

NATIONAL STEPS CHALLENGE[™] SEASON 5 CORPORATE CHALLENGE

TERMS & CONDITIONS

Challenge Overview

1. The National Steps Challenge[™] is a physical activity initiative by the Health Promotion Board (“HPB”) to encourage Participants (“Participants”) to be more physically active, every day, anytime and anywhere.
2. Corporate Challenge (“Challenge”) is a part of the National Steps Challenge[™] organised for employees of participating companies and/or organisations (“organisation(s)”).
3. Participants can sign up by downloading the Healthy 365 mobile app from Google Play Store or Apple App Store. Participants who have successfully signed up for National Steps Challenge[™] Season 5 will have the option of taking part in the Challenge by:
 - (a) using a HPB-issued fitness tracker;
 - (b) purchasing a compatible fitness tracker; or
 - (c) using a compatible fitness app, namely Health Kit (for Apple), Google Fit (For Android) or S Health (for Android) on the Participant's phone (“Preferred Fitness Tracking Device”). Please note that the Healthy 365 mobile app does not have permission to access heart-rate data from S Health (for Android). For queries related to heart rate data on S Health, please contact Samsung.
4. Interested organisations must register with Health Promotion Board (“HPB”) in order for their employees to be eligible for the Challenge.
5. Organisations compete based on the daily average step count per employee and weekly average moderate to vigorous physical activities (MVPA) minutes per employee, as per the steps and MVPA minutes synchronised to the Healthy 365 mobile app or the Healthy 365 kiosk. There are two different categories of the Challenge depending on the workforce size of the organisation – organisations with workforce size < 200 employees; and organisations with workforce size ≥ 200 employees.
6. Top 3 organisations with the highest daily average step count per employee and/or highest weekly average MVPA minutes per employee in each category win cash rewards. In addition, organisations with the highest daily average step count in a month and the best improvement in daily average step count each month will also win rewards.
7. In conjunction with the Challenge, HPB encourages organisations to organise and conduct their own intra-organisation challenge, at the organisation’s sole expense and cost. For the avoidance of doubt, HPB assumes neither responsibility nor liability whatsoever and howsoever in connection with any intra-organisation challenge(s), including but not limited to the provision of any prizes or cost subsidy, which may be conducted.

Official Corporate Challenge Period

8. The Challenge will officially start on **13 January 2020, 0000 hours** and end on **26 April 2020, 2359 hours** (“**Official Corporate Challenge Period**”).

Eligibility

9. All organisations registered and operating in Singapore are eligible to join. Organisations must have their own UEN or ACRA number.
10. Organisations must meet the minimum number of eligible employees’ sign-ups by **3 January 2020, 2359 hours** in order to be eligible to compete against other organisations and be ranked in the Challenge leaderboard. Only employees who have registered for Corporate Challenge on the Healthy 365 mobile app and have successfully chosen a fitness tracking mode will count towards eligible employees’ sign-ups.
11. The respective minimum eligible employees’ sign-ups to be ranked on the leaderboard are as follows:
 - Organisations with workforce size < 200 employees:
At least 25 eligible employees’ sign-ups.
 - Organisations with workforce size ≥ 200 employees:
At least 15% of workforce size of eligible employees’ sign-ups
or 250 eligible employees’ sign-ups, whichever is lower.
12. Only employees who are at least 17 years old, and with a valid NRIC or FIN number at the point of registration for the Corporate Challenge are eligible to participate.

Participation and Fitness Tracker Collection Conditions

13. Employees may register for the Corporate Challenge on the Healthy 365 mobile app¹, upon entering a unique entry code issued to participating organisations. All entry codes will be released to the organisation’s point-of-contact.
14. All participants of the Challenge will automatically be registered for the National Steps Challenge™ Season 5.
15. All Participants of the Challenge will be eligible for the free HPB heart-rate monitoring fitness tracker which is available on a first come, first served, while stocks last basis, except Participants who have collected a HPB fitness tracker in Season 4. Foreign workers with a valid FIN number can only collect the free HPB fitness tracker via Corporate roadshows or courier delivery organised for the organisations. Participants who have indicated to their organisation’s designated point-of-contact that they will be collecting their fitness tracker via courier delivery will not be eligible to collect at the National Steps Challenge™ public roadshows.
16. One Participant is entitled to only **one (1) free fitness tracker**.
17. HPB’s decision on the allocation of fitness trackers to participants is final. Requests for exchange of different models of fitness trackers or exception to collect more than one free fitness tracker for any one registered individual will not be entertained
18. Faulty trackers can be exchanged on a one-for-one basis at authorised service providers’ outlets and HPB’s Customer Care Centre within the stipulated warranty period. For the avoidance of doubt, a one-for-one exchange may only be effected for any manufacturer’s defects in the workmanship and material used in respect of the fitness tracker. An exchange shall not be allowed in instances of general wear and tear, excessive use or misuse and/or any damage resulting from the failure to use the fitness tracker in accordance with the product instructions/manual. Examples of instances where exchanges will not be allowed include but are

