

CYBATHLON Challenges 2021 - 2024

Terms & Conditions



Date 20 June 2023
Version 3.0

Additional Information

Version Management

Version Overview

Version	Date
1.0	28 Feb 2022
2.0	08 Nov 2022
3.0	20 June 2023

Documents Referenced

No.	Title	Link
1	CYBATHLON 2024 Races & Rules	CYBATHLON 2024 Races and Rules
2	Privacy Policy	CYBATHLON Privacy Policy
2	CYBATHLON Challenges Races and Rules	CYBATHLON Challenges Website
2	CYBATHLON Challenges Guidelines	Available via Team Dashboard

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1 General

The CYBATHLON Challenges are organised by CYBATHLON, ETH Zurich in cooperation with administrative departments of ETH Zurich (hereafter the CYBATHLON organisers).

These Terms and Conditions apply to participation in the **CYBATHLON Challenges in the period 2021 - 2024**.

CYBATHLON Challenges allow teams to test their devices at an early stage, familiarise themselves with the competition and foster collaboration with pilots from the very beginning. The Challenges will take place several times in the period of CYBATHLON 2021-2024 and will be organised in a **decentralised format** with different team hubs around the world.

2 CYBATHLON Races & Rules

The *CYBATHLON 2024 Races & Rules and its Appendixes and the CYBATHLON Challenges Races & Rules* are an integral part of these terms and conditions. Please study them carefully.

3 Hubs

3.1 Zurich Hub

The CYBATHLON organisers decide in advance of each Challenges event whether to set up an own hub with the competition tasks from the *CYBATHLON Challenges Races & Rules*. If this is the case, teams can decide whether they want to travel to the Zurich hub and start there or set up their own local team hub. The CYBATHLON organisers will decide on the Zurich hub location in advance of each event and publish the information on the website.

3.2 Team Hub (local race organisation in your country)

Teams participating remotely in the CYBATHLON Challenges organise their own local competition site, a team hub. A hub is organised between the team itself or a local organiser and the CYBATHLON organisers.

A team hub can also host multiple teams in one or more disciplines, such as from the same institution or region, to share resources and save costs. For more information, please contact teams@cybathlon.com.

Organising a hub is not part of these Terms & Conditions; however, hub organisers must follow the CYBATHLON guidelines and meet the safety criteria for a hub.

4 Teams

4.1 Requirements for Participation

Only teams can register for participation in the CYBATHLON Challenges. A team consists of a technology provider (at least one person from a research laboratory, student project or company, or a private developer) and at least one competing pilot (person with a disability, see *CYBATHLON Races & Rules*).

A team occupies one single starting slot in a discipline. If an institution or company wants to participate in several disciplines, a separate team must be registered for each discipline.

The pilot can be the technology provider at the same time.

Backup pilots can be registered for the same team.

4.2 Team Roles

The following roles define a team:

Team official	Accredited member of a team (e.g., pilot, team manager, support person) who contributes to the development of the assistive device or to the participation of the team in a CYBATHLON competition
Team manager	Team official who is responsible for the overall organisation and management of a team in a specific discipline
Pilot	Team official meeting the eligibility criteria and participating in the races of a specific discipline (primary pilot)
Backup pilot	Team official meeting the eligibility criteria who takes the role of the pilot if the (primary) pilot drops out or withdraws from participation
Support person(s)	Team official with specific expertise who supports the team in a specific area (e.g., technician, communication specialist, therapist)
Care person (also caregiver or carer)	Team official who is a member of the pilot's social network who helps with activities of daily living
Hub manager	If the team organises its own hub (race location) for a CYBATHLON event in its home country, the hub manager is a team official who is responsible for the hub and acts as a contact person for the CYBATHLON organisers in this matter

5 Registration Regulations and Conditions

5.1 Starting Slots

At the CYBATHLON Challenges, competitions are organised in some of the eight CYBATHLON disciplines. The CYBATHLON organisers decide on the final selection of disciplines in advance of each event and publish them on the website.

The CYBATHLON organisers decide before each Challenges event how many starting places will be allocated per discipline and publish the information on the website.

