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Terms & Conditions Governing GPS Art Challenge

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 “GPS Art” Challenge (also referred to as the “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.

1. OVERVIEW OF THE GPS ART CHALLENGE

- 1.1 The Challenge is an initiative to motivate participants (each a “Participant” and collectively, the “**Participants**”) to clock steps and/ or MVPA by creating an artwork via running, walking or cycling along the circumference of a global positioning system (“GPS”) map. GPS Art Challenge is an extension of National Steps Challenge™ Season 6 Corporate Challenge.
- 1.2 The Challenge will start on 25th February 2022, 0000 hours and will end on 13th March 2022, 2359 hours (“Official Challenge Period”).

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. THE CHALLENGE

- 3.1 Participants who signed up for the Challenge are encouraged to clock a minimum of 2km either by walking, running or cycling during the Official Challenge Period. Participants are allowed to submit 1 entry for ‘Draw NSC6’ category and multiple entries for ‘Freestyle Drawing’ category during the Official Challenge Period. To participate and qualify for the Challenge, participants will need to do the following:
 - Sign up for the Challenge and provide their particulars by 13th March 2022 via sign-up form on Team Axis’s GPS Art Challenge Website: <https://www.team-axis.com/gps-art-challenge>
 - Upload a screenshot of completed artwork, distance clocked, steps count and MVPA during the Official Challenge Period via submission form on Team Axis’s GPS Art Challenge website: <https://www.team-axis.com/gps-art-challenge>
 - Sync their steps count and MVPA to H365 app on the day the activity was completed for backend verification with the screenshot submitted

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4. PRIZES AND SELECTION OF WINNERS

- 4.1 Winner must be a National Steps Challenge™ Season 6 Corporate Challenge (“Corporate Challenge”) participant.
- 4.2 Eligible participants for the respective categories will be awarded with stated prize if criteria are met. For participants who are eligible for prizes from more than 1 tier, only the higher tier prize will be awarded.
- 4.3 The HPB and LIHO e-voucher for winners of tier 1 and 4 respectively will be credited into eligible participants’ Healthy 365 app e-wallet. Team Axis will be contacting winners of tier 2 and 3 to provide details for redemption of the NTUC vouchers by 28th March 2022.

Tier	Prize Category	Criteria (Walk/ Run)	Criteria (Cycle)	Prize
1	Longest distance *Artwork must be completed within 24 hours	10 participants with longest distance and clocked a min. of 2km	10 participants with longest distance and clocked a min. of 5km	\$40 HPB e-Voucher
2	Most creative artwork *Based on novelty and aesthetics	20 participants with the most creative artwork and clocked a min. of 2km		\$20 NTUC Voucher
3	Participants with minimum 30 mins MVPA	First 50 participants	First 50 participants	\$5 NTUC Voucher
4	Participants with minimum 8 km submission (equivalent to 10,000 steps)	First 100 participants that clocked at least 8km or 10,000 steps		\$2 LIHO e-Voucher

- 4.4 All winners will be contacted via e-mail and SMS by 28th March 2022. In the event that the winner does not acknowledge the prize within the stipulated time, HPB reserve the right to award the prize to another winner.
- 4.5 The Contest is open to everyone. But participants listed below will not be entitled to the prizes.
- 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.
- 4.6 HPB 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.
- 4.7 HPB’s decision on all matters relating to the ‘GPS Art Challenge’ is final and binding on all Participants. 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 a Participant.
- 4.8 HPB in its sole and absolute discretion and without prior notice, replace, change or substitute any rewards with another of similar value.

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5. DATA PROTECTION

5.1 By signing up for 'GPS Art 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. In addition, Participants consent to the collection, use and disclosure of their Personal Data as provided in this clause 5. "Personal Data" means any data collected by HPB under 'GPS Art Challenge' which can be used to identify an individual, such as a name, address or email address. HPB will also collect Personal Data from a Participant through the Preferred Fitness Tracking Device such as wellness and fitness information including various activities undertaken by a Participant.

5.2 HPB may use the 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 'GPS Art 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,
- e) To develop and refine the 'GPS Art Challenge' and/or the National Steps Challenge™,
- f) To understand the overall effectiveness of the 'GPS Art Challenge' and/or the National Steps Challenge™ and/or its impact on the health system in Singapore, and/or
- g) To devise, organise and implement health programmes and other health related activities for the promotion of good health and lifestyles in Singapore including health education programmes, and programmes and other activities for the and related to the prevention or detection of diseases.

5.3 HPB may share Personal Data with:

- a) HPB's service providers or third-party contractors involved in this 'GPS Art Challenge', so as to serve Participants in a most efficient and effective way,
- b) HPB's partners involved in this 'GPS Art Challenge',
- c) HPB's consultants or professional advisers including but not limited to accountants, lawyers and auditors,
- d) HPB's third party collaborators for the purposes of clause 5.2(f) to (g) above,
- e) Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or

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- f) Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of 'GPS Art 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 'GPS Art 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 Participants who are concerned about participation in 'GPS Art Challenge' due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in 'GPS Art Challenge'. Participants must not participate in the 'GPS Art Challenge' activities or events if they are not feeling well.
- 6.2 The health information and other information on 'GPS Art 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 'GPS Art 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 'GPS Art 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 'GPS Art 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 'GPS Art 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 'GPS Art 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 'GPS Art Challenge' and/or HPB fitness trackers.
- 6.3 Participants must also practice safe distancing and adhere to other prevailing Safe Management Measures during the course of their participation in the Challenge.
- 6.4 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 'GPS Art 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.
- 6.5 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 'GPS Art Challenge' and these terms and conditions.

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7. GENERAL

- 7.1 HPB does not guarantee that access to 'GPS Art Challenge' shall be uninterrupted or error free. To the fullest extent permitted by applicable laws, HPB on behalf of its directors, officers, employees and/or agents excludes and disclaims liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages; loss of use; loss of data; loss caused by a virus; loss of opportunity, business, revenue, income or profit; loss of or damage to property; claims of third parties; or other losses of any kind or character, even if HPB has been advised of the possibility of such damages or losses, arising out of or in connection with the use of 'GPS Art Challenge' or any other website or apps with which they are linked, or any products or services available on 'GPS Art Challenge'. The Participant assumes total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. HPB does not guarantee or warrant that files accessed on, and/or available for downloading from 'GPS Art Challenge' or any other website or apps with which they are linked are or shall be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. Participants shall access and download information from 'GPS Art Challenge' or any other website or apps with which they are linked at their own risk.
- 7.2 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/gps-art-challenge>.
- 7.3 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 'GPS Art 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.
- 7.4 HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under 'GPS Art 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 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

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- 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 'GPS Art Challenge' pursuant to a glitch or technical error or malfunction of the system.

7.5 Participants agree and consent to being contacted by HPB to obtain feedback about the 'GPS Art Challenge', the Healthy 365 app and/or fitness tracking devices used in the Challenge.

7.6 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.

7.7 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.

7.8 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.

7.9 HPB reserve the right to use the names and photographs of the participants and prize winners for any promotional, marketing or publicity purposes in any media.

8. CONTACT DETAILS

8.1 For enquiries, please contact team axis at healthywe@team-axis.com. Operating hours are Mondays to Fridays, 10am to 6.30pm.