

## Terms & Conditions Governing

### The Eat, Drink, Shop Healthy Challenge 2021 Always On

The following terms and conditions, and all subsequent revisions or amendments (“**T&Cs**”) made by the organizer, Health Promotion Board (“**HPB**”), shall apply to the “Eat, Drink, Shop Healthy Challenge 2021 Always On” (“**Challenge**”). Participants who have joined the “Eat, Drink, Shop Healthy Challenge 2020 Always On” are automatically enrolled in this Challenge. Participation in the Challenge signifies your agreement to be bound by all the terms and conditions listed below. For new participants in the Challenge, please ensure that you read and agree to the T&Cs before participation.

#### A. ABOUT THE EAT, DRINK, SHOP HEALTHY CHALLENGE 2021 ALWAYS ON

1. The Challenge period will start from now until 30 September 2021 at 2359 hours (“**Challenge Period**”).
2. The Challenge covers four (4) promotional mechanics:
  - a) Healthpoints for Purchase of Qualifying Items – Earn Healthpoints by scanning QR codes using the Healthy 365 mobile application (“**Healthy 365 app**”) after purchasing Qualifying Items. The Healthpoints can then be redeemed for rewards through the Healthy 365 app. You may refer to Sections E1 - 4 for details of redemption and Section F for details of Qualifying Items.
  - b) Digital Passport Rewards – Earn digital stamps by scanning QR codes using the Healthy 365 app after purchasing Qualifying Items. Accumulate the digital stamps required for each Qualifying Item to redeem the rewards shown in the Digital Passport of the Healthy 365 app. You may refer to Section E5 - 8 for details. In the months of January and February 2021, exciting prizes such as staycations, Apple products and Dyson products are inserted into the digital passport to be won. Earning more food, drink and grocery stamps will get you closer to winning staycations, Apple products and Dyson products respectively.
  - c) On-Ground Activations – Spin-the-Wheel during on-ground activations to stand a chance to win prizes. You may refer to Section G for details. Due to restrictions imposed as a result of COVID-19, all Challenge activations are suspended till further notice.
  - d) Other Thematic/Ad-Hoc Promotions – For a limited time period only

3. Eligible persons (“**you**”) to participate in the Challenge:
  - a) Singapore citizens, permanent residents, employment pass holders or work permit holders;
  - b) Individuals aged 17 years and above at the time of participating in the Challenge, and the age of an individual is computed based on the calendar year in which the individual was born;
  - c) All HPB employees and immediate family members, provided that the total value of the rewards redeemed by the HPB employees and immediate family members does not exceed S\$250 in value;
  - d) Employees of participating Partners, with the exception of ALL third-party vendors, service providers and/or event organisers and their employees, who are involved in or connected to, directly or indirectly, the Challenge.

## **B. HOW TO PARTICIPATE**

1. You can participate in the Challenge by downloading the Healthy 365 app from Google Play Store or Apple App Store on your smartphone. It is recommended that the Healthy 365 app be downloaded on iOS 10 and above for smartphones operating on iOS, and OS 6 and above for smartphones operating on Android, for the Healthy 365 app to run optimally.
2. If you are new to the Healthy 365 app, you will be required to register a new profile. Alternatively, you can restore your profile if you have registered a profile previously. After completing your profile registration or restoration, you can sign up for the “Eat, Drink, Shop Healthy Challenge 2021 Always On” under the “Challenge” tab in the Healthy 365 app.
3. If you are an existing user of the Healthy 365 app, you can go to the “Challenge” tab and sign up for the “Eat, Drink, Shop Healthy Challenge 2021 Always On”.
4. You are entitled to either a QR ticket (“**QR Ticket**”) or receipt with a unique QR Code (“**Receipt**”) after making purchases from our Partners (“**Qualifying Items**”) during the Challenge Period, under the following conditions:
  - a) For each purchase of at least one (1) healthier food (“**Qualifying Food**”) in a single receipt;
  - b) For each purchase of at least one (1) healthier drink (“**Qualifying Drink**”) or healthier

dessert (“**Qualifying Dessert**”) in a single receipt; and/or

- c) For each purchase of at least one (1) grocery that carries the “Healthier Choice” symbol (“**Qualifying Grocery**”) in a single receipt.

The details of our Partners can be found in Annex A. You can also refer to <http://www.gethealthy.sg/eatdrinkshop> for the list of participating outlets.

#### **GETTING A QR TICKET**

5. For selected participating Partners that issue QR Tickets, please request for a QR Ticket from the Partner’s staff at the counter **immediately after** the purchase. Scan the QR code on the QR Ticket using the Healthy 365 app to earn Healthpoints and digital stamps.
  - a) Every Qualifying Food purchased entitles you to one (1) Food QR Ticket.
  - b) Every Qualifying Drink or Qualifying Dessert purchased entitles you to one (1) Drink QR Ticket.
  - c) Every Qualifying Grocery purchased entitles you to one (1) Grocery QR Ticket.

