

## NATIONAL STEPS CHALLENGE<sup>™</sup> FEEL-GOOD KIOSKS TERMS AND CONDITIONS

### 1. Eligibility

1.1 Any individual who is above 17 years old (the “Participant”) is eligible to participate in National Steps Challenge<sup>™</sup> Feel-good Kiosks activities.

1.2 Persons in the following categories are prohibited from participating:

- a) Anyone below 17 years of age at the time of collecting the prize;
- b) Employees of third party vendors, service providers, or partners involved in or connected to, directly or indirectly, to National Steps Challenge<sup>™</sup> Feel-good Kiosks and
- c) Any person who is not a Singapore Citizen, Permanent Resident, Employment Pass holder, student pass holder, or work permit holder.
- d) A Participant who fails to provide true, correct, and accurate information when participating in National Steps Challenge<sup>™</sup> Feel-good Kiosks activities will be automatically disqualified. HPB reserves the right to refuse to award any prize and require the return of the prize presented to the Participant.

1.3 Employees of HPB and their immediate family members may participate.

### 2. How to participate

2.1 Participants have to:

**Step 1:** Download the Healthy 365 mobile app, create a profile and sign up for National Steps Challenge<sup>™</sup> Season 5 in the “Challenges” tab.

**Step 2:** Scan QR code to register their attendance.

**Step 3:** Step up to the National Steps Challenge<sup>™</sup> Feel-good Kiosks, choose how they feel today to complete an exercise within 30 seconds and receive an exclusive Feel-good kit.

2.2 Physical Activity Readiness Questionnaire (PAR-Q) will be displayed on-site during activation. Participant who answered “Yes” to any of the questions in the PAR-Q are advised not to participate in the National Steps Challenge<sup>™</sup> Feel-good Kiosks.

2.3 Each Participant is entitled to one (1) Feel-good kit upon successful completion of the Feel-good Kiosks per activation.

#### 2.4 Feel-good kit includes:

- i) A motivational card with a unique promo code consisting of a \$2 NTUC FairPrice e-Voucher. The promo code must be activated by 31 October 2019. The \$2 NTUC FairPrice e-Voucher is valid (1) one month from the date of activation.
- ii) A Pokémon-themed Feel-good sticker set

### **3. Conduct of National Steps Challenge™ Feel-good Kiosks**

#### 3.1 HPB reserves the right to disqualify a Participant and forfeit any prize if:

- i) HPB, in its sole discretion, decides that the participation is not valid;
- ii) The Participant does not agree to abide by and be bound by the T&Cs;
- iii) The Participant has committed any act of fraud or dishonesty, or has misrepresented anything in connection with National Steps Challenge™ Feel-good Kiosks
- i) The Participant establishes nudity or profanities, is Libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public
- ii) The Participant is abusive to our staff on-ground or causes a nuisance at any of our National Steps Challenge™ Feel-good Kiosks
- iii) HPB discovers or has reasonable grounds to suspect that the Participant has engaged or attempted to engage in any activity to inappropriately manipulate submission procedures including without limitation the unauthorised use of email accounts not belonging to the Participant; or
- iv) The Participant dies or becomes mentally incapable.

### **4. Prize**

- i) HPB may, in its sole and absolute discretion and without prior notice, replace, change, or substitute any prizes with another of similar value.
- ii) Participants are not allowed to exchange prizes for cash or other goods or services. HPB will not entertain any request for the exchange of prizes.

### **5. Personal data**

5.1 Participants agree that any and all personal data provided to HPB may be used and/or disclosed by HPB and its third party vendors and service providers for the following purposes:

- i) Publicity, advertising or marketing purposes in connection with any HPB programmes, outreach, initiatives, and activities.
- ii) 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.

## **6. Privacy issues**

6.1 Participants of the National Steps Challenge<sup>™</sup> Feel-good Kiosks hereby consent and agree to HPB recording their images through photography, videography or any other image recording means or technology (collectively “Image Recording”) in any material for publicity purposes (collectively “Promotional Materials”).

