

TERMS & CONDITIONS

PITCH IN THE Paddock 2027

1. These Terms and Conditions govern participation in **Pitch In The Paddock 2027** ("the program"), an initiative of **Beef Australia Limited**.

They set out the eligibility requirements, application process, assessment and judging arrangements, participant obligations and other conditions that apply to the Program.

Applicants should read these Participation Terms & Conditions together with the Pitch In The Paddock 2027 Prospectus before applying.

Where there is any inconsistency between the Prospectus and these Participation Terms & Conditions, these Participation Terms & Conditions prevail.

2. Definitions

For the purposes of these Terms and Conditions:

- Applicant means an individual, business, organisation or other legal entity submitting an application to participate in Pitch In The Paddock 2027.
- Application means the completed application submitted through the official Pitch In The Paddock 2027 application process, including all required supporting information.
- Assessment Criteria means the published criteria used by the Assessment Panel to evaluate eligible Applications.
- Assessment Panel means the panel appointed by Beef Australia to assess eligible Applications and recommend finalists.
- Beef Australia means Beef Australia Limited (ABN 34 111 657 160), the owner and administrator of Pitch In The Paddock 2027.
- Commercial Readiness Program means the online program that Finalists must participate in;
- Competition Judging Panel means the panel appointed by Beef Australia to judge the Finalists' live pitches and determine the winner(s) of Pitch In The Paddock 2027.
- Eligibility Review means the administrative review undertaken by Beef Australia to confirm that an Application satisfies the eligibility requirements and submission requirements of the Program before assessment.
- Finalist means an Applicant selected to participate in the Pitch In The Paddock 2027 Program.
- Participant means an Applicant or Finalist participating in the Program.
- Prospectus means the Pitch In The Paddock 2027 Prospectus published by Beef Australia.



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- Program Delivery Partner means third party engaged by Beef Australia to assist with administering or delivering the Program, including application administration, assessment support, finalist development, communications, introductions or related activities.
- Program Materials means the Prospectus, Eligibility Guide, Assessment Criteria, FAQs, Program website and any finalist or competition instructions expressly identified by Beef Australia as applying to the Program.
- Terms and Conditions means these Participation Terms & Conditions

3. Program Overview

Pitch In The Paddock is Beef Australia's premier innovation program designed to identify and showcase innovative products, technologies and services with the potential to create value for Australia's beef industry.

The Program provides innovators with an opportunity to present their solution to industry leaders, producers, investors and commercial partners as part of Beef 2027.

The program consists of several stages:

- 1.Applications open
- 2.Applications undergo an Eligibility Review
- 3.Eligible Applications are assessed against the published Assessment Criteria by the Assessment Panel.
- 4.Up to ten (10) Finalists are selected
- 5.Finalists participate in the online Commercial Readiness Program, including required 1:1 and group activities, development sessions and pitch preparation.
- 6.Finalists present their innovation during the live Pitch In The Paddock event at Beef 2027.
- 7.The Competition Judging Panel determines the winner(s).

Further information about the Program, including key dates, finalist benefits, the assessment Criteria and other operational details, will be published by Beef Australia in the Program Materials.



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4. Eligibility

To be eligible to participate in Pitch In The Paddock 2027, Applicants must satisfy all of the following requirements:

4.1. Eligibility Requirements

Applicants must:

- hold a current Australian Business Number (ABN) and be registered in Australia or have a principal place of business in Australia, and be actively developing or bringing the innovation to market in Australia;
- develop a product, technology, service, platform or business model with a clear and credible use and potential benefit for Australia's beef industry or supply chain;
- have progressed beyond an untested idea and provide evidence such as a working prototype, validated proof of concept, trial results, documented customer testing, a pilot agreement, completed research with a commercial pathway or an early paying customer;
- have not completed a Series A or later investment round;
- have raised no more than \$5 million in external equity or convertible investment. Founder contributions, ordinary business debt and competitive grants are excluded from this limit;
- have no more than 20 full-time equivalent team members, including contractors who operate as part of the core team;
- be actively seeking customers, pilots, partnerships, investment, market entry or growth and identify a clear outcome or "Ask" from participating in the Program;
- if applying as a research team, have moved beyond basic research with a clear pathway to a new business, licence or commercial partnership and appropriate authority to use the relevant intellectual property;
- if applying as an established business, apply only with a genuinely new and distinct innovation that remains early in market development and meets the same funding, team-size and readiness requirements;
- nominate a founder, senior leader or authorised representative who can participate in the Commercial Readiness Program, attend required Program activities and pitch in person at Beef 2027 in Rockhampton; and
- submit a complete and accurate Application on time, agree to these Terms and Conditions, be solvent and comply with relevant laws, approvals and Program requirements.



