



## NATIONAL STEPS CHALLENGE™

### TERMS AND CONDITIONS

#### 1. Challenge Overview

- 1.1. The National Steps Challenge™ is a physical activity initiative by the Health Promotion Board (“HPB”) to encourage individuals to be more physically active every day, anytime and anywhere.
- 1.2. Please read the following Terms and Conditions carefully before signing up for the National Steps Challenge™. By participating in the National Steps Challenge™, you (a “Participant”) agree to be bound by these Terms and Conditions as they may be modified and/or amended from time to time. HPB reserves the right to change these Terms and Conditions at any time at its sole discretion. Amendments shall take effect immediately on the National Steps Challenge™. Your continued participation of the National Steps Challenge™ thereafter represents your agreement to any such amendment.
- 1.3. The National Steps Challenge™ is open to both new and past participants of the National Steps Challenge™.
- 1.4. Under the National Steps Challenge™, there are several other challenges which are available to Participants (“Challenge”). Each Challenge shall be governed by these Terms & Conditions and its Challenge terms. For a list of the Challenges under the National Steps Challenge™, please refer to [stepschallenge.gov.sg](http://stepschallenge.gov.sg).
- 1.5. Eligible individuals can sign up by downloading the Healthy 365 app, creating/restoring their profile, and signing up for the National Steps Challenge™ on the Challenges tab via the Healthy 365 app. Participants will have to consent to the Terms & Conditions of this Challenge.
- 1.6. Participants who have successfully signed up for the National Steps Challenge™ will have the option of taking part in the National Steps Challenge™ by tracking their physical activities via a “Preferred Fitness Tracking Device” which can be:
  - a) a HPB fitness tracker (as referred to in clause 4.1); or
  - b) a compatible fitness tracker; or
  - c) a compatible fitness app on the Participant's phone.
- 1.7. Once the Preferred Fitness Tracking Device has been set up, the Participant can start to earn Healthpoints (“Healthpoints”) in accordance with the National Steps Challenge™ mechanics upon the start of the National Steps Challenge™.
- 1.8. Participation in the National Steps Challenge™ is free.

#### 2. Official Challenge Period

- 2.1. Registration for the National Steps Challenge™ started on **24 March 2022, 1200 hours**.

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- 2.2. The National Steps Challenge™ officially started on **1 April 2022, 0000 hours** (“**Official Challenge Period**”).
- 2.3. Participants can earn Healthpoints from Steps and Moderate to Vigorous Physical Activity (MVPA) categories during the Official Challenge Period as set out in these Terms and Conditions. In National Steps Challenge™, MVPA is attained when participants reach 64% or more of their maximum heart rate, where maximum heart rate for each participant is derived by 220 minus the participant’s age. Only MVPA sessions lasting 10 consecutive minutes or more will be taken into consideration for the calculation of MVPA duration.
- 2.4. Season 6 participants who were automatically migrated to the current Challenge from 1 April 2022, 0000 hours onwards will only be able to start earning rewards upon acceptance of the current Challenge’s Terms & Conditions, as well as completion of the “Get Active Questionnaire” (“GAQ”).
- 2.5. HPB reserves the right to make changes to the Official Challenge Period as well as the start and end dates and time of the National Steps Challenge™, without prior notice to Participants.

### **3. Participation Eligibility**

- 3.1. The National Steps Challenge™ is open to all individuals who meet the following eligibility criteria:
  - a) Singaporean or Permanent Resident of Singapore with a valid NRIC, or a foreigner with a valid FIN;
  - b) 17 years or older (based on birth year) at the point of registration. Eligible persons who are below 18 years of age are required to obtain parental consent before participating in the National Steps Challenge™. HPB may request for evidentiary proof of this consent at its sole and absolute discretion.
- 3.2. Participants who subsequently sign up for the LumiHealth will be automatically withdrawn from the National Steps Challenge™. Any rewards that were earned prior to joining LumiHealth will still be available for redemption via the Healthy 365 app, but earning of additional rewards from the National Steps Challenge™ after joining LumiHealth will not be allowed.
- 3.3. Eligible persons who are currently signed up for LumiHealth but would like to sign up for the National Steps Challenge™ must withdraw from LumiHealth first.

