### **Terms & Conditions Governing**

### Eat, Drink, Shop Healthy 90-Day Challenge

The following terms and conditions, and all subsequent revisions or amendments ("**T&Cs**") made by the organiser, Health Promotion Board ("**HPB**"), shall apply to the "Eat, Drink, Shop Healthy 90-Day Challenge" ("**Challenge**"). In these T&Cs, the words "we", "our" and "us" refer to HPB.

By accessing or participating in the Challenge, you agree to bound by these T&Cs as they may be modified and/or amended from time to time. HPB reserves the right to change these T&Cs at any time at its sole discretion. Amendments shall take effect immediately when posted on the Challenge webpage at <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a>. Your continued use of the Challenge thereafter represents your agreement to any such amendments.

If you have participated in the "Eat, Drink, Shop Healthy Challenge 2022" previously, you are automatically enrolled in this Challenge. Participation in this Challenge is voluntary and signifies your agreement to be bound by all the terms and conditions listed below. If you have not participated in the "Eat, Drink, Shop Healthy Challenge 2022" previously, you will need to join this challenge.

READ THESE T&Cs CAREFULLY BEFORE PARTICIPATING IN THE CHALLENGE. BY PARTICIPATING IN THE CHALLENGE AND/OR ANY ACTIVITIES RELATING TO THE CHALLENGE, YOU INDICATE THAT YOU HAVE BOTH READ AND ACCEPTED THESE T&CS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE CHALLENGE.

### A. ABOUT THE EAT, DRINK, SHOP HEALTHY 90-Day Challenge

- 1. The Eat, Drink, Shop, Healthy 90-Day Challenge commences on 1 July 2022 and ends 28 September 2022 ("Challenge Period").
- 2. Eligible Participants can participate in the Challenge by one of the following methods below:
  - i. Participants can scan a QR Ticket ("QR Ticket") or QR Receipt ("QR Receipt") with a unique QR Code after the purchase of a "Qualifying Item" from the supporting outlets listed on <u>EatDrinkShopHealthy.gov.sg</u> ("Supporting outlets"), during the Challenge Period. This will be referred to as the "Offline Method" in these T&Cs; and/or
  - ii. Participants can link their Healthy365 accounts with our supporting partners' applications and eligible purchases of Qualifying Items from the supporting partners' applications will be processed in the Participants' Healthy 365 accounts automatically. The supporting online partners ("Supporting online partners") are listed on <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a>. This will be referred to as the "Online Method" in these T&Cs. To clarify, each account a Participant has with our supporting partner can only be linked to one Healthy 365 account
- 3. "Qualifying Items" collectively refers to Qualifying Food, Qualifying Drink, Qualifying Dessert and Qualifying Grocery as set out in Clause G of these T&Cs.

### 4. The Challenge covers 4 mechanics:

- i. Healthpoints for Purchase of Qualifying Items Earn Healthpoints by scanning QR codes using the Healthy 365 mobile application ("Healthy 365 app") upon or after purchasing Qualifying Items. The Healthpoints can be redeemed for rewards thereafter through the Healthy 365 app.
- ii. Passport Rewards Earn digital stamps by scanning QR codes using the Healthy 365 app upon or after purchasing Qualifying Items. Accumulate the digital stamps required to reach the "reward" icon in the Passport and stand to win one of the rewards indicated under the reward icon.
- iii. Ad-Hoc Promotions Display of promotional collaterals bearing QR codes in public places to allow participants to stand to win Healthpoints or rewards. Refer to Clause H.
- iv. On-Ground Activations Spin the wheel during on-ground activations islandwide to stand a chance to win prizes. Refer to Clause I.

#### B. JOINING THE CHALLENGE

- 1. HPB has the absolute discretion at any time to determine the eligibility of a participant in the Challenge and shall not be obliged to give any reason thereof. Without limiting the generality of the foregoing, you can participate in the Challenge, except for certain restrictions set out in clause B3 for "HPB-related participants", if you are:
  - i. Singapore citizen, permanent resident or employment pass or work permit holder; and
  - ii. at least 17 years old at the time of participation in the Challenge and your age will be computed based on the calendar year in which you were born.
- 2. "HPB-related participants" means the following categories of persons:
  - i. employees and/or immediate family members (referring to the spouse, children, parents and/or siblings of such employees) of HPB;
  - ii. all employees of any HPB appointed vendor who are directly or indirectly involved in the Challenge ("HPB Vendors");
  - iii. employees of subcontractors of HPB Vendors who are directly involved in the Challenge, and/or
  - iv. all employees of HPB's partners for the Challenge.

