

Terms and Conditions governing “#My10KToday: Walk & Win” Lucky Draws

The following terms and conditions (“**T&Cs**”), and all subsequent revisions or amendments thereafter made by the Health Promotion Board (“**HPB**”), without prior notice, shall apply to the “#My10KToday: Walk & Win” Lucky Draws (the “**Lucky Draws**”).

1. Eligibility

- 1.1. Subject to the T&Cs, any individual above 19 years old (the “**Participant**”) is eligible to participate in the Lucky Draws.
- 1.2. A Participant below 21 years old shall obtain a parent or guardian’s written consent before taking part in the Lucky Draws. HPB shall be entitled to request proof of such written consent at any time. Failure to provide proof of written consent upon request shall disqualify the Participant from the Lucky Draws.
- 1.3. The following persons are not eligible to participate in the Lucky Draws:
 - a. Employees of HPB and their immediate family members and/ or relatives living in the same household;
 - b. Vendors, contractors or partners or any other individuals directly involved or connected to the Lucky Draws including their affiliates, subsidiaries, employees, directors and immediate family members and/or relatives living in the same household; and
 - c. Individuals who do not reside in Singapore.
- 1.4 A Participant who fails to provide true, correct and accurate information when participating in the Lucky Draws shall automatically be disqualified from the Lucky Draws.

2. Lucky Draws

- 2.1. HPB shall conduct four (4) lucky draws over four (4) lucky draw periods (individually a “**Lucky Draw Period**”), the dates of which are set out below:

Lucky Draw Period	Lucky Draw Date
4 Jan – 10 Jan 2016	11 Jan 2016
11 Jan – 17 Jan 2016	18 Jan 2016
18 Jan – 24 Jan 2016	25 Jan 2016
25 Jan – 31 Jan 2016	1 Feb 2016

- 2.2. Participants may enter the Lucky Draws anytime during each Lucky Draw Period by:
 - a. clicking the 'like' button for HPB's Facebook page "Health Promotion Board, Singapore";
 - b. clicking the 'like' button for the Facebook application for the Lucky Draws;
 - c. taking 10,000 steps or more in one day and taking a clear photo of the location where they took their 10,000th step; and
 - d. uploading the photo via the Facebook application for the Lucky Draws, accompanied with name, contact number and email address along with a short description of the photo ("**Entry**")
- 2.3. Each Participant may submit one Entry in each Lucky Draw Period.
- 2.4. There shall only be one winner for each Lucky Draw Period.
- 2.5. All winners of the Lucky Draws shall be announced through HPB's social media platforms and notified by HPB through the contact number or email address provided by the winners in their Entries. All winners shall have to provide their NRIC/ FIN number to HPB for verification and identification purposes before they will be allowed to claim their prize.
- 2.6. Participants who did not win in one Lucky Draw Period are eligible to submit a new Entry to participate and win in any subsequent Lucky Draw Period. Winners of any of the Lucky Draw Periods and any winners of the #My10KToday: Snap & Win" Contest shall not be eligible to participate in any subsequent Lucky Draw Period.
- 2.7. All Lucky Draws shall be held at HPB Level 1 Cafeteria on the Lucky Draw Dates stated above at 11 a.m., unless revised by HPB. HPB shall be under no obligation to notify the Participants about any change in date, timing or venue of the Lucky Draws.
- 2.8. By participating in the Lucky Draws, the Participant agrees to be bound by and to comply with these T&Cs.
- 2.9. HPB has the right to remove Entries, disqualify a winner and forfeit any prize if:
 - a. The Entry was not submitted in accordance with Clause 2.2 above;
 - b. The Entry is disqualified pursuant to any provisions of these T&Cs;
 - c. The Entry contains nudity or profanities, is libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public;
 - d. HPB is unable to contact the winner;
 - e. The winner does not respond to HPB or notifies HPB that he does not wish to claim the prize;
 - f. The winner does not agree to abide by and be bound by these T&Cs;
 - g. The winner has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Lucky Draws; or
 - h. 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.