### **4. Fitness Tracker Collection Eligibility and Conditions**

- 4.1. All Participants who meet all of the following fitness tracker eligibility criteria will be able to collect a new heart rate monitoring fitness tracker issued by HPB (“**HPB fitness tracker**”) which can track both steps and heart rate.
  - (a) Singaporean or Permanent Resident of Singapore with a valid NRIC, or a foreigner residing in Singapore with a valid FIN who is a participant of the Corporate Challenge;
  - (b) 17 years or older (based on birth year) at the point of registration and eligible persons who are below 18 years of age and have obtained the necessary parental consent to register for the National Steps Challenge™;
  - (c) Signed up for the National Steps Challenge™ at the point of collection of the HPB fitness tracker;

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- (d) Have not collected a HPB fitness tracker of the following models: Axtro Fit 3 ("AF3") or Tempo 4C ("T4C").
- 4.2. Eligible Participants who meet the criteria for collection of the HPB fitness tracker may be provided with a new/unused older model of HPB fitness tracker in lieu of the latest model of HPB fitness tracker. In addition, HPB reserves the right to cease the distribution of the HPB fitness trackers, when stocks run out, or at its discretion without prior notice to Participants.
- 4.3. Each Participant is entitled to only one (1) free HPB fitness tracker on a first come, first served, while stocks last basis.
- 4.4. HPB's decision on the allocation of HPB fitness trackers to Participants is final. Requests for exchange of different models of fitness trackers or any requests to collect more than one (1) HPB fitness tracker for any one individual will not be entertained.
- 4.5. Once issued, the HPB fitness trackers are non-transferrable and non-assignable.

### **5. Fitness Tracker Exchange Conditions**

- 5.1. Faulty HPB fitness trackers issued during the National Steps Challenge™, can be exchanged on a one-for-one basis at authorised service providers' outlets and HPB's Customer Care Centres within stipulated warranty period.
- 5.2. 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 HPB 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 HPB 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 HPB 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.

### **6. Rewards**

- 6.1. Participants of the National Steps Challenge™ can earn up to 30 Healthpoints on a daily basis.
- 6.2. Healthpoints earned will be directly credited into Participants' e-wallets, which can then be redeemed for eVouchers via the HPB Loyalty Programme on the Healthy 365 app.
- 6.3. The earning of Healthpoints as per mechanics set out in clauses 6.7 and 6.9 will end when the Challenge ceases, or when the Challenge transitions to a new format.
- 6.4. Redemption of Healthpoints will be done via the HPB Loyalty Programme. To redeem Healthpoints in the Healthy 365 app, Participants must agree to the Terms and Conditions of the HPB Loyalty Programme found in this link: <https://www.healthhub.sg/programmes/182/healthhub-rewards>
- 6.5. HPB reserves the right to modify and/or terminate the rewards of the National Steps Challenge™ at any time at its sole discretion without any further notice to the Participants.
- 6.6. Healthpoints earned under the National Steps Challenge™ are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. Participant is deceased),

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participation in the National Steps Challenge™ will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.

### Steps Category

- 6.7. Participants can earn a **maximum of 10 Healthpoints per day** from accumulating up to 5,000 **steps** daily. Healthpoints earned will be directly credited into Participants' e-wallets upon reaching the minimum number of steps shown below.

<b>Level of activity synced to the Healthy 365 app per day</b>	<b>Reward</b>
5,000 steps or more:	10 Healthpoints (daily maximum for Steps)

### Moderate to Vigorous Physical Activity Category

- 6.8. National Steps Challenge™ will continue with the mechanics for tracking Participants' duration of Moderate to Vigorous Physical Activity ("**MVPA**"), or higher intensity physical activity, using heart rate tracking. The heart rate tracking will be done via the HPB fitness tracker, or a compatible fitness tracker or app with both steps and heart rate tracking functions.
- 6.9. Participants can earn a **maximum of 20 Healthpoints** per day (in addition to the maximum of 10 Healthpoints accumulated from the Steps category) from accumulating up to **30 minutes of MVPA** daily, in bouts of at least 10 minutes, for the MVPA Reward Milestones. This means that Participants will need to continuously engage in higher intensity physical activities for at least 10 minutes per session for Healthpoints to be awarded. Healthpoints earned will be directly credited into Participants' e-wallets upon reaching the minimum number of MVPA minutes within each reward milestone shown below.

<b>Level of activity synced to the Healthy 365 app per day</b>	<b>Reward</b>
10 – 19 minutes of MVPA	10 Healthpoints
20 – 29 minutes of MVPA	15 Healthpoints
30 minutes of MVPA or more	20 Healthpoints (daily maximum for MVPA)

- 6.10. MVPA Rewards are only accessible to Participants who have verified that they have no health conditions or can be more physically active under the "Get Active Questionnaire" ("GAQ"), which is a self-appraisal of one's own physical condition. For the avoidance of doubt, Participants shall be responsible for answering the questions in the GAQ correctly and without any misrepresentation of their actual physical and known medical conditions.
- 6.11. The Steps and MVPA categories are non-exclusive, i.e. Participants can earn Rewards from both Steps and MVPA categories concurrently.
- 6.12. Only Steps and MVPA clocked during the Official Challenge Period, from **1 April 2022, 0000 hours** can earn Healthpoints under each category.
- 6.13. The daily Healthpoint limits of the Steps and MVPA Rewards do not apply to Healthpoints earned from other HPB programmes or initiatives conducted on the Healthy 365 mobile app.

