

NATIONAL STEPS CHALLENGE[™] SEASON 6 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[™] Season 6. By participating in the National Steps Challenge[™] Season 6, 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[™] Season 6. Your continued participation of the National Steps Challenge[™] Season 6 thereafter represents your agreement to any such amendment.
- 1.3. The National Steps Challenge[™] Season 6 is open to both new and past participants of the National Steps Challenge[™]. Past participants from Season 1, 2, 3, 4 and/or 5 who signed up for Season 6 will continue from the Steps and Moderate to Vigorous Physical Activity (MVPA) Reward Tier they last unlocked. Unredeemed points from past seasons will not be carried over to Season 6.
- 1.4. Under the National Steps Challenge[™] Season 6, 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[™] Season 6, please refer to 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[™] Season 6 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[™] Season 6 will have the option of taking part in the National Steps Challenge[™] Season 6 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, namely Apple Health (for Apple) or Samsung Health (for Android) 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[™] Season 6 mechanics upon the start of the National Steps Challenge[™] Season 6. The Healthpoints earned will allow the Participant to unlock each reward tier.
- 1.8. Participation in the National Steps Challenge[™] Season 6 is free.

2. Official Challenge Period

- 2.1. Registration for the National Steps Challenge™ Season 6 will start on **6 September 2021, 1200 hours** and end on **31 March 2022, 2359 hours**.
- 2.2. The National Steps Challenge™ Season 6 will officially start on **1 October 2021, 0000 hours** and end on **31 March 2022, 2359 hours** (“**Official Challenge Period**”).
- 2.3. Participants can earn Healthpoints from Steps and MVPA categories during the Official Challenge Period.
- 2.4. 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™ Season 6, without prior notice to Participants.

3. Participation Eligibility

- 3.1. The National Steps Challenge™ Season 6 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 17 years old must obtain parental consent before participating in the National Steps Challenge™ Season 6.
- 3.2. Participants who subsequently sign up for the LumiHealth will be automatically withdrawn from the National Steps Challenge™ Season 6. Any rewards that were unlocked prior to joining LumiHealth will still be available for redemption but earning of additional rewards from the National Steps Challenge™ Season 6 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™ Season 6 must withdraw from LumiHealth first.

4. Fitness Tracker Collection Eligibility and Conditions

- 4.1. All Participants who meet the following fitness tracker eligibility 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 17 years of age have obtained the necessary parental consent to register for the National Steps Challenge™ Season 6;
 - (c) Signed up for the National Steps Challenge™ Season 6 at the point of collection of the HPB fitness tracker and
 - (d) Subject to clause 4.1(e), have not collected a HPB fitness tracker in National Steps Challenge™ Season 5.

Exceptions apply:

- (f) Returning Participants who have completed all 6 tiers under the Steps Rewards category in previous seasons of the National Steps Challenge™ (“Steps Completers”) and selected employees under participating public service agencies are eligible for the collection of a new HPB fitness tracker even if they have collected in National Steps Challenge™ Season 5.
- 4.2. Eligible Participants who meet the criteria for collection of the HPB fitness tracker may be provided with a new/unused past season’s HPB fitness tracker in lieu of the new 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. As part of the “Early Bird Special” from **1 October – 10 October 2021**, all Participants who are eligible to collect a new HPB fitness tracker in Season 6 will also be able to collect one (1) past season’s HPB fitness tracker, on a first come, first served while stocks last basis.
- 4.5. 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.
- 4.6. 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 this National Steps Challenge™ Season 6, namely Axtro Fit 3 and Tempo 4C, 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.
- 5.3. Participants who collected a HPB fitness tracker during Season 5 of the National Steps Challenge™, namely Axtro Fit 2 and Tempo 3C, are entitled to a special one-for-one exchange during the National Steps Challenge™ Season 6 even if the HPB fitness tracker has exceeded its initial 1-year warranty. Exchanges are on a first come, first served, while stocks last basis. Participants must have signed up for the National Steps Challenge™ Season 6 to be eligible for the exchange.

6. Rewards

- 6.1. New Participants of the National Steps Challenge™ Season 6 can earn up to \$85 worth of e-Vouchers by redeeming Healthpoints earned under the Challenge mechanics.

- 6.2. Returning Participants of the National Steps Challenge™ Season 6 who have completed all 6 tiers under the Steps Rewards and MVPA Rewards before 30 April 2020 are no longer eligible to earn Healthpoints from the Steps and MVPA categories respectively but are eligible for the “Early Bird Special”.
- 6.3. The accumulation of Healthpoints will end on **31 March 2022, 2359 hours**. To be eligible for Healthpoints earned before or on 31 March 2022, Participants will sync their data with the Healthy 365 app not more than 7 days after the end of the National Steps Challenge™ Season 6.
- 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™ Season 6 at any time at its sole discretion without any further notice to the Participants.
- 6.6. Healthpoints earned under the National Steps Challenge™ Season 6 are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. deceased), participation in the National Steps Challenge™ Season 6 will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.

