



## **Lose To Win® (Individual) Terms and Conditions**

These terms and conditions (the “**Terms and Conditions**”) apply if you join “Lose To Win® (Individual)” (the “**Programme**”) as an individual adult participant (aged 21 to 64 years old) (“**Participant**”).

### Eligibility Conditions

All Participants must be Singapore Citizens or Permanent Residents of Singapore with valid NRIC and aged between 21 years of age to 64 years old at point of registration.

All Participants must submit their self-reported weigh-in (measurement of height and weight (the “**Initial Measurements**”)) according to the directions and guidelines as prescribed and/or administered by the Health Promotion Board (“**HPB**”). Participants must have a Body Mass Index (which refers to- mass in kg/height squared in m<sup>2</sup>) (“**BMI**”), as calculated based on the Initial Measurements, within the range of 23kg/m<sup>2</sup> to 37.4 kg/m<sup>2</sup> (both figures inclusive) to be eligible.

All Participants must minimally be able to perform moderate-intensity physical activity, as defined by HPB according to <https://www.healthhub.sg/live-healthy/387/TypesOfActivities>. All Participants must be free from prior and/or current heart related diseases whether known at the time of registration or otherwise, and/or free from any other medical conditions that may worsen after engaging in physical activities. Pregnant women are not eligible to join.

### Reward(s) Scheme

The Programme will commence on 30<sup>th</sup> August 2021, and run for 12 consecutive weeks, ending on 21<sup>st</sup> November 2021. A “Week” refers to 7 consecutive days inclusive of weekends and public holidays.

All Participants must weigh-out (measurement of height and weight (the “**Final Measurements**”)) according to the directions and guidelines as prescribed and/or administered by HPB upon completion of the 12-week programme, during any of the Lose To Win® Physical Activity sessions held on the 12<sup>th</sup> week.

Where applicable, should the Participant be eligible for reward(s) of any kind earned throughout the programme, details to claim and final collection dates will be sent separately. Should the reward(s) not be collected by the due date provided, the reward(s) will be dealt with by HPB in any way that HPB deems suitable.

## Other Conditions

HPB reserves the right to disqualify and withdraw reward(s) from any person found to be ineligible, at any time at HPB's sole discretion.

HPB reserves the right to modify and/or terminate the Rewards Scheme at any time at its sole discretion without any further notice to Participants.

HPB may vary the Terms and Conditions without notice or discontinue or withdraw Lose To Win® (Individual) at any time without any notice or liability to any party.

All Participants agree and consent to being contacted by HPB for issues in relation to, arising out of and/or in connection to their use of the Healthy 365 App, and/or healthy lifestyle and/or health-related activities/programmes. HPB's "**Lose To Win® Motivators**" (past graduates of Lose To Win® (Individual) and certified Health Ambassadors) may also contact any Participant to provide encouragement and support, including via social media applications and/or communication platforms (for example but without limitation to WhatsApp), whether directly or facilitated by HPB and/or its authorised representatives, agents and/or employees. In this regard, all Participants acknowledge and agree that all communications with the **Lose To Win® Motivators** are not in the control of HPB and HPB shall not be responsible for any communications therein to the highest extent permitted by law. Should Participants wish to withdraw such consent, Participants would have to do so by writing in to HPB at [moveit@hpb.gov.sg](mailto:moveit@hpb.gov.sg).

HPB's decision on all matters relating to the Programme is final and binding on all Participants. HPB will not entertain any queries with regard to any results of the Programme, and will not be obliged to provide the reason(s) for its awarding decision to any Participant.

All Participants' participation in the Programme is entirely voluntary and any activities Participants take part in as part of the Programme will therefore be entirely at their own risks. These fully voluntary activities may include (but are not limited to): all physical activity sessions/programmes/exercises that Participants participate with, and their attendance taken using Lose To Win® HPB QR codes as part of the Rewards Scheme, where applicable.

HPB shall not be liable for any injuries sustained/casualty that arise directly and/or indirectly from the participation of Lose To Win® (Individual). Participants shall indemnify HPB against any action, claim, damages, charges and costs arising from or incurred by reason of any safety issues and/or injuries sustained by Participants as a result of, in connection with and/or related to their participation in Lose To Win® (Individual).

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 Participants of the Programme 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, even if HPB or its agents or employees are advised of the possibility of such Losses.

All Participants agree and consent to the collection, use and disclosure of their personal data and/or information relating to their attendance, performance, results and/or rewards (if any) pertaining to and/or arising out of their participation in the Programme with any other parties who have referred them to the Programme and/or third party agencies and/or HPB's employees and individuals as authorized by HPB for the purposes of marketing, promoting and administering Lose To Win<sup>®</sup> programmes. Such parties may include (but are not limited to): hospitals that have screened Participants and referred them to HPB for the Lose To Win<sup>®</sup> programmes and HPB's employees and/or staff.

All Participants agree to abide by all terms and conditions governing the use of the Healthy 365 App, whether or not the Healthy 365 App is in fact used, which is found upon accessing the App once it has been downloaded accordingly and which are expressly incorporated herein.

All Participants agree and consent to HPB's featuring them in video footage and still photographs taken during programmes, roadshows, campaigns and/or challenges related to and/or in connection to Lose To Win<sup>®</sup> programmes. All Participants understand and agree that any intellectual property subsisting therein and/or derived out of including but not limited to copyright and other related rights shall vest in HPB, exclusively and irrevocably. Accordingly, all Participants agree and consent to HPB's use, reproduction and/or distribution of such video footage and still photographs as it sees fit for the purposes of education and health promotion. HPB will not provide any claims (monetary or otherwise) for the usage, reproduction and/or distribution of such video footage and still photographs. All Participants hereby agree to release and discharge HPB from any and all liability resulting from or arising out of any act done or omission by HPB and/or any other party as authorised by HPB, whether in relation to distortion and/or alteration of such video footage and still photographs, whether the same is intentional or otherwise.