

**NATIONAL STEPS CHALLENGE™ SEASON 5 YOUTH CHALLENGE
#COLOURWITHME THEMATIC CHALLENGE
TERMS AND CONDITIONS**

1. EVENT:

- a. The “#ColourWithMe” Event, (“CWM”), is organised by Sqkii Pte Ltd, (“Sqkii”) in conjunction with Health Promotion Board’s, (“HPB”) National Steps Challenge™ Season 5. The event commences from the 13th March 2020 and closes on the 31st March 2020.
- b. There is no participation fee for joining the event. The participant agrees that any costs incurred while participating in the event is solely to be borne by the participant.
- c. By participating in CWM, the participant agrees that the participant is over the age of 18 years or, if under the age of 18 years, has the participant’s parent or legal guardian’s consent to enter the event.
- d. By participating in CWM, the participant agrees to conduct him or herself in an appropriate manner throughout the event and agrees not to obstruct, injure, or otherwise harass fellow participants.
- e. By participating in CWM, the participant agrees to strictly abide by and comply with the safety instructions as issued by Sqkii and HPB. The participant agrees that, apart from the safety instructions issued by Sqkii and HPB, the participant will take reasonable precaution and safety measures while participating in the event.

2. ELIGIBILITY:

- a. The Participant must be a Singapore Citizen, Permanent Resident, valid employment pass holder, student pass holder or work permit holder.
- b. Staff employed by Sqkii and their immediate family members are not eligible to participate in this event.
- c. HPB staff employed on a permanent, contract, and/or casual basis, including interns, at any point during the event period are eligible to participate but will not be able to win.
- d. The immediate family members of the employees of HPB, who have been directly involved in the conceptualisation, development, and execution of CWM, are also eligible to participate in this event but will not be able to win.

3. LICENSE:

- a. Each participant agrees to grant Sqkii the nonexclusive and royalty free transferable licence to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute the participants works for the promotion and publicity of Sqkii events; in any manner, format, or media known or later devised, in perpetuity, including and without limitation to online platforms such as Facebook, Twitter, Instagram.
- b. Each participant also agrees to grant Sqkii the right to sublicense the rights licenced above.
- c. For the avoidance of doubt, Sqkii expressly reserves the right to adapt, edit, or modify the above-mentioned works for any promotional or marketing purposes of Sqkii.

4. PRIZE:

- a. There will be multiple non-cash prizes to be awarded (collectively, "Prize(s)"). Sqkii and 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.
- b. CWM will conclude on 31st March 2020, and the winning teams or participants ("Winner") will be selected by Sqkii based on their ranking on the leaderboard.
- c. Winner(s) must collect the prize(s) from Sqkii no later than 1st May 2020. Otherwise, Sqkii reserves the right to forfeit the Prize. The said forfeited Prize will be awarded to the team with the next highest rank based on their ranking on the leaderboard.
- d. If Sqkii discovers that the Winner has, among other things, not conducted him or herself in an appropriate manner in the course of playing the game, or in a manner that is clearly prejudicial to the spirit of the game, the Winner will not be entitled to the Prize(s). Should the aforesaid breach be discovered after the collection of the Prize, such Prize shall be forfeited and be returned to Sqkii on demand. The said forfeited Prize will be awarded to the team with the next highest rank based on their ranking on the leaderboard.
- e. Each Winner is responsible for all costs associated with arranging for the collection of the prize.
- f. If the Winner is under the age of 18 years, the Winner must be accompanied with the winner's parent or legal guardian during the collection.
- g. The Winner, or if under the age of 18, the Winner's parent or legal guardian, must provide Sqkii with valid identity documents (NRIC/Passport/Birth Certificate) when collecting the prize for audit and validation purposes. Identity documents are strictly non-transferable.
- h. Each Winner agrees to have his or her name published on Sqkii's and HPB's event website and on the Sqkii's Facebook, Twitter, Instagram, and any other social media accounts.
- i. Sqkii and HPB may use the necessary Personal Data for publicity, liaison, advertising or marketing purposes in connection with any Sqkii and HPB's programmes/ outreach/ initiatives/ activities. The Winner also agrees not to partake in any other media-related activities in relation to CWM without prior consent of Sqkii.

j. The decisions made by Sqkii or HPB regarding facts connected with CWM, including the result of the Winner(s), are final. No appeals by the participants will be entertained.

k. Participants must be responsible for providing complete and accurate contact information to Sqkii. Sqkii accepts no responsibility for any inability or failure to contact the Participants arising from inaccurate or incomplete contact information.

l. The Prize(s) are non-transferable, non-assignable and non-exchangeable for cash.

m. The Prize(s) issued by Sqkii are final, binding and non-exchangeable. Sqkii will not entertain any request to exchange the prize(s).

5. DATA COLLECTION, USAGE, AND DISCLOSURE:

a. By participating in CWM, the Participant expressly consents to Sqkii's collection, usage and disclosure of his or her Specific Participant Information for purposes such as, but not limited to, participant identification, data analysis, diagnostic testing, fraud prevention measures, and participant recognition. Specific Participant Information includes, but is not limited to, the participant's age, gender, email address, phone number, or any other personal information that the Participant provides to Sqkii.

b. By participating in CWM, the Participant expressly authorises and consents to Sqkii's usage and disclosure of the Participant's age, gender, email address, and phone number, to HPB. Sqkii and HPB may use the above personal data for the specific purpose of referencing to its database to determine the Participant's identity and eligibility for an increased brush size.

c. Collection, usage and disclosure of Participant's information under Section 5 will be reasonably used and done in accordance with the laws governing the Republic of Singapore.

6. LIABILITIES:

All Participants in CWM agree that neither Sqkii, 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 CWM.

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 CWM.

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 CWM or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

7. WARRANTIES, SEVERABILITY AND THIRD PARTY RIGHTS:

a. Sqkii makes no warranty, whether expressly or impliedly, that CWM will be error-free and/or uninterrupted, and/ or that the content or any functions associated with CWM's website will be uninterrupted or error-free or that CWM's website is free of any viruses and/or other harmful elements.

b. Sqkii and HPB makes no warranty, whether expressly or impliedly, as to any harm arising from accessing any information or material through Sqkii and HPB's websites or social media platforms, including and without limitation to harm caused by viruses or similar contamination or destructive features, whether or not known.

c. 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. Sqkii and 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.

d. The T&Cs are not intended to confer rights on any third parties, 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. NOTICE:

a. The decision of Sqkii on all matters pertaining to CWM (including any dispute arising from gameplay, or any information transmitted by Sqkii in relation to CWM, or interpretation of this T&Cs) is final and binding on all parties.

b. The Participant hereby agrees and acknowledges that all electronic communications made pursuant to the participation in the CWM shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document.

9. GENERAL PROVISIONS

- a. Sqkii and HPB reserves the rights to amend the Terms & Conditions without prior notice. The revised terms and conditions shall apply to CWM from the date of publication of the revised terms and conditions on Sqkii's and HPB's event website, and the Participant hereby waives any right that the Participant may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- b. Sqkii and HPB reserves the right at its sole discretion, to suspend, postpone or terminate CWM or shorten or extend the duration of CWM 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.
- c. Sqkii and 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.
- d. In all circumstances, Sqkii and HPB's decisions shall be final, binding and conclusive on all matters relating to CWM, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- e. The T&Cs shall constitute the entire understanding and agreement between Sqkii and HPB on the one hand, and the Participants on the other.
- f. In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to CWM, the T&Cs shall prevail.

10. GOVERNING LAW:

- a. These terms and conditions shall be governed by and construed in accordance with the laws governing the Republic of Singapore.
- b. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.