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For clarity, an Applicant is not eligible if it does not meet all of the requirements above, including where the innovation remains an untested idea, the Applicant exceeds the published funding, team-size or investment-stage limits, an established business is seeking primarily to promote an existing product or service, relevant research lacks a credible commercial pathway or appropriate intellectual property authority, or the nominated representative cannot participate as required.

4.2. Eligibility Review

Beef Australia or its Program Delivery Partner may conduct an eligibility review after an Application is submitted to confirm that it satisfies the published eligibility and submission requirements.

Beef Australia may request additional information from an Applicant where clarification is required to determine eligibility.

Applications that do not satisfy the eligibility requirements or are incomplete may be deemed ineligible and will not proceed to assessment. A decision regarding an Applicant's eligibility is final.

Eligibility does not guarantee selection as a Finalist. Eligible Applications will proceed to assessment in accordance with the published Assessment Criteria.

5. Application Process

5.1 Submission of Applications

Applications must be submitted by following the official Pitch In The Paddock 2027 application process before the published closing date. Late Applications may not be accepted unless otherwise determined by Beef Australia. Applicants are responsible for ensuring their Application is complete and submitted by the closing date.

5.2 Application Requirements

Applicants must provide all information requested as part of the application process, including any supporting documentation specified in the Application Form.

By submitting an Application, the Applicant confirms that:

- The information provided is true, accurate and complete to the best of their knowledge;
- They are authorised to submit the Application on behalf of the Applicant, where applicable;
- They have read and agree to these Participation Terms & Conditions; and
- They acknowledge that submission of an Application does not guarantee selection as a Finalist.



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5.3 Request for Further Information

Beef Australia or its Program Delivery Partner may request additional information or clarification to assist with the Eligibility Review or Assessment Criteria.

Applicants must provide any requested information within the timeframe specified by Beef Australia.

Failure to provide requested information may result in the Application being deemed ineligible or not proceeding to assessment.

5.4 Withdrawal of Applications

An Applicant may withdraw their Application at any time by providing written notice to Beef Australia.

Where an Applicant withdraws after being selected as a Finalist, Beef Australia reserves the right to select an alternative Finalist or continue the Program with fewer Finalists.

Where an Applicant withdraws after being selected as a Finalist, Beef Australia reserves the right to select an alternative Finalist or continue the Program with fewer Finalists.

6. Assessment Process

6.1 Assessment of Eligible Applications

Only Applications that successfully complete the Eligibility Review will proceed to assessment. Eligible Applications will be assessed in accordance with the published Assessment Criteria by Beef Australia, its Program Delivery Partner, the Assessment Panel or a combination of them as determined by Beef Australia.

The Assessment Criteria will be published by Beef Australia on the Program website. Detailed criteria weightings and assessment guidance may be updated or clarified before assessment commences, with the current version made available to Applicants.

6.2 Assessment Panel

The Assessment Panel will comprise individuals appointed by Beef Australia with relevant industry, commercial, investment, research or innovation expertise.

Assessment Panel members will review and moderate Applications in accordance with the published Assessment Criteria and any assessment guidance issued by Beef Australia.. Beef Australia may appoint additional assessors or replace Assessment Panel members where required.



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6.3 Selection of Finalists

Following completion of the assessment process, the Assessment Panel will recommend Applications for selection as Finalists.

Beef Australia will determine the number of Finalists, having regard to the recommendations of the Assessment Panel and the operational requirements of the Program.

Selection as a Finalist is at the discretion of Beef Australia.

6.4 Notification

Applicants will be advised of the outcome of their Application following completion of the assessment process.

Beef Australia may, at its discretion, provide feedback to unsuccessful Applicants.