## 3. HPB-related participants are:

entitled to earn Incentives where "Incentives" means rewards of similar value provided to all
participants upon completion of the Challenge requirements such as the awarding of
Healthpoints for purchase of Qualifying Items,

- ii. entitled to win Prizes, where "Prizes" means rewards involving an element of luck or chance, provided the Prizes are won through the reward icon on the Healthy 365 app and are not more than \$\$10 in value for a single prize, and
- iii. not entitled to win other Prizes, regardless of value through any other means involving an element of chance or luck (e.g lucky draws, on-ground activations, online or social media contests).
- 4. If you, as an HPB-related participant win or earn a prize that is worth more than S\$10, or through mechanics with an element of chance or luck set out in clauses B3ii and B3iii, you must declare your ineligibility through the redemption form (where provided), give verbal declaration to on-ground staff running the event/activity or submit an email declaration to HPB immediately at Clarabelle TAN@hpb.gov.sg
- 5. You must download the Healthy 365 app from Google Play Store or Apple App Store on your smartphone to participate in the challenge. For the app to run optimally, it must be downloaded on a smartphone on iOS 10 and above for Apple users, and OS 6 and above for Android users.
- 6. If you are <u>new</u> 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 join the "Eat, Drink, Shop Healthy 90-Day Challenge under "Challenges" on the Explore tab within the Healthy 365 app.
- 7. If you are an <u>existing user</u> of the Healthy 365 app, select "Challenges" under the Explore tab and join the "Eat, Drink, Shop Healthy 90-Day Challenge".

### C. EARNING OF PASSSPORT STAMPS AND HEALTHPOINTS

#### OFFLINE METHOD

The following clauses, C1 to C11, are applicable for the Offline Method of purchasing of Qualifying Items at supporting outlets.

### **Request for QR Ticket**

- 1. Applicable to supporting outlets that issue QR Tickets only. You should request for a QR Ticket from the outlet staff immediately upon purchase of a Qualifying Item. You must scan the QR code on the QR Ticket using the Healthy 365 app to earn Healthpoints and digital stamps.
  - i. Every Qualifying Food purchased entitles you to one (1) Food QR Ticket.
  - ii. Every Qualifying Drink or Qualifying Dessert purchased entitles you to one (1) Drink QR Ticket.
  - iii. Every Qualifying Grocery purchased entitles you to one (1) Grocery QR Ticket.
- 2. QR Tickets are valid till the end of the next calendar day (2359 hours) only and would expire thereafter. HPB shall not be liable for Healthpoints and digital stamps that are not successfully issued due to QR expiry.

- 3. QR Tickets can only be scanned once, regardless of the scan outcome (i.e., if Healthpoints and digital stamps have been successfully issued or if they were not issued due to reasons such as hitting the account holder's weekly cap indicated in Clause D2, or QR code being scanned before.)
- 4. For outlets issuing QR Tickets, QR Tickets will be issued for purchases made from cashier counters only and not usually applicable for orders placed via online delivery platforms (inclusive of self-collection orders). Subject to the outlet's discretion.

## **Issuance of QR Receipt**

- 5. Applicable to supporting outlets that issue QR Receipts only. QR Receipts are receipts printed with unique QR codes that will be issued upon purchase of Qualifying Items. Scan the QR code on the QR Receipts with the Healthy 365 app to earn Healthpoints and digital stamps.
- 6. QR Receipts are valid till the end of the next calendar day (2359 hours) only and would expire thereafter. HPB shall not be liable for Healthpoints and digital stamps that are not successfully issued due to QR expiry.
- 7. You will only be required to scan the QR code on the QR Receipt <u>once</u> regardless of the number of Qualifying Items purchased.
- 8. For instance, if you have purchased two (2) Qualifying Food Items, scanning the QR Code on the QR Receipt will automatically give you twenty (20) Healthpoints (excluding any Bonus Healthpoints) and two (2) digital stamps, with ten (10) Healthpoints issued for every Qualifying Food Item purchased.
- 9. If you bought a Qualifying Item but the QR code on the receipt cannot be scanned with the Healthy 365 app, you must inform HPB within seven (7) calendar days from the date of purchase of such Item (including the day of purchase). Failure to do so will result in the voiding of eligible Healthpoints and digital stamps and HPB shall not be liable for any Healthpoints or digital stamps losses. Please refer to clauses K and L for HPB's contact details and the requirements.
- 10. For supporting outlets issuing QR Receipts, QR Receipts will only be issued for purchases made at cashier counters and self-checkout counters. QR Receipts will not be issued for purchases made from self-ordering kiosks, alternative self-checkout methods (eg. Scan & Go), online websites, mobile apps and/or third-party delivery services.
- 11. QR Receipts can only be scanned once, regardless of the scanning outcome (i.e if Healthpoints and digital stamps have been successfully issued or if they were not issued due to reasons such as hitting the account holder's weekly cap indicated in Clause D2 or QR code being scanned before.)

