

## **Terms & Conditions Governing Step It Up July! Challenge**

The following terms and conditions, and all subsequent revisions or amendments (“**T&Cs**”) made by the Organisers, Health Promotion Board (“**HPB**”) and Team Axis, shall apply to the “Step It Up July! Challenge” (also referred to as the “Challenge”). Participation in the Challenge signifies your agreement to be bound by all the T&Cs listed below. The Organisers reserve the right to change these T&Cs at any time at its sole discretion. Amendments shall take effect immediately on the Challenge. Your continued participation of the Challenge thereafter represents your agreement to any such amendment(s). Please do not participate in the Challenge should you not agree to the T&Cs.

### **1. OVERVIEW OF THE STEP IT UP JULY! CHALLENGE**

- 1.1 The Challenge is an initiative to motivate participants (each a “Participant” and collectively, the “**Participants**”) to move, gain health knowledge and form healthy habits through daily activities across 30 days.
- 1.2 The Challenge will start on 18 July 2022, 0000 hours and will end on 17 August 2022, 2359 hours (“Official Challenge Period”).
- 1.3 A Step It Up (SUPer) point refers to points awarded during this Challenge, and not HPB’s Healthpoints.

### **2. PARTICIPATION ELIGIBILITY**

- 2.1 A Participant must be a Singaporean or Permanent Resident of Singapore with a valid NRIC or a foreigner with a valid FIN.
- 2.2 A Participant must be 17 years or older at the point of registration. If below 18 years of age, participant must have obtained consent from his/her parent or legal guardian to participate in this Challenge and to be bound in all respects by these Terms and Conditions. Participants must submit proof of such parental or guardian consent in this Challenge, if required by HPB.

### **3. CHALLENGE MECHANICS**

- 3.1 To participate and qualify for the Challenge rewards, Participants will need to do the following:
  - Be a National Steps Challenge™ Corporate Challenge participant.
  - Sign up for the ‘Step It Up July! Challenge’ and provide their particulars via sign-up form on the “Step It Up July! Challenge” Website: <https://www.team-axis.com/step-it-up-july>
  - Participate in the day’s virtual activity:
    - a. [Mondays to Thursdays – Boost Sweat Out with the Stars] Participate in the virtual workouts by registering on Healthy 365 app.
    - b. [Fridays to Sundays – Freestyle Quiz] Answer the health quizzes.
  - Sync at least 10,000 daily step count to the Healthy 365 app on the day the activity was completed, by 2359hours. Each day’s verified step count of 10,000 and participation in the day’s virtual activity will entitle participant to 1 SUPer point.

#### 4. REWARDS AND WINNER VERIFICATION

- 4.1 [Mondays to Thursdays – Boost Sweat Out with the Stars] Participants who participate in the virtual workouts and have a verified synced record of 10,000 steps on Healthy 365 app, will earn 1 SUpEr point.
- 4.2 [Fridays to Sundays – Freestyle Quiz] Participants who correctly answer the health quizzes and have a verified synced record of 10,000 steps on Healthy 365 app, will earn 1 SUpEr point.
- 4.3 Participants will be awarded with the following incentives based on the number of SUpEr Points they have achieved **at the end of the challenge**:

Tier	SUPer Points	Rewards
3	5-9 points	\$2 Mr Bean e-Voucher
2	10-19 points	\$5 NTUC e-Voucher
1	20-31 points	\$10 NTUC e-Voucher

The awarding of SUpEr points will be independently tracked and verified backend by the Organisers.

- 4.4 Participants who achieve 20 or more SUpEr points by the end of the challenge will also be entered into a lucky draw. **Three** lucky winners will receive a \$50 CapitaLand voucher each.
- 4.5 All reward recipients will be contacted by the Organisers via e-mail by 16 September 2022. In the event that the recipient does not complete winner verification after 5 working days, the Organisers reserve the right to award the reward(s) to another eligible recipient.
- 4.6 The Challenge is open to everyone. However, participants listed below will not be eligible for any lucky draw prize valued above \$10.
- Participants who are not enrolled in **National Steps Challenge™ Corporate Challenge**
  - HPB employees and/or immediate family members of a HPB employee;
  - Third-party vendors, service providers and/or event organisers (“EOs”) and their employees, who are involved in or connected to, directly or indirectly, the contest.
  - Any other person or class of persons deemed ineligible or notified by HPB as being ineligible from time to time.
- 4.7 The Organisers reserve the sole and absolute discretion to determine the eligibility of any person in relation to Challenge, and may at any time before, during or after the Challenge disqualify any person from participating in the Challenge without providing any reason.
- 4.8 The Organisers’ decision on all matters relating to the Challenge is final and binding on all Participants. The Organisers will not entertain any queries with regard to any Challenge results and will not be obliged to provide the reason(s) for its prize decisions..
- 4.9 The Organisers in their sole and absolute discretion and without prior notice, can replace, change or substitute any reward with another of a similar value.

## **5. DATA PROTECTION**

5.1 By signing up for the Challenge, Participants consent to the collection, use and disclosure of personal data by HPB, as stated by the terms and conditions of the Healthy 365 app. "Personal Data" refers to any data collected by HPB under the Challenge which can be used to identify an individual, such as a name, address or email address.

5.2 HPB may use such personal data:

- a) For publicity, liaison, advertising or marketing purposes in connection with any HPB programmes/outreach/initiatives/activities,
- b) To provide the Participants with the services and functions of the Challenge, including setting up the Participant's account, informing the Participant about service updates, and managing and providing rewards,
- c) To identify and deliver messages that may be of interest to the Participant,
- d) Assisting the Participant with enquiries and obtaining their feedback.

