



# NATIONAL STEPS CHALLENGE™ COMMUNITY CHALLENGE TERMS AND CONDITIONS

#### 1. <u>Challenge Overview</u>

- 1.1. Community Challenge ("Community Challenge") is a physical activity initiative by the Health Promotion Board ("HPB") to rally the communities to compete across the 17 Group Representation Constituencies ("GRCs") in Singapore. The Community Challenge is an extension of the National Steps Challenge<sup>TM</sup> Season 6.
- 1.2. Please read the following Terms & Conditions carefully before signing up for the Community Challenge. These Terms & Conditions apply to the Community Challenge. In addition to these Terms & Conditions, the terms and conditions of the National Steps Challenge™ Season 6 shall apply. They can be found at <a href="stepschallenge.gov.sg">stepschallenge.gov.sg</a> ("NSC Terms"). In the event of any conflict between these Terms & Conditions and NSC Terms, these Terms & Conditions shall prevail. Collectively, these Terms & Conditions and the NSC Terms shall be referred to as the "Terms". By accessing or participating in the Community Challenge, you (a "Participant") agree to be bound by the Terms as they may be modified and/or amended from time to time. HPB reserves the right to change Terms at any time at its sole discretion. Amendments shall take effect immediately on the Community Challenge. Your continued participation in the Community Challenge thereafter represents your agreement to any such amendment.
- 1.3. The Community Challenge is open to both new and past participants of the National Steps Challenge™.
- 1.4. All 17 Group Representative Constituencies ("GRCs") in Singapore are included in the Community Challenge. Each of the 14 Single Member Constituencies ("SMCs") will be grouped together with one of the 17 GRCs, for the purpose of the Community Challenge.
- 1.5. GRCs compete to be the top performing GRC in two categories at the end of the Community Challenge period, as per the steps and MVPA minutes clocked by Participants and synced to the Healthy 365 app during the Community Challenge period.
- 1.6. Overall daily average step count per Participant is the daily average step count per Participant, which is taken as the total number of steps accumulated by all Participants in the GRC, divided by the summation of the total number of days in Community Challenge for all Participants in the GRC.
- 1.7. **Overall weekly average MVPA** duration per Participant is the weekly average MVPA duration per Participant, which is taken as the total number of MVPA minutes accumulated by all Participants in the GRC, divided by the summation of total number of full weeks in the Community Challenge for all Participants in the GRC.
- 1.8. Individuals who have not registered, as well as Participants who did not set a tracking mode and have not synced any steps and/or heart rate data with the Healthy 365 app during the Community Challenge period are excluded from the computation.
- 1.9. Participants in the overall top 3 performing GRCs in either the steps and/or MVPA category will be rewarded with Healthpoints at the end of the Community Challenge.
- 1.10. Participants of the Community Challenge also stand to win in the Active Participation Monthly Draw ("Active Participation Monthly Draw"). To qualify for the Active Participation Monthly Draw, Participants have to attend a minimum of four (4) workout sessions within the month

- organised by Community Physical Activity Programme (CPAP), Active Ageing (Group Exercises), Mall Workouts, and Sundays @ the Park.
- 1.11. Eligible individuals for the Community Challenge can participate by downloading the Healthy 365 app, creating/restoring their profile, and signing up for the Community Challenge on the "Challenges" tab via the Healthy 365 app. Participants will have to consent to the Terms & Conditions of this Challenge.
- 1.12. Participants who have successfully signed up for the Community Challenge will have the option of taking part in the Community Challenge by tracking their physical activities via a "Preferred Fitness Tracking Device", which can be:
  - a) using a HPB-issued fitness tracker; or
  - b) a compatible fitness tracker; or
  - c) a compatible fitness app, namely Apple Health (for Apple) or Samsung Health (for Android) on the Participant's phone.
- 1.13. Once the Preferred Fitness Tracking Device has been set up, Participants can start to contribute towards the monthly and overall steps leaderboard for their GRCs in accordance with the Community Challenge mechanics during the Community Challenge period.
- 1.14. Participation in the Community Challenge is free.

