

## **“You are Your Child’s First Influencer” Terms and Conditions**

The “You are Your Child’s First Influencer” is an initiative organised and administered by the Health Promotion Board (“**HPB**”, “**we**”, “**us**”, “**our**”) (the “Programme”). The purpose of the Programme is to trigger parents and/or legal guardians of children to re-evaluate their own health behaviours, so as to become better role models, and equip them to adopt healthy practices. HPB will conduct events for the purpose(s) of the Programme (each event, referred to as “Event” and as further defined below). These terms and conditions (the “**Terms**”), apply to all individuals attending an Event as a Participant . The phrases “**you**” or “**your**” refers to you as an individual attending an Event, as a Participant , whichever is applicable.

**Your attendance at an Event or participation in the Programme indicates your agreement to these Terms.** If you do not agree with any of the Terms, please do not attend any Event and/or participate in the Programme.

### **1. Programme Overview**

1.1. **Programme Period:** The Programme shall be conducted from 31 May 2024 to 31 March 2025 at various venues in Singapore.

#### 1.2. Events

- a. The Events shall take place within the relevant Period.
- b. Individuals are allowed to attend an Event. Details of any Event can be found at <https://go.gov.sg/parenthub-rc-tnc>.
- c. An Event can be solely conducted by HPB or with an Event Sponsor which refers to a third party conducting the Event in collaboration with HPB.
- d. At an Event, a booth will be operated by or for and on behalf of HPB for the purposes of the Programme (the “You are Your Child’s First Influencer”).
- e. HPB and/or the Event Sponsor reserve(s) the right to refuse entry by any person to an Event or to remove any person from an Event without any liability for any reason and at its/their sole discretion. HPB reserves the right to recover from you any loss or damage incurred or suffered by us, the Event venue, or any other persons as a result of your conduct at the Event or failure to comply with these Terms.

#### 1.3. Programme Participation

1.3.1 An individual attending an Event may participate in the Programme by registering at “You are Your Child’s First Influencer” game booth if he or she is:

- a. parent and/or legal guardian of at least one child below the age of 15 years old; agree to participate in the Programme by:
  - i. completing a health-related parent-child task/activity at game booth present at an Event; and
  - ii. agreeing to continue the Programme journey by accepting an activity item from the game booth.

1.3.2 Individuals who successfully register to participate in the Programme are referred to collectively as the “Participants” and individually as the “Participant”. Participants must provide and are responsible for providing true, complete and accurate personal data or

information such as name, email address and contact number, failing which they will be automatically disqualified from participation in the Programme. HPB reserves the right to refuse registration of any person to be a Participant without any liability for any reason and at its sole discretion.

1.4. Story

1.4.1 Participants will receive electronic direct mailers (“eDMs”) for four (4) weeks from date of successful registration as a Participant under clause 1.3.2 above. After the fourth eDM is sent out to a Participant, a Participant may share their Story with HPB in the manner set out at clause 1.4.2. A “Story” refers to a written account of a Participant’s experience of the Programme journey to inspire their child or legal ward to adopt healthy habits by making healthier choices themselves, as a Participant. Participants can also include photos documenting their journey in their Story.

1.4.2 A Participant submits a Story through the FormSG link provided at the end of the fourth eDM mentioned at clause 1.4.1 *within a month* from the expiry of the Activation Period which corresponds to the registration of the Participant<sup>1</sup>. A Participant may submit more than one (1) Story provided such submission is within the timeframe specified in this clause.

1.4.3 Each submission of a Story pursuant to clause 1.4.2 is referred to as an “Entry”. Three (3) Entries from which three (3) influencers (participants) will be identified. Each Roving Carnival Activation Period will have one (1) influencer selected.

Selection of Participant	Roving Carnival Activation Period
1 <sup>st</sup> Influencer	31 May to 31 August 2024
2 <sup>nd</sup> Influencer	01 September to 31 December 2024
3 <sup>rd</sup> Influencer	01 January to 31 March 2025

1.4.4 The stories will be selected from the eligible Entries and qualified Influencers are those who have demonstrated to HPB through their Entries that they are making an effort to influence our next generation to adopt healthy lifestyles. Selected stories from Participants will receive a “You Are Your Child’s First Influencer” Kit as set out in clause 2.

1.4.5 Selected influencer shall be notified by HPB through the respective email addresses provided by the influencer in their Entries. Influencer must collect the “You Are Your Child’s First Influencer” Kit at HPB Office, unless otherwise notified by HPB.

1.4.6 HPB has the right to reject Entries and you may be disqualified if:

- a. Your Entry was not submitted in accordance with clause 1.4.2 above;
- b. Your Entry is disqualified pursuant to any provisions of these Terms;
- c. Your Entry contains inappropriate content that:
  - i. is obscene, hateful, defamatory, violent or offensive;
  - ii. promotes discrimination against any group or individual;
  - iii. contains any religious, political, advocacy or commercial messages;
  - iv. contains any viruses, worms, malware, Trojan horses or other harmful software of any kind;
  - v. contains nudity or profanities; and/or
  - vi. is inappropriate, in HPB’s view;

- d. HPB is unable to contact you;
  - e. You do not respond to HPB or you notify us that you do not wish to claim the “You Are Your Child’s First Influencer” Kit;
  - f. You do not agree to abide by and be bound by these Terms;
  - g. You have committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Programme;
  - h. Your demise should occur or become mentally incapable; or
  - i. You have been abusive to HPB staff at any point of contact.
- 1.4.7 If you are disqualified, HPB may in its discretion pick another Participant to replace you, as a disqualified Participant or donate the item(s) in question, without payment or compensation to the disqualified Participant.
- 1.4.8 HPB’s decision in relation to the selected stories and “You Are Your Child’s First Influencer” kit is final and shall not be open to challenge or appeal. In this regard, no correspondence from the Participants will be entertained or responded to.