#### **GETTING A RECEIPT WITH A QR CODE**

6. For QR codes printed on Receipts, you will receive a Receipt with a unique QR code printed on it after an eligible purchase at participating Partners.
7. Please scan the QR code on the Receipt, using the camera via Healthy 365 app, by end of the next calendar day (i.e. by 2359 hrs) in order to earn the Healthpoints and digital stamps. Failure to do so would invalidate the QR code on the Receipt and you will not receive any Healthpoints nor digital stamps for your purchase. HPB shall not be liable for Healthpoints and digital stamps that are not earned as a result of you failing to scan the QR code within the stipulated time.
8. You will only need to scan the QR code on the Receipt once regardless of the number of Qualifying Items purchased.

For instance, if you have purchased two (2) Qualifying Food, scanning the QR code once will automatically give you twenty (20) Healthpoints (excluding any Bonus Healthpoints) and two (2) digital stamps, with ten (10) Healthpoints given for every Qualifying Food purchased.

9. If you bought a Qualifying Item but the QR code on the Receipt cannot be scanned on the Healthy 365 app, you must inform HPB within seven (7) calendar days (including the day of purchase) and submit to HPB the Receipt and such documents as may be required by HPB for validation by HPB. Failure to do so will result in you not receiving any Healthpoints or digital stamps for your purchase. HPB shall not be liable for any Healthpoints or digital stamps that are not earned as a result of you failing to inform HPB within the stipulated time. Please refer to Section I for HPB's contact details.

If you bought a Qualifying item through WhyQ (online hawker food delivery service), you will be issued a QR code via email receipt. If you bought a Qualifying Item at participating partners through other online purchases, food delivery applications and selected mobile/self-checkout (e.g. Scan & Go), you will not be issued any QR ticket/receipt or be eligible for QR code reimbursement.

#### **SCANNING OF FREE HEALTHPOINT QR CODES AT SELECTED LOCATIONS**




10. HPB may, during the Challenge Period, display posters bearing free Healthpoint QR codes at selected locations of Singapore to promote and to bring awareness to the Challenge. Participants who are physically present at the selected locations may scan the free QR codes using the Healthy 365 app to accumulate free Healthpoints.
11. The free Healthpoint QR codes displayed on such posters are provided by HPB strictly for participants who are physically present at the selected locations, and the participants are not allowed under any circumstances to take or retain photographs of the free Healthpoint QR codes, to send any photographs containing the free Healthpoint QR codes to any person and/or to upload or post such photographs on any social media platform or otherwise.
12. In the event HPB determines that a participant had taken, retained, sent, uploaded and/or post photographs containing the free Healthpoint QR codes, HPB reserves the right to disqualify the participant from participating in the Challenge, and all Healthpoints accumulated by the participant through scanning of free Healthpoint QR codes at the selected locations will be removed by HPB.
13. In the event HPB determines that a participant had accumulated free Healthpoints by scanning QR codes from photographs other than being physically present at the selected locations, all

such Healthpoints shall be removed from the participant's HealthHub account and the participant will be disqualified from participating in the Challenge. Such participant may also be referred to the relevant law enforcement agencies if HPB considers necessary.

### C. ABOUT HEALTHPOINTS AND HOW TO ACCUMULATE THEM

1. Scanning each Receipt with QR Code using the Healthy 365 app offers you a chance to accumulate Healthpoints. The Healthpoints awarded are as follows:

- Every Qualifying Food purchased entitles you to earn Healthpoints under the Qualifying Food category.
- Every Qualifying Drink or Qualifying Dessert purchased entitles you to earn Healthpoints under the Qualifying Drink category.
- Every Qualifying Grocery purchased entitles you to earn Healthpoints under the Qualifying Grocery category.

| Healthier Category   | Healthpoints Per Qualifying Item | Weekly Cap on Number of Qualifying Items scanned | Weekly Cap on Healthpoints that can be accumulated per category |
|--|----------------------------------|--|---|
| Qualifying Food     | 10                               | 15   | 150   |
| Qualifying Drink    | 5                                | 15   | 75  |
| Qualifying Grocery  | 5                                | 20   | 100   |
| <b>Weekly maximum</b>  |                                  | 50   | <b>325 Healthpoints</b>   |


2. Upon reaching your weekly maximum Healthpoints in any particular category, you will not be able to earn additional Healthpoints for that category in the same week. Each week starts on Monday at 0000 hrs and ends on Sunday at 2359 hrs.




### WINS-DAY PROMOTIONS

3. During Wins-Day Promotions at selected Partners, the purchase of any Qualifying Item at selected Partners entitles you to Bonus Healthpoints upon scanning the QR Tickets or Receipts using the Healthy 365 app. These Bonus Healthpoints do not count toward the weekly maximum of 325 Healthpoints. Wins-day dates and details will be announced on the

Eat, Drink, Shop Healthy Challenge website at [www.gethealthy.sg/eatdrinkshop](http://www.gethealthy.sg/eatdrinkshop) under the “Partner Promotions” tab.