## Restricted

## Restricted

### Sign-on Bonus

- 6.14. Upon successful registration or the start of the Challenge (whichever comes later), Participants of the National Steps Challenge™ are eligible to earn 80 Healthpoints upon clocking at least 1,000 steps within a day. These Healthpoints will be immediately credited into their e-wallets.

### Other Rewards

- 6.15. HPB may allow additional rewards or Healthpoints to be won by Participants via the Healthy 365 app outside of the National Steps Challenge™ Steps and/or MVPA reward categories through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.
- 6.16. Under the National Steps Challenge™, HPB may collaborate with partners to organise thematic or ad-hoc challenges with separate terms and conditions. HPB may allow additional rewards to be won by Participants, in accordance with the thematic or ad-hoc challenges' terms and conditions.

## **7. Data protection**

- 7.1. By signing up for this National Steps Challenge™, Participants consent to the collection, use and disclosure of Personal Data by HPB, as stated by the Terms and Conditions of the Healthy 365 app. In addition, Participants consent to the collection, use and disclosure of their Personal Data as provided in this clause 7. "Personal Data" means any data collected by HPB under this National Steps Challenge™ which can be used to identify an individual, such as a name, address or email address. HPB will also collect Personal Data from a Participant through the Preferred Fitness Tracking Device such as wellness and fitness information including various activities undertaken by a Participant.
- 7.2. HPB may use the Personal Data:-
- a) For publicity, liaison, advertising or marketing purposes in connection with any HPB programmes/outreach/initiatives/activities,
  - b) To provide the Participants with the services and functions of the National Steps Challenge™, including setting up the Participant's account, informing the Participant about service updates, and managing and providing rewards,
  - c) To identify and deliver messages that may be of interest to the Participant,
  - d) To develop and refine the National Steps Challenge™,
  - e) To understand overall effectiveness of National Steps Challenge™ and/or its impact on the health system in Singapore, and
  - f) Assisting the Participant with enquiries and obtaining their feedback.
- 7.3. HPB may share Personal Data with:-
- a) HPB's service providers or third-party contractors involved in this National Steps Challenge™, so as to serve Participants in a most efficient and effective way,
  - b) HPB's consultants or professional advisers including but not limited to accountants, lawyers and auditors,

## Restricted

- c) Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or
- d) Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the National Steps Challenge™, or a Participant's safety or the safety of others, or (b) to detect, prevent or respond to fraud, intellectual property infringement, violations of these Terms and Conditions, violations of law or other misuse of the National Steps Challenge™ or HPB fitness trackers.

7.4. Participants are 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.

## **8. Health Advisory**

8.1. HPB strongly recommends that Participants consult with their physician before beginning any exercise program. Participants should be in a good physical condition and be able to participate in the activities under the National Steps Challenge™. Participants also understand that when participating in the National Steps Challenge™, there is the possibility of physical injury. If Participants engage in the activities of the National Steps Challenge™, Participants agree that they do so at their own risk, are voluntarily participating in these activities and National Steps Challenge™, assume all risk of injury to themselves, and agree to release and discharge HPB from any and all claims or causes of action, known or unknown, arising out of National Steps Challenge™. Participants who are concerned about participation in this National Steps Challenge™ due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this National Steps Challenge™. Participants should not participate in the National Steps Challenge™ activities or events if they are not feeling well.

8.2. The health information and other information on National Steps Challenge™ and/or HPB fitness tracker are general in nature. It is provided as a public service and for information purposes only. This information does not constitute, nor is it a substitute for, medical advice, legal advice or professional services. In particular, the health information on National Steps Challenge™ and/or HPB fitness tracker is not intended as a substitute for seeing a doctor or other professional advisor. The Participant must always consult their doctor if they have any specific health care needs. A doctor can provide the Participant with the necessary medical diagnosis and treatment. The Participant must not rely on the information on National Steps Challenge™ and/or HPB fitness tracker to self-diagnose their illness. The Participant should never disregard medical advice or delay seeking such advice because of anything presented on National Steps Challenge™ and/or HPB fitness tracker. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their use of National Steps Challenge™ and/or HPB fitness tracker would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using National Steps Challenge™ and/or HPB fitness tracker against medical advice or if doing so might pose any health risk. In this context, the Participant acknowledges that they take full responsibility for their health, life and well-being, as well as the health, lives and well-being of their family and children (born and unborn, as applicable), and all decisions now or in the future. The Participant's use of National Steps Challenge™ and/or HPB fitness tracker does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between the Participant and HPB. HPB shall not be responsible, under any theory of liability or indemnity, for your use of or reliance on National Steps Challenge™ and/or HPB fitness tracker.

