

# REGULATIONS & INFORMATION

## Organiser

ACTYVO AG  
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Switzerland  
[www.actyvo.app](http://www.actyvo.app)

## General

The ACTYVO Cycling & Challenge platform enables a performance comparison on different routes and their route profiles. No matter where in the world, cyclists can compete with each other and take part in a competition without having to take on a lot of logistical effort and costs.

The organizer (ACTYVO) appeals to all participating cyclists to adhere to the principle of **FAIR PLAY**.

ACTYVO wishes all users of the platform a lot of fun and motivation with the application and in the competitions! ACTYVO will do its best to operate the application as fairly and accurately as possible in order to provide a great sporting experience for all users.

# Terms and Conditions of Participation and Information about ACTYVO CHALLENGE(S)

## App Download

The app is available for free download in the Apple (iOS) and Google (Android) app stores. The minimum OS requirement of the application is iOS 14 or Android 8.

## Registration – User Account

Users must create a user account for the purpose of identification. Information on email, first name, surname, username, gender, date of birth, nationality must be provided. This user information is taken into account in the rankings for filtering such as gender, age groups, nationality. Only the username is published in the rankings.

After completing the registration, users will receive the LOGIN data for identification in the mobile app by email.

## Personal Identification

Each participant receives a personal, individual identification by the system when registering his user account by means of LOGIN data (email, password). The email address serves as a clear assignment of the user to the user account. A user account can only be created once per email address.

When registering and opening the user account, the user confirms that the disclosure of his/her own UserID (LOGIN data) for the use of the ACTYVO Cycling &

Challenges App by other participants is prohibited. The use of the personal LOGIN for a CHALLENGE RIDE on several devices at the same time is also not permitted. Violations will result in disqualification or non-consideration of the scoring of the trip. The organizer reserves the right to suspend or delete user accounts without refund of fees paid in case of misuse.

### **Minimum Age**

Persons aged 16 and over who have a valid and paid subscription for the period of the advertised CHALLENGE competitions are eligible to participate in CHALLENGE competitions.

These terms and conditions of participation in the version valid at the time of registration are part of the contract between the organizer and the user/participant. Changes announced by the Organizer on actyvo.app or in the App until the start of a CHALLENGE Contest are supplementary components of the contract.

### **Health, Preparation and Sports Medical Examination**

The users of the platform participate in CHALLENGE competitions under their own responsibility and at their own risk. The organizer assumes no responsibility in the event of an accident or illness. He recommends that every participant prepare thoroughly and for a longer period of time for a CHALLENGE and, if necessary, have a doctor confirm their willingness to participate in the competition in advance.

### **Behaviour in Traffic**

Participants undertake to strictly adhere to the traffic

rules and to comply with the road traffic regulations and the laws in the respective country and region in which the ACTYVO Cycling & Challenge app is used (CHALLENGE & FREE RIDES) at all times.

## Other Rules and Controls

### Sports Equipment

CHALLENGE rides may only be completed on human-powered bicycles. Assistance by motorized drives (electric or otherwise) is prohibited. Motorized support vehicles to support the participant are also not allowed during a CHALLENGE ride.

Detectors (sensors) as well as algorithmic analyses in the application can detect differences and trigger a detailed examination of the affected journey. Investigations are subject to the DISCLOSURE OBLIGATION and the organizer may assert disclosure claims as described in the item DISCLOSURE OBLIGATION.

### Disclosure

Participants who are entitled to prize money/prizes in kind (e.g. for SPECIAL EVENTS) may be requested by the Organizer to disclose or grant access to additional personal sports app profiles so that a possible review or cross-comparison of the personal performance data of the affected participants can take place.

Examples of personal sports app profiles (list not exhaustive): Strava Profile, Garmin Connect, Wahoo Fitness, Training Peaks, Elite HRV, etc.

In addition, a copy of a valid identification document

(passport, ID) must be submitted for the final release/ payment of a prize/prize money so that the participant's beneficial eligibility can be checked and a correct bank transfer can be processed.

Fees for bank transfers are paid by the client bank, and all other transaction, bank or withdrawal fees are also at the expense of the recipient. Prize money will be paid out via bank transfer as soon as the race control has completed and approved the final examination. Before the completion of the exam, as well as the submission of all personal data (passport/ID, bank details), there is no entitlement to a prize (money). Taxes and other duties or claims by authorities in the recipient's country that may arise from the payment of prize money as well as benefits in kind are the responsibility of the participant.

The sole ranking (e.g. 1st place in the ranking list of a category) does not automatically entitle you to receive the prize money or other advertised prizes. The organizer is entitled to withhold the prizes until the examination of the trip and personal data has been completed.

### **Disqualification**

Fairness and FAIR PLAY at ACTYVO CHALLENGE competitions!

Disqualifications can be announced, for example, in the event of false personal information (name, year of birth), unsportsmanlike conduct (e.g. incorrect handling of the CHALLENGE, proof of support by a motorized escort, use of unauthorized aids, disregard of official instructions, disregard of road traffic regulations or

doping) by the organizer.

CHALLENGE rides must be driven entirely by the registered user (registered person).

The jury of the organizer will make a final decision on disqualifications, legal recourse is excluded.

## **Liability**

Insurance is the responsibility of the participants. Each participant is recommended to be insured against accidents. ACTYVO assumes no liability in the event of accident, material defect, evacuation, hospital stay, illness, technical defects or other incidents. If a registered participant does not show up at the start or declares his non-participation to the organizer in advance, there is no entitlement to a refund or transfer of the fees to subsequent years - not even if a medical certificate is available. The organizer also assumes no liability for any loss and transport damage.

ACTYVO is not an organizer of sporting events along the selected, completed route of the users/participants. All local, regional and national laws as well as the applicable road traffic regulations must be complied with and respected.

## **Force Majeure**

The organiser is entitled to postpone, cancel or adjust the date of an announced competition (SPECIAL EVENTS) for good cause. Good cause is given in particular if the competition becomes impossible to hold at the originally scheduled time due to an external, unforeseeable and unavoidable force majeure event.

## Privacy Policy

The following provisions apply to the collection and use of personal data.

The organizer assures that the user data will be used exclusively for use in the ACTYVO Cycling & Challenges platform. Contact details (email, name) of the users will not be passed on to third parties.

The detailed privacy policy of the ACTYVO Cycling and Challenges application can be viewed at [ACTYVO Cycling & Challenges Privacy Policy](#).

## Changes to the Regulations

The organizer reserves the right to change these regulations at any time. By continuing to use the ACTYVO offer, the user/participant confirms that he agrees with the regulations and possible revisions.

The validity of these Regulations shall not be affected if the Organizer adapts individual Challenges, Products or segments in the ACTYVO Cycling & Challenges Platform, provided that the content remains essentially unchanged.

## Agreement on Jurisdiction

The exclusive place of jurisdiction is Schaffhausen, Swiss law applies.

## Further Information and Contact

For additional information, please refer to our detailed [terms and conditions](#).

## Concluding Remarks

This version of the Regulations forms the basis for translations into English (or other languages). In case of doubt, the German version is valid. We reserve the right to make changes.

As of: 1 October 2024