

## **TERMS AND CONDITIONS GOVERNING TEAM MORE VS TEAM LESS PRESENTS: YOUR QUEST FOR BALANCE**

The following terms and conditions (“**T&Cs**”), and all subsequent revisions or amendments made by the organiser, Health Promotion Board (“**HPB**”), shall apply to the **TEAM MORE VS TEAM LESS PRESENTS: YOUR QUEST FOR BALANCE** (“**TMTL**”) campaign, which will run from 3 June 2019 to 31 March 2020 (the “**Period**”). Participation in any TMTL activities signifies your agreement to be bound by the T&Cs. If you do not agree to the T&Cs, please do not participate in TMTL activities.

### **1. Eligibility**

- 1.1. Any individual who is above 17 years old (the “**Participant**”) is eligible to participate in any of the TMTL activities.
- 1.2. Persons in the following categories are prohibited from participating:
  - a. anyone below 17 years of age at the time of collecting the prize;
  - b. employees of third party vendors, service providers or partners involved in or connected to, directly or indirectly, to TMTL; and
  - c. any person who is not a Singapore citizen, permanent resident, employment pass holder, student pass holder or work permit holder.
- 1.4 Employees of HPB and their immediate family members may participate. Should they win, their prizes will be as won or the equivalent of S\$250 worth, whichever is the lower.
- 1.5 A Participant who fails to provide true, correct and accurate information when participating in TMTL activities shall automatically be disqualified. HPB reserves the right to refuse to award any prize or require return of the prize presented to the Participant.

### **2. How to participate**

- 2.1. Participants have to:
  - a. Go to the campaign website ([www.healthhub.sg/teammoreteamless](http://www.healthhub.sg/teammoreteamless)) and click on the Take the Quiz button
  - b. Complete all questions in the Quiz
  - c. Leave a valid email address at the end to receive their Quiz result via email
  - d. Use a Gmail or Yahoo email account to complete the quiz to receive an email. If no email is received in Inbox, participants will be required to check their Junk or Spam folder to retrieve the email.
- 2.2. Participants will be required to present the screen showing their quiz result or the quiz result email at any participating TMTL activation to redeem a free gift, while stocks last.
- 2.3. Participants will be required to download the Healthy365 app from the Google Play Store or Apple Store on their smartphone to take part in the Challenge to redeem a prize, while stocks last
- 2.4. Each Participant can only participate in one (1) Challenge throughout the entire duration of the Campaign, regardless of type of Challenge.
- 2.5. Each Participant is entitled to redeem only one (1) gift and 1 (prize) at any participating TMTL activation for the entire duration of the Campaign.

### **3. How to participate in the “What’s in the box” Food Challenge**

- 3.1. Participants from Team More, i.e. having a Quiz results which identifies the participant as a Sporty Spartan or Cardio Champ, can participate in the “What’s in the box” Food Challenge during TMTL activations.
- 3.2. Participants have to guess healthier food items in the box correctly within a specified time to win a prize, while stocks last.

### **4. How to participate in the “Move It” Challenge**

- 4.1. Participants from Team Less, i.e. having a Quiz results which identifies the participant as a Nutrition Ninja or Wholegrain Warrior, or participants having Quiz results showing Balanced Believers or Passive Procrastinators can participate in the “Move It” Challenge during TMTL activations.
- 4.2. Participants have to cycle a distance within a specified time on a static bicycle to win a prize, while stocks last.

### **5. How to participate in the Online Contest**

- 5.1. Any Online Contests that may be held as part of the Campaign will be held during the campaign period.
- 5.2. To join the Contest, Participants are required to:
  - a. Look out for the “TEAM MORE TEAM LESS” Contest post on HPB’s Facebook page.
  - b. Follow the Contest instructions specified in the Facebook post.
  - c. The first 10 valid entries will receive a prize.
- 5.3. Each Participant is limited to one (1) Entry per day and entitled to win a maximum of one (1) prize for any online Contest during the Contest period.
- 5.4. Participant with a valid contest entry will be contacted via private message to provide all required information as deemed necessary by HPB in order to distribute the prize.
- 5.5. If a Participant does not respond by the date and time as specified in the private message, HPB may in its discretion pick another Participant or withdraw the prize in question.
- 5.6. HPB reserves the right to reject or remove Entries, disqualify a Participant 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 is not valid;
  - c. The Participant does not respond to HPB within the specified time period in Clause 3.3 or notifies HPB that he does not wish to claim the prize;
  - d. The Participant does not agree to abide by and be bound by the T&Cs;
  - e. The Participant has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Contest;
  - f. HPB discovers or has reasonable grounds to suspect that the Participant has engaged or attempted to engage in any activity to inappropriately manipulate submission

- procedures including without limitation the unauthorised use of Facebook accounts not belonging to the Participant to submit his/her Entry; or
- g. The Participant dies or becomes mentally incapable.

## **6. How to participate in the Partner Promotions**

- 6.1. Any Partner Promotions that may be held as part of the Campaign will be held during the campaign period.
- 6.2. To participate in the Partner Promotions, Participants are required to:
  - a. Look out for “TEAM MORE TEAM LESS – YOUR QUEST FOR BALANCE”.
  - b. Follow the instructions specified.
  - c. Winners with a valid entry will receive a partner promo code.
- 6.3. Verified winners will receive promo code and instructions at the end of the promotion period.
- 6.4. Each Participant is limited to the redemption of any one (1) partner promo code for the entire promotion period.
- 6.5. Promo codes are non-exchangeable whether for cash, in kind or for other goods/services, whether wholly or partially.