Restricted

## Restricted

- 8.3. 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 be a close estimation of Participants' 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.
- 8.4. Participants shall indemnify and hold HPB, its officers, employees and/or agents harmless from and against all claims of any nature made by any person arising out of or in connection with this National Steps Challenge™ and these terms and conditions.

### 9. **General**

- 9.1. HPB does not guarantee that access to National Steps Challenge™ shall be uninterrupted or error free. To the fullest extent permitted by applicable laws, HPB on behalf of its directors, officers, employees and/or agents excludes and disclaims liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages; loss of use; loss of data; loss caused by a virus; loss of opportunity, business, revenue, income or profit; loss of or damage to property; claims of third parties; or other losses of any kind or character, even if HPB has been advised of the possibility of such damages or losses, arising out of or in connection with the use of National Steps Challenge™ or any other website or apps with which they are linked, or any products or services available on National Steps Challenge™. The Participant assumes total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. HPB does not guarantee or warrant that files accessed on, and/or available for downloading from, National Steps Challenge™ are or shall be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. Participants shall access and download information from National Steps Challenge™ at their own risk.
- 9.2. HPB further reserves the right to modify and/or terminate the programme mechanics and/or reward scheme of the National Steps Challenge™ at any time at its sole discretion without any further notice to Participants.
- 9.3. By participating in the National Steps Challenge™, in addition to these terms and conditions governing the National Steps Challenge™, Participants agree and undertake to abide by all the terms and conditions governing the use of the Healthy 365 mobile app, which are expressly incorporated herein and can be found at [stepschallenge.gov.sg](https://stepschallenge.gov.sg).
- 9.4. Without prejudice to any other provision in these terms and conditions, HPB shall not be liable for or in respect of any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature (collectively "**Losses**") suffered or incurred directly or indirectly by the Participants of the National Steps Challenge™ and/or the HPB-issued fitness trackers 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 servants or agents (to the extent limited by law), even if HPB or its agents or employees are advised of the possibility of such Losses.
- 9.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this National Steps Challenge™ from any Participant at its sole discretion if:
- a) HPB, in its sole discretion, decides that the participation is not valid;

## Restricted

## Restricted

- b) Participant(s) who do not agree to abide by and be bound by and breach the Terms & Conditions of the National Steps Challenge™ and the Healthy 365 app;
  - c) Participant(s) who are abusive to HPB staff at any point of contact;
  - d) Participant(s) who failed to provide true, correct and accurate information at any point of contact;
  - e) HPB discovers or has reasonable grounds to suspect that the
    - i. Participant has attempted to undermine or have undermined the operation of the National Steps Challenge™ by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the National Steps Challenge™ including without limitation, the unauthorised use of profiles not belonging to the Participant, in which event, the Participant may be referred to the relevant law enforcement agencies for investigation ; or
    - ii. Participant's participation status and any earning of any rewards/prizes under the National Steps Challenge™ including without limitation, Healthpoints were fraudulent in nature; and/or
  - f) the Participant has received any rewards and/or entitlement under the National Steps Challenge™ pursuant to a glitch or technical error or malfunction of the system.
- 9.6. "HPB-related participants" means the following categories of persons:-
- a) employees and/or immediate family members (referring to the spouse, children, parents and/or siblings of such employees) of HPB;
  - b) all employees of any HPB appointed vendor who are directly or indirectly involved in the Challenge ("HPB Vendors");
  - c) employees of subcontractors of HPB Vendors who are directly involved in the Challenge, and/or
  - d) all employees of HPB's partners for the Challenge.
- 9.7. HPB-related participants are:
- a) entitled to earn Healthpoints by completing requirements under the Challenge as indicated in clauses 6.7, 6.9 and 6.14;
  - b) not entitled to win Prizes, where "Prizes" means rewards involving an element of chance or luck (e.g. lucky draws, on-ground activations, online or social media contests).
- 9.8. If you, as an HPB-related participant win or earn a prize that is worth more than S\$10, or through mechanics with an element of chance or luck, you must declare your ineligibility through the redemption form (where provided), give verbal declaration to on-ground staff running the event/activity or submit an email declaration to HPB immediately at [hpb\\_mailbox@hpb.gov.sg](mailto:hpb_mailbox@hpb.gov.sg).
- 9.9. HPB's decision on all matters relating to the National Steps Challenge™ is final and binding on all Participants. HPB will not entertain any queries regarding any National Steps Challenge™ results and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 9.10. The Terms & Conditions shall be governed by the laws of Singapore. The Terms & Conditions shall constitute the entire understanding and agreement between the HPB and the

Restricted

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participants. The Terms & 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 & Conditions.

- 9.11. In any term or provision of the Terms & Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms & Conditions. The validity or enforceability of the remainder of the Terms & Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms & 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 & Conditions.
- 9.12. In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or promotional material relating to National Steps Challenge™, the Terms & Conditions shall prevail.

*Effective date: 26 August 2023*