## 2. Official Challenge Period

- 2.1. The Community Challenge will officially start on 6 December 2021, 0000 hours and end on 24 April 2022, 2359 hours ("Official Challenge Period").
- 2.2. Registration for the Community Challenge will start on **6 September 2021, 1200 hours**, and end on **5 December 2021, 2359 hours**.
- 2.3. HPB reserves the right to make changes to the Official Challenge Period, as well as the start and end dates and time for the Community Challenge, without prior notice to Participants.

#### 3. Participation Eligibility

- 3.1. The Community 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 and eligible persons who are 17 years of age have obtained the necessary parental consent to register for the Community Challenge;
  - c) Signed up for the National Steps Challenge™ Season 6;
  - d) Have a valid residential postal code entered on the Healthy 365 profile.
- 3.2. Participants who subsequently sign up for the LumiHealth will be automatically withdrawn from the Community Challenge. Any rewards that were unlocked prior to joining LumiHealth will still be available for redemption but earning of additional rewards from the Community Challenge after joining LumiHealth will not be allowed.
- 3.3. Eligible persons who are currently signed up for LumiHealth but would like to sign up for the Community Challenge must withdraw from LumiHealth first.

3.4. For eligibility to collect the Season 6 HPB fitness tracker, please refer to the Terms and Conditions of National Steps Challenge™ Season 6 at <a href="stepschallenge.gov.sg">stepschallenge.gov.sg</a>.

## 4. Participation Conditions

- 4.1. Participants will be automatically grouped into one of the 17 GRCs for the Community Challenge, based on the postal code entered on their profile via the Healthy 365 app. The postal code on their profile must match their current address, as indicated on their NRIC.
- 4.2. Participants residing in the 14 SMCs will be grouped together with the 17 GRCs, according to the classification table below:

Aljunied GRC	Marine Parade GRC
(+ Hougang SMC)	(+ Macpherson & Mountbatten SMC)
Ang Mo Kio GRC	Marsiling-Yew Tee GRC
(+ Kebun Baru & Yio Chu Kang SMC)	
Bishan-Toa Payoh GRC	Nee Soon GRC
(+ Marymount SMC)	
Chua Chu Kang GRC	Pasir Ris-Punggol GRC
(+ Hong Kah North SMC)	(+ Punggol West SMC)
East Coast GRC	Sembawang GRC
Holland-Bukit Timah GRC	Sengkang GRC
(+ Bukit Panjang SMC)	
Jalan Besar GRC	Tampines GRC
(+ Potong Pasir SMC)	
Jurong GRC	Tanjong Pagar GRC
(+ Yuhua & Bukit Batok SMC)	(+ Radin Mas SMC)
	West Coast GRC
	(+ Pioneer SMC)

4.3. As the Community Challenge is an extension of the National Steps Challenge™ Season 6, all Participants of the Community Challenge will automatically be registered for the National Steps Challenge™ Season 6.

# 5. Rewards and Prizes

#### Overall top 3 performing GRCs for steps

- 5.1. The overall top 3 performing GRCs for steps are the winning GRCs with the highest overall daily average step count per Participant at the end of the Official Challenge Period.
- 5.2. Participants from the overall top 3 performing GRCs for steps will receive Healthpoints at the end of the Community Challenge, based on their own overall daily average step count according to the table below:

STEPS LEADERBOARD		
	PARTICIPANT'S OVERALL DAILY AVERAGE STEP COUNT	
GRC RANK	≥ 10,000 STEPS	LESS THAN 10,000 STEPS*
14	750 Healthpoints (\$5 value)	375 Healthpoints (\$2.50 value)
2 <sup>nd</sup>	600 Healthpoints (\$4 value)	300 Healthpoints (\$2 value)
314	450 Healthpoints (\$3 value)	225 Healthpoints (\$1.50 value)