Depending on the number of registrations, the number of starting slots per discipline may be adjusted by the CYBATHLON organisers at a later date.

5.2 Registration Priorities and Criteria

Registrants will be eligible on a **first-come, first-served** basis.

5.3 Waiting List

If all starting slots are taken, a team can still register for the waiting list.

Teams on the waiting list first have priority to join the competition if a registered team drops out or withdraws.

5.4 Registration Criteria

The CYBATHLON organisers decide before each Challenges event if there are registration criteria for each discipline and publish the information on the website.

5.5 Pilot Eligibility Criteria

The criteria that a pilot must fulfil to be eligible for participation in the CYBATHLON Challenges are defined in the *CYBATHLON Challenges Races & Rules*.

5.6 Technology Eligibility Criteria

The eligibility criteria for the devices that are used for participation in the CYBATHLON Challenges are defined in the *CYBATHLON Challenges Races & Rules*.

6 Registration Process and Conditions of Participation

6.1 Important Dates and Deadlines

The dates and deadlines of each CYBATHLON Challenges event will be published on the website. If a team does not meet the deadlines, the CYBATHLON organisers reserve the right to remove the team from the starting list.

6.2 Team Registration

The registration process for a team includes the following required steps:

- Online team registration and submission of the online event registration form for participation in (www.cyathlon.com)
- In case of ambiguity about the registration or the project/technology, a virtual call between the CYBATHLON organisers and the team may be requested

The registration will become valid and binding only after acceptance of the registration by the CYBATHLON organisers.

6.3 Medical Check of the Pilot

6.3.1 Pilot MedCheck 1 (Acceptance of Medical Documentation)

For the pilot's MedCheck 1, the team must submit the following data:

- Pilot's medical data according to an online form
- In some disciplines specific documents that confirm the medical information (e.g. clinical scores)
- Written confirmation, in German/English and signed by a medical doctor, that the pilot is fit to participate in CYBATHLON races

The pilot must have consulted a certified medical doctor who confirms that there are no medical objections to the pilot participating in CYBATHLON races (written confirmation as stated above). The medical doctor must be familiar with the potential risk of injuries that can occur in parathletic activities such as those performed in the CYBATHLON 2024, as well as the physiological stress inherent in competitive situations such as CYBATHLON races. In the event of medical doubt, the medical doctor must conduct specific medical screening (e.g., cardiovascular disease screening) prior to the pilot's participation in the CYBATHLON 2024.

The CYBATHLON organisers will review the documents and approve the pilot MedCheck 1.

6.3.2 Pilot MedCheck 2 (Remote Medical Check)

The pilot must complete the MedCheck 2, which is conducted as a remote (virtual call) check between a CYBATHLON medical examiner and the pilot to confirm the pilot's eligibility based on written medical documentation. For the disciplines BCI, FES, EXO an additional medical doctor at the pilot's location is necessary.

The CYBATHLON organisers confirm the pilot's eligibility to participate in the CYBATHLON 2024, provided that all criteria as stated in the *CYBATHLON Races & Rules* are fulfilled.

After that, any change in the pilot's medical condition (affecting discipline eligibility or general health) must be communicated immediately to the CYBATHLON organisers.

Pilots who have already participated in another CYBATHLON event in the period 2021 - 2024, e.g., another CYBATHLON Challenges, and have completed MedCheck 1 and MedCheck 2 with confirmed eligibility, do not have to complete it again, provided there are no changes in the pilot's health condition.

6.3.3 Registration of Backup Pilot

It is possible to conduct the MedCheck (1 and 2) also for a backup pilot who meets the eligibility criteria and takes over the role of the pilot if the (preliminary) pilot drops out or withdraws from participation.

For the registration of a backup pilot, the same conditions apply as for the pilot registration (points 6.3.1 and 6.3.2).

6.4 Technical Check of the Device

6.4.1 Device TecCheck 1 (Acceptance of Technical Documentation)

The team must complete the written TecCheck 1 and submit the required technical, functional and safety information for their device according to an online protocol.

The CYBATHLON organisers will review the documents and approve the written technical documentation.