### **ONLINE METHOD**

For the Online Method of purchasing of Qualifying Items from supporting partners' mobile application or website, the stamps and Healthpoints will automatically be credited to the linked Healthy 365 account once the Qualifying Items have been delivered, and after the transaction has been processed by the online partner.

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

- 1. Healthpoints are awarded for each scan of the QR Tickets, QR Receipts received via the Offline method or when a participant purchases the Qualifying Items via the Online Method, based on the following:
  - i. Every Qualifying Food purchased entitles you to earn Healthpoints under the Qualifying Food category.
  - ii. Every Qualifying Drink or Qualifying Dessert purchased entitles you to earn Healthpoints under the Qualifying Drink category.
  - iii. Every Qualifying Grocery purchased entitles you to earn Healthpoints under the Qualifying Grocery category.
- 2. The number of Healthpoints issued for each category of Qualifying Items purchased for each week is as indicated in table below. Each week commences on Monday at 0000 hours and ends Sunday at 2359 hours.

Healthier Category	Baseline 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
Weekly maximum		50	325 healthpoints

- 3. For Wins-Days promotions for featured outlets, the purchase of Qualifying Items entitles you to earn Bonus Healthpoints. These Bonus Wins-Days Healthpoints do not count toward the weekly cap of 325 Healthpoints. Wins-Days dates and details will be announced on the Eat, Drink, Shop Healthy Challenge website at <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a> under the "More Ways To Win" tab.
- 4. For purchases made via the Online method, Healthpoints will be reflected in your Healthy 365 account upon successful delivery and processing of your online purchase transaction(s). The Healthpoints can be viewed at "My Wallet" under the "Rewards tab" of your Healthy 365 account.

### **E. EARNING OF DIGITAL STAMPS**

- 1. Every QR Receipt or QR Ticket scan on the Healthy 365 app allows you to earn both Healthpoints and digital stamps.
- 2. The digital stamps earned for each account is reflected on the Passport. For the Offline Method, digital stamps are awarded for each scan of the QR Ticket or QR Receipt using the Healthy 365 app. For the Online Method, digital stamps are credited when the Qualifying Items are delivered.

- 3. As you progress through the Challenge and earn more digital stamps, you may land on a reward icon which will entitle you to additional rewards in addition to the baseline Healthpoints.
- 4. To view the variety of rewards you can stand to win for each rewardicon, tap on the reward icon on the Passport. If there are more than one reward listed, one of the rewards will be assigned to you on a randomised basis.
- 5. Digital stamps are awarded for the following criteria(s);
  - i. Every Qualifying Food purchased entitles you to one (1) digital stamp under the Qualifying Food category.
  - ii. Every Qualifying Drink or Qualifying Dessert purchased entitles you to one (1) digital stamp under the Qualifying Drink category.
  - iii. Every Qualifying Grocery purchased entitles you to one (1) digital stamp under the Qualifying Grocery category.
- 6. The maximum number of digital stamps issued each week to a Participant during the Challenge Period is as indicated in table below. Each week commences on Monday at 0000 hours and ends Sunday at 2359 hours.

Category	Maximum Number of Digital Stamps that can be earned per Week
Qualifying Food	15
Qualifying Drink	15
Qualifying Grocery	20

- 7. Once you have earned the maximum number of stamps for your Food, Drink or Grocery Passport, you would have completed the Passport for that category in that week and will not be entitled to earn additional Healthpoints or digital stamps within the same week. QR Receipts and QR Tickets that are scanned after the weekly Passport completion will not qualify for Healthpoints and are deemed as redeemed. The Healthpoints are also not transferrable to another account.
- 8. For Wins-Days promotions on featured outlets, the purchase of Qualifying Items entitles you to earn Bonus Healthpoints only. Bonus digital stamps will not be awarded.

