

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

The term " UoN Moves+" or "us" or "we" refers to the owner of the service. The term " you" refers to the user of viewer of our service.

UoN Moves+ and all its content, features and functionality are owned by OpenPlay. This Terms of Use grants you 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.

The use of this service is subject to the following terms of use:

General Terms:

- The content of the pages on UoN Moves+ is for your general information and use only. It is subject to change without notice.
- 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.
- 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.
- Unauthorised use of this service may give rise to a claim for damages and/or be a criminal offence.
- We reserve the right to cancel unverified accounts or accounts that have been inactive for 2 years.
- 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
- We reserve the right to block your account for a certain time period if you fail to comply with the terms of service, 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+.
- 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.
- 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.
- We reserve the right to add or remove user points and do so at our discretion.
- 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 UoN Moves+ Privacy Policy, and you consent to all actions taken with respect to your information consistent with the Privacy Policy.
- 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.

- 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.

Connecting and Tracking

- For trackers and wearables FAQs please see <https://openplay.net/moves-faqs/>
- 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.
- 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.
- Please note that not all trackers can track swimming - Apple Health needs Apple Watch, Strava and Google Fit require a waterproof phone, Fitbit or certain models which 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.

User Survey and personal data:

- 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.
- All personal data in connection with UoN Moves+ will be kept in accordance with Open Play's privacy policy - <https://openplay.net/moves-privacy/>

Rewards:

- 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.
- 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.
- Rewards must be redeemed within the active date.
- 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.
- *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.
- *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.
- Once a reward is redeemed, it cannot be undone.

- 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.

Groups and Challenges:

- *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.
- *Private group goals:* we reserve the right to limit the number of private group goals available.
- 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.
- If a user syncs their activity after the end date of a challenge, we cannot retrospectively add that activity to a challenge.
- We urge you to only join public groups that are relevant to you, including any respective challenges within that group.

We may revise these Terms of Use from time to time. These changes will not be retroactive, and the most recent version of the Terms of Use will be binding. Your continued use of UoN Moves+ will constitute your acceptance of any amended terms.

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

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