5.3 HPB may share personal data with:

- a) HPB's partners, service providers or third-party contractors involved in this Challenge, so as to serve Participants in a most efficient and effective way,
- b) Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or

Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity the Challenge, or a Participant's safety or the safety of others, or (b) to detect, prevent or respond to fraud, intellectual property infringement, violations of these terms and conditions, violations of law or other misuse of the Challenge.

5.4 Participants are responsible for providing complete and accurate contact information to HPB. HPB accepts no responsibility for any inability or failure to contact the participants arising from inaccurate or incomplete contact information.

## **6. HEALTH ADVISORY**

6.1 HPB strongly recommends that Participants consult with their doctor before beginning any exercise program. Participants should be in a good physical condition and be able to participate in the activities under the Challenge. Participants also understand that when participating in the Challenge, there is the possibility of physical injury. If Participants engage in the activities of the Challenge, Participants agree that they do so at their own risk, are voluntarily participating in these activities and Challenge, assume all risk of injury to themselves, and agree to release and discharge HPB from any and all claims or causes of action, known or unknown, arising out of Challenge. Participants who are concerned about participation the Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging

in any activities in the Challenge. Participants must not participate in the Challenge activities or events if they are not feeling well.

- 6.2 The health information and other information on the Challenge and/or HPB fitness trackers are general in nature. It is provided as a public service and for information purposes only. This information does not constitute, nor is it a substitute for, medical advice, legal advice or professional services. In particular, the health information on the Challenge and/or HPB fitness trackers is not intended as a substitute for seeing a doctor or other professional advisor. The Participant must always consult their doctor if they have any specific health care needs. A doctor can provide the Participant with the necessary medical diagnosis and treatment. The Participant must not rely on the information on the Challenge and/or HPB fitness trackers to self-diagnose their illness. The Participant must never disregard medical advice or delay seeking such advice because of anything presented on the Challenge and/or HPB fitness trackers. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their participation in the Challenge and/or use of HPB fitness trackers would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using the Challenge and/or HPB fitness trackers against medical advice or if doing so might pose any health risk. In this context, the Participant acknowledges that they take full responsibility for their health, life and well-being, as well as the health, lives and well-being of their family and children (born and unborn, as applicable), and all decisions now or in the future. The Participant's use of the Challenge and/or HPB fitness trackers does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between the Participant and HPB. HPB shall not be responsible, under any theory of liability or indemnity, for your use of or reliance on the Challenge and/or HPB fitness trackers.
- 6.3 HPB shall not be responsible, under any theory of liability or indemnity, for any injuries sustained/casualty (to the extent permitted by law) that arise directly or indirectly from the participation in the Challenge and/or its associated activities or events held by HPB and/or any utilisation or reliance of any data from the HPB fitness trackers.
- 6.4 Participants shall indemnify and hold HPB harmless its officers, employees and agents from and against all claims of any nature made by any person arising out of or in connection with this Challenge and these terms and conditions.

## **7. GENERAL**

- 7.1 By participating in the Challenge, in addition to these terms and conditions governing the Challenge, Participants agree and undertake to abide by all the terms and conditions governing the use of the Healthy 365 app, which are expressly incorporated herein and can be found at <https://www.team-axis.com/step-it-up-july>.
- 7.2 Without prejudice to any other provision in these terms and conditions, 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 the Participants of the Challenge 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 (to the extent limited by law), even if HPB or its agents or employees are advised of the possibility of such Losses.

- 7.3 HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under the Challenge from any Participant at its sole discretion if:
- a) HPB, in its sole discretion, decides that the participation is not valid;
  - b) Participant(s) who do not agree to abide by and be bound by and breach the terms and conditions of the Healthy 365 app;
  - c) Participant(s) who are abusive to HPB staff at any point of contact;
  - d) Participant(s) who failed to provide true, correct and accurate information at any point of contact;
  - e) HPB discovers or has reasonable grounds to suspect that the
    - i. Participant has attempted to undermine or have undermined the operation of the Challenge by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the Challenge including without limitation the unauthorised use of profiles not belonging to the Participant, in which event, the Participant may be referred to the relevant law enforcement agencies for investigation; or
    - ii. Participant's participation status and any accumulation of rewards/prizes were earned fraudulently; and/or
  - f) Participant has received any rewards and/or entitlement under the Challenge pursuant to a glitch or technical error or malfunction of the system.
- 7.4 The Terms & Conditions shall be governed by the laws of Singapore. The Terms & Conditions shall constitute the entire understanding and agreement between the HPB and the participants. The Terms & Conditions 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 Terms & Conditions.
- 7.5 If any term or provision of the Terms & Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms & Conditions. The validity or enforceability of the remainder of the Terms & Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms & Conditions 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 Terms & Conditions.
- 7.6 In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or promotional material relating to challenge, the Terms & Conditions shall prevail.
- 7.7 HPB reserve the right to use the names and photographs of the participants and reward/prize recipients for any promotional, marketing or publicity purposes in any media.

## **8. CONTACT DETAILS**

- 8.1 For enquiries, please contact us at 9027 3873 or [healthywe@team-axis.com](mailto:healthywe@team-axis.com). Operating hours are Mondays to Fridays, 10am to 6.30pm (excluding Public Holidays).