3. Prizes

3.1. The prizes for the Lucky Draws are as follows:

Lucky Draw Period	Prize
4 Jan – 10 Jan 2016	IPAD MINI 4, 16GB (WIFI), APPLE
11 Jan – 17 Jan 2016	IPAD MINI 4, 16GB (WIFI), APPLE
18 Jan – 24 Jan 2016	IPAD MINI 4, 16GB (WIFI), APPLE
25 Jan – 31 Jan 2016	IPAD MINI 4, 16GB (WIFI), APPLE

- 3.2. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.
- 3.3. Participants are not allowed to exchange prizes for cash or other goods and services. HPB will not entertain any request for the exchange of prizes.
- 3.4. The images of prizes on all marketing materials are for illustration purposes only. Actual products may be different from the images shown.
- 3.5. 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 with regard to a prize shall be directed to the applicable manufacturer/service provider and not to HPB. Upon the issuance of a prize to a winning Participant, neither HPB nor its 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.
- 3.6. All prizes which remain unclaimed within two (2) months from the announcement of winners, for any reason whatsoever, may be donated to a charity chosen at the sole discretion of HPB and no resulting claims whatsoever (whether for prize, payment or compensation) shall be entertained.

4. Intellectual Property and Personal Data

- 4.1. Participants shall ensure that they have sole ownership rights and copyright in all Entries before submitting them for the Lucky Draws. In submitting the Entry, Participants irrevocably assign all ownership rights, including copyright, in connection to the Entry to HPB. After the Participants have submitted their Entries, HPB grants permission to the Participants to publish their submitted Entries on their personal blogs if they wish to do so. For the avoidance of doubt, the grant of the aforesaid permission by HPB shall not assign any form of rights, in relation to the Entries, back to the Participants.

- 4.2. Any Entries submitted shall be an original work and shall not have been previously published in any form or medium for whatever purposes and shall not have won any award. The Entries shall not infringe upon the copyrights, trademarks, privacy, publicity or other intellectual property rights of any person or entity.
- 4.3. If an Entry 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 Entry, clear and unambiguous written consent from each person or entity featured or identifiable in the aforesaid Entry to submit the Entry for the Lucky Draws. HPB reserves the right to request for proof of the aforesaid written consent from any Participant at any time. Failure to provide such proof of written consent upon HPB's request shall disqualify the Entry for the corresponding Lucky Draw Period.
- 4.4. HPB reserves 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 Lucky Draws, for publicity, advertising and promotional purposes, including but not limited to that of the Lucky Draws', in any manner that HPB deems appropriate.
- 4.5. HPB shall have the right to disclose and publish the name and any other particulars of all or any winners for publicity purposes and winners shall consent, co-operate and participate fully in the activities organised by HPB for such purposes, without any payment, fee or compensation whatsoever. If a winner has collected a prize but does not comply with these obligations, he shall be required to return the prize to HPB.
- 4.6. By submitting Entries and participating in the Lucky Draws, each Participant agrees that any and all personal data submitted may be collected, used and/or disclosed by HPB and its related entities for the following purposes:
 - a. Communication with the Participant for purposes related to the Lucky Draws; and
 - b. Such other purposes as HPB may reasonably deem appropriate, or in relation to which the Participant has otherwise provided HPB with consent.

5. Limitation of Liability

- 5.1. All Participants in the Lucky Draws 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, 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 related to their participation in the Lucky Draws;
 - 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 Lucky Draws;

- c. any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected Entries; and
 - d. any losses, costs, expenses, fees or damages incurred by the Participants arising out of or in connection with the Lucky Draws or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.
- 5.2. Participants agree and acknowledge that these Lucky Draws are in no way sponsored, endorsed or administered by or associated with Facebook. Any information provided is to HPB only, and not to Facebook.
- 5.3. Participants agree and acknowledge that Participants shall release Facebook from all claims completely.

6. General Terms and Conditions

- 6.1. HPB reserves the right at its sole discretion, to suspend, postpone or terminate the Lucky Draws or any Lucky Draw Period, shorten or extend the duration of the Lucky Draw Periods and/or amend, modify, delete, supplement, replace or revise the T&Cs, without any liability or prior notification to any person, including but not limited to any Participant. Any such change to the T&Cs shall take effect immediately and shall bind all Participants of any ongoing Lucky Draw Period including those who have submitted Entries before the date of the change.
- 6.2. HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with these T&Cs due to the occurrence of any event or circumstance beyond its control, including without any limitation to, 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.
- 6.3. In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to the Lucky Draws, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 6.4. The T&Cs shall be governed by the laws of Singapore. The T&Cs shall constitute the entire understanding and agreement between HPB and the Participants. The T&Cs 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&Cs.
- 6.5. 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.
- 6.6. In the event of any inconsistency between these T&Cs and any brochure, marketing or promotional material relating to the Lucky Draws, these T&Cs will prevail.
- 6.7. These T&Cs and any amendments will be displayed at
<http://facebook.gethealthy.sg/my10ktoday>