## Overall top 3 performing GRCs for MVPA

- 5.3. The overall top 3 performing GRCs for MVPA are the winning GRCs with the highest overall weekly average MVPA duration per Participant at the end of the Official Challenge Period.
- 5.4. Participants from the overall top 3 performing GRC for MVPA will receive Healthpoints at the end of the Community Challenge, based on their own overall weekly average MVPA duration according to the table below:

−₩- MVPA LEADERBOARD			
	PARTICIPANT'S OVERALL WEEKLY AVERAGE MVPA DURATION		
GRC RANK	≥ 150 MINS	LESS THAN 150 MINS*	
14	750 Healthpoint (\$5 value)	375 Healthpoints (\$2.50 value)	
2 <sup>nd</sup>	600 Healthpoints (\$4 value)	300 Healthpoints (\$2 value)	
3 <sup>rd</sup>	450 Healthpoints (\$3 value)	225 Healthpoints (\$1.50 value)	

- 5.5. All Healthpoints will be credited to Participants from the winning GRC within 2 months from the end of the Community Challenge.
- 5.6. Only current Participants ("Current Participant") from the winning GRCs who are still active in the Community Challenge will be eligible for the rewards for the overall top 3 performing GRCs. To qualify as a Current Participant, Participants must have minimally clocked 1,000 steps on any given day in the last 4 weeks of the Community Challenge.
- 5.7. The contribution of steps and/or MVPA duration to Participants' GRCs will end on **24 April 2022**, **2359 hours**. To ensure that steps and/or MVPA duration clocked before 24 April 2022 are contributed towards Participants' GRCs, Participants have to sync their data with the Healthy 365 app not more than 7 days after the end of the Community Challenge.
- 5.8. Redemption of Healthpoints must 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
- 5.9. HPB reserves the right to modify and/or terminate the Community Challenge rewards at any time at its sole discretion without any further notice to the Participants.

#### Active Participation Monthly Draw

- 5.10. Participants who attend at least four (4) workout sessions each month organised by Community Physical Activity Programme (CPAP), Active Ageing (Group Exercises), Mall Workouts, and Sundays @ the Park qualify for one (1) lucky draw chance in the Active Participation Monthly Draw.
- 5.11. Participants who qualify for the Active Participation Monthly Draw will also receive one (1) additional lucky draw chance if they meet these criteria:
  - a) Have not participated in the programmes outlined in Clause 5.10 between **1 January 2021 to 5 December 2021**, or
  - b) Aged 50 years old and above.

- 5.12. Participants who qualify for the Active Participation Monthly Draw and meet both criteria outlined in Clause 5.11 will receive a total of two (2) additional lucky draw chances.
- 5.13. Participants may book these sessions via the Healthy 365 app.
- 5.14. There will be 5 rounds for the Active Participation Monthly Draw, with the number of workout sessions attended being refreshed for all Participants a monthly basis:

Monthly Draw	Duration
December 2021	6 Dec 2021 – 2 Jan 2022
January 2022	3 Jan 2022 – 30 Jan 2022
February 2022	31 Jan 2022 – 27 Feb 2022
March 2022	28 Feb 2022 – 27 Mar 2022
April 2022	28 Mar 2022 – 24 Apr 2022

- 5.15. Each month, there will be up to 300 Monthly Draw prizes, or based on the number of eligible Participants that meet the criteria of having attended 4 workout sessions in that month, whichever is lower.
- 5.16. The Monthly Draw will be conducted within 6 weeks at an appropriate date and time of HPB's choosing at its sole discretion after the end of each month's duration indicated in clause 5.14.
- 5.17. All prizes are not exchangeable nor redeemable for cash.
- 5.18. Prizes may come in the form of a digital voucher, with terms and conditions which may be applicable depending on the retail partner providing the voucher.
- 5.19. The type of prizes may also differ from month to month, but the value of the prizes across the months will be similar.
- 5.20. The Active Participation Monthly Draw is open to all Participants, except:
  - a) HPB employees and/or immediate family members of a HPB employee;
  - b) Any persons who is found to be insane, deceased, insolvent or the subject of criminal investigation, or has criminal proceedings instituted against him/her in any jurisdiction;
  - c) Any other person or class of persons deemed ineligible or notified by HPB as being ineligible from time to time.
- 5.21. HPB reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Active Participation Monthly Draw, and HPB may at any time before, during or after the Monthly Draw disqualify any person from participating in the Active Participation Monthly Draw without providing any reason.
- 5.22. Rewards earned under the Community Challenge are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. deceased), participation in the Community Challenge will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.

