



Terms and Conditions - 2025 Business Booster Video Pitch Competition

The 2025 Business Booster Video 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 2025 Business Booster program (available between from 1 June 2025 until 30 November 2025), as run by Rare Birds and sponsored by Uber (“**Program**”), and who have completed a minimum of 2 of the 8 available course modules under the Program.

- 2.1. 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 (AEDT) on Saturday, 01 November 2025 and ends at 12:00PM midday (AEDT) on Monday 8 December 2025.
4. To enter the Competition, you must submit one (1) video of your pitch for funding to launch your business idea or grow your business (“**Business**”) to Rare Birds (“**Video**”) by 11:59AM (AEDT) on Monday, 8 December 2025, which meets all of the following requirements:
 - 4.1. The Video must be uploaded in mp4 file format to a secure Google Drive folder accessed using your unique link from Rare Birds (shared at the start of the Competition, within the Business Booster program community page).
 - 4.2. The Video must be no longer than 5 minutes long.
 - 4.3. The Video 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 in the Video must be your own work.
 - 4.4. The Video 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.

The submission should also follow any further guidelines provided by Rare Birds. For the avoidance of doubt, only one (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. Only submissions received via the entry form will be reviewed. No other materials will be considered as part of the submission.

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 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 through the masterclass content of the 2025 Business Booster Program.
 - 6.2. based on its review, Rare Birds will provide up to the top 30 entries to Uber on or around Friday 16 January 2026;
 - 6.3. Rare Birds and a selection of judges appointed by Rare Birds and Uber (“**Panel**”) will judge each shortlisted entrant’s pitch against the Judging Criteria on or around Monday 19 January 2026, and determine the final winners and allocation of grant funding (each a “**Grant**”) on or around Friday 30 January 2026.
7. There will be a total prize pool of A\$50,000 in grant funding to be won by winners under the Competition (“**Total Grant** ”). The allocation of the Grant will be divided as follows:
 - 7.1. First place winner will receive \$25,000 of the Total Grant.
 - 7.2. Second place winner will receive \$15,000 of the Total Grant.
 - 7.3. Third place winner will receive \$10,000 of the Total Grant.

The specific allocation of the Grant (see as set above in 7.1-7.3) may be subject to change as determined by the Panel in its sole discretion, based on the Judging Criteria.

8. 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).
9. 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.
10. 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.
11. The winners as set out in 7.1-7.3 above will be notified via mobile or email, and their name will be published on uber.com/businessbooster on or after the announcement of the competition winners.
12. The Panel's decision is final and no correspondence will be entered into.

Costs

13. 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

14. 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.
15. 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 31 March 2026, 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.
16. 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

17. 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).
18. You acknowledge and agree that:
 - 18.1. 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
 - 18.2. 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

19. 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.
20. 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 19.

Data privacy

21. 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.
22. 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

23. 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.
24. 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).
25. 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

26. 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.
27. 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.
28. 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 CEO, Jo Burston: jo.burston@inspiringrarebirds.com