

1. LEGAL NOTICE (IMPRESSUM)

Website and Application Operator:

- **Name/Company Name:** Andres de la Torre / Swiss Alps Guide
- **Postal Address:** Interlaken, Switzerland
- **Email Address:** [Insert contact email address]
- **Telephone:** [Insert telephone number]
- **Business Identification Number (UID):** [Insert UID number, if applicable]

Disclaimer for External Links:

This website and mobile application contain links to third-party websites (such as logistical or transport partners). The operator exercises no control over the content of these websites and, therefore, assumes no liability for their accuracy, legality, or functionality. Access to these links is at the user's own risk.

2. PRIVACY AND COOKIES POLICY (PRIVACY POLICY)

1. Introduction and Data Controller

This Privacy Policy regulates the collection and processing of users' personal data on the website and mobile application of **Ikigai Games**. We strictly comply with the Swiss Federal Act on Data Protection (**FADP / nDSG**).

The data controller is Andres de la Torre (Swiss Alps Guide).

2. Collected Personal Data

We collect and process the following user data:

- **Registration and Profile Data:** First name, last name, email address, telephone number, and emergency contact details (mandatory for participation in physical activities).
- **Location Data:** With the user's explicit consent, the application collects real-time geolocation data via the mobile device's GPS. This is strictly necessary for validating challenges in the natural environment and for safety tracking on the routes.
- **Usage and Telemetry Data:** IP address, device type, operating system, access time, and interaction data with the challenges within the application.

3. Purpose of Data Processing

Personal data is processed exclusively for the following purposes:

- Managing registrations, bookings, and logistical coordination of **Ikigai Games** challenges and events.
- Operating location-based mechanics (geolocation) within the application during the execution of the activity.
- Ensuring the safety of participants on the ground and enabling assistance in the event of an emergency.
- Sending event-related communications (confirmations, schedule changes due to weather conditions, or safety alerts).

4. Retention Period of Location Data

Real-time geolocation data collected by the application will be processed

exclusively during the execution of the challenge or event. This precise location data will be deleted from our servers or irreversibly anonymized within a maximum period of 7 days after the end of the activity, retaining only the record of the completed milestone in the user's profile.

5. Data Transfer to Third Parties and Abroad

Personal data will not be sold or shared with third parties for commercial purposes. Data will only be transferred to:

- Technical service providers necessary for the operation of the app and website (hosting servers, interactive maps, payment gateways).
- Rescue authorities or medical services in the event of an extreme emergency.

If the servers of these technical service providers are located in countries that do not have data protection legislation equivalent to Swiss law, the transfer will always be based on officially approved Standard Contractual Clauses (SCC).

6. User Rights

In accordance with Swiss legislation, the user has the right to:

- Access personal data stored about them free of charge.
- Request the rectification of inaccurate data.
- Request the erasure of their personal data ("right to be forgotten") and the closure of their account, provided there is no legal data retention obligation.
- Revoke at any time the consent granted for data processing (for example, by disabling location access in the app settings).

To exercise these rights, the user may contact the operator via the email address provided in the Impressum.

7. Cookies Policy and Tracking Technologies

The website uses essential technical cookies to ensure navigation and the booking process. Likewise, the mobile application uses SDKs or analogous technical tracking technologies for the correct performance of the software and digital mapping.

The user can configure their browser or mobile device options to block or restrict cookies, which could limit the optimal functioning of the digital experience.

3. TERMS AND CONDITIONS OF USE (T&C)

1. Scope of Application

These Terms and Conditions of Use (hereinafter, "T&C") regulate the rights and obligations between the organizer (Andres de la Torre / Swiss Alps Guide) and persons who access, register, or participate in the challenges through the mobile application or website of **Ikigai Games**. By using the platform or completing a registration, the user fully accepts these T&C.

2. Registration Conditions, Prices, and Cancellations

- Registration for the challenges is completed and confirmed through the website or the application.
- Indicated prices are in Swiss Francs (CHF) and include applicable VAT, unless stated otherwise.