6.5 Decisions

The decisions of Beef Australia regarding eligibility, assessment outcomes and the selection of Finalists are final.

Beef Australia is not required to reconsider or enter into correspondence regarding an eligibility, assessment or selection outcome.

Finalist Participation

7.1 Acceptance of Finalist Status

Applicants selected as Finalists will be notified by Beef Australia and must confirm their acceptance of a place in the Program by the date specified in the notification.

If a Finalist does not accept their place within the requirement timeframe, Beef Australia may withdraw the offer and select an alternative Finalist.

7.2 Participants Requirements

Finalists are expected to actively participate in the Program, including:

- Participating in the online Commercial Readiness Program, including required individual 1:1 and group activities, development sessions and pitch preparation notified by Beef Australia or its Program Delivery Partner;
- Providing information, images and promotional material reasonably requested by Beef Australia or its Program Delivery Partner;
- Preparing and delivering a live presentation as part of Pitch In The Paddock 2027 at Beef 2027; and
- Complying with any reasonable directions issued by Beef Australia or its Program Delivery Partner relating to the Program.



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7.3 Finalist Benefits

Subject to these Terms and Conditions, Finalists will receive the benefits described in the Prospectus.

These benefits may include participation in the Commercial Readiness Program, selected introductions, event access, networking, promotional opportunities and other Program activities.

Beef Australia reserves the right to amend Finalists benefits where reasonably necessary, provided any changes do not materially alter the intent of the Program.

7.4 Withdrawal by a Finalist

A Finalist who is unable to continue participating in the Program must notify Beef Australia as soon as reasonably practicable.

Where a Finalist withdraws before the live event, Beef Australia may appoint an alternative Finalist or continue the Program with fewer Finalists.

7.5 Removal of a Finalist

Beef Australia may remove a Finalist from the Program if the Finalist:

- No longer satisfies the eligibility requirements;
- Provides false or misleading information;
- Breaches these Terms and Conditions;

- Engages in conduct that may adversely affect the reputation, integrity or safe operation of the Program or Beef Australia; or
- Fails to participate in the Program as reasonably required.

Before removing a Finalist, Beef Australia will, where practicable, provide the Finalist with an opportunity to respond to the relevant concerns within seven days .

The decision of Beef Australia is final.

8. Live Competition and Judging

8.1 Live Presentations

Finalists will present their innovation during the Pitch In The Paddock event at Beef 2027.

Beef Australia will provide Finalists with information regarding presentation format, duration, judging requirements, timing, venue arrangements and any preparation activities before the live competition.

Finalists are responsible for ensuring they are prepared to deliver their presentation in accordance with the requirements notified by Beef Australia or the Program Delivery Partner.



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8.2 Competition Judging Panel

The live competition will be judged by the Competition Judging Panel appointed by Beef Australia.

Judges will be selected based on their relevant industry, commercial, investment, research or innovation expertise.

Beef Australia may appoint replacement or additional judges if required.

8.3 Judging Criteria

The Competition Judging Panel will assess Finalists against the Pitch In The Paddock 2027 Judging Criteria published by Beef Australia before the live competition.

The Judging Criteria may consider factors including:

- Innovation;
- Relevance to Australia's beef industry or supply chain;
- Commercial potential;
- Market readiness;
- Presentation effectiveness; and
- The Applicant's proposed "Ask"

The detailed Judging Criteria and any competition instructions will be made available to Finalists before they present and may be updated or clarified by Beef Australia of the Program Delivery Partner where reasonably required.

8.4 Determination of Winners

The Competition Judging Panel will determine the winner(s) of Pitch In The Paddock 2027.

The decisions of the Competition Judging Panel are final.

No correspondence will be entered into regarding judging outcomes.

8.5 Announcement of Winners

Winner(s) will be announced at the conclusion of the live competition or at another time determined by Beef Australia.

Beef Australia may publish the names, organisation details and innovation summaries of Finalists and winner(s) for promotional purposes.

8.6 Prizes

The overall winner is selected by the Competition Judging Panel will receive a cash prize of \$10,000. Beef Australia will also award a People's Choice Award determined through an audience voting process. The prize associated with the People's Choice Award, and any additional prize conditions, will be published by Beef Australia before the live competition.