#### D. ABOUT DIGITAL STAMPS AND HOW TO ACCUMULATE THEM

- You will earn digital stamps by scanning QR codes using the Healthy 365 app, which will be recorded in the Digital Passport in the Healthy 365 app. Upon the accumulation of sufficient digital stamps resulting in you landing on a “reward” icon (  ), you will be entitled to the reward shown in the Digital Passport in the Healthy 365 app. You can tap on the “reward” icon to view the type(s) of reward you could receive. If there are more than one type of reward listed, the reward you will receive is randomly assigned to you.
- Digital stamps are awarded as follows:
  - Every Qualifying Food purchased entitles you to one (1) digital stamp under the Qualifying Food category.
  - Every Qualifying Drink or Qualifying Dessert purchased entitles you to one (1) digital stamp under the Qualifying Drink category.
  - Every Qualifying Grocery purchased entitles you to one (1) digital stamp under the Qualifying Grocery category.
- The maximum number of digital stamps for each category of Qualifying Items for each week, commencing from Monday at 0000 hours to Sunday at 2359 hours, are as follows:

| Category  | Maximum Number of Digital Stamps that can be earned per Week |
|---|--|
| Qualifying Food<br>    | 15   |
| Qualifying Drink<br>   | 15   |
| Qualifying Grocery<br> | 20   |

- For avoidance of doubt, the scanning of a QR Code using the Healthy 365 app allows you to earn both Healthpoints and digital stamps at the same time.

## WINS-DAY PROMOTIONS


5. During Wins-Day Promotions at selected Partners, the purchase of any Qualifying Item at the selected Partners entitles you to Bonus Healthpoints with each scan of the QR code using the Healthy 365 app. However, there will not be any bonus digital stamps awarded.

## E. ABOUT REWARDS & HEALTHPOINTS

### REDEMPTION HEALTHPOINTS REDEMPTION

1. Healthpoints earned and accumulated can be used to redeem for rewards listed in the Healthpoints Rewards Catalogue. The redemption of Healthpoints earned from this Challenge can be made through the Healthy 365 app. Please refer to the <http://www.healthhub.sg/rewards/terms> for the terms and conditions for the redemption of Healthpoints.
2. HPB's decision on the types of rewards available is final and binding and any request to change the reward shall not be entertained.
3. Any Healthpoints redeemed 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 on the Healthy 365 app.

### REWARDS IN DIGITAL PASSPORT

4. Rewards in the form of eVouchers earned from the "reward" icons (  ) in the Digital Passport will be credited straight to "My Rewards". Follow the instructions listed in your reward for redemption. Should you encounter an error in viewing the earned rewards, please contact HPB within seven (7) calendar days from the day of earning the reward. Please refer to Section I for HPB's contact details.
5. The use of the rewards shall be subject to such terms and conditions stipulated by the Partners. HPB shall not be liable for any participant's inability to use the reward that has been redeemed by such participant.
6. All eVouchers won must be redeemed by the date stipulated in the terms and conditions of the eVoucher. Physical prizes and/or eVouchers which remain unredeemed after the specified dates

shall be forfeited and dealt with as deemed fit by HPB and/or Partners. Extension of validity is strictly prohibited. All physical prizes and eVouchers are non-exchangeable and cannot be exchanged for cash or credit.

7. Please ensure that the redemption is made only when you are physically in the presence of the Partner's staff who is assisting with your redemption, with the exception of promocode rewards. HPB and Partners do not take responsibility for rewards which have been accidentally redeemed and no form of compensation will be made.
8. HPB reserves the right to change the rewards in the Digital Passport, including but not limited to the number of digital stamps required to redeem a reward in the Digital Passport, at any time without prior notice.

## F. WHAT ARE THE QUALIFYING FOOD, DRINK, DESSERT AND GROCERY?

Qualifying Food, Drink, Dessert and Grocery are outlined as follows:

### QUALIFYING FOOD

1. A Qualifying Food refers to any food sold in participating restaurants, food courts, hawker centre stalls, food kiosks and quick service restaurants that is labelled with any of the HPB's Healthier Choice identifiers shown below. Qualifying Food may vary or differ with each Partner.



## QUALIFYING DRINK

2. A Qualifying Drink refers to the drinks listed below that are sold in participating restaurants, coffeeshops, food courts, cafes, kiosks, or hawker centre stalls:
- a) Bottled water/tap water/water products
  - b) Packaged/ canned beverages with HCS endorsement and/or zero calories
  - c) Barley or Ice Lemon Tea without sugar
  - d) Coffee or Tea with no sugar and no milk/evaporated milk (e.g. Kopi-O Kosong, Teh-O Kosong, Yuan Yang O Kosong). Also includes:
    - a. Espresso and Americano without milk or sugar
    - b. Pure Teas (e.g. Chrysanthemum, Earl Grey Tea) without sugar
  - e) Selected specialty drinks with less or no sugar. These are:
    - a. Qualifying drinks for all Partners selling bubble tea: 0%, 25% or 30%, without topping

## QUALIFYING DESSERT

3. A Qualifying Dessert refers to any dessert that is lower in sugar and a source of dietary fibre that are sold in participating food kiosks.



## QUALIFYING GROCERY

4. A Qualifying Grocery refers to any product sold in participating supermarkets, petrol marts and convenience stores that carries the Healthier Choice symbol.