6.2 HPB shall own the rights, title, and interests including intellectual property rights in and to the Image Recording.

6.3 HPB shall have the right to publish, reproduce, make adaptations, communicate, and make available to the public, the Image Recording and the Promotion Materials in any media, whether in print, digital, or any other format, for any publicity purposes connected with National Steps Challenge<sup>™</sup> Feel-good Kiosks, or any other activity of HPB connected with being a Participant in the promotion (“Publicity Purposes”), including sharing or disclosing the Image Recording, or the Promotion Materials to any other third party authorised by HPB for the Publicity Purposes, without restriction, and without the need to notify the Participant in advance.

6.4 The Participant will have no right to approve the finished product wherein the Image Recording or his/her likeness appears, and shall not receive royalties or any other compensation arising or related to the use of the Image Recording or the Promotion Materials.

6.5 There shall be no time limit, nor is there any limitations in geography or medium on the use of the Image Recording, or the Promotion Materials set out in Clauses 6.1 to 6.4 above.

6.7 The Participant hereby releases, waives and discharges HPB and its directors, officers, agents, servants, employees, and any person acting pursuant to the authority of HPB (collectively the “Released Parties”) from, and covenant not to sue the Released Parties or any of them for, any and all liability, claims, demands, actions, and causes of action howsoever arising out of or in relation to an loss, damage or for the enforcement of any personal or proprietary right he/she may have in connection with the Image Recording or the Promotion Materials. HPB may require Participants to sign separate written releases.

6.8 HPB shall have the right to disclose and publish the name and any other particulars of Participants for publicity purposes, and Participants shall consent, co-operate, and participate fully in the activities organised by HPB for such purposes, without any payment, fee or compensation whatsoever. If a Participant has collected a prize but does not comply with these obligations, he/she shall be required to return the prize to HPB.

## **7. Limitation of liability**

7.1 All Participants in National Steps Challenge<sup>™</sup> Feel-good Kiosks agree that neither HPB nor their affiliates, employees, directors, officers, agents, and/or assignees shall be liable in any way for, and shall be indemnified, released, discharged, and held harmless, fully and effectively, by each Participant against, and from any and all claims by any Participant, or third party for:

- i) slander, libel, defamation, violation of rights of privacy, publicity, and/or civil rights, depiction in a false light, intentional or negligent, infliction of emotional distress, copyright infringement, and/or any other tort and damages arising from or in any other way related to their participation in National Steps Challenge<sup>™</sup> Feel-good Kiosks;
- ii) all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the prizes or participation in National Steps Challenge<sup>™</sup> Feel-good Kiosks;
- iii) any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected Entries; and
- iv) any losses, costs, expenses, fees or damages incurred by the Participants arising out of or in connection with National Steps Challenge<sup>™</sup> Feel-good Kiosks and its activities related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

## **8. General terms and conditions**

8.1 HPB reserves the right to modify and/or terminate the National Steps Challenge<sup>™</sup> Feel-good Kiosks' prizes at any time at its sole discretion without any further notice to the participants.

8.2 HPB reserves the right at its sole discretion, to suspend, postpone, extend the duration, or terminate National Steps Challenge<sup>™</sup> Feel-good Kiosks, and/or amend, modify, delete, supplement, replace, or revise the T&Cs, without any liability, or prior notification to any person, including but not limited to any Participant. Any change to the T&Cs shall take effect immediately and shall bind all Participants of any ongoing National Steps Challenge<sup>™</sup> Feel-good Kiosks activity including those who have participated before the date of the change.

8.3 HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with the T&Cs due to the occurrence of any event or circumstance beyond its control, including without any limitation to, acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change or issuance of new applicable laws.

8.4 In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to National Steps Challenge<sup>™</sup> Feel-good Kiosks, and no further correspondence

shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.

8.5 The T&Cs shall be governed by the laws of Singapore. The T&Cs shall constitute the entire understanding and agreement between the HPB and the Participants. The T&Cs 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 T&Cs.

8.6 If any term or provision of the T&Cs is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the T&Cs and the validity or enforceability of the remainder of the T&Cs shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the T&Cs 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 T&Cs.

8.6 In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to National Steps Challenge<sup>™</sup> Feel-good Kiosks, the T&Cs shall prevail.