6.4.2 Device TecCheck 2 (Acceptance of Technical Demonstration)

The team must complete the technical demonstration (TecCheck 2), which is conducted as a remote session between a CYBATHLON expert and the team, including the team's pilot using the device on the tasks. If a team has registered two pilots (preliminary pilot and backup pilot), both must be present at the TecCheck 2.

The CYBATHLON organisers confirm the device's eligibility to participate in the CYBATHLON 2024 provided that all criteria as stated in the CYBATHLON Races & Rules are fulfilled.

After that, no further changes may be made to the device that would alter the function or the safety of the device.

7 Costs

7.1 Starting Slot Fee

Participation in the CYBATHLON Challenges is **free of charge**, no starting slot fee will be charged by the CYBATHLON organisers.

7.2 Team Hub costs

Expenses associated with participation in the CYBATHLON Challenges from a team hub (local race organisation in your country), such as costs for the venue, set-up of the competition site and the filming of the own race, must be covered by the teams.

8 Funding

The CYBATHLON organizers do not provide funding for participation in the CYBATHLON Challenges.

9 Withdrawal

To withdraw the team registration from the CYBATHLON Challenges, a written statement from the team manager is required, which must be sent to teams@cybathlon.com.

10 Privacy

We are committed to protecting your data. CYBATHLON, ETH Zurich considers the protection of not only your personal data, but all data, to be of the utmost importance. As part of the measures taken in this respect, we process personal data in accordance with Swiss data protection legislation and, where applicable, in accordance with the EU General Data Protection Regulation (GDPR).

In the following, you find an excerpt from our privacy policy on data collection, processing and storage, as well as measures taken to ensure the security of this data, for registered teams.

For detailed information and to read the full version of our Privacy Policy please click [here](#).

10.1 Team Registration / Dashboard “myCYBATHLON”

10.1.1 User Profile

The Dashboard “myCYBATHLON” is a password-protected area within the CYBATHLON website that can only be accessed after registration using the information stored in the user profile (email, password).

For registration to the Dashboard “myCYBATHLON” ETH Zurich collects the data which you disclose to CYBATHLON. This includes the following pieces of personal data: surname, first name, gender, country, email address, username and password (mandatory).

Depending on how you use these services, ETH Zurich also collects the following data:

- contact data such as your address or telephone number
- billing address
- messages that you send to CYBATHLON via the services
- activity information that you upload, such as photos, information and other content

When registering, users can grant or refuse consent to their email address and personal data being disclosed to third parties (mainly other registered users and teams, sponsors or media) in the Dashboard. All information provided by the registered user is treated as confidential unless the person concerned authorises its disclosure.

10.1.2 Team Registration for a CYBATHLON Event

When a team registers to participate in a CYBATHLON event (e.g., the CYBATHLON 2024, the CYBATHLON Series, the CYBATHLON Challenges) via the Dashboard “myCYBATHLON”, ETH Zurich collects data on the participating team.

Some of this is **general information** about the team (such as team name, photos, organisation etc.), which is used to present the team to the public on www.cybathlon.com/teams and at the event itself.

Additionally, **technical information** about the devices or aids (assistive technologies) that are to be used at a CYBATHLON event and **medical data** on the participating pilots (people with a disability who control the technology) are also collected. Such information helps us to ensure that the inclusion criteria as stipulated by the rules ([CYBATHLON Races & Rules](#)) are met.

The following sections will explain exactly how this data is used and stored (sections 10.1.2.1. – 10.1.2.5):

10.1.2.1 Team Profile

The CYBATHLON website www.cybathlon.com is publicly accessible. Every CYBATHLON team that participates in a CYBATHLON event (e.g., the CYBATHLON 2024) is given their own page (team profile) on the website www.cybathlon.com/teams, on which the following information about the team can be seen by members of the public:

- team name
- team photo
- discipline
- country
- website (if any)
- organisation
- partner organisation (if any)
- social media channels (if any)
- team portrait (short description and photos of the team, pilot, assistive technology)
→ **Each team can manage the information that is made public in the team portrait itself by entering the relevant text and by uploading videos/photos in the team profile section of the Dashboard.**
- results of CYBATHLON competitions
- videos (recorded by CYBATHLON during an event or competition or videos sent to CYBATHLON by the team).

