

## **Terms & Conditions Governing Wellness Hunt**

The following terms and conditions, and all subsequent revisions or amendments (“**T&Cs**”) made by Team Axis and Health Promotion Board (“**Organisers**”) shall apply to the “Wellness Hunt” (also referred to as the “**Challenge**”). Participation in the Challenge signifies your agreement to all the T&Cs listed. Please do not participate in the Challenge should you not agree to the T&Cs.

### **1. ABOUT THE CHALLENGE & REWARD ELIGIBILITY**

1.1 The Challenge runs from 22<sup>nd</sup> August 2024, 1000 hours to 22<sup>nd</sup> August 2024, 2200 hours (“**Official Challenge Period**”) at Frasers Tower.

### **2. REWARD ELIGIBILITY & PRIZES**

2.1 Only participants who meet the following criteria will be eligible for the Lucky Draw (“**Eligible Participant**”).

- Participants must complete all 3 quizzes. The same mobile number must be used in all 3 quizzes. The Organisers will not be held liable for any incorrect information provided by the participants.
- Reward redemptions are only for participants 18 years old and above.

2.2 Fifty (50) Eligible Participants will each stand a chance to win a \$10 GrabGifts digital card.

2.3 Participants listed below will not be eligible for any of the rewards of the Challenge:

- HPB employees and/or immediate family members of an 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 Challenge.
- Any other person or class of persons deemed ineligible or notified by HPB as being ineligible from time to time.

2.4 All winners will be contacted by the Organisers via SMS on 5<sup>th</sup> September 2024. The Organiser reserves the right to forfeit the reward if the winner does not collect the prize within the stipulated time.

2.5 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.

2.6 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.

2.7 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.

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### **3. DATA PROTECTION**

3.1 By participating in the Challenge, Participants consent to the collection, use and disclosure of personal data by the Organisers, as stated by the terms and conditions of the Healthy 365 app. "Personal Data" refers to any data, collected by the Organisers under the Challenge, which can be used to identify an individual, for example, name, address, mobile number or email address.

3.2 The Organisers may use such personal data:

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

3.3 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, including but not limited to,
  - i. IT services, email messaging services, organising of our events, accounting, data analytic services, email messaging services, sending personalised messages, notifications or nudges, advertising services, marketing, handling of payment transactions etc.
  - ii. Managing and providing rewards for the Challenge
- 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.

3.4 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.

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### **4 HEALTH ADVISORY**

4.1 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

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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 if they are not feeling well. Participants may choose to withdraw at any time.

4.2 The health information and other information on the Challenge 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 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 to self-diagnose their illness. The Participant must never disregard medical advice or delay seeking such advice because of anything presented on the Challenge. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their participation in the Challenge would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using the Challenge 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 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.

4.3 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.

4.4 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.

## **5 GENERAL**

5.1 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 Restricted 5 governing the use of the Healthy 365 app, which are expressly incorporated herein and can be found on the Healthy 365 app.

5.2 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.

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5.3 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
  - iii. Participant has received any rewards and/or entitlement under the Challenge pursuant to a glitch or technical error or malfunction of the system.
- f) 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.
- g) 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.
- h) 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.
- i) HPB reserves 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.

## **6 CONTACT DETAILS**

6.1 For enquiries, please contact team axis at [healthywe@team-axis.com](mailto:healthywe@team-axis.com). Operating hours are Mondays to Fridays, 9.30am to 6.30pm.