Steps Category

- 6.7. Participants can earn a **maximum of 40 Healthpoints per day** from accumulating up to 10,000 **steps** daily for the Steps Reward Tiers:
- 5,000 – 7,499 steps: 10 Healthpoints
- 7,500 – 9,999 steps: 25 Healthpoints
- 10,000 steps or more: 40 Healthpoints (daily maximum for Steps)

Moderate to Vigorous Physical Activity Category

- 6.8. National Steps Challenge™ Season 6 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 40 Healthpoints** per day (in addition to the maximum of 40 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 Tiers. 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.
- 10 – 19 minutes of MVPA: 10 Healthpoints
- 20 – 29 minutes of MVPA: 25 Healthpoints
- 30 minutes of MVPA or more: 40 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 condition.

- 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. Healthpoints will only be credited into Participants' e-wallet on Healthy 365 app upon completion of each Reward Tier.
- 6.13. Only Healthpoints earned during the Official Challenge Period, between **1 October 2021, 0000 hours** and **31 March 2021, 2359 hours** can be used to unlock each Reward Tier.
- 6.14. 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.

Early Bird Special

- 6.15. From **1 October 2021, 0000 hours** to **10 October 2021, 2359 hours**, Participants of the National Steps Challenge™ Season 6 are eligible to earn an extra 300 Healthpoints for clocking three (3) days of at least 10,000 steps each under the “**Early Bird Special**”. It is not required of Participants to clock 10,000 steps for each of the 3 days consecutively.
- 6.16. Healthpoints earned under the “Early Bird Special” will be credited directly to the Healthy 365 e-wallets of Participants who have met criteria outlined under clause 6.15 within three (3) months from 10 October 2021.
- 6.17. During the “Early Bird Special”, steps clocked will also be counted towards the “Steps Reward” tiers for Participants who have yet to complete all 6 tiers under the steps category.

Other Rewards

- 6.18. HPB may allow additional rewards or Healthpoints to be won by Participants via the Healthy 365 app outside of the National Steps Challenge™ Season 6 Steps and/or MVPA Reward Tiers through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.
- 6.19. Under the National Steps Challenge™ Season 6, 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™ Season 6, 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™ Season 6 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™ Season 6, 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™ Season 6,
- e) To understand overall effectiveness of National Steps Challenge™ Season 6 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™ Season 6, 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,
- 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™ Season 6, 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™ Season 6 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. Participants who are concerned about participation in this National Steps Challenge™ Season 6 due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this National Steps Challenge™ Season 6. Participants should not participate in the National Steps Challenge™ Season 6 activities or events if they are not feeling well.

8.2. The health information and other information on National Steps Challenge™ Season 6 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™ Season 6 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™ Season 6 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™ Season 6 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™ Season 6 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™ Season 6 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™ Season 6 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™ Season 6 and/or HPB fitness tracker.

- 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™ Season 6 and these terms and conditions.

9. General

- 9.1. HPB does not guarantee that access to National Steps Challenge™ Season 6 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™ Season 6 or any other website or apps with which they are linked, or any products or services available on National Steps Challenge™ Season 6. 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™ Season 6 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™ Season 6 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™ Season 6 at any time at its sole discretion without any further notice to Participants.
- 9.3. By participating in the National Steps Challenge™ Season 6 , in addition to these terms and conditions governing the National Steps Challenge™ Season 6 , 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.

- 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™ Season 6 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™ Season 6 from any Participant at its sole discretion if:
- a) HPB, in its sole discretion, decides that the participation is not valid;
 - b) Participant(s) who do not agree to abide by and be bound by and breach the Terms & Conditions of the National Steps Challenge™ Season 6 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 engaged or attempted to engage in any activity to inappropriately manipulate submission procedures including without limitation the unauthorised use of profiles not belonging to the Participant; or
 - ii. Participant’s participation status and any accumulation of Healthpoints were earned fraudulently; and/or
 - f) the Participant has received any rewards and/or entitlement under the National Steps Challenge™ Season 6 pursuant to a glitch or technical error or malfunction of the system.
- 9.6. HPB’s decision on all matters relating to the National Steps Challenge™ Season 6 is final and binding on all Participants. HPB will not entertain any queries with regard to any National Steps Challenge™ Season 6 results, and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 9.7. 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 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.
- 9.8. 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.
- 9.9. In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or promotional material relating to National Steps Challenge™ Season 6 , the Terms & Conditions shall prevail.