



# **King's Move Terms of Use**

## November 2023

The term "King's Move" or "us" or "we" refers to the owner of the service. The term "you" refers to the user or viewer of our service. The use of this service is subject to the following terms of use:

- The content of the pages on King's Move 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 information and materials found or offered through King's Move 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 King's Move 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 to a claim for damages and/or be a criminal offence.
- From time to time King's Move may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- We reserve the right to cancel unverified accounts or accounts that have been inactive for 18 months.
- King's Move is exclusively for students and staff members at King's College London, users must have an active **@kcl.ac.uk @kclsu.org** or **@nhs.net** email address to use the service, we reserve the right to cancel accounts with inactive emails.
- The King's Move team works hard to keep the service working properly and without fraudulent activity.

Please report problems, offensive content and fraudulent activity to kingsmove@kcl.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.

- 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 King's Move app 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.
- All users points will be reset to 0 on 31 August every year at 8:00, to align with our annual reset.
   If users have not redeemed points before that date they will be lost and will not be transferred.

#### Please see the link to the Moves+ privacy policy.

## **Connections & tracking**

- 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 to
  ensure that any minor discrepancies are dealt with in the user's interest.
- There may be some cases where trackers fail to connect with Moves+. Although we always do
  our best to resolve these issues via troubleshooting guidance, any absolute failure to connect
  is not always attributed to Moves+ and we cannot accept responsibility for the failure to connect
  in these cases.

### **User survey**

 The user survey is compulsory at registration. Data will be kept in accordance with our privacy policy.

#### 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.
- Rewards must be redeemed within the active date.
- Rewards available to collect from the King's Sport & Wellness Centre at Waterloo are only available to collect at the following times, users must plan accordingly:
  - Monday Friday from 13:00 17:00, this does not include Bank Holidays.
- 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 also the timeframe for which the buffer is active. The most up to date buffer information can be found on on the Moves+ app Rewards page.

- Current buffers on rewards are:
  - King's Move Clothing Items: 1 item can be redeemed every 90 days.
  - Exercise Mat: 1 item can be redeemed every 60 days.
  - King's Sport & Wellness Items: 3 items can be redeemed every 90 days.
- Merchant Glaim: Users will be prompted on pressing claim to hand their device to the sales
  person the user is redeeming the reward from. They will confirm receipt of the claim on your
  device. You cannot claim the reward yourself.

Rewards should only be redeemed at the point of sale with a member of staff from Kings College London present. If rewards are redeemed any earlier the reward claim will not be valid.

- Gode Claim: On claiming the reward, a unique code will be revealed. Instructions will be given on
  how to use the code to claim your reward. Users must only use a code once and must copy this
  code as it will not remain on the app.
- 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.

### **Groups**

- We urge you to only join public groups that are relevant to you, including any respective challenges within that group.
- 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 amount of private group goals available.

# **Challenges**

- 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 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 King's Move will constitute your acceptance of any amended terms.