

**NATIONAL STEPS CHALLENGE[™] SEASON 4
WAH!BANANA TAKES ON NSC4 WITH FASHION
TERMS & CONDITIONS**

1. Eligibility

- 1.1 Participants must have a valid NRIC/FIN and must be between 17 to 25 years old to participate in the National Steps Challenge[™] Season 4 Wah!Banana Takes on NSC4 with Fashion (herein referred to as the **“Wah!banana Fashion Challenge”**).
- 1.2 Your Instagram account's *'Account Privacy Setting'* has to be set to *'Public'* to qualify for the contest.
- 1.3 Persons in the following categories are prohibited from participating:
- a) Anyone below 17 years of age or above the age of 25
 - b) Anyone who is not a National Steps Challenge[™] Season 4 participant at the time of collecting the prize;
 - c) Any person who is not a Singapore citizen, permanent residents, employment pass holder, student pass holder or work permit holder.
 - d) Participant(s) who has failed to provide true, correct and accurate information at any point of contact. Health Promotion Board (herein referred to as the **“HPB”**) reserves the right to disqualify entry submissions, refuse to award any prize or require return of the prize presented to the Participant.

2. Official Wah!Banana Fashion Challenge Period

- 2.1 National Steps Challenge[™] Season 4 Wah!Banana Takes on NSC4 with Fashion will be held from 22 to 31 March 2019, 2359hrs.
- 2.2 HPB reserves the rights to amend this challenge period without prior notice.

3. How to Participate

3.1 Comment on either Jason Tan's (@jasonkokotan) or Chrysan Lee's (@chrysanlee) NSC4 fashion post and share thing(s) that you would do to achieve the perfect shot. Comments must be posted between 22 to 31 March 2019, 2359hrs.

3.2 Before embarking on any moderate-intensity or vigorous-intensity physical activities please go through the Physical Activity Readiness Questionnaire and you are also strongly encouraged to exercise discretion. Please complete the health declaration on the Healthy 365 mobile app and ensure you are in good fitness condition before attempting moderate to vigorous physical activities (MVPA). If you have an existing heart condition or any other illness and/or injury, please consult a doctor prior to your participation in this Wah!Banana Fashion Challenge.

4. Entry Judging Criteria and Eligibility

4.1 Qualified entries have to comply to criteria "**1. Eligibility**" and "**2. How to Participate**".

4.2 Judging criteria include –

- Relevance to Fashion Theme: 50%
- Creativity of Comment: 50%

4.3 Six (6) lucky winners can each bring a friend along and will enjoy a Fashion #InstaWalk Shoot with Chrysan & Jason from Wah!Banana

4.4 HPB reserves the right to disqualify any Wah!Banana Fashion Challenge entries, forfeit any prize or require return of the prize presented to the Participant if:

- a) HPB, in its sole discretion, decides that the participation is not valid;
- b) The Participant does not agree to abide by and be bound by the Terms & Conditions;
- c) The Participant establishes nudity or profanities, is libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public;
- d) The Participant is abusive to HPB staff at any point of contact;
- e) Participant(s) who has failed to provide true, correct and accurate information at any point of contact;
- f) Multiple comments from the same Participant from the same Instagram account or using different Instagram accounts is not allowed;
- g) 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;

5. Prize

5.1 Participant(s) of the winning entry/entries will be invited to bring a friend along for a Fashion #InstaWalk Shoot, capturing images of themselves around Singapore's iconic Marina Bay area.

Date: 6 April 2019 (Saturday)
Time: 1700 to 1900 hrs

5.2 Staff of HPB will contact Participant(s) with the winning entry/entries 2 days after the end of the contest.

5.2.1 In the event that there is no response from Participant(s) with the winning comment/comments after 3 working days, or if Participant(s) are unable to attend the session on the stated date, HPB reserves the right to disqualify that entry and select another winner based on "4. Entry Judging Criteria".

5.3 Transportation cost will not be remunerated.

5.4 Participants are not allowed to exchange the Fashion #InstaWalk Shoot for cash or other goods or services. HPB will not entertain any request for the exchange of the Fashion #InstaWalk Shoot.

5.7 All participants eligible for the Fashion #InstaWalk Shoot are required to provide the following types of personal data to HPB staff for the Wah!Banana Fashion Challenge:

- Full name as per NRIC
- NRIC / FIN Number
- Contact Number
- Email Address
- Signature as acknowledgment

5.8 For audit and validation purposes, NRIC holder is required to be present to participate and redeem prizes. NRICs are strictly not transferrable.

5.9 HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.

6. Personal data

6.1 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:

- a) Publicity, advertising or marketing purposes in connection with any HPB programmes/outreach/initiatives/activities.
- b) 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.

7. Privacy issues

- 7.1 Participants of the Wah!Banana Fashion Challenge thereby consent and agree to HPB recording their images through photography, videography or any other image recording means or technology (herein referred to as the “**Image Recording**”) in any material for publicity purposes (herein referred to as the “**Promotional Materials**”).
- 7.2 HPB shall own the rights, title and interests including intellectual property rights in and to the Image Recording.
- 7.3 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 Wah!Banana Fashion Challenge 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.
- 7.4 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.
- 7.5 There shall be no time limit, nor is there any limitation in geography or medium on the use of the Image Recording or the Promotion Materials set out in Clauses 6.1 to 6.5 above.
- 7.6 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.
- 7.7 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.

8. Limitation of liability

- 8.1 All Participants in Wah!Banana Fashion Challenge 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:
- a) 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 Wah!Banana Fashion Challenge;
 - b) 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 Wah!Banana Fashion Challenge;

- c) Any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected Entries; and
- d) Any losses, costs, expenses, fees or damages incurred by the Participants arising out of or in connection with Wah!Banana Fashion Challenge or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

9. General terms and conditions

- 9.1 HPB reserves the rights to amend the Terms & Conditions without prior notice.
- 9.2 HPB reserves the right to modify and/or terminate the prizes at any time at its sole discretion without any further notice to the participants.
- 9.3 HPB reserves the right at its sole discretion, to suspend, postpone or terminate Wah!Banana Fashion Challenge or shorten or extend the duration of Wah!Banana Fashion Challenge 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.
- 9.4 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.
- 9.5 In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to Wah!Banana Fashion Challenge, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 9.6 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.
- 9.7 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.
- 9.8 In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to Wah!Banana Fashion Challenge, the T&Cs shall prevail.