

**TERMS AND CONDITIONS**

**1. Challenge Overview**

- 1.1. Scan & Win Challenge (“**Scan & Win Challenge**”) is an initiative by the Health Promotion Board (“**HPB**”) to encourage individuals to stay active. This Scan & Win Challenge is an extension of the National Steps Challenge<sup>™</sup>. A participant is required to sign up for the National Steps Challenge<sup>™</sup> prior to signing up for the Scan & Win Challenge.
- 1.2. Please read the following Terms & Conditions carefully before signing up for the Scan & Win Challenge. These Terms & Conditions apply to the Scan & Win Challenge. By accessing or participating in the Scan & Win Challenge, you (a “**Participant**”) agree to be bound by these Terms & Conditions as they may be modified and/or amended from time to time. HPB reserves the right to change these Terms & Conditions at any time at its sole discretion. Amendments shall take effect immediately on the Scan & Win Challenge. Your continued participation in the Scan & Win Challenge thereafter represents your agreement to any such amendment.
- 1.3. Eligible individuals (refer to Clause 3.1) can sign up by downloading the latest version of the Healthy 365 app on a compatible mobile phone, restoring their profiles (if applicable), and signing up for the Scan & Win Challenge via the “Challenges” tab on the Healthy 365 app.
- 1.4. Participants who have successfully signed up for the Scan & Win Challenge may accumulate QR code scans with their Healthy 365 app to earn rewards.
- 1.5. Participants are only eligible for rewards under the Scan & Win Challenge when they have successfully scanned QR codes provided at locations listed under “Challenge Progress” of the Scan & Win Challenge on the Healthy 365 app.
- 1.6. Participants must turn on location services on their mobile phones to successfully scan the Scan & Win QR codes in person.
- 1.7. Participants may start to accumulate QR code scans in accordance with the Scan & Win Challenge mechanics upon the start of the Scan & Win Challenge.
- 1.8. Participation in the Scan & Win Challenge is free.

**2. Official Challenge Period**

- 2.1. Registration for the Scan & Win Challenge will start on **14 April 2022, 1200 hours**.
- 2.2. The Scan & Win Challenge will officially start from **19 April 2022, 0000 hours** (“Official Challenge Period”) and end on **31 March 2023, 2100 hours**.
- 2.3. Participants earn Healthpoints from accumulating scans during the Official Challenge Period as set out in these Terms & Conditions.
- 2.4. HPB reserves the right to make changes to the Official Challenge Period as well as the start and end dates and time of the Scan & Win Challenge, without prior notice to Participants.

### **3. Participation Eligibility**

- 3.1. The Scan & Win Challenge is open to all individuals who meet the following eligibility criteria:
- a) Singaporean or Permanent Resident of Singapore with a valid NRIC, or a foreigner with a valid FIN;
  - b) 17 years or older (based on birth year) at the point of registration. Eligible persons who are below 18 years of age are required to obtain parental consent before participating in the Scan & Win Challenge. HPB may request for evidentiary proof of this consent at its sole and absolute discretion.

### **4. Rewards**

- 4.1. Participants may earn 80 Healthpoints for every 10 QR code scans within 3 weeks.
- 4.2. Participants may only earn a maximum of 240 Healthpoints every 3 weeks.
- 4.3. Participants may only accumulate a maximum of 2 QR code scans per day.
- 4.4. Participants must complete 30 QR code scans within 3 weeks from the first scan to earn 240 Healthpoints. Otherwise, scan progress will be reset to 0 after 3 weeks from the first scan.
- 4.5. Healthpoints earned will be directly credited into Participants' e-wallets.
- 4.6. Only QR code scans accumulated during the Official Challenge Period, **starting from 19 April 2022, 0000 hours and by 31 March 2023, 2100 hours**, can be used to earn Healthpoints.
- 4.7. Redemption of Healthpoints will be done via the HPB Loyalty Programme. To redeem Healthpoints in the Healthy 365 app, Participants must agree to the Terms and Conditions of the HPB Loyalty Programme found in this link: <https://www.healthhub.sg/programmes/182/healthhub-rewards>
- 4.8. Healthpoints earned under the Scan & Win Challenge are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. Participant is deceased), participation in the Scan & Win Challenge will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.
- 4.9. Any Healthpoints redeemed or expired on the Healthy 365 app will not be reinstated, refunded nor exchangeable for cash or other rewards. HPB will not entertain any request to reinstate Healthpoints that have been redeemed or expired on the Healthy 365 app.