**Eat All Foods in Moderation**

## **G. ABOUT ON-GROUND ACTIVATIONS**

*Due to restrictions imposed as a result of COVID-19, all Challenge activations are suspended till further notice.*

### **SUPERMARKET “SPIN-THE-WHEEL” ACTIVATIONS**

1. During in-store activations at selected supermarket chains, if you have downloaded the Healthy 365 app and signed up for the Challenge, upon any purchase of Qualifying Items from the selected supermarket chains, you are entitled to participate in the Spin-The-Wheel, subject to the following conditions:
  - a) every fifteen (15) Healthpoints that you have accumulated, on the same activation day, in the Healthy 365 app (which will be verified by the staff handling the activation) shall entitle you to one (1) Spin-The-Wheel chance;
  - b) you are allowed to combine your purchases from any of the participating partners of HPB; and
  - c) you have a maximum of three (3) Spin-The-Wheel chances at all in-store activations at selected supermarket chains island-wide that occur on the same day.

### **IN-MALL “SPIN-THE-WHEEL” ACTIVATIONS**

2. During activations at selected shopping malls, if you have downloaded the Healthy 365 app and signed up for the Challenge, upon any purchase of Qualifying Items from the selected shopping malls, you are entitled to participate in the Spin-The-Wheel, subject to the following conditions:
  - a) every fifteen (15) Healthpoints that you have accumulated, on the same activation day, in the Healthy 365 app (which will be verified by the staff handling the activation) shall entitle you to one (1) Spin-The-Wheel chance;
  - b) you are allowed to combine your purchases from any participating supermarket chain and/or participating F&B outlets within the same selected shopping mall group; and
  - c) you have a maximum of three (3) Spin-The-Wheel chances at all in-store activations at selected shopping malls island-wide that occur on the same day.

### **F&B OUTLET “SPIN-THE-WHEEL” ACTIVATIONS**

3. During activations at selected F&B chains, if you have downloaded the Healthy 365 app and

signed up for the Challenge, upon any purchase of Qualifying Items from any outlets of the selected F&B chains, you are entitled to participate in the Spin-The-Wheel, subject to the following conditions:

- a) every fifteen (15) Healthpoints that you have accumulated, on the same activation day, in the Healthy 365 app (which will be verified by the staff handling the activation) shall entitle you to one (1) Spin-The-Wheel chance;
- b) you are allowed to combine your purchases from F&B outlets of the same F&B chain; and
- c) you have a maximum of three (3) Spin-The-Wheel chances at all in-store activations at selected F&B chains island-wide that occur on the same day.

#### **INSTITUTE OF HIGHER LEARNING “PLINKO” ACTIVATIONS**

4. During activations at selected Institute of Higher Learning (“IHL”), if you have downloaded the Healthy 365 app and signed up for the Challenge, upon any purchase of Qualifying Items from the selected IHL, you are entitled to participate in the Plinko, subject to the following conditions:

- a) every fifteen (15) Healthpoints that you have accumulated, on the same activation day, in the Healthy 365 app (which will be verified by the staff handling the activation) shall entitle you to one (1) Plinko chance;
- b) you are allowed to combine your purchases from any participating stalls and/or participating canteens within the same IHL; and
- c) you have a maximum of three (3) Plinko chances at all in-store activations at selected IHL island-wide that occur on the same day.

#### **DOUBLE SPIN-THE-WHEEL ACTIVATIONS**

5. During activations at all Health Promoting Malls and selected supermarket outlets, if you are a Merdeka Generation cardholder or a Pioneer Generation cardholder, and have downloaded the Healthy 365 app and signed up for the Challenge, upon any purchase of Qualifying Items from any Health Promoting Malls and selected supermarket outlets, you are entitled to participate in the Spin-The-Wheel and will be eligible for double Spin-The-Wheel chances, subject to the following conditions:

- a) every fifteen (15) Healthpoints that you have accumulated in the Healthy 365 app (which will be verified by the staff handling the activation) shall entitle you to one (1) Spin-The-Wheel chances;

- b) you are allowed to combine your purchases from (i) any participating partners in the Health Promoting Malls; or (ii) any of the selected supermarket outlets;
- c) you are required to present the physical copy of your Merdeka Generation card or your Pioneer Generation card for verification by the staff handling the activation before participating in the Spin-The-Wheel; and
- d) you have a maximum of six (6) Spin-The-Wheel chances at all Health Promoting Malls and FairPrice supermarket outlets island-wide that occur on the same day.

## **TERMS AND CONDITIONS OF PLAY**

- 6. The Spin-The-Wheel prizes are available on a while-stocks-last basis and HPB reserves the right to replace the prizes with immediate effect at any time without prior notice. HPB further reserves the right to modify and/or terminate this Spin-The-Wheel scheme at any time at its sole discretion without any further notice.
- 7. HPB reserves the right to reject any participation, disqualify any winner and/or forfeit any prize if:
  - a) HPB, in its sole discretion, decides that your participation is not valid or fails to comply with these T&Cs;
  - b) The winner does not agree to abide by and be bound by the T&Cs;
  - c) The winner has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Spin-the-Wheel; or
  - d) The winner is abusive, or exhibits any abusive behaviour, to our staff on-ground or causes a nuisance at any of our activations
- 8. Prior to your participation in the Spin-The-Wheel, the staff handling the activation will verify the Healthpoints in your Healthy 365 app to ensure that you are eligible for the Spin- The-Wheel. Upon verification, you will be required to scan a QR code for each Spin-The- Wheel chance. If you have exceeded three (3) Spin-The-Wheel chances (or six (6) Spin-The- Wheel chances, as the case may be), you will be prompted with an error message when you scan the next QR code.
- 9. HPB shall have the right to require all winners of the Spin-the-Wheel prizes to provide the following types of personal data to HPB and its appointed third party vendors at the activation:
  - 1) Full name, as per NRIC

