

These terms and conditions (“**Terms**”) govern your use of the Healthy Cities app (the “**Healthy Cities App**”). You are required to accept these Terms as part of the process for signing into the Healthy Cities App.

These Terms are an agreement between you and The British United Provident Association Limited an English company with its registered office at 1 Angel Court, London, United Kingdom, EC2R 7HJ with company registration number 00432511 (referred to as Bupa or we, us or our). Bupa provides the Healthy Cities App on behalf of the global Bupa group.

These Terms are governed by the laws of England and Wales.

Bupa is entitled to disable, suspend, withdraw or amend any or all aspects of the Healthy Cities App at any time.

You must accept these Terms to create a Healthy Cities account and to access or use the Healthy Cities App. If you do not accept these Terms, do not create an account or access or use the Healthy Cities App.

## Important Terms

You should read all of these Terms carefully. They set out, amongst other things, what you may and may not do with the Healthy Cities App, the extent of Bupa’s liability to you in using the Healthy Cities App, any terms of use that apply, and what you should do if you have a question or complaint about the Healthy Cities App. It is important that you understand these things before you begin using the Healthy Cities App.

Some important things to bear in mind when using the Healthy Cities App are:

- You must not provide anyone else’s personal information through the Healthy Cities App.
- You may only use the Healthy Cities App if you are over the age of 18.
- Our use of the data that you input into the Healthy Cities App, and any information recorded is set out in our privacy notice and in notices that you will be shown when using Healthy Cities App, where appropriate.
- Bupa is entitled to disable, suspend, withdraw or amend any or all aspects of the Healthy Cities App either temporarily or permanently for any reason.

## 1. Who we are

The Healthy Cities App is provided by Reward Gateway US Inc (Registered in England with company number 05696250) whose registered office is at 265 Tottenham Court Road, London, England, W1T 7RQ (the “**Provider**”) on behalf of The British United Provident Association Limited (Registered in England with company number 00432511) whose registered office is at 1 Angel Court, London, EC2R 7HJ, UK (referred to as Bupa or we, us or our) and the wider global Bupa group companies. You can contact us by telephone, by email or by writing to us.

Our contact details can be found at [www.bupa.co.uk/contact-us](http://www.bupa.co.uk/contact-us).

## 2. Changes to the App and these terms and conditions

From time to time we may make changes to or update the Healthy Cities App and/or these Terms. Where we do you will receive notice of that update within the Healthy Cities App, and will need to agree to the new terms and conditions to continue using the Healthy Cities App.

## 3. Licence

Bupa or its group companies own or are the authorised licensees of the copyright, trade marks and other intellectual property rights in relation to the Healthy Cities App and the materials and content provided through, or in relation to the Healthy Cities App. The rights in the Healthy Cities App are licensed (not sold) to you.

We grant you a license to use the Healthy Cities App, including any materials or content you receive through, or in relation to, the Healthy Cities App, only in accordance with these Terms.

You may not:

- rent, lease, sub-license, loan, provide, or otherwise make available or authorise the use of, the Healthy Cities App (or any content or materials you receive through, or in relation to, the Healthy Cities App including, without limitation, any Bupa or Bupa group company trade marks) in any form, in whole or in part to any person without prior written consent from us. This includes allowing others to use the Healthy Cities App as though they were you;
- make copies of the Healthy Cities App, (or any content or materials you receive through, or in relation to the Healthy Cities App) except as part of the normal use of the Healthy Cities App, or where it is necessary for the purpose of back-up or operational security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the Healthy Cities App (or any content or materials you receive through, or in relation to, the Healthy Cities App), nor permit the Healthy Cities App (or any content or materials you receive through, or in relation to, the Healthy Cities App), or any part of them, to be combined with, or become incorporated in, any other programs, except as necessary for the normal use of the Healthy Cities App; or

- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Healthy Cities App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited by these Terms, because they are necessary to decompile the Healthy Cities App to obtain the information necessary to create an independent program that can be operated with the Healthy Cities App or with another program (“**Permitted Objective**”) and provide that the information obtained by you during such activities is only used for the Permitted Objective, is kept secure, and is not used to create any software that is substantially similar in its expression to the Healthy Cities App.

#### **4. Use of the Healthy Cities App and participation in Healthy Cities challenges**

Participation in the Healthy Cities challenges and use of the Healthy Cities App is entirely at your own risk.