### **Other Rewards**

- 4.10. HPB may allow additional rewards or Healthpoints to be won by Participants via the Healthy 365 app outside of the Scan & Win Challenge through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.
- 4.11. Under the Scan & Win Challenge, HPB may collaborate with partners to organise thematic or ad-hoc challenges with separate terms and conditions. HPB may allow additional rewards to be won by Participants, in accordance with the thematic or ad-hoc challenges' terms and conditions.

## **5. Data Protection**

- 5.1. By signing up for this Scan & Win 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 this Scan & Win Challenge which can be used to identify an individual, such as a name, address or email address.
- 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 Scan & Win 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) To develop and refine the Scan & Win Challenge,
  - e) To understand overall effectiveness of Scan & Win Challenge and/or its impact on the health system in Singapore, and
  - f) Assisting the Participant with enquiries and obtaining their feedback.
- 5.3. HPB may use the Personal Data:-
- a) HPB's service providers or third-party contractors involved in this Scan & Win Challenge so as to serve Participants in the most efficient and effective way,
  - b) HPB's consultants or professional advisers including but not limited to accountants, lawyers and auditors,
  - c) Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or
  - d) Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the Scan & Win 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 Scan & Win Challenge.
- 5.4. Participants 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 the participants arising from inaccurate or incomplete contact information.

## **6. Health Advisory**

- 6.1. HPB strongly recommends that Participants consult with their physician before beginning any exercise programme. Participants should be in a good physical condition and be able to participate in the activities under the Scan & Win Challenge. Participants also understand that when participating in the Scan & Win Challenge, there is the possibility of physical injury. If Participants engage in the activities of the Scan & Win Challenge, Participants agree that they do so at their own risk, are voluntarily participating in these activities and Scan & Win 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 Scan & Win Challenge. Participants who are concerned about participation in this Scan & Win Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this Scan & Win Challenge. Participants should not participate in the Scan & Win Challenge activities or events if they are not feeling well.

- 6.2. Participants shall indemnify and hold HPB, its officers, employees and/or agents harmless from and against all claims of any nature made by any person arising out of or in connection with this Scan & Win Challenge and these terms and conditions.

## 7. **General**

- 7.1. HPB does not guarantee that access to Scan & Win 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 Scan & Win Challenge or any other website or apps with which they are linked, or any products or services available on Scan & Win 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, Scan & Win Challenge are or shall be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. Participants shall access and download information from Scan & Win Challenge at their own risk.
- 7.2. HPB further reserves the right to modify and/or terminate the programme mechanics and/or reward scheme of the Scan & Win Challenge at any time at its sole discretion without any further notice to Participants.
- 7.3. By participating in the Scan & Win Challenge, in addition to these terms and conditions governing the Scan & Win Challenge, Participants agree and undertake to abide by all the terms and conditions governing the use of the Healthy 365 mobile app, which are expressly incorporated herein and can be found at <http://stepschallenge.gov.sg>.
- 7.4. 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 Scan & Win 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.
- 7.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this Scan & Win 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 & Conditions of the Scan & Win Challenge 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 Scan & Win Challenge by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the Scan & Win 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 earning of any rewards/prizes under the Scan & Win Challenge including without limitation, Healthpoints were fraudulent in nature; and/or
  - f) the Participant has received any rewards and/or entitlement under the Scan & Win Challenge pursuant to a glitch or error or malfunction of the system.
- 7.6. "HPB-related participants" means the following categories of persons:-
- a) employees and/or immediate family members (referring to the spouse, children, parents and/or siblings of such employees) of HPB;
  - b) all employees of any HPB appointed vendor who are directly or indirectly involved in the Challenge ("HPB Vendors");
  - c) employees of subcontractors of HPB Vendors who are directly involved in the Challenge, and/or
  - d) all employees of HPB's partners for the Challenge
- 7.7. HPB-related participants are:
- a) entitled to earn Healthpoints by completing requirements under the Challenge as indicated in clauses 4.1, 4.2, 4.3, 4.4;
  - b) not entitled to win Prizes, where "Prizes" means rewards involving an element of chance or luck (e.g. lucky draws, on-ground activations, online or social media contests).
- 7.8. If you, as an HPB-related participant win or earn a prize that is worth more than S\$10, or through mechanics with an element of chance or luck, you must declare your ineligibility through the redemption form (where provided), give verbal declaration to on-ground staff running the event/activity or submit an email declaration to HPB immediately at [stepschallenge@hpb.gov.sg](mailto:stepschallenge@hpb.gov.sg).
- 7.9. HPB's decision on all matters relating to the Scan & Win Challenge is final and binding on all Participants. HPB will not entertain any queries regarding any Scan & Win Challenge results and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 7.10. 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.
- 7.11. In 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.

7.12. In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or promotional material relating to Scan & Win Challenge, the Terms & Conditions shall prevail.