not limited to decreased battery life due to inappropriate charging, scratches, broken straps, screen cracks, water seepage and breakage. For the avoidance of doubt, accessories to the fitness tracker, including but not limited to the charging cable (if any), detachable strap and strap pins are not covered under the warranty for the one-to-one exchange.

19. Once issued, the fitness trackers are non-transferrable and non-assignable.

Rewards

20. Overall top 3 organisations in the Steps Leaderboard: Cash rewards, as solely determined by HPB, will be given to the top three organisations in each category of the Corporate Challenge with the highest daily average step count per employee accumulated during the Official Corporate Challenge Period.
21. Daily average steps is computed by the total number of steps accumulated by all participating employees divided by the sum of the total number of days in the challenge for all participating employees.
22. Overall top 3 organisations in the MVPA Leaderboard: Cash rewards, as solely determined by HPB, will be given to the top three organisations in each category of the Corporate Challenge with the highest weekly average MVPA minutes per employee accumulated during the Official Corporate Challenge Period.
23. Weekly average MVPA duration is computed by the total number of MVPA minutes accumulated by all participating employees divided by the sum of the total number of full weeks in the challenge amongst all participating employees.
24. Monthly winner: Cash rewards, as solely determined by HPB, will be given to the organisation in each category of the Corporate Challenge with the highest daily average step count per employee for that particular month. There are 4 rounds: (a) 13 - 31 January 2020, (b) 1 – 29 February 2020, (c) 1 – 31 March 2020, and (d) 1 – 26 April 2020. Each organisation is only eligible to win this prize once.
25. Top 3 most improved organisations: Cash rewards, as solely determined by HPB, will be given to the top 3 organisations in each category of the Corporate Challenge with the largest difference in daily average step count per employee in that particular month, as compared with the previous month's average step count. There are 3 rounds: (a) 1 – 29 February 2020, based on January's average, (b) 1 – 31 March 2020, based on February's average, and (c) 1 – 26 April 2020, based on March's average. Each organisation is only eligible to win this prize once.
26. All participants of the Corporate Challenge will be signed up to the National Steps Challenge™ Season 5 and hence be subjected to the earn mechanics of National Steps Challenge™ Season 5. Please refer to the Terms and Conditions of National Steps Challenge™ Season 5 on stepschallenge.sg.
27. Participants are able to earn additional rewards and/or Healthpoints outside the National Steps Challenge™ Season 5 earn mechanics, such as through chance-based gamification (including but not limited to Grand Draw, terms and conditions of which are set below), QR-code scanning gamification, backend gamification, or other HPB programmes conducted on the Healthy 365 mobile app.
28. HPB reserves the right to modify and/or terminate the rewards at any time at its sole discretion without any further notice to the Participants and/or organisations.

Tap & Win

29. Only Participants who have successfully signed up to Corporate Challenge and are from organisations who have opted for the intra-challenge are eligible for Tap & Win.
30. Each day of 10,000 steps or more synced to the Healthy 365 mobile app or Healthy 365 kiosk will entitle the Participants to unlock Tap & Win once. The game will be unlocked at the point of syncing. Once unlocked, the game cannot be carried over to the next day even if the Participant chooses not to play the game at that point in time.
31. As Tap & Win is a chance-based game, the prize won, if any, is revealed only at the point of playing the game.
32. The prizes won are not exchangeable nor redeemable for cash. The prizes can be vouchers, products or Healthpoints.
33. The more days of “10,000 steps or more” synced, the more opportunities to play Tap & Win.
34. Opportunities to play Tap & Win can be accumulated for those participants who do not sync their steps daily as long as the participants have clocked 10,000 steps or more on their mode of tracking and synced the steps on the Healthy 365 mobile app or Healthy 365 kiosk. Participants need to sync their steps at least once every seven days so the maximum number of accumulated opportunities to play Tap & Win is no more than seven.

