduciary or agency relationship between you (or your Business) and either Uber or Rare Birds; and
  - 20.2. you do not have any authority to incur any liability or make any representation on behalf of Uber or Rare Birds.

#### **Intellectual property rights and rights releases**

21. Your submitted video may contain you or another person's name, likeness, image, voice, and other content created by you. You grant to Rare Birds and Uber, and each of their respective affiliates, a worldwide, unlimited, royalty-free, transferable licence to use your submitted video and any content contained in your video, in any media, for the purposes of this Competition, promoting the Business Booster program or other marketing purposes.
22. You confirm that any other person involved in your video has provided all rights, permissions, consents and moral rights' waivers necessary for the grant of the licence under clause [21].

23. If you are invited to attend the Judging Event, you acknowledge that Rare Birds, Uber and/or any third parties engaged by them may take photographs, video and/or audio recordings of you and anyone else involved in presenting your pitch (“**Recordings**”). You consent (and confirm that anyone else involved in presenting your pitch consents) to:
- 23.1. the making of the Recordings during the Judging Event;
  - 23.2. the use of the Recordings by Rare Birds or Uber, whether in its original form or edited, and on any media, for the purposes of promoting the Business Booster program or other marketing purposes; and
  - 23.3. Rare Birds or Uber doing anything that would infringe any moral rights (as defined in the *Copyright Act 1968* (Cth)) that you (or anyone else involved in presenting your pitch) may have in the Recordings.
- You acknowledge and agree that participation in the Judging Event may be subject to you signing a deed of release before the Judging Event to confirm the above matters.

### **Data privacy**

24. All personal information provided by you in connection with the Competition will be used by Rare Birds and Uber to facilitate the Competition, and for related promotional purposes. For these purposes, Rare Birds and Uber may disclose your personal information to their respective affiliates and other third parties, who may be located in Australia or other countries (including the United States). If you do not provide any personal information as requested, you may not be able to participate in the Competition.
25. Any personal information collected by Rare Birds or Uber in connection with the Competition will be handled in accordance with the *Privacy Act 1988* (Cth) and their respective privacy policies, which can be viewed at <https://www.inspiringrarebirds.com/our-privacy-policy/> (Rare Birds) and <https://www.uber.com/legal/en/document/?name=privacy-notice&country=australia&lang=en> (Uber). Each privacy policy contains information about how applicants may opt out, access, update or correct their personal information, or complain about a breach of any applicable privacy laws and how those complaints will be dealt with.

### **Changes and limitation of liability**

26. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Rare Birds or Uber, including due to technical difficulties, unauthorised intervention or fraud, Rare Birds reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition.
27. Nothing in these terms and conditions limits, excludes, modifies or purports to limit, exclude or modify any consumer guarantees or other consumer rights that cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or other applicable laws. To the maximum extent permitted by law, neither Rare Birds nor Uber will be liable for any loss (including indirect, incidental, special or consequential loss), damages or expenses that you or any third party may suffer or incur as a result of, or in connection with your participation in the Competition or receipt of any Grant (if awarded).

28. There is no legal right to participate in the Competition. Neither Rare Birds nor Uber is responsible if you are unable to participate in the Competition for any reason.

### **General**

29. If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected.
30. These terms and conditions will be governed by and construed in accordance with the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State.
31. The latest version of these terms and conditions will be available on Rare Birds' website. For questions regarding these terms and conditions or the Competition, please contact Rare Birds General Manager, Sarah McLachlan [sarah@inspiringrarebirds.com](mailto:sarah@inspiringrarebirds.com)