- The information of the team profile may also be **used to present the teams before and during the event on site or during live broadcast** (by the moderator, in the programme booklet etc.).
- By registering the team in the Dashboard “myCYBATHLON”, the **team gives its consent for the aforementioned information to be published on the website www.cyathlon.com**. The Dashboard is used to allow teams to connect with each other as well as with the public across multiple CYBATHLON events.

The team profile data will be stored in the long term and remain accessible to the public on the CYBATHLON web pages even after the end of the respective CYBATHLON event.

- **If you do not agree to this**, you can request for your data on the CYBATHLON website to be erased after the end of the respective event. You can find the contact details at the end of this document.

10.1.2.2 Media, Broadcasting and Recordings

The team **agrees to participate** in radio/television and online productions and to collaborate with CYBATHLON media partners.

The team **accepts** that live transmissions, film and photographic material from CYBATHLON events, including the competition, will be published, and that photographs and recordings of the event can be used without any restrictions by ETH Zurich.

10.1.2.3 Information about the Assistive Technology (TecCheck)

For admission to participate in a CYBATHLON event, the team must provide technical, functional and safety-relevant information about the devices or aids (assistive technologies) used in order to ensure that the inclusion criteria as stipulated by the rules ([CYBATHLON Races & Rules](#)) are met.

ETH Zurich promises to treat the information on the assistive technology as confidential and to only allow authorised persons to access this information.

The TecCheck is conducted by neutral technical examiners (technical matter experts) appointed by the CYBATHLON organising committee. The appointed examiners, who may also work outside ETH, are obliged to treat the information provided confidentially.

The TecCheck data is stored on servers belonging to ETH Zurich until after the CYBATHLON main event (CYBATHLON 2024) has taken place, so that the team does not always have to re-enter the data when participating in one or more side events (e.g. CYBATHLON Series, CYBATHLON Challenges).

ETH Zurich guarantees that the data is erased within 12 months after the CYBATHLON 2024 main event or will continue to be stored only in anonymised form.

→ After the respective event has ended, **you can request the early erasure of your data at any time** without providing a reason by sending a written communication to this effect to CYBATHLON. You can find the contact details at the end of this document.

10.1.2.4 Information about the Pilots (Medical Data for the MedCheck)

When pilots are registered, ETH Zurich collects medical data on the participating pilots in order to ensure that the inclusion criteria as stipulated by the rules ([CYBATHLON Races & Rules](#)) are met.

ETH Zurich promises to treat the medical data of the pilots as confidential and to only allow authorised persons to access this information.

The MedCheck is conducted by neutral medical examiners (medical doctors) appointed by the CYBATHLON organising committee. The appointed medical examiners, who may also work outside ETH, are obliged to treat the information provided confidentially.

The MedCheck data is stored on servers belonging to ETH Zurich until after the CYBATHLON main event (CYBATHLON 2024) has taken place, so that the pilot does not always have to re-enter the data when participating in one or more side events (e.g. CYBATHLON Series, CYBATHLON Challenges).

ETH Zurich guarantees that the data is erased within 12 months after the CYBATHLON 2024 main event or will continue to be stored only in anonymised form.

→ After the respective event has ended, **the pilot may request the early erasure of their data at any time** without providing a reason by sending a written communication to this effect to CYBATHLON. You can find the contact details at the end of this document.

With the pilot registration for the MedCheck, the pilot can select whether or not the following personal data may be disclosed for event-related purposes (e.g., CYBATHLON website, programme booklet, team presentation at the event itself):

- age
- summary information about their lesion/injury/impairment
- how long ago the injury occurred

All information provided by the pilot is treated as confidential unless the person concerned authorises its disclosure. The detailed medical data of the pilots are, of course, not disclosed.

