

## University of Nottingham Sport Moves+- (UoN Moves+) - Terms of Use

The terms " UoN Moves+" or "us" or "we" or "University" refers to the University of Nottingham. The term " you" refers to the user or viewer of the UoN Moves+ service ("Service").

UoN Moves+ and all its content, features and functionality are owned by OpenPlay Limited (company number 07720829), whose registered office is at Longfrey Cottage Dorking Road, Chilworth, Guildford, England, GU4 8RH ("OpenPlay"). OpenPlay operate the UoN Moves+ service on behalf of the University.

Your use of this Service is subject to these terms of use.

In addition, the Services set out below will be governed by the following privacy policy:

<https://openplay.net/moves-privacy/>

If you do not agree with these terms, you must not use the UoN Moves+ service.

### 1. General Terms:

- 1.1. You are given a personal, non-exclusive, non-transferrable, revocable licence to use UoN Moves+ for your personal, non-commercial use, provided you agree to be bound by these terms of use. You may not transfer the UoN Moves+ app or the Service to someone else or allow someone else to use the UoN Moves+ app or Service, whether for money, for anything else or for free. If you sell any device on which the UoN Moves+ app is installed, you must remove the app from it.
- 1.2. The content of the pages on UoN Moves+ is for your general information and use only. It is subject to change without notice.
- 1.3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the materials found or offered through UoN Moves+ for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 1.4. Your use of any information or materials on UoN Moves+ is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Service meet your specific requirements.
- 1.5. To use this Service, you must be a current staff member or student of the University. Your access to this Service will terminate once (as applicable) you graduate or cease your studies or end your employment with the University.
- 1.6. Unauthorised use of this Service may give rise to a claim for damages; be a criminal offence, or in relevant cases result in disciplinary action under the Student Code of Conduct.
- 1.7. We reserve the right to cancel unverified accounts or accounts that have been inactive for 1 year.
- 1.8. The UoN Moves+ team works hard to keep the Service working properly and without fraudulent activity. Please report problems, offensive content, and fraudulent activity to [moves@nottingham.ac.uk](mailto:moves@nottingham.ac.uk)
- 1.9. We reserve the right to block your account for a certain time period if you fail to comply with these Terms of Use, and you may be issued warnings or suspended from the platform on a temporary or permanent basis. You may end your agreement to the Terms of Use by deactivating your account and discontinuing your use of UoN Moves+.
- 1.10. We reserve the right to ascertain if content posted by users is suitable. If we deem it to be unsuitable or offensive, we reserve the right to remove the post and block your account.

- 1.11. We also reserve the right to restrict or prohibit access to the UoN Moves+ and reduce points or remove any discounts or rewards from user accounts.
- 1.12. We reserve the right to add or remove user points and do so at our discretion.
- 1.13. To access UoN Moves+ you may be asked to provide certain details or other information to become a registered user ("Registered User"). It is a condition of your use of UoN Moves+ that all the information you provide is correct, current, and complete. You agree that all information you provide to register with UoN Moves+ or otherwise, is governed by the [UoN Moves+ Privacy Policy](#), and you consent to all actions taken with respect to your information consistent with the Privacy Policy.
- 1.14. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the UoN Moves+ Service. In addition, you agree not to upload or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the UoN Moves+ Service, including any software viruses or any other computer code, files or programs.
- 1.15. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 1.16. We do not guarantee that the Service, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Service for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 1.17. We or OpenPlay are the owner or the licensee of all intellectual property rights in the UoN Moves+ service, and in the material published on it. Those works are protected by intellectual property rights laws and treaties around the world. All such rights are reserved.
- 1.18. You must:
  - 1.18.1. not infringe our intellectual property rights or those of any third party in relation to your use of the Service (to the extent that such use is not licensed by these terms);
  - 1.18.2. not transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the Service.

