

Restricted

Terms & Conditions Governing The Get Fit! Challenge Season 1

The following terms and conditions, and all subsequent revisions or amendments (“**T&Cs**”) made by the organiser, Health Promotion Board (“**HPB**”), shall apply to the “Get Fit! Challenge” (“**Challenge**”). Participation in the Challenge signifies your agreement to be bound by all the T&Cs listed below. Please do not participate in the Challenge should you not agree to the T&Cs.

A. OVERVIEW OF THE GET FIT! CHALLENGE

1. The Challenge is an initiative by the HPB for participants (“**Participants**”) to find out more about their body composition (e.g. skeletal muscle mass, percentage body fat, visceral fat).
2. Season 1 of the Challenge will be from May – September 2019.
3. Participation in the Challenge is free.

B. PARTICIPATION ELIGIBILITY

1. You must be a Singaporean or Permanent Resident of Singapore with a valid NRIC or a foreigner with a valid FIN.
2. You must be 18 years or older at the point of registration. Eligible persons who are below 18 years of age must obtain parental consent before participating in the Challenge.

C. REWARDS

1. Improvement reward
 - a) During each weigh-in, participants who show improvement in at least one of the following indicators from the previous weigh-in, will each earn a \$5 voucher from Team Axis.

Improvement for each indicator is defined as:

Indicator	Definition of Improvement	Remarks
Body Weight (proxy to Body Mass Index)	- 1.5% (kg)	Only for participants who have BMI \geq 23.0kg/m ² during the 1 st weigh-in
Skeletal Muscle Mass	+ 1.5%	
Percentage Body Fat	- 1.5%	
Visceral Fat	- 1 level	

- b) Rewards are available on a while-stocks-last basis.
- c) Team Axis reserves the sole and absolute discretion to determine the eligibility of any Participant in relation to the reward.
- d) If Participants are under the age of 18, the prize must be claimed by their parent or legal guardian.
- e) Team Axis reserves the right to decide on the type of reward and replace the reward with immediate effect at any time during the Challenge period without prior notice. Team Axis further reserves the right to modify and/or terminate this reward scheme at any time at its sole discretion without any further notice.

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2. Grand Prize

- a) At the end of Season 1, one winner from each category per cluster will win a Grand Prize from Team Axis. Three categories are:

Category	Remarks
Best improvement in Body Mass Index	Only eligible for participants who have BMI $\geq 23.0\text{kg/m}^2$ during the 1 st weigh-in
Best improvement in Skeletal Muscle Mass	
Best improvement in Percentage Body Fat	

- b) Each participant can only win in one of the three categories, i.e. can only win one Grand Prize. In the event that a participant is ranked best improvement in more than one category, he/she will win in the category which has the biggest level of improvement.
- c) All winners will be contacted by Team Axis via telephone and/or email by 31 October 2019 and must respond within three working days of being notified. In the event that a winner is unable to produce valid proof of identity within three working day or does not respond to the call and/or email within the stipulated period, he/she will be disqualified and Team Axis may in its discretion pick another winner from the reserve list.
- d) Team Axis will contact the winners to arrange for the mode of redemption.
- e) The Grand Prize is open to Challenge Participants, except:
- 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 Grand Draw.
 - Any persons who is found to be insane, deceased, insolvent or the subject of criminal investigation, or has criminal proceedings instituted against him/her in any jurisdiction;
 - Any other person or class of persons deemed ineligible or notified by HPB as being ineligible from time to time.
- f) Team Axis reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Grand Prize, and Team Axis may at any time before, during or after the Grand Prize disqualify any person from participating in the Grand Prize without providing any reason.
- g) If the Grand Prize winners are under the age of 18, the prize must be claimed by their parent or legal guardian.
- h) The result of the Grand Prize is final and no appeals will be entertained.
- i) HPB and Team Axis accepts no responsibility for the variation in the value of the prizes due to unforeseen circumstances.
- j) Team Axis reserves the right to redraw in the event that the Participant drawn does not meet the T&Cs of the Challenge and the Grand Prize.

3. Other Rewards

- a) HPB may allow additional rewards or Healthpoints to be won by participants via the Healthy 365 mobile application outside of the Challenge’s rewards through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 mobile app.

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- b) HPB reserves the right to modify and/or terminate the Challenge rewards at any time at its sole discretion without any further notice to the participants.