10.1.2.5 Personal Information in Connection with Participation in an Event

In order to organise and stage CYBATHLON events, ETH Zurich may collect personal data belonging to registered participants (team members) (e.g., for catering, hotel stays, travel to and from the event, shuttle service etc.). This personal information is only collected for the purpose of staging the event and is erased after the event has taken place. If required in order to stage the event, the data may be passed on to service providers of ETH Zurich.

11 Further regulations and agreements for Team Hubs (local race organisation in your country)

The following regulations and agreements are mandatory and valid for teams participating in the CYBATHLON Challenges from a local team's Hub (local race organisation in their country). Documents mentioned below must not be sent to the CYBATHLON organisers.

11.1 Safety concept and Insurance

- Safety concept (considering local safety and security policies, especially considering the COVID-19 regulations).
- Adequate proof of insurance for all team officials, namely against accidents, injuries, and personal liability. In any case, insurance is the team officials' own responsibility. The team manager is responsible that the event and all team officials are adequately covered by insurance. If this registration form is submitted, the CYBATHLON organisers must and will assume that adequate insurance coverage has been obtained as requested.

11.2 Broadcasting and Recordings

11.2.1 Production of still and moving Images at the Event

Teams participating in a CYBATHLON event from their home institution are obliged to film their races according to the guidelines provided by the CYBATHLON organising committee and to take still images of the event.

The teams are obliged to transfer the live video footage as well as still images to CYBATHLON and to upload the material after the races on the CYBATHLON repository according to a protocol (guideline) and details that will be communicated separately.

11.2.2 Assignment of rights of still and moving Images

By duly registering the team for a CYBATHLON event, the team assigns geographically, time and commercially unrestricted and free of charge use of any still or moving images taken at the CYBATHLON event to the CYBATHLON organisers. The team shall make sure that it secures personality rights of all team members as well as any person present at the team's venue during the CYBATHLON event, included, but not restricted to volunteers and spectators.

Like the CYBATHLON organisers, ETH Zurich is authorised to use the material free of charge and without any restrictions regarding kind of use, time, media or location. In particular, ETH Zurich may create and edit the media and distribute the recordings via ETH Zurich and use the material free of charge.

The teams can use the material for their own, non-commercial purposes, but must include the reference "ETH Zurich, CYBATHLON" with each material. Any broadcast via any media of moving images is subject to an embargo that will end with the live

broadcast of the respective CYBATHLON event. Immediately thereafter, the Team may use moving images. In case of ambiguity or usage of the material beyond this regulation, please contact info@cybathlon.com.

11.3 Local Sponsor Branding

Teams are allowed to include branding of team partners, i.e. sponsors supporting the team or the local organisation at the venue, but only beyond (outside) the racetracks. CYBATHLON provides material for branding the race infrastructure (partners of CYBATHLON, CYBATHLON branding) that the teams are obliged to attach. It is not allowed to place other branding on the race infrastructure or on the racetracks. Teams must follow the protocols (guidelines) that will be communicated separately.

Teams are allowed to place branding on the device or clothes.

In any context of the event, it is not allowed to place branding of sponsors of industries such as tobacco, alcohol, eroticism, weapons, or military. In case of doubt, please contact the CYBATHLON organisers.

12 Alteration or Cancellation of the Event

12.1 Alteration

ETH Zurich, as the organiser of the CYBATHLON Challenges, has the right to make changes regarding the date, time, and location of the CYBATHLON Challenges in the event of unforeseeable occurrences, such as coronavirus-related reasons, force majeure, for security reasons or on the instruction of an authority / office (postponement). If the event or the venue is changed for the above reasons, the registration applies for the postponement date, for the new event or venue. Compensation in such cases is excluded.

In particular, ETH Zurich, as the organiser of the CYBATHLON Challenges, rejects any liability for consequential damage (e.g., flight cancellations, expenses incurred, etc.). Deviations from this regulation can be announced by means of a special notification published on the CYBATHLON website.

12.2 Cancellation

If the entire event is finally cancelled (cancellation), the CYBATHLON organisers will not reimburse any costs incurred by the purchaser and rejects any liability for consequential damage.