- **Cancellations by the Organizer: Ikigai Games** activities take place outdoors in mountain and wilderness environments. The organizer reserves the right to modify the route, postpone the event, or cancel it if weather conditions, safety alerts from local authorities, or force majeure events jeopardize the physical integrity of the participants. In the event of a total cancellation by the organizer due to these causes, an alternative date or a full refund of the registration fee will be offered.

3. Participation Requirements, Health, and Equipment

- **Ikigai Games** challenges require physical exertion in natural environments. The user declares under their own responsibility that they are in an adequate physical and mental health condition for the described activity.
- It is the exclusive responsibility of the participant to arrive at the event with the appropriate clothing, technical mountain footwear, and any additional equipment expressly recommended in the challenge description. The organizer or guiding staff reserve the right to refuse participation to any person who does not possess the minimum required safety equipment, without entitlement to a refund.
- Participants commit to respecting local fauna, flora, and private property, as well as following marked trails in compliance with local environmental regulations in Switzerland.

4. Punctuality and Transport Coordination (SBB)

Ikigai Games events are strictly linked to public transport timetables (SBB) or shared logistical plans. Participants are responsible for arriving punctually at the established meeting point. In the event of a delay by a participant, the group or dynamic will start at the scheduled time so as not to disadvantage other users. Non-attendance will be considered a cancellation by the user without entitlement to a refund.

5. Limitation of Liability and Assumption of Risk

- The user is aware that outdoor and mountain activities involve inherent, unforeseen risks (falls, sudden weather changes, rockfalls, etc.) that cannot be completely eliminated.
- In accordance with Article 100 of the Swiss Code of Obligations (CO), the organizer's liability is excluded for damages caused by minor negligence or by accidental events beyond their direct control. Liability is strictly limited to damages directly caused by intent (dolo) or gross negligence duly proven on the part of the organizer.
- The organizer assumes no liability for accidents caused by the participant's own imprudence, disregard for safety rules, or voluntary separation from the routes recommended by the application.
- **Application Availability and Coverage:** The organizer does not guarantee uninterrupted availability of the mobile application or continuous access to mobile data networks in mountain environments. It is the exclusive responsibility of the participant to ensure that their

mobile device has sufficient battery charge before starting the activity. The organizer is not responsible for the inability to record or validate challenges due to network coverage failures, user device malfunctions, or technical problems beyond the organization's control.

6. Accident and Rescue Insurance

Accident, illness, private liability insurance, and any potential mountain rescue or evacuation costs (for example, helicopter assistance services such as Rega) **are not included in the event price and are the exclusive and mandatory responsibility of the participant**. All users are required to have valid insurance coverage in Switzerland for active tourism and mountain activities.

7. Image Rights

During the development of **Ikigai Games** challenges, the organization's staff or the digital systems themselves may take photographs or videos of the participants during group dynamics. The user grants their implied consent for such multimedia materials to be used in a professional and respectful manner exclusively on the communication channels, social networks, and promotional materials of the **Ikigai Games** and **Swiss Alps Guide** project. If a participant does not wish their image to be used, they must expressly communicate this in writing to the organization before the start of the activity.

8. Intellectual Property

All contents of the website and the application, including but not limited to informative texts, software, interface designs, challenge maps, experiential narrative, methodologies based on well-being concepts (*Shinrin Yoku, Ikigai*), and trademarks are the exclusive intellectual property of Andres de la Torre (Swiss Alps Guide). Any reproduction, distribution, or commercial exploitation by third parties without express written authorization is strictly prohibited.

9. Applicable Law and Jurisdiction

Contractual and legal relationships derived from the use of this platform and participation in the events are governed exclusively by **Swiss law**. The exclusive venue for any legal dispute or claim arising from these terms shall be the competent court at the legal registered office of the organizer (Interlaken / Bernese Oberland, Switzerland), with the exception of mandatory venues determined by consumer protection law.