- 2) NRIC/ FIN number
- 3) Contact number

10. The abovementioned personal data are collected for the following purposes:
- a) Conduct call audits to ensure that the person who received the prize was physically present at the activation; and/or
  - b) Tracking of maximum three (3) Spin-The-Wheel chances (or six (6) Spin-The-Wheel chances, as the case may be) at all activations island-wide on the same day.

11. For audit and validation purposes, NRIC holder is required to be physically present to participate and/or win any prizes. NRICs are not transferable.

#### **H. CONTACT DETAILS OF PARTICIPANTS**

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.
3. You are responsible for providing complete and accurate contact information to HPB and its organizers. HPB accepts no responsibility for any inability or failure to contact you arising from inaccurate or incomplete contact information.

#### **I. CONTACT DETAILS FOR ENQUIRIES**

1. For enquiries about this Challenge, you can visit our website at [www.getthehealthy.sg/eatdrinkshop](http://www.getthehealthy.sg/eatdrinkshop), email us at [eatdrinkshophealthy@hpb.gov.sg](mailto:eatdrinkshophealthy@hpb.gov.sg) or call us at **1800 567 2020**. Our hotline operating hours are as follows:
  - Mondays to Fridays: 8.30am to 5pm
  - Saturdays and eve of Public Holidays: 8.30am to 1pm
  - Sundays and Public Holidays: Closed

## J. ALL OTHER INDEMNITY, DISCLAIMERS AND LEGAL INFORMATION

1. HPB accepts no responsibility for Healthpoints that cannot be registered in the system due to technical or other reasons. To be eligible for reimbursement for following three scenarios:

- Unable to scan the QR code printed on your Receipt using the Healthy 365 app
- Did not receive a QR code for your healthier purchases
- Received wrong number of digital stamps or wrong amount of Healthpoints on Healthy 365 app

You must inform HPB within seven (7) calendar days (including the day of purchase) and submit to HPB the relevant supporting documents which may be required for investigations (such as photos of full Receipt, QR code, qualifying item(s) with Healthier Choice Identifier shown, barcode number of the qualifying item(s)). Failure to do so will result in you not receiving any Healthpoints or digital stamps for your purchase. HPB shall not be liable for any Healthpoints or digital stamps that are not earned as a result of you failing to inform HPB within the stipulated time or failing to submit sufficient supporting documents. Please refer to Section I for HPB's contact details.

2. HPB shall not be liable for or in respect of any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature (collectively, the "**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.

3. HPB reserves the right to investigate cases of suspected fraud or dishonesty and suspend your participation status and accumulation of Healthpoints and/or digital stamps during the investigation period.

4. HPB reserves the right to suspend or terminate your participation in the Challenge at any point in time if it suspects that your accumulation of Healthpoints and/or digital stamps are obtained through any fraudulent or dishonest means. All Healthpoints and/or digital stamps 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 institute claims against you for losses or damages suffered by HPB as a result of any

fraudulent or dishonest act by you in the accumulation of Healthpoints and/or digital stamps.

5. HPB reserves the right to disqualify and withdraw rewards from any person who is non-compliant with the T&Cs of the Challenge at its sole discretion.
6. All QR Tickets will be rendered null and void at the end of the Challenge Period, unless terminated earlier or extended at the sole discretion of HPB. HPB accepts no responsibility for QR Tickets or Receipts that are illegible, misplaced, lost and incomplete or which cannot be claimed for winnings due to technical or other reasons.
7. The images of prizes on all marketing materials are for illustration purpose only. Actual products may be different from the images shown. Prizes cannot be assigned, transferred, redeemed for cash or substituted. HPB will not replace any lost or stolen prizes.
8. HPB may, at its sole and absolute discretion and without prior notice, substitute, withdraw, add to or alter any of the prizes offered with another of comparable value if a particular prize is unavailable for whatever reason.
9. 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.
10. The prizes are provided on an “as is”, “with all faults” and “as available” basis. HPB does not warrant, represent or guarantee 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. To the fullest extent permitted by the law, HPB disclaims all warranties (whether express or implied) including but not limited to warranties that the prizes will meet the prize winners’ requirements, warranties of satisfactory quality, warranties of merchantability or fitness for a particular purpose. All warranty claims as regards a prize should be directed to the applicable manufacturer / service provider.
11. Taxes, if any, related to a prize are the sole responsibility of the prize winner. HPB accepts no responsibility for any tax or other liability that may arise from awarding you with your prizes.