#### F. ABOUT REWARDS & HEALTHPOINTS

#### **REDEMPTION OF HEALTHPOINTS**

Healthpoints 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 <a href="here">here</a> 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 or expired on the Healthy 365 app.

#### **REWARDS IN PASSPORT**

- 4. Rewards earned from the reward icons in the I 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 clauses K and L for HPB's contact details and the required information.
- 5. The use of the rewards shall be subject to such terms and conditions stipulated by the supporting outlets. HPB shall not be liable for any participant's inability to use the reward that has been redeemed by such participant.
- 6. All physical prizes and 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 supporting outlets. 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 thesupporting outlet's staff who is assisting with your redemption, with the exception of promocode rewards. HPB and the supporting outlet 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 Passport, including but not limited to the number of digital stamps required to win a reward in the Passport, at any time without prior notice.

## G. QUALIFYING FOOD, DRINK, DESSERT AND GROCERY ITEMS

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

#### QUALIFYING FOOD

1. A Qualifying Food refers to any food sold in supporting restaurants, coffee shops, food courts, hawker centre stalls, cafes, food kiosks and quick service restaurants, or online on supporting partners' website or mobile application that is labelled with any of the HPB's Healthier Choice identifiers shown below. Qualifying Food may vary or differ with each outlet.



#### **QUALIFYING DRINK**

- 2. A Qualifying Drink refers to the drinks listed below that are sold in supporting restaurants, coffee shops, food courts, hawker centre stalls, cafes, food kiosks and quick service restaurants, or online on supporting partners' websites or mobile applications:
  - Bottled water/tap water/Sparkling or distilled bottled water
  - Packaged / canned beverages with Heathier Choice Symbols
  - Barley, Ice Lemon Tea, Chinese Tea, Japanese Tea, Korean Tea, Pure Flower, Pure leaf teas which contains no sugar.
  - Coffee or Tea: Kosong or Siew Dai (inclusive of coffee or tea with milk)
  - Espresso and Americano without milk or sugar
  - Endorsed Bubble tea with 0%, 25% or 30% sugar levels

All soya bean drinks and Milo (including Milo Kosong, Milo C, or Milo Siew Dai) are not Qualifying Drinks and do not qualify for QR Receipts or QR Tickets.

### **QUALIFYING DESSERT**

3. A Qualifying Dessert refers to any dessert that is lower in sugar and a source of dietary fibre that is sold in supporting food kiosks, or online on supporting partners' websites or mobile applications and marked with the Healthier Choice identifier below.



### **QUALIFYING GROCERY**

4. A Qualifying Grocery refers to any product sold in supporting supermarkets, petrol marts and convenience stores, or online on supporting partners' websites or mobile applications that carry the Healthier Choice Symbol.



**Eat All Foods in Moderation** 

#### H. AD-HOC PROMOTIONS

#### QR CODES ON PROMOTIONAL/MARKETING COLLATERALS AT LOCATIONS ISLANDWIDE

- 1. During the Challenge Period, HPB may have ad-hoc promotions e.g. display of promotional collaterals bearing QR codes in public places to allow participants to stand to win Healthpoints or rewards. For more details of the respective timeframe and placements of these ad-hoc promotions, please visit <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a>.
- 2. Healthpoints and rewards are issued on a while-stocks-last basis and are subject to change. Participants should refer to the respective terms and conditions of each reward under "My Rewards" tab of the Healthy 365 app. HPB and the supporting outlets reserve the right to replace the rewards with immediate effect at any time without prior notice. HPB further reserves the right to modify the rewards at any time at its sole discretion without any further notice.
- 3. The QR codes displayed on such promotional collaterals are provided by HPB strictly for Participants who are physically present at the locations, and the participants are not allowed under any circumstances to take or retain photographs of the promotional QR codes, or send any photographs containing Healthpoints or rewards to any person and/or to upload or post such photographs on any social media platform or otherwise.

4. In the event HPB determines that a Participant had taken, retained and shared photos of promotional QR codes or had accumulated Healthpoints and rewards from the circulated material, Participants will be disqualified from further participating in the Challenge. Such Participants may also be referred to the relevant law enforcement agencies if HPB considers necessary.