## **2. “You Are Your Child’s First Influencer” Kit**

- 2.1. Each Influencer will receive a “You Are Your Child’s First Influencer” kit including LEGO® set.
- 2.2. HPB may, in its sole and absolute discretion and without prior notice or liability, replace, change or substitute any item with another of similar value.
- 2.3. Participants of selected stories are not allowed to exchange the “You Are Your Child’s First Influencer” Kit for cash or other goods and services or assign the items to another. HPB will not entertain any request for the exchange or transfer of items.
- 2.4. The images of items on all marketing materials are for illustration purposes only. Actual products may be different from the images shown.
- 2.5. The items 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 items, or that the claims made by the manufacturers, distributors and/or service providers of the items 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 items will meet the participants’ requirements, warranties of satisfactory quality, warranties of merchantability or fitness for a particular purpose. All warranty claims with regard to an item shall be directed to the applicable manufacturer/service provider and not to HPB. Upon the issuance of the items to the Participants of selected stories, neither HPB nor its employees, directors, officers, agents or assignee shall be responsible or liable in any way to any person for any item(s) that are tampered, damaged, or not working properly.

## **3. Use of Participants’ Entries**

- 3.1. Ownership of the copyright rights over an Entry shall remain with the original copyright owner. Participant agrees to ensure that the Entry will not infringe and/or does not include the intellectual property or proprietary rights of third parties.
- 3.2. Each Participant grants or ensures that the original copyright owner grants HPB an unrestricted, royalty-free, world-wide, perpetual, irrevocable, non-exclusive licence to use, apply, reproduce, display, broadcast, modify, summarise, adapt, sub-licence and

communicate his/her Entry, at any time and for any purpose set out in these Terms, including (but not limited to) communicating the Entry to the public or to any entity or for any other form of publicity, without any payment or compensation to the Participant.

- 3.3. HPB shall not be responsible for any claims of intellectual property infringement by third parties as a result of the participant's breach of these Terms and the Participant agrees to indemnify HPB against all such claims, demands and/or allegations.
- 3.4. All the rights, titles and interests on HPB-owned webpages on Health Hub website (including Parent Hub), relevant FormSG and their contents are owned by or licensed to HPB. No part of the content or material available may be reproduced, republished, transmitted, uploaded, posted or otherwise distributed in any way without the prior written permission of HPB and/or owners of the relevant sites/pages.

#### **4. Personal Data**

- 4.1. When you attend an Event and/or participate in the Programme, you agree and consent to the collection, use and/or disclosure of your personal data by HPB to its officers, employees, appointed service providers, event partners and affiliates, as may be required:
  - a. for the administration of the Programme, and all matters arising from the Programme;
  - b. for promotional, marketing and publicity purposes in any media of any HPB programme;
  - c. to analyse data, information, and feedback to understand the adequacy and effectiveness of, to improve or device better HPB programmes and initiatives;
  - d. to devise, organise and implement (whether in collaboration with a third party or not)
    - i. programmes and other activities for or related to the promotion of good health and healthy lifestyles among Singapore residents;
    - ii. health education programmes; and/or
    - iii. programmes and other activities for or related to the prevention or detection of diseases; and/or
  - e. to conduct research and publish findings in academic and/or scientific journals.

#### **5. General**

- 5.1. HPB reserves the right at its sole discretion, to suspend, postpone or terminate the any Event, Programme, shorten or extend the duration of the "Activation Period(s)" and/or amend, modify, delete, supplement, replace or revise the Terms (collectively, the "changes"), without any liability or prior notification to you. Any such change to the terms shall take effect immediately and your attendance at any Event or continued participation in the Programme in whatever capacity, represents your agreement to any such changes. Participants agree to check the [Parent Hub Events Page – "Your Child's First Influencer"](#) from time to time for any updates or modifications to these Terms. In the event of any dispute arising in connection with the Programme and or with the interpretation or implementation of these Terms, HPB's decision will be final and binding upon the participants.
- 5.2. HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with these Terms 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.
- 5.3. HPB will not be responsible for Entries and/or communication with Participants that are

inaccessible, lost, misdirected, damaged or undelivered for any reason.

- 5.4 Each Participant agrees that HPB and/or its affiliates, employees, directors, officers, agents and/ or assignees shall not 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;
  - 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 items or participation in the Programme;
  - 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 Programme and/or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.
- 5.5 Nothing in these Terms shall limit or exclude our liability for:
- a. death or personal injury; or
  - b. any other liability which cannot be limited or excluded by applicable law.
- 5.6 You agree that your access to any Event and your participation in the Programme is at your sole risk and responsibility.
- 5.7 Except as expressly stated in these Terms, HPB makes no express or implied warranty or representation in connection with the Event and/or Programme.
- 5.8 Subject to clause 5.5,
- a. we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses; and/or
  - b. HPB's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed an amount equivalent to the value of a "You Are Your Child's First Influencer" Kit as at the date of your action.
- 5.9 You undertake that you shall comply with the Prevention of Corruption Act 1960 or any legislation in Singapore aimed at preventing and punishing acts of bribery and corruption (the "Anti-Corruption Legislation"). You undertake that you will not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:
- a. an official or employee of a government department, statutory board, agency or instrumentality, state-owned or controlled enterprise, public international organisation or any public serving entity;
  - b. any other person at the suggestion, request or direction or for the benefit of any of the above-described persons, if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Corruption Legislation.

5.10 These Terms shall be governed by the laws of Singapore and you submit to the exclusive jurisdiction of the courts of Singapore in relation to any dispute relating to the Programme, these Terms and any activity/matter related thereto.

*Terms effective date: 23 May 2024*