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9. Intellectual Property and Use of Information

9.1 Ownership of Intellectual Property

Applicants retain ownership of all intellectual property rights in their innovation, Application materials and presentation content. Nothing in these Participation Terms & Conditions transfers ownership of an Applicant's intellectual property to Beef Australia.

9.2 Licence to Beef Australia

By submitting an Application, Applicants grant Beef Australia a non-exclusive, royalty-free licence to use, reproduce, publish and communicate the information, images and materials provided for the purposes of:

- Administering the Program
- Assessing Applications
- Promoting Pitch In The Paddock
- Promoting Beef Australia and future Pitch In The Paddock programs; and
- Reporting on Program outcomes.

This licence continues after completion of the Program unless otherwise agreed in writing.

9.3 Confidential Information

Applicants should not include confidential or commercially sensitive information in their Application or presentation unless they are willing for that information to be disclosed to the Assessment Panel, Competition Judging Panel and persons involved in administering the Program.

Beef Australia will take reasonable steps to treat information provided by Applicants with care but cannot guarantee the confidentiality of information voluntarily disclosed during the Program, including during live presentations.

Applicants are responsible for determining what information they choose to disclose.

9.4 Accuracy of Information

Applicants are responsible for ensuring all information provided as part of their Application and presentation is accurate and that they have the necessary rights or permissions to use any material submitted.

Applicants indemnify Beef Australia against any claim arising from a breach of intellectual property rights resulting from material submitted by the Applicant.



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10. Media, Marketing and Promotional Activities

10.1 Program Promotion

Applicants acknowledge that Pitch In The Paddock is a public program designed to showcase innovation within Australia's beef industry.

Beef Australia may promote the Program, Applicants, Finalists and winner(s) through a range of communication channels, including digital, print, broadcast and social media.

10.2 Use of Images and Recordings

Applicants consent to Beef Australia photographing, filming, recording and otherwise capturing their participation in the Program. Beef Australia may use these photographs, video recordings, audio recordings and related materials for the purposes of:

- Promoting Pitch In The Paddock;
- Promoting Beef Australia;
- Reporting on the Program;
- Recognising Applicants, Finalists and winner(s); and
- Promoting future Pitch In The Paddock programs.

3 Public Information

Applicants acknowledge that information included in their Application, presentation or promotional material may be published by Beef Australia where it relates to promoting the Program.

Applicants should not include confidential information that they do not wish to become publicly available.

10.4 Applicant Responsibilities

Applicants warrant that they have obtained necessary permissions for photographs, logos, trademarks or other material supplied to Beef Australia for promotional purposes.

10.5 No Obligation to Publish

Nothing in these Terms and Conditions requires Beef Australia to publish or promote any Applicant, Finalist or winner.

The nature, timing and extent of promotional activities remain at the discretion of Beef Australia.

11. Privacy and Personal Information

11.1 Collection of Personal Information

Beef Australia will collect personal information from Applicants for the purposes of administering Pitch In The Paddock, assessing Applications, conducting the Program and communicating with Applicants.

Personal information may include contact details, business information and other information provided as part of an Application or participation in the Program.



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11.2 Use and Disclosure

Beef Australia may use or disclose personal information:

- To administer the Program;
- To members of the Assessment Panel and Competition Judging Panel;
- To service providers engaged in delivering the Program;
- Where required or authorised by law; and
- For purposes otherwise described in these Terms and Conditions or Beef Australia's Privacy Policy.

11.3 Privacy Compliance

Beef Australia will manage personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy.

Applicants may access Beef Australia's Privacy Policy on the Beef Australia website.

11.4 Applicant Responsibilities

Applicants are responsible for ensuring that any personal information they provide about another individual has been collected and disclosed with the appropriate consent.

12. Liability, Indemnity and Insurance

12.1 Participation at Own Risk

Participation in Pitch In The Paddock is voluntary. Applicants and Finalists participate in the Program at their own risk and are responsible for their own decisions regarding participation, travel, accommodation and attendance at Program activities.

