

Viva - Terms and Conditions

1. Area of Validity

- Viva offers online activities and games within the context of its operational capabilities. This does not include periods during which the use of online activities and games are interrupted or affected due to technical reasons and required maintenance work.
- Viva is not liable for the instances following the conditions of the agreement. This also does not include periods in which Viva general servers and the servers of certain online activities and games do not allow online access due to reasons beyond Viva's control.
- Viva continuously updates its online activities at its discretion. Participants can therefore only participate in the respective online activities and games in its respective form provided at any given time.
- Online activities and games offered by Viva are intended solely for knowledge and entertainment purpose.
- Viva does not hold any contract with any of the game providers and only suggest the games for play.
- The participants are responsible for ensuring their software and hardware suitable for Viva activities.
- In addition to the general terms and conditions, any existing rules of the respective online activities and game shall also apply.
- The participants have the opportunity to use the services of the Viva platform for various online activities. In this case, each participant must abide by the rules set by the Viva team.
- Participants need to read terms and conditions while registering for Viva events.
- For Competitions, then participants are required to mail the pre - recorded videos or images of the artwork in the form of OneDrive or Google Drive link to the School Event Coordinator.

2. Conclusion of Contract

- To use the online activities and games offered by Viva, a participant must register for and, if needed, install the app to engage with the Viva activity.
- A natural person is eligible for registration.
- Participants must enter the mandatory fields required on the registration page.
- Participants have no claim to a particular players' name.
- The selected player name may not breach upon the rights of second/third parties and violate existing legal prohibitions or common decency.
- Moreover, no email and web address may be used as a player name. Participants must ensure that the information provided to Viva during registration is genuine and complete.
- Some games allow registration using Facebook/ Google login credentials. The data required for registration shall be taken from the user's Facebook/ Google account for this purpose.
- Participants must register for their accounts themselves.
- Registration performed via third parties, especially registration done by an individual commercially at various service providers is not permitted.
- After registration, a participant creates an account which the participant can manage independently. The account cannot be transferred.
- Participants have no right to claim registration and activation details.

3. User obligations

- A participant agrees to provide Viva with any future changes to data entered upon registration.
- Participants are obliged to confirm for Viva the accuracy of their data upon request.
- Participants are required to maintain confidentiality regarding all login data, identification, and passwords related to Viva activities and games.
- The password should not be identical to the player name, and it should consist of a combination of numbers and letters.
- Participants are required to protect all login data, identification, and passwords from third-party access.
- A participant has a reason to believe that a third party has obtained or may have obtained unauthorized login data, identification, or passwords, they shall immediately inform team Viva and change their data and have it changed by team Viva.
- Participants are under no circumstances entitled to use the login data of another participant.
- Viva website activities and games include various contents that are protected by trademark and copyright.
- The technical copies intended for browsing purposes and permanent copies intended solely for private use shall be permitted.
- The term content includes all data, images, and other information provided by Viva.
- The term content also includes all services available for download.
- Any use of Viva websites and activities or games for commercial purposes, especially advertising purposes, requires the express prior written consent of team Viva.
- Participants are not entitled to publish content on Viva websites and for any other services.
- Viva website may not be used via an anonymization service that hides the user's true IP address.
- In the case of prior installation of software, Viva grants the participants an unrestricted, non-exclusive, non-transferable, personal, and time-limited in terms of the participant agreement right to install the software and use it for the agreed purposes according to these general terms and conditions and the rules of the respective activities.

4. Terms for the use of activities

- Participants may only take part in every round of activities using one user account unless the respective rules of the game allow for exceptions from this.
- The use of several participant accounts by one is not permitted.
- Participants are prohibited from enacting in any form of manipulative interference in online activities and games.
- Participants are not entitled to utilise measures, mechanisms, and software that could interfere with the function or progress of the activity.

5. Conditions for the use of communication facilities

- Participants take full responsibility for the content and entries they post.
- Participants are prohibited from publishing and distributing content on the Viva website.
- Participants should not violate applicable law, go against common decency of the general terms and conditions and the rules of the respective activities.
- Participants should not use abusive, harassing, and defamatory language while engaging themselves with Viva activities.

6. Breach of responsibility

- Viva is not liable for damages resulting in student participation.
- A participant should not engage in the removal of content and block other participants.
- If a participant has been blocked or excluded, they may not log in again to a service provided by Viva without the prior consent of team Viva.

7. Usage fees

- Participants will receive specific information on the features available for sale, and the payment method available for online activities and games.
- Participants can submit their entries to purchase the available features by selecting the desired item and payment method offered in the respective online activities and game by clicking on the buy now button and thus concluding the order process.
- The participant acknowledges and agrees that all information provided as part of a payment transaction is complete and correct.
- Viva retains the right to revise the fees for features/activities available to purchase.
- The fees include Viva's right to increase and decrease the fees for all individual features in all future cases of purchases.

8. Deletion of a user account

- Viva has the right to terminate if a participant has defaulted on payment for the participation fees, a behaviour significantly affecting the activity experience of other players is being displayed, a participant has sold, bought, and traded a user account and the participant deliberately violates these general terms and conditions.
- Termination must be made in writing. Terminations sent via email are considered to have been made in writing.