13 Disclaimer

The technology provider bears full liability in the event of an accident due to a defect in the device. CYBATHLON recommends that the pilot and technology provider make a mutual agreement outlining liability in the event of an accident. Importantly, the teams shall provide the pilots with sufficient training in the tasks prior to the competition.

In any circumstances, at any point before or during the CYBATHLON Challenges, the CYBATHLON organisers reserve the exclusive right to reject or exclude teams or their officials, e.g., if safety conditions are not fulfilled, submitted forms are incomplete or required information is not provided. At any point during the CYBATHLON Challenges, the devices may be inspected by the safety committee of CYBATHLON. If the committee considers that the safety requirements are not met or if the team refuses the inspection, the team will not be allowed to participate in the competition. Safety documentation and all other information is treated as confidential.

At any point on the days of the CYBATHLON Challenges, the pilots can be tested on their abilities. If their abilities do not meet the inclusion criteria, the pilot will be disqualified.

The CYBATHLON organisers refuse any responsibility for hazards caused by the devices used or that occur during participation in the CYBATHLON Challenges.

14 Agreement

With the submission of the team and event registration, the team manager confirms that the application form is filled out correctly and truthfully.

The team manager has understood that the organisers may reject or exclude the team or individual pilots if, in the judgement of the organisers, device criteria (with respect to function and safety) or pilot criteria are not met.

The team manager and the team officials have read, understood and accepted the *CYBATHLON Races & Rules* for the CYBATHLON Challenges and accept any modification that will be made in the rules.

The team manager and the team officials have read, understood and accepted the *Privacy Policy* of ETH Zurich.

Registered teams agree to participate in radio/TV/online productions, cooperate with any media partners of the CYBATHLON, and accept that live broadcast, footage, and photographic material of the CYBATHLON Challenges, including the competition, will be published.

Team officials of participating teams assign geographically, time and commercially unrestricted and free of charge use of any still or moving images taken at the CYBATHLON Challenges to the CYBATHLON organisers.

Registered teams acknowledge that, like the CYBATHLON organisers, ETH Zurich is authorised to use the material free of charge and without any restrictions regarding kind of use, time, media or location. In particular, ETH Zurich may create and edit the media and distribute the recordings via ETH Zurich.

Teams are allowed to place branding on the device or clothes. In any context of the event, it is not allowed to place branding of sponsors of industries such as tobacco, alcohol, eroticism, weapons, or military. In case of doubt, please contact the CYBATHLON organisers.

Although all possible precautions to protect pilots shall be taken by the technology provider and as far as possible by the CYBATHLON organisers, participating pilots acknowledge that the technology used in this event may not have been fully tested by the technology provider (research lab or company) and it is not possible to eliminate all risks and unforeseen hazards. Pilots taking part in this event require medical clearance and participate at their own risk. Technology providers such as research labs or companies participate at their own risk.

The team manager acknowledges that adequate insurance of all the team officials, especially against accidents and injuries, is required for participation.

The team manager and the team officials acknowledge that completion of the registration does not automatically guarantee the team's participation in the CYBATHLON Challenges. The team's registration will be reviewed by the CYBATHLON organisers, and the team manager will be informed of the preliminary acceptance for participation in the CYBATHLON Challenges.

Team managers will be notified of any changes to the *CYBATHLON Races & Rules* for the CYBATHLON Challenges mentioned in this form.

Recourse to the courts concerning decisions of the CYBATHLON organisers is not permitted. This includes the calculation/measurement and the decisions of the referees/organisers concerning the competition results.

The team manager representing the team in the CYBATHLON Challenges and their preparation stage acknowledges that participation in the event involves the risks inherent in such events with developed prototypes. The team manager assumes all the risks of the CYBATHLON Challenges and the preparation stage, including health and personal safety risks that arise with the involvement of his team (i.e. caused by or incurred by his team). Furthermore, the team manager is obligated to follow instructions given by the CYBATHLON organisers at all times. Therefore, in consideration of the risks, the team manager, intending to be legally bound, consent to the assumption of such risks.

For the avoidance of doubt, participation in the CYBATHLON Challenges is governed by Swiss law.

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