12. All prizes 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.
13. By participating in this Challenge and/or claiming any prize, prize winners hereby release and agree to hold harmless, subject to the maximum extent permitted under the law, 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.
14. 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.
15. 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.
16. 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.
17. 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**").
18. 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.
19. 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 authorized by HPB for the Publicity Purposes, without restriction and without the need to notify the prize winner in advance.


20. 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.
21. There shall be no time limit, nor is there any limitation in geography or medium on the use of the Image Recording(s) or the Challenge Materials set out in the clauses above
22. The prize winner hereby releases, waives and discharges HPB and its directors, officers, agents, servants, employees and any person acting pursuant to the authority of HPB (collectively the “**Released Parties**”) from, and covenant not to sue the Released Parties or any of them for, any and all liability, claims, demands, actions and causes of action howsoever arising out of or in relation to any loss, damage or for the enforcement of any personal or proprietary right he/she may have in connection with the Image Recording(s) or the Challenge Materials. HPB may require prize winners to sign separate written releases.
23. You agree and consent to being contacted by HPB to obtain feedback about the Challenge and the Healthy 365 app.
24. These T&Cs shall be governed by and construed in all respects according to Singapore law and participants submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
25. HPB’s failure or delay in exercising any right or remedy under these T&Cs shall not impair its right to exercise them at any subsequent time. The rights and remedies under or pursuant to these T&Cs are cumulative, may be exercised as often as HPB considers appropriate and are in addition to its rights and remedies under general law.
26. In the event of any inconsistency between these T&Cs and any brochure, marketing or promotional material relating to the Challenge, these T&Cs will prevail.

27. These T&Cs and any amendments will be displayed at <http://www.gethealthy.sg/eatdrinkshop>. HPB may vary these T&Cs without notice, or discontinue or withdraw the Challenge at any time without any notice or liability to any party.
28. You agree to abide by these T&Cs governing the use of the Healthy 365 app, which are expressly incorporated herein and can be found at [www.gethealthy.sg/eatdrinkshop](http://www.gethealthy.sg/eatdrinkshop).
29. All information with regards to or in connection with this Challenge is correct at time of publishing and subject to change without notice or liability to you.


#### ANNEX A: Participating Partners


Refer <http://www.gethealthy.sg/eatdrinkshop> for the full list of participating outlets.

| Partners with Qualifying Food  |  |
|--|--|
| 1  | Greendot                                   |
| 2  | Kopitiam and Healthy Kopitiam <sup>1</sup> |
| 3  | Mr Bean                                    |
| 4  | NTUC Foodfare <sup>1</sup>                 |
| 5  | Prata Wala                                 |
| 6  | Qi Ji                                      |
| 7  | Sakae Sushi                                |
| 8  | Simply Wrapps                              |
| 9  | WhyQ                                       |

| Partners with Qualifying Drink(s)  |  |
|---|--|
| 1   | Greendot                                   |
| 2   | Kopitiam and Healthy Kopitiam <sup>1</sup> |
| 3   | NTUC Foodfare <sup>1</sup>                 |
| 4   | Prata Wala                                 |

|   |               |
|---|---------------|
| 5 | Qi Ji         |
| 6 | Sakae Sushi   |
| 7 | Simply Wrapps |

| Partners with Qualifying Dessert(s)  |         |
|---|---------|
| 1   | Mr Bean |
| 2   | Yole    |

| Partners with Qualifying Grocery  |  |
|--|--|
| 1  | 7-Eleven <sup>1</sup>                              |
| 2  | Cheers <sup>1</sup>                                |
| 3  | Cold Storage                                       |
| 4  | Giant <sup>1</sup>                                 |
| 5  | Jason's <sup>1</sup> and Jason's Deli <sup>1</sup> |
| 6  | Marketplace <sup>1</sup>                           |
| 7  | NTUC FairPrice                                     |
| 8  | Prime  |
| 9  | Sheng Siong  |

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<sup>1</sup> Only selected outlets.

## Terms and Conditions Governing “Eat, Drink, Shop Healthy Challenge Facebook Contest”

The following terms and conditions (“T&C”), and all subsequent revisions or amendments made from time to time by the Health Promotion Board (“HPB”), without prior notice, shall apply to the “Eat, Drink, Shop Healthy Challenge” campaign (the “Campaign”).

- i. The Campaign shall last from 2 December 2019 to 30 September 2021 (the “Campaign Period”).
- ii. The “Eat, Drink, Shop Healthy Facebook Contest” (“Contest”) will be held from 25 December 2019 to 30 September 2021.

## Eligibility

1.1 Subject to the T&C, any individual (the "Participant") is eligible to participate in the "Eat, Drink, Shop Healthy Facebook Contest" held during the Campaign Period.

1.2 The following persons are not eligible to participate in the Campaign:

- a. Employees of HPB and their immediate family members and/ or relatives living in the same household;
- b. Any vendors, partners or any other individuals directly involved or connected to the Campaign and their affiliates and subsidiaries;
- c. Employees, directors or contractors of clause 1.2 (b) and their immediate family members and/or relatives living in the same household; and
- d. Individuals who do not reside in Singapore.