### 90-Day Challenge

- 5. 999 Participants who have accumulated 90 stamps across their Food, Drink and Grocery Passport during the 90 days period from 1 July 2022 to 28 September 2022 will stand to win 999 Healthpoints. The 90 stamps should meet the requirement of 13 Food stamps, 13 Drink stamps and 64 Grocery Stamps. The 999 Participants will be randomly picked by HPB.
- 6. The 999 winners will be notified via a push notification by end November 2022 and Healthpoints will be credited directly to the winner's Healthy 365 account.

#### I. ON-GROUND ACTIVATIONS

- 1. On-ground activations may be held by HPB at island wide locations during the Challenge Period. For the full list of activation locations and schedule, please visit EatDrinkShopHealthy.gov.sg.
- 2. During the activations, you are entitled to participate in the Spin-The-Wheel, subject to the following conditions:
  - i. every fifteen (15) Healthpoints that you have accumulated in the Healthy 365 app from the Eat, Drink, Shop Healthy Challenge on the day of activation (which will be verified by the staff handling the activation) shall entitle you to one (1) Spin-The-Wheel chance.
- ii. you are allowed to combine your purchases from different supporting outlets; and
- iii. you have a maximum of three (3) Spin-The-Wheel chances a day, regardless of activation locations that occur on the same day.
- 3. 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 activation at any time at its sole discretion without any further notice.
- 4. HPB reserves the right to reject any participation, disqualify any winner and/or forfeit any prize if:
  - i. HPB, in its sole discretion, decides that your participation is not valid or fails to comply with these T&Cs.
- ii. The winner does not agree to abide by and be bound by the T&Cs;
- iii. The winner has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Spin-the-Wheel; or
- iv. The winner is abusive, or exhibits any abusive behaviour, to our staff on-ground or causes a nuisance at any of our activations.

- 5. 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 for the day, you will be prompted with a pop-up message and will not be eligible to participate.
- 6. You will be required to scan a QR code with Healthy 365 app for each Spin-The-Wheel prize that you have won.

#### J. DATA OF PARTICIPANTS

By choosing to participate in the Challenge and its related activities, you agree to the collection, use and disclosure of any data (including personal information) that is collected from you or submitted by you relating to the Challenge. When you participate in this Challenge or any of its related activities/Contests, HPB may collect the following categories of data. Please note that the collection of the data can be through HPB's appointed third-party vendors and/or service providers.

## 2. Categories of Data Collected

- i. Personal Information: includes the information you provide when you sign up for and/or participate in the Challenge or HPB's Rewards Programme. Examples include your name, NRIC/ FIN number, email address, mobile number, gender and date of birth.
- ii. Engagement Data: includes when and how frequently you use the Healthy 365 app, features used, programmes you participate in, rewards earned and redeemed, purchase-related data, actions that you make on the app, with our supporting Partners or on other linked Partner platforms that you give permission to.
- iii. Device Information: such as device model, software and app-related logs.
- 3. Your data will never be sold. HPB and/or its service providers will use the data for the following purposes:
  - i. Communication with the winners for prize redemption purposes or purposes related to this Challenge and related activities/ Contests.
  - ii. 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.
  - iii. To support and maintain the Healthy 365 App and the Challenge, such as Challenge refinements and customer service improvements.
  - iv. To identify and deliver Challenge-related or purchase-related messages that may be of interest to you.
  - v. To identify correlations between data collected and HPB's strategies and activities to improve public health among the residents in Singapore.
  - vi. To understand overall Challenge's effectiveness and/or its impact on purchase habits of Singapore residents and/or the healthcare system in Singapore; and/or

vii. To devise, organise and implement programmes and other activities for or related for the promotion of good healthy lifestyles amongst the people of Singapore, health education programmes and programmes/other activities for or related to the prevention or detection of diseases.

### 4. Sharing of Data:

- i. HPB may share the data (including any personal information) with the Government of Singapore and all public agencies in Singapore providing public services in Singapore for the purpose of devising, organising and implementing programmes and other activities for or related for the promotion of good healthy lifestyles amongst the people of Singapore, health education programmes and programmes/other activities for or related to the prevention or detection of diseases.
- ii. The data collected may be shared with the third parties which are other non-governmental, non-public agencies. However, HPB will only share with such third parties aggregated data