D. DATA PROTECTION

1. If you choose to sign up for this Challenge, you consent to the collection, use and disclosure of your personal data by HPB and its third party vendors and service providers related to this Challenge and its related activities.
2. By choosing to participate in the Challenge and its related activities, you hereby agree that any and all personal data provided to HPB and its third party vendors and service providers may be used and/or disclosed by HPB and its third party vendors and service providers for the following purposes:
 - a) Communication with the winner for purposes related to this Challenge and related activities; and
 - b) Publicity, advertising or marketing purposes in connection with the Challenge and related activities and/or in connection with any HPB's programmes/ outreach/ initiatives/ activities; and
 - c) Feedback on the Challenge.
3. You are responsible for providing complete and accurate contact information to HPB and its organisers. HPB accepts no responsibility for any inability or failure to contact you arising from inaccurate or incomplete contact information.

E. HEALTH ADVISORY

1. Data from this Challenge and the Inbody 270 machine is not intended to be utilised and/or relied on for medical purposes.
2. Participants with medical conditions or specific healthcare needs should consult with their doctor before engaging in this Challenge.
3. Participants should not participate in the Challenge activities or events if they are not feeling well.
4. 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 Inbody 270 machine.

F. ALL OTHER INDEMNITY, DISCLAIMERS AND LEGAL INFORMATION

1. 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 you, 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.
2. HPB reserves the right to investigate cases of suspected fraud or dishonesty and suspend your participation status during the investigation period. All rewards will be forfeited upon the HPB's termination of your participation in the Challenge without any compensation or liability to you. HPB's decision in suspending or terminating any user's participation in the Challenge shall be final and binding on all parties. HPB further reserves the right to claim against any user for losses or damages suffered by HPB as a result of any fraudulent or dishonest act by such Participant.
3. Actual prizes may be different from the images shown on marketing materials.

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4. HPB reserves the right to withdraw, discontinue or terminate the Challenge, or extend the Challenge Period without prior notice or liability to you. HPB shall not be liable for any loss, damage or expense incurred arising from such withdrawal, discontinuation or termination of the Challenge or extension of the Challenge Period.
5. The prizes are provided on “as is”, “with all faults” and “as available” basis. HPB does not warrant, represent or guarantee (whether expressly or impliedly) the usability or quality of the prizes, or that the claims made by the manufacturers, distributors and/or service providers of the prizes are accurate.
6. All prizes cannot be assigned, transferred, redeemed for cash or substituted and are not exchangeable whether for cash, in kind or for other goods/services, whether wholly or partially. Prize winners may not sell any of the prizes that are awarded. Any contravention of this condition may result in forfeiture of the prize by HPB.
7. By participating in this Challenge and/or claiming any prize, prize winners hereby release and agree to hold harmless HPB and its affiliates, contractors and agents and their respective directors, officers and employees from any and all liability for any loss (including, without limitation, indirect or consequential loss), damage, expenses, personal injury or death in connection with this challenge, or any prize.
8. By participating in this Challenge, you agree to be bound by and to comply with these T&Cs. HPB may, at any time, at its sole discretion and without prior notice or liability to you, vary, modify or amend the terms within these T&Cs. For the avoidance of doubt, the amended T&Cs will prevail in the event of inconsistency.
9. Non-compliance with or breach of any of these T&Cs may disqualify you, and any prizes won by you may be forfeited, withheld, withdrawn or reclaimed by HPB at its sole discretion.
10. All matters, including but not limited to disputes and questions, relating to this Challenge and the T&Cs will be determined by HPB at its sole discretion. HPB’s decision shall be final, conclusive and binding. HPB will not entertain any queries with regard to any Challenge results, and will not be obliged to provide the reason(s) for its awarding decision to you.
11. Prize winners 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 “Challenge Materials”).
12. HPB shall own all the rights, title and interests including Challenge intellectual property rights in and to the image recording(s) and the Challenge Materials.
13. HPB shall have the right to publish, reproduce, make adaptations, communicate and make available to the public, the image recording(s) and the Challenge Materials in any media, whether in print, digital or any other format, for any publicity purposes connected with the Challenge or any other activity of HPB connected with being a winner in the Challenge (“Publicity Purposes”), including sharing or disclosing the image recordings or the Challenge Materials to any third party authorised by HPB for the Publicity Purposes, without restriction and without the need to notify the prize winner in advance.
14. The participant will have no right to approve the finished product wherein the image recording(s) or his/her likeness appears, and shall not receive royalties or any other compensation arising or related to the use of the image recording(s) or the Challenge Materials.
15. These T&Cs shall be construed in all respects according to Singapore law and participants submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
16. In the event of any inconsistency between these T&Cs and any brochure, marketing or promotional material relating to the Challenge, the terms of these T&Cs will prevail.