Disclosure of Personal Data

35. HPB may share necessary Personal Data with other Government agencies and with the organisations, so as to serve participants in a most efficient and effective way, unless such sharing is prohibited by law.
36. Personal Data will not be shared with non-Government entities, except where such entities have been authorised by HPB to carry out functions on HPB’s behalf for which Personal Data has been collected for pursuant to these terms and conditions or for other specific Government services.
37. HPB may use the necessary Personal Data for publicity, promotional, liaison, collection of feedback, surveys, advertising and marketing purposes on any media and in connection with any programmes/outreach/initiatives/activities.
38. Participants must be responsible for providing complete and accurate contact information to HPB and its organisers. HPB accepts no responsibility for any inability or failure to contact the participants arising from inaccurate or incomplete contact information.

Health Advisory

39. Participants with medical conditions or specific healthcare needs should consult with their doctor before engaging in any physical activities.
40. Participants should not participate in the Challenge’s activities or events if they are not feeling well.
41. The HPB fitness trackers are provided as a public service and are meant to provide Participants with information to encourage an active and healthy lifestyle. HPB fitness trackers and compatible fitness tracking devices are intended to provide a close estimation of your activities and metrics tracked but may not be precisely accurate. The HPB fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical purposes.
42. HPB shall not be responsible, under any theory of liability or indemnity, for any injuries sustained/casualty (to the extent permitted by law) that arise directly or indirectly from the

participation in the Challenge and/or its associated activities or events held by HPB and/or any utilisation or reliance of any data from the HPB fitness trackers.

43. Participants shall indemnify and hold HPB harmless its officers, employees and agents from and against all claims of any nature made by any person arising out of or in connection with this Challenge and these terms and conditions.

General Terms and Conditions

44. By participating in the Corporate Challenge, organisations and/or Participants agree to be bound by and to comply with the terms and conditions of the Corporate Challenge, National Steps Challenge™ Season 5 and the Healthy 365 mobile app, which are expressly incorporated herein and can be found at stepschallenge.sg.
45. HPB may vary these terms and conditions without notice, or discontinue or withdraw the Corporate Challenge and the National Steps Challenge™ Season 5 at any time without any notice or liability to any party.
46. HPB reserves the right to modify and/or terminate the Challenge and/or the National Steps Challenge™ Season 5 rewards scheme at any time at its sole discretion without any further notice to the organisations and/or Participants.
47. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.
48. HPB reserves the right to disqualify an organisation or forfeit any rewards if there are reasonable grounds to suspect that Participants in the organisation have engaged in fraudulent activity to influence the results of the Challenge.
49. HPB's decision on all matters relating to the Corporate Challenge and the National Steps Challenge™ Season 5 is final and binding on all Participants and participating organisations. HPB will not entertain any queries with regard to any challenge results, and will not be obliged to provide the reason(s) for its awarding decision to a participating organisation.
50. HPB reserves the right to investigate cases of suspected fraud and suspend an employee's participation status during the investigation period. Participants hereby consent to be contacted by HPB and will comply with HPB's request(s) to be interviewed and featured.
51. Without prejudice to any other provision in these terms and conditions, HPB shall not be liable for any expenses, losses, costs damages, liabilities or other consequences of any nature (collectively "Losses") suffered or incurred directly or indirectly by the Participants of the Corporate Challenge and the National Steps Challenge™ Season 5 howsoever caused or arising and without limiting the generality of the foregoing, whether by reason of or on account of any act or omission whether negligent or otherwise on the part of HPB or its agents or employees (to the extent limited by law), even if HPB or its agents or employees are advised of the possibility of such Losses.
52. HPB shall not be liable for any injuries sustained or casualty that arise directly and/or indirectly from the participation of the Corporate Challenge and the National Steps Challenge™ Season 5, including its accompanying series of roadshows and other engagement activities.
53. The Terms and Conditions shall be governed by the laws of Singapore. The Terms and Conditions shall constitute the entire understanding and agreement between the HPB and the Participants. The Terms and Conditions are not intended to confer rights on any third party cap, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, and no third party shall have any right to enforce any provision of the Terms and Conditions.

54. In any term or provision of the Terms and Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions and the validity or enforceability of the remainder of the Terms and Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms and Conditions or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of the Terms and Conditions.
55. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to challenge, the Terms and Conditions shall prevail.