12.2 Limitation of Liability

To the maximum extent permitted by law, Beef Australia is not liable for any loss, damage, cost or expense arising from or in connection with:

- Participation in the Program
- The assessment or judging process
- Any decisions made under these Terms and Conditions
- Cancellation, postponement or modification of the Program
- Technical failures or interruptions affecting Applications or
- Any commercial outcomes resulting from participation in the Program.

Nothing in these Terms and Conditions excludes any rights or remedies that cannot lawfully be excluded under Australian law.

12.3 No Guarantee of Commercial Outcomes

Participation in Pitch In The Paddock does not guarantee investment, commercial partnerships, funding, procurement opportunities, media exposure or any other commercial outcome.

Applicants are solely responsible for pursuing any opportunities arising from participation in the Program.



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12.4 Applicant Indemnity

Applicants indemnify Beef Australia against any claims, loss, liability, damage or expense arising from:

- A breach of these Terms and Conditions;
- Infringement of intellectual property rights;
- Inaccurate or misleading information provided by the Applicant; or
- Any unlawful act or omission by the Applicant in connection with the Program.

This indemnity applies only to the extent that the relevant loss or damage is caused by the Applicant's acts or omissions.

12.5 Insurance

Applicants are responsible for obtaining any insurance they consider appropriate in relation to their participation in the Program, including insurance related to travel, property, public liability or professional activities.

Beef Australia does not provide insurance cover for Applicants unless expressly advised otherwise.

13. Program Changes, Suspension and Cancellation

13.1 Changes to the Program

Beef Australia may make reasonable changes to the Program where necessary for its effective administration or delivery.

Changes may include, but are not limited to:

- Program dates or timelines;
- Application or assessment processes;
- Program activities;
- Event format;
- Presentation requirements;
- Assessment Panel or Competition Judging Panel membership; and
- Other operational arrangements.

Where practicable, Beef Australia will notify Applicants of any material changes to the Program.

13.2 Suspension or Postponement

If circumstances beyond Beef Australia's reasonable control affect the delivery of the Program, Beef Australia may suspend or postpone all or part of Pitch In The Paddock. Beef Australia will make reasonable efforts to communicate revised arrangements to Applicants as soon as practicable.

Australia reserves the right to cancel Pitch In The Paddock at any stage if circumstances make it impracticable, unsafe or commercially unreasonable to continue.

If the Program is cancelled, Beef Australia will notify Applicants as soon as reasonably practicable.

Except where required by law, Beef Australia is not liable for any costs or expense incurred by Applicants arising from cancellation of the Program.



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13.4 Force Majeure

Beef Australia will not be responsible for any failure or delay in performing its obligations under these Terms and Conditions where that failure or delay results from circumstance beyond its reasonable control.

Such circumstances may include, but are not limited to:

- Natural disasters;
- Severe weather events;
- Fire or flood;
- Pandemic or public health emergency;
- Industrial action;
- Failure of utilities or communications;
- Acts of government, or
- Any other event beyond Beef Australia's reasonable control.

Alternative Delivery

Where reasonably practicable, Beef Australia may deliver all or part of the Program using alternative format, including online or hybrid delivery.

Participation in an alternative delivery format will be subject to any reasonable directions issued by Beef Australia.

14. Conflict of Interest

14.1 Applicant Conflicts of Interests

Applicants must promptly disclose to Beef Australia any actual, potential or perceived conflict of interest that may influence, or reasonably be perceived to influence, their participation in the Program.

This includes any relationship or circumstances that may affect the integrity or impartiality of the assessment or judging process.

14.2 Assessment Panel and Competition Judging Panel

Members of the Assessment Panel, Competition Judging Panel and any other person involved in assessing Applications or judging the competition will be required to disclose any actual, potential or perceived conflict of interest.

Where a conflict of interest is identified, Beef Australia may implement appropriate management strategies, including requiring the relevant individual to abstain from assessing or judging the affected Application.

14.3 Management of Conflicts

Beef Australia will determine the appropriate management of any disclosed conflict of interest, having regard to the nature of the conflict and the need to preserve the integrity, fairness and transparency of the Program.



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14.4 Failure to Disclose

Failure by an Applicant to disclose a conflict of interest may result in disqualification from the Program if Beef Australia considers that the conflict has compromised, or may reasonably be perceived to have compromised, the integrity of the Program.