#### 6. Data protection

6.1. By signing up for this Community 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 6. "Personal Data" means any data collected by HPB under this Community 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.

# 6.2. 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 Community 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 Community Challenge,
- e) To understand overall effectiveness of the Community Challenge and/or its impact on the health system in Singapore, and
- f) Assisting the Participant with enquiries and obtaining their feedback.

### 6.3. HPB may share Personal Data with:-

- a) HPB's service providers or third-party contractors involved in this Community Challenge, so as to serve Participants in a 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 Community 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 Community Challenge or Season 6 HPB fitness trackers.
- 6.4. 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.

# 7. <u>Health Advisory</u>

- 7.1. Participants who are concerned about participation in this Community Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this Community Challenge. Participants should not participate in the Community Challenge activities or events if they are not feeling well.
- 7.2. The health information and other information on the Community 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 Community 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 Community Challenge and/or HPB fitness trackers to self-diagnose their illness. The Participant should never disregard medical advice or delay seeking such advice because of anything presented on Community Challenge and/or HPB fitness trackers. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their use of Community Challenge and/or HPB fitness trackers would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using Community 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 Community Challenge and/or HPB fitness trackers does not constitute or create a doctorpatient, 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 Community Challenge and/or HPB fitness trackers.
- 7.3. Participants should practise safe distancing and adhere to other prevailing Safe Management Measures while exercising.
- 7.4. The HPB fitness trackers are provided as a public service and are meant to provide Participants with information to encourage an active and healthy lifestyle. HPB fitness trackers and compatible fitness tracking devices are intended to be a close estimation of Participants' activities and metrics tracked but may not be precisely accurate. The HPB fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical purposes.
- 7.5. 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 Community 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.
- 7.6. 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 Community Challenge and these terms and conditions.

#### 8. General

8.1. HPB does not guarantee that access to Community 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 Community Challenge or any other website or apps with which they are linked, or any products or services available on Community 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 the Community 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 the Community Challenge at their own risk.

- 8.2. HPB reserves the right to modify and/or terminate the reward scheme or withdraw the Community Challenge at any time without any notice of liability to any party.
- 8.3. By participating in the Community Challenge, in addition to these terms and conditions governing the Community 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 <a href="mailto:stepschallenge.gov.sg">stepschallenge.gov.sg</a>.
- 8.4. 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 Community 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.
- 8.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this Community 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 engaged or attempted to engage in any activity to inappropriately manipulate submission procedures including without limitation the unauthorised use of profiles not belonging to the Participant; or
    - ii. Participant's participation status and any accumulation of Healthpoints were earned fraudulently; and/or
  - f) the Participant has received any rewards and/or entitlement under the Community Challenge pursuant to a glitch or technical error or malfunction of the system.
- 8.6. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.

- 8.7. Participants agree and consent to being contacted by HPB to obtain feedback about the Community Challenge, the Healthy 365 app and/or fitness tracking devices used in the Community Challenge.
- 8.8. HPB's decision on all matters relating to the Community Challenge is final and binding on all Participants. HPB will not entertain any queries with regard to any Community Challenge results and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 8.9. The Terms and Conditions shall be governed by the laws of Singapore. The Terms and Conditions shall constitute the entire understanding and agreement between the HPB and the Participants. The Terms and 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 and Conditions.
- 8.10. If any term or provision of the Terms and Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions and the validity or enforceability of the remainder of the Terms and Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms and 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 and Conditions.
- 8.11. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to Community Challenge, the Terms and Conditions shall prevail.
- 8.12. HPB reserves the right to use the names and photographs of the participants and prize winners for any promotional, marketing or publicity purposes in any media.