1.3 A Participant's failure to provide true, correct and accurate information when participating in the Campaign shall automatically disqualify the said Participant from the Campaign.

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

1.5 A Participant who comments one (1) time on the relevant post on HPB's Facebook Page, fulfilling all the requirements as stated in the post and in this T&C, within any Qualifying Period, shall be entitled to one (1) entry in the corresponding Contest.

1.6 Multiple entries within the same Qualifying Period are allowed, provided that different entries are submitted.

1.7 All contents of the comments, where applicable, shall become the sole property of HPB and each Participant's participation in the Campaign shall constitute the Participant's irrevocable agreement and consent to allow HPB to use the comments and any or all of the personal data as provided by the Participant for all or any future promotional, marketing and publicity events conducted by HPB and/or for developing mailing lists which may be used by HPB's business partners to inform the Participants of any future news, promotions or offers

1.8 If a Participant is below 17 years of age, that Participant shall obtain the consent of his parents or guardian prior to taking part in the Contest. HPB reserves the right to request proof of the aforesaid consent in a form acceptable to HPB from the aforesaid Participant at any time. Failure to provide such proof, if

requested, shall disqualify the aforesaid Participant from the Competition.

## **Contest**

2.1 The prizes for the Contest is as follows:

**Contest:** Eat, Drink, Shop Healthy Facebook Contest

**Prize:** Prizes may vary, refer to contest post for details

**No. of winners:** Number of winners may vary, refer to contest post for details

2.2 All prizes awarded under the Campaign are non-transferrable. HPB shall have the right at its sole and absolute discretion, and without prior notice to replace, change or substitute any prizes(s) with one of similar value. Participants shall not exchange the prize for cash or other goods and services, and in the case of the shopping vouchers, except in the proper and authorised use of the shopping vouchers.

2.3 Winning Participants are required to produce their NRIC/FIN card in person for verification purposes when collecting the prizes.

2.4 In consideration of HPB providing the prizes under the Campaign, the Participants acknowledge and agree to be bound by all terms and conditions imposed by HPB as well as by any third parties governing the use of the prizes.

2.5 Any request for the extension of the validity period of the vouchers or exchange of the prizes shall not be entertained.

2.6 The prizes are provided on "as is", "with all faults" and "as available" basis. HPB does not warrant, represent or guarantee 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. To the fullest extent permitted by the law, HPB disclaims all warranties (whether express or implied) including but not limited to warranties that the prizes will meet the prize winners' requirements, warranties of satisfactory quality, warranties of merchantability or fitness for a particular purpose. All warranty claims in regards to a prize should be directed to the applicable manufacturer/service provider and not to HPB.

2.7 HPB maintains the right at its sole and absolute discretion to effect forfeitures of any prizes due to disqualification of any winning Participants from the Contest.

2.8 Upon the issuance of the prizes to a winning Participant, neither HPB nor their employees, directors, officers, agents or assignee shall be responsible or liable in any way to any person for any prizes that are

tampered, damaged, or not working properly, and in respect of the vouchers, that are duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted, expired or misdirected. All prizes which remain unclaimed within one (1) month from the announcement of winners, for any reason whatsoever, may be given to the next qualifying winner and no resulting claims whatsoever (whether for prize, payment or compensation) shall be entertained.

2.9 HPB shall not at any time or in any circumstances be responsible or held liable for:

- a. any non-acceptance, non-performance or the actions of any third party in respect of any prize; or
- b. the quality of the prizes

### **Conduct of the Contest**

3.1 The winners of the Contest will be the first ten (10) correct entries based on first-come-first-serve basis. However, number of winners may vary, please refer to contest post for details. Winners from previous Eat, Drink, Shop Healthy Challenge Facebook contest within the campaign period will automatically be disqualified to give others a chance to win.

3.2 HPB shall have the right to choose the next correct entry as a winning Participant in the event that any winning Participant(s) is disqualified.

3.3 All winners of the Contest shall be notified by a private message to the Participant's Facebook account, and an announcement post on HPB Facebook.

3.4 All unsuccessful and winning Participants in a current draw or competition shall be eligible to enter into any Contest.

3.5 HPB has the right to reject or remove Entries, disqualify a winner and forfeit any prize if:

- a. The Entry contains nudity or profanities, is libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public;
- b. HPB, in its sole discretion, decides that the Entry does not fulfil the requirement of the contest;
- c. HPB is unable to contact the winner;
- d. The winner does not respond to HPB or notifies HPB that he does not wish to claim the prize;

- e. The winner does not agree to abide by and be bound by these T&Cs;
- f. The winner has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Contest;
- g. The winner dies or becomes mentally incapable.

If a winner is disqualified, HPB may in its discretion pick another winner to replace the disqualified prize winner or donate the prize in question.

### **Redemption of Prizes**

4. All picked prize winners must respond within 7 calendar days from notification. If no response is received, they will be replaced with the next entry that have submitted a correct answer.

4.1 For redemption of prizes, it must be redeemed from Redemption Centre within 30 days of announcement. No extension of redemption period will be allowed.

4.2 Redemption can only be made at the appointed redemption center made known to winners.

4.3 Prize winners may authorise someone else to collect the prizes on their behalf. The winner will have to submit the required particulars of the authorized person before the collection.