## **7. Conduct of TMTL activities**

- 7.1. HPB reserves the right to disqualify a Participant and forfeit any prize if:
  - a. HPB, in its sole discretion, decides that the participation is not valid;
  - b. The Participant does not agree to abide by and be bound by the T&Cs;
  - c. The Participant has committed any act of fraud or dishonesty, or has misrepresented anything in connection with TMTL
  - d. The Participant exhibits nudity or profanities, is libellous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public
  - e. The Participant is abusive to our staff on-ground or causes a nuisance at any of our activations.
  - f. HPB discovers or has reasonable grounds to suspect that the Participant has engaged or attempted to engage in any activity to inappropriately manipulate submission procedures including without limitation the unauthorised use of email accounts not belonging to the Participant to complete the quiz; or
  - g. The Participant dies or becomes mentally incapable.

## **8. Gifts and Prizes**

- 8.1. All gifts and prizes given for participation in TMTL related activities are provided on a while stocks last basis.
- 8.2. For audit and validation purposes, the winning participant is required to be present in person to participate and redeem the gifts and prizes. Where required for NRICs to be sighted as part of the claim process, only original NRICs are accepted NRICs are strictly not transferrable.

- 8.3. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any of the gifts and prizes with another of similar value.
- 8.4. Participants are not allowed to exchange the gift and/or prize for cash or other goods or services. HPB will not entertain any request for exchanges.
- 8.5. Images shown on all marketing materials are for illustration purposes only. Actual products may be different from the images shown.
- 8.6. The gifts and 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 gift or prize, or that the claims made by the manufacturers, distributors and/or service providers of the gifts and 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 Participants’ requirements, warranties of satisfactory quality, warranties of merchantability or fitness for a particular purpose. All warranty claims with regard to a gift or prize shall be directed to the applicable manufacturer/service provider and not to HPB. Upon the issuance of a gift or prize to a winning Participant, neither HPB nor its employees, directors, officers, agents or assignees shall be responsible or liable in any way to any person for any gifts or prizes that are tampered, damaged, or not working properly.

## **9. Personal data**

- 9.1. Participants agree that any and all personal data provided to HPB may be used and/or disclosed by HPB and its third party vendors and service providers for the following purposes:
  - a. Communication with the Participant for purposes related to TMTL; and
  - b. Publicity, advertising or marketing purposes in connection with TMTL and/or in connection with any HPB programmes/outreach/initiatives/activities.
- 9.2. Participants must be 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.

## **10. Privacy issues**

- 10.1. TMTL Participants 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 “Promotion Materials”).
- 10.2. HPB shall own all the rights, title and interests including intellectual property rights in and to the Image Recording and TMTL Materials.
- 10.3. HPB shall have the right to publish, reproduce, make adaptations, communicate and make available to the public, the Image Recording and the Promotion Materials in any media, whether in print, digital or any other format, for any publicity purposes connected with TMTL or any other activity of HPB connected with being a Participant in the

promotion (“Publicity Purposes”), including sharing or disclosing the Image Recording or the Promotion Materials to any third party authorised by HPB for the Publicity Purposes, without restriction and without the need to notify the Participant in advance.

- 10.4. The Participant will have no right to approve the finished product wherein the Image Recording or his/her likeness appears, and shall not receive royalties or any other compensation arising or related to the use of the Image Recording or the Promotion Materials.
- 10.5. There shall be no time limit, nor is there any limitation in geography or medium on the use of the Image Recording or the Promotion Materials set out in Clauses 10.1 to 10.4 above.
- 10.6. The Participant 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 or the Promotion Materials. HPB may require Participants to sign separate written releases.
- 10.7. HPB shall have the right to disclose and publish the name and any other particulars of Participants for publicity purposes and Participants 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 Participant has collected a gift and/or prize but does not comply with these obligations, he/she shall be required to return the gift and/or prize to HPB.

## **11. Limitation of liability**

- 11.1. All Participants in TMTL 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 TMTL;
  - 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 TMTL;
  - 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 TMTL or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

## **12. General terms and conditions**

- 12.1. HPB reserves the right at its sole discretion, to suspend, postpone or terminate TMTL or, shorten or extend the duration of TMTL campaign Period 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 change to the T&Cs shall take effect immediately and shall bind all Participants of any ongoing TMTL activities including those who have participated before the date of the change.
- 12.2. HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with the 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.
- 12.3. In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to TMTL, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 12.4. 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 the T&Cs.
- 12.5. 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.
- 12.6. In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to TMTL, the T&Cs shall prevail.

## **13. Contact details for enquires**

- 13.1. For more enquiries, you can visit [www.healthhub.sg/teammoreteamless](http://www.healthhub.sg/teammoreteamless), email us at [hpb\\_mailbox@hpb.gov.sg](mailto:hpb_mailbox@hpb.gov.sg) or call Healthline at 1800 223 1313. Our hotline operating hours are as follow:

Mondays to Fridays: 8.30am to 5pm  
Saturdays and eve of Public Holidays: 8.30am to 1pm  
Sundays and Public Holidays: Closed