

## **TERMS AND CONDITIONS GOVERNING DON'T UNCLE, BE HUNKLE EVENTS**

The following terms and conditions (“**T&Cs**”), and all subsequent revisions or amendments made by the organiser, Health Promotion Board (“**HPB**”), shall apply to **DON'T UNCLE, BE HUNKLE** events (“**DUBH**”), which will run from July to September 2019 (the “**Period**”). Participation in DUBH activities signifies your agreement to be bound by the T&Cs. If you do not agree to the T&Cs, please do not participate in DUBH activities.

### **1. Eligibility**

- 1.1. Any individual who is 17 years old (the “**Participant**”) and older is eligible to participate in any of the DUBH 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 giveaway;
  - b. employees of third party vendors, service providers or partners involved in or connected to, directly or indirectly, to DUBH; and
  - c. any person who is not a Singapore citizen, permanent resident, employment pass holder, student pass holder or work permit holder.
- 1.4 Employees of HPB and their immediate family members may participate. Should they win, their giveaways will be as received or the equivalent of S\$250 worth, whichever is the lower.
- 1.5 A Participant who fails to provide true, correct and accurate information when participating in DUBH activities shall automatically be disqualified. HPB reserves the right to refuse to award any giveaway or require return of the giveaway presented to the Participant.

### **2. How to participate in the Hunkle Challenge: Tyre Flip**

- 2.1. Participants have to do a minimum number of tyre flips within sixty (60) seconds to get a sweat-activated t-shirt or drawstring bag, while stocks last. The Hunkle Challenge is an individual activity, and team play is not allowed.
- 2.2. The activity facilitator has the right to give a “no count” or to disqualify the participant in the event that the activity is not done / executed properly or according to the rules of the challenge.
- 2.3. The giveaway obtained depends on the number of tyre flips completed by the Participant.
- 2.4. Each Participant is only allowed to win only one giveaway (i.e. 1 sweat-activated t-shirt or drawstring bag) throughout the entire Period.
- 2.5. Each Participant is allowed to make multiple attempts. However, the Participant is required to queue again for each subsequent attempt.
- 2.6. Participants are required to wear covered shoes to participate in the challenge. HPB reserves the right to turn away any individual who is deemed as wearing inappropriate attire (e.g. open toe sandals, flip flops).

- 2.7. Participants are required to complete an indemnity form and undergo a safety briefing prior to participation in the activity.

### **3. How to participate in the Hunkle Challenge: Power Sled**

- 3.1. Participants have to do a minimum number of laps within sixty (60) seconds to earn a sweat-activated t-shirt or drawstring bag, while stocks last. The Hunkle Challenge is an individual activity, and team play is not allowed.
- 3.2. The activity facilitator has the right to give a “no count” or to disqualify the participant in the event that the activity is not done / executed properly or according to the rules of the challenge.
- 3.3. The giveaway obtained depends on the number of laps completed by the Participant.
- 3.4. Each Participant is only allowed to win only one giveaway (i.e. 1 sweat-activated t-shirt or drawstring bag) throughout the entire Period.
- 3.5. Each Participant is allowed to make multiple attempts. However, the Participant is required to queue again for each subsequent attempt.
- 3.6. Participants are required to wear covered shoes to participate in the challenge. HPB reserves the right to turn away any individual who is deemed as wearing inappropriate attire (e.g. open toe sandals, flip flops).
- 3.7. Participants are required to complete an indemnity form and undergo a safety briefing prior to participation in the activity.

### **4. Conduct of DUBH activities**

- 4.1. HPB reserves the right to disqualify a Participant and forfeit any giveaway 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 T&Cs;
  - c. The Participant has committed any act of fraud or dishonesty, or has misrepresented anything in connection with DUBH
  - d. The Participant exhibits nudity or profanities, is libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public
  - e. The Participant is abusive to our staff on-ground or causes a nuisance at any of our activations.
  - f. The Participant dies or becomes physically or mentally incapable.

### **5. Giveaways**

- 5.1. All giveaways given for participation in DUBH related activities are provided on a while stocks last basis.
- 5.2. For audit and validation purposes, the winning participant is required to be present in person to participate and redeem the gift. Where required for NRICs to be sighted as part of the claim process, only original NRICs are accepted. NRICs are strictly not transferrable.

- 5.3. Each participant is only entitled to one giveaway (i.e. 1 sweat-activated t-shirt or 1 drawstring bag).
- 5.4. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any of the giveaways with another of similar value.
- 5.5. Participants are not allowed to exchange the giveaway for cash or other goods or services. HPB will not entertain any request for exchanges.
- 5.6. Images shown on all marketing materials are for illustration purposes only. Actual products may be different from the images shown.
- 5.7. The giveaways are provided on an “as is”, “with all faults” and “as available” basis. HPB does not warrant, represent or guarantee the usability or quality of the giveaway, or that the claims made by the manufacturers, distributors and/or service providers of the giveaways are accurate. To the fullest extent permitted by the law, HPB disclaims all warranties (whether express or implied) including but not limited to warranties that the giveaways will meet the Participants’ requirements, warranties of satisfactory quality, warranties of merchantability or fitness for a particular purpose. All warranty claims with regard to a giveaway shall be directed to the applicable manufacturer/service provider and not to HPB. Upon the issuance of a giveaway to a winning Participant, neither HPB nor its employees, directors, officers, agents or assignees shall be responsible or liable in any way to any person for any giveaways that are tampered, damaged, or not working properly.

## **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. Communication with the Participant for purposes related to DUBH; and
  - b. Publicity, advertising or marketing purposes in connection with DUBH and/or in connection with any HPB programmes/outreach/initiatives/activities.
- 6.2. 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. DUBH Participants 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 “Promotion Materials”).
- 7.2. HPB shall own all the rights, title and interests including intellectual property rights in and to the Image Recording and DUBH Materials.
- 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 DUBH 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 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 10.1 to 10.4 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 any 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 giveaway but does not comply with these obligations, he/she shall be required to return the giveaway to HPB.

## **8. Limitation of liability**

- 8.1. All Participants in DUBH 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 way related to their participation in DUBH;
  - 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 giveaways or participation in DUBH;
  - 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 DUBH 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 right at its sole discretion, to suspend, postpone or terminate DUBH or, shorten or extend the duration of DUBH campaign Period 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 at any point in time of the activity or deployment. Any change to the T&Cs shall take effect immediately and shall bind all Participants of any ongoing DUBH activities including those who have participated before the date of the change.
- 9.2. 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.
- 9.3. In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to DUBH, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 9.4. The T&Cs shall be governed by the laws of Singapore. The T&Cs shall constitute the entire understanding and agreement between HPB and the Participants. The T&Cs are not intended to confer rights on any third party, 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.
- 9.5. 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.
- 9.6. In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to DUBH, the T&Cs shall prevail.

## **10. Contact details for enquires**

- 10.1. For more enquiries, you can visit [gethealthy.sg/GoHunkle](http://gethealthy.sg/GoHunkle), email us at [hpb\\_mailbox@hpb.gov.sg](mailto:hpb_mailbox@hpb.gov.sg) or call Healthline at 1800 223 1313. Our hotline operating hours are as follow:

Mondays to Fridays: 8.30am to 5pm

Saturdays and eve of Public Holidays: 8.30am to 1pm

Sundays and Public Holidays: Closed