4.4. Prize winners and authorized persons collecting the prize will be required to download the Healthy 365 app and sign up for the Eat, Drink, Shop Healthy as part of the validation process.

4.5. All prizes are not exchangeable whether for cash or in kind. Prize winners may not sell any of the prizes that are awarded. Any contravention of this condition may result in forfeiture of the prize.

4.6. HPB reserves the right, in its sole discretion, to exchange any prizes for other prizes of equivalent market value due to unforeseen circumstances.

### **Entering into the Contest**

5.1 To enter into the Contest, Participant(s) shall:

Upload a comment in response to the requirements of the post.

5.2 Upon submission of the Entries, HPB shall select the first ten (10) correct entries. Number of winners may vary, please refer to contest post for details.

5.3 If applicable, participants shall ensure that, prior to submitting any photographs/entries; participants have sole ownership rights and copyrights in all photographs. In submitting the photographs, Participants irrevocably relinquish all rights, including copyrights, in connection to the photograph to HPB. After submitting of the photographs, HPB grants permission to any Participants who wish to publish their submitted photographs on their personal blogs. For the avoidance of doubt, the grant of the aforesaid permission by HPB shall not assign any form of rights, in relation to the photographs, back to the Participants.

5.4 If applicable, the photograph submitted shall be an original work and shall not have been previously published in any form or medium for whatever purposes, nor won any award. The photographs shall not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

5.5 If applicable, if the photograph features anyone other than the Participant, and/or anything which is subject to the rights of third parties, the Participant shall be solely responsible for obtaining, prior to submission of the photograph, clear and unambiguous consent from each person or entity featured or identifiable in the aforesaid photograph. Such consent shall be required for a valid entry into any Contest.

5.6 HPB reserves the right to request proof of the aforesaid permissions in a form acceptable to HPB from any Participant at any time. Failure to provide such proof, if requested, shall disqualify the Participant for the corresponding Draw.

5.7 If applicable, participants shall ensure that, prior to tagging any of their friends on the submitted photos or in the comment box; participants have obtained clear and unambiguous consent from their friends to tag them when applicable.

5.8 Participants hereby agree that, as HPB now owns all the rights in relation to the photographs submitted, HPB at its sole discretion, may exercise at any time, the right to use, display, reproduce, publish, adapt, and/or modify the pictures and photographs of the Participants taken in relation to or in connection with or arising from the Campaign, for publicity, advertising and promotional purposes, including but not limited to that of the Campaign's, in any manner that HPB deems appropriate.

### **Limitation of Liability**

6.1 All Participants in the Campaign agree that neither HPB nor their affiliates, employees, directors, officers, agents and/ or assignees shall be liable in any way for, and shall be indemnified, released, discharged and held harmless, fully and effectively, by each Participant against and from any and all claims by any Participant or third party for:

- a. slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and damages arising from or in any way relating to their participation in the Campaign;
- b. all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the prizes or participation in the Campaign;
- c. for any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected entries;
- d. for entries not received in time for the Draws, or any entries received after the Qualifying Period as a consequence of any delay, interruption or failure in submission of entries to HPB for whatever reason or any combination thereof which may prevent or limit a Participant's ability to participate in the Lucky Draw; and
- e. for any losses, costs, expenses, fees or damages incurred by the Participants arising out of or in connection with the Campaign or any activity related there to, including without limitation, any breakdown or malfunction of any computer system or equipment.

6.2 Participants agree and acknowledge that this Campaign is in no way sponsored, endorsed or administered by or associated with Facebook. Any information provided is to HPB only, and not to Facebook.

6.3 Participants agree and acknowledge that Participants shall release Facebook from any claims completely.

### **General Terms and Conditions**

7.1 HPB reserves the right at its sole discretion, to suspend, postpone or terminate the campaign, shorten or extend the duration of the Campaign Period and/or amend, modify, delete, replace or revise the T&C, without any prior notification to any person, including but not limited to any participant, and without incurring any liability to any party whatsoever upon the occurrence of any event or circumstance including, without any limitation, acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change or issuance of new applicable laws.

7.2 In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to the Campaign, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.

7.3 HPB shall have the right to disclose and publish the name and any other particulars of all or any winners for publicity purposes and each Participant who is a winner shall consent, co-operate and participate fully in the activities organised by HPB for these purposes, without any payment, fee or compensation whatsoever.

7.4 The Campaign shall in all aspects, be governed by the laws of Singapore. These terms and conditions are not intended to confer rights on any third party, 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 these T&C.

7.5 If any term or provision of the T&Cs is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the T&Cs and the validity or enforceability of the remainder of the T&Cs shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the T&Cs 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 T&Cs.

7.6 In the event of any inconsistency between these T&Cs and any brochure, marketing or promotional material relating to the Contest, these T&Cs will prevail.

7.7 These T&Cs and any amendments will be displayed on the Facebook page maintained by HPB ([www.facebook.com/hpbsg](http://www.facebook.com/hpbsg)) on the website [www.facebook.com](http://www.facebook.com) ("Health Promotion Board Facebook Page")