15. Code of Conduct

15.1 Expected Standards

Applicants, Finalists and their representatives are expected to conduct themselves professionally and respectfully throughout their participation in Pitch In The Paddock.

Participants must act in a manner that supports the integrity, reputation and objectives of the Program and Beef Australia.

15.2 Participant Behaviour

Participants must:

- Treat other participants, judges, mentors, sponsors, staff, volunteers and attendees with courtesy and respect;
- Comply with all reasonable directions issued by Beef Australia or authorised event personnel;
- Comply with applicable workplace health and safety, biosecurity and venue requirements;
- Behave honestly and with integrity throughout the Program; and
- Avoid conduct that may bring the Program or Beef Australia into disrepute.

15.3 Unacceptable Conduct

Without limitation, unacceptable conduct includes:

- Harassment, bullying, discrimination or intimidation;
- Threatening, abusive or offensive behaviour;
- Deliberate disruption of Program activities;
- Unsafe conduct;
- Damage to property; or
- Any unlawful activity.

15.4 Breach of the Code of Conduct

Where Beef Australia reasonably believes a Participant has breached this Code of Conduct, it may take such actions as it considers appropriate, including:

- Issuing a warning;
- Requiring the Participant to comply with specified directions;
- Removing the Participant from a Program activity; or
- Disqualifying or removing the Participant from the Program.

In determining the appropriate response, Beef Australia will consider the nature and seriousness of the conduct and, where practicable, provide the Participant with an opportunity to respond.



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16. General Provisions

16.1 Amendments

Beef Australia may amend these Terms and Conditions where reasonably necessary to support the effective administration of the Program.

Where a material amendment is made after Applications have opened, Beef Australia will publish the updated Terms and Conditions and, where practicable, notify affected Applicants.

16.2 Notices and Communications

Any notice or communication relating to the Program may be provided by Beef Australia through:

- Email;
- The Pitch In The Paddock or Beef Australia website;
- The online application portal; or
- Any other communication method notified to Applicants.

Applicants are responsible for ensuring that the contact details provided in their Application remain current.

16.3 Costs

Each Applicant is responsible for all costs and expenses incurred in connection with preparing, submitting and participating in the Program, including any costs associated with participation in Program activities and preparing for and delivering a presentation if selected as a Finalist. This includes, without limitation, travel, accommodation, meals, incidental expenses, equipment, materials, professional advice and any other costs incurred by the Applicant or its representatives in connection with participation in the Program.

16.4 Accreditation, Site Access, Induction

Where required by Beef Australia, the Applicant and where applicable its employees, contractors and suppliers must complete Beef Australia's Accreditation, Site Access and Induction processes.

16.5 No Partnership, Trust, Agency or Employment

Nothing in these Terms and Conditions or by way of participating in any element of the Program is intended to create a relationship of partnership, trust, joint venture or agency between the Applicant and Beef Australia. Nor does it constitute the relationship of employee and employer between the Applicant and Beef Australia.

The parties acknowledge that none of them have the authority to bind the other outside of these Terms and Conditions.



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16.6 Governing Law

The Terms and Conditions are governed by the laws of Queensland, Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

16.7 Severability

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.

16.8 Waiver

A failure or delay by Beef Australia to exercise any right under these Terms and Conditions does not constitute a waiver of that right.

16.9 Relationship Between Documents

These Terms and Conditions should be read together with the Pitch In The Paddock 2027 Prospectus and any other documents published by Beef Australia in relation to the Program.

16.10 Entire Agreement

The Terms and Conditions, together with the Prospectus and any other documents expressly incorporated by reference, constitute the entire agreement between Beef Australia and each Applicant in relation to Pitch In The Paddock.

16.11 Interpretation

Headings are included for convenience and do not affect interpretation.

Unless the context otherwise requires:

- The singular include the plural and vice versa;
- A reference to a person includes and individual, company, partnership, trust or other legal entity;
- A reference to legislation includes any amendment or replacement of that legislation; and

The words “including”, “such as” and similar expressions are not words of limitation.

Applications

Each applicant must complete the online application form and submit a video, not more than two (2) minutes long, about its product, service or technology, together with any supporting information requested in the application form.



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