The content provided on the Healthy Cities App is provided as-is and is for informational and educational purposes only.

You must ensure that you are fit to safely participate in the Healthy Cities challenges. You should also ensure that the level and type of exercise you are about to engage with is appropriate for your level of fitness and overall health status. You agree to act reasonably and sensibly when participating in Healthy Cities challenges.

In making the Healthy Cities challenges available to you, we rely on this section 4 (Use of the Healthy Cities App) and section 6 (Our liability to you).

#### **5. Termination**

You may stop using the Healthy Cities App at any time.

We are entitled to disable, suspend, withdraw or amend any or all aspects of the Healthy Cities App either temporarily or permanently for any reason.

#### **6. Our liability to you**

The Healthy Cities App is for personal, private use only.

We shall not be liable to you for any loss or damage you might suffer or otherwise incur in using the Healthy Cities App, where that use is contrary to these Terms. This includes, amongst other things, any loss that arises as a result of your failure to follow (without limitation) sections 4 and/or 10, and any loss that arises due to you permitting others to access the Healthy Cities App through your user account.

Our liability to you in relation to access or use of the Healthy Cities App is excluded or limited to the fullest extent permitted by law.

We are not responsible or in any way liable for any loss or damage you, or any business you own or carry on or are otherwise involved with, might incur as a result of you (or in the case of employee access, any employee) using the Healthy Cities App.

Nothing in these Terms limits our liability for personal injury or death caused by our negligence and/or for fraud or fraudulent misrepresentation.

## **7. Interruptions to the services**

We cannot guarantee that the Healthy Cities App will always be available to you. We may suspend or withdraw the Healthy Cities App, either temporarily or permanently, for any reason. You should not rely on the Healthy Cities App, and if you anticipate needing the Healthy Cities App you should make alternative arrangements in case the Healthy Cities App is not available.

## **8. How we use your information**

We use your information to allow you to participate in Healthy Cities challenges and to access the Healthy Cities App in accordance with our Bupa Privacy and cookie notice, which can be found within the Healthy Cities App.

When you register for the Healthy Cities App we will collect your name, email address, user profile information, and information such as the device you're connecting to the Healthy Cities App from. We will also collect steps data and activity data should you choose to connect your health apps to the Healthy Cities App for the purposes of participating in the step challenges.

By accepting these Terms you agree to The British United Provident Association Limited processing your information in the ways described here. You can delete your Healthy Cities account at any time from the settings page of the Healthy Cities App.

## **9. How we use content submitted by you**

In return for being granted access to the Healthy Cities App, you grant Bupa and its group companies an irrevocable, perpetual, sub-licensable, worldwide, royalty-free licence to use the copyright and other intellectual property rights vesting in any content uploaded to or created by you through use of the Healthy Cities App (including, but not limited to, text, screen shots, pictures, photographs, and any other images) for all purposes connected with the provision, maintenance, and development of the Healthy Cities App and any related support services, including but not limited to display on Bupa and/or its group companies internal channels. You also confirm that you waive all moral rights that you may have in such content.

## **10. Technical Requirements**

The Healthy Cities App will only function if your device is connected to the internet.

The Healthy Cities App is compatible with:

Android: Versions from 12.0.0 ('Snow Cone')

iOS: Versions from 15 onwards

## **11. Responsible Use of the Healthy Cities App**

You must comply with all applicable laws and regulations when you use the Healthy Cities App.

You must use the Healthy Cities App responsibly, and in a manner that is not: threatening, harassing, abusive, defamatory, deceptive, harmful to minors, gratuitously violent, obscene, pornographic, indecent, invasive of another's privacy, or racially, ethnically or otherwise offensive.

You must not use the Healthy Cities App in any way which infringes another person's rights (including without limitation intellectual property rights).

You may only use the Healthy Cities App if you are over the age of 18.

## **12. Inactive status**

You must use your account on a regular basis in order to keep it active. We reserve the right to permanently deactivate any account that is inactive. If an account is deactivated, the username may be reassigned to another user.

## **13. Feedback**

Feedback regarding the Healthy Cities App may be submitted via the App store. Alternatively, you may contact us using the live chat support, which is available on the Healthy Cities App.

We may use your Feedback for our own internal business purposes.

## **14. Complaints**

Should you have any complaints or issues in relation to the Healthy Cities App, then please contact our team using the Healthy Cities App complaints function or live chat support.