## 2. Connecting and Tracking

- 2.1. For trackers and wearables FAQs please see <https://openplay.net/moves-faqs/>
- 2.2. UoN Moves+ can only provide points for the information pulled in from the tracker and these may vary marginally across tracking apps/devices. Where possible, we will always round-up.
- 2.3. There may be some cases where trackers fail to connect with UoN Moves+. Although we always do our best to resolve these issues via troubleshooting guidance, any absolute failure to connect is not always attributed to UoN Moves+ and we cannot accept responsibility for the failure to connect in these cases.
- 2.4. Please note that not all trackers can track swimming - Apple Health needs Apple Watch, Strava and Google Fit require a waterproof phone, certain models of Garmin and Fitbit allow for Swimming and GPS capability. Withings does not record distance or GPS data and therefore UoN Moves+ + is unable to read swimming from these devices. Please see <https://openplay.net/moves-faqs/> for further details.

## 3. User Survey and personal data:

- 3.1. The user survey is compulsory at registration. It is a condition of your use of UoN Moves+ that all the information you provide is correct, current, and complete.
- 3.2. All personal data in connection with UoN Moves+ will be kept in accordance with Open Play's privacy policy - <https://openplay.net/moves-privacy/>
- 3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 3.4. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 3.5. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [moves@nottingham.ac.uk](mailto:moves@nottingham.ac.uk).

#### **4. Rewards:**

- 4.1. We will always endeavour to keep rewards up until their finish date, however, we reserve the right to remove rewards before their finish date if stock levels are depleted, or the item becomes no longer available, or unable to distribute safely.
- 4.2. If a reward has no stock, then it will no longer be available. All rewards are subject to change throughout the year based on availability.
- 4.3. Rewards must be redeemed within the active date.
- 4.4. There may be a reward buffer (limit to the total number of times a reward can be redeemed within a set timeframe). We reserve the right to change the number of times a reward is available to a user and the timeframe for which the buffer is active.
- 4.5. *Merchant claim*: rewards should only be redeemed at the point of sale with a member of staff present. If rewards are redeemed any earlier the reward claim will not be valid. Rewards and instructions on how to redeem are detailed on the app. Type of Merchants and where you reward can be used is also stated on the app.
- 4.6. *Discount claim*: on claiming the reward a unique code will be revealed. Instructions will be given on how to claim your reward. Users must only use a code once and must present this code as per instructions on the UoN Moves+ app. Codes are presented to the merchant when redeeming. The code will not remain on the app once presented. If a reward is incorrectly/mistakenly redeemed the associated points will not be reimbursed to the user.
- 4.7. Once a reward is redeemed, it cannot be undone.
- 4.8. We reserve the right to increase the points associated with each reward without notice. This is due to price inflation at the time of purchasing stock. We will always endeavour to keep rewards up until their finish date, however we reserve the right to remove rewards before their finish date if stock levels are depleted. There is no cash alternative for the reward.

#### **5. Groups and Challenges:**

- 5.1. *Private groups*: we reserve the right to delete groups or block a group's creator if there are examples of inappropriate content within a private group.
- 5.2. *Private group goals*: we reserve the right to limit the number of private group goals available.
- 5.3. You can only join one type of challenge at the same time. For example, the platform will prevent you from competing in two walking challenges at the same time. This is to ensure that users are not gaining bonus points across two challenges when they have only logged one instance of an activity.
- 5.4. If a user syncs their activity after the end date of a challenge, we cannot retrospectively add that activity to a challenge.

5.5. We urge you to only join public groups that are relevant to you, including any respective challenges within that group.

**6. Moves+ App and Terms updated from time to time.**

- 6.1. We may revise these Terms of Use from time to time. The most recent version of the Terms of Use will be binding. Every time you wish to use the Service, please check these terms to ensure you understand the terms that apply at that time. Your continued use of UoN Moves+ Service will constitute your acceptance of any amended terms.
- 6.2. From time to time, we may automatically update the UoN Moves+ app and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the UoN Moves+ app for these reasons.

If you experience any issues with the UoN Moves+ app, please visit <https://openplay.net/moves-faq/>.

If this web page doesn't answer your question, please email [moves@nottingham.ac.uk](mailto:moves@nottingham.ac.uk) - we will aim to respond to your email within three working days.