CYBATHLON Test Competition 2023
BCI, FES Disciplines

Terms & Conditions

Date 04 July 2023
Version 1.0
Additional Information

Version Management

Version Overview

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1 General

The CYBATHLON Test Competition 2023 will take place on 28 September 2023.

We are testing the new setup and games of the two disciplines BCI and FES and reviewing the competition management and production processes to be ready for next year’s CYBATHLON Challenges.

At the same time, your team can take this as an opportunity to test your device and train with your pilot in a competitive environment and learn more about the processes.

The Test Competition event will be organised in a decentralised format with different team hubs around the world.

These Terms and Conditions apply to participation in the CYBATHLON Test Competition 2023.

2 CYBATHLON Challenges Races & Rules

The CYBATHLON Challenges 2024 Races & Rules and its Appendixes are an integral part of these terms and conditions.

3 Hubs

3.1 Zurich Hub

The CYBATHLON organisers set up an own hub in the area of Zurich, Switzerland, with the competition tasks from the CYBATHLON Challenges 2024 Races & Rules. Teams can decide whether they want to travel to the Zurich hub and start there or set up their own local team hub.

3.2 Team Hub (local race organisation in your country)

Teams participating remotely in the CYBATHLON Test Competition 2023 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 a CYBATHLON event. 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:

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<td>Team official</td>
<td>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</td>
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<tr>
<td>Team manager</td>
<td>Team official who is responsible for the overall organisation and management of a team in a specific discipline</td>
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<tr>
<td>Pilot</td>
<td>Team official meeting the eligibility criteria and participating in the races of a specific discipline (primary pilot)</td>
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<tr>
<td>Backup pilot</td>
<td>Team official meeting the eligibility criteria who takes the role of the pilot if the (primary) pilot drops out or withdraws from participation</td>
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<tr>
<td>Support person(s)</td>
<td>Team official with specific expertise who supports the team in a specific area (e.g., technician, communication specialist, therapist)</td>
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<td>Care person (also caregiver or carer)</td>
<td>Team official who is a member of the pilot’s social network who helps with activities of daily living</td>
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<tr>
<td>Hub manager</td>
<td>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</td>
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5 Registration Regulations and Conditions

5.1 Starting Slots
The starting slots for the CYBATHLON Test Competition 2023 are not limited.

6 Registration Process and Conditions of Participation

6.1 Team Registration
Please register online via our website and follow the registration process: team registration

6.2 Medical Check of the Pilot (MedCheck)
No medical examination of the participating pilots will be conducted for the CYBATHLON Test Competition 2023. The participation of a pilot who does not meet the inclusion criteria according to the Races & Rules is possible.

6.3 Technical Check of the Device (TecCheck)
No technical check of your device will be performed for the CYBATHLON Test Competition 2023.

7 Costs

7.1 Starting Slot Fee
Participation in the CYBATHLON Test Competition 2023 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 Test Competition 2023 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 Test Competition 2023.
9 Withdrawal

To withdraw the team registration from the CYBATHLON Test Competition 2023, 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).

For detailed information and to read the full version of our Privacy Policy please click here.

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 a CYBATHLON event from a Team 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 a CYBATHLON event, has the right to make changes regarding the date, time, and location of a CYBATHLON event 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 a CYBATHLON event, 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 event, 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 event, 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 event, 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 event.

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 event 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 event, 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 event 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 event. 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 event.

Team managers will be notified of any changes to the CYBATHLON Races & Rules for the CYBATHLON Event 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 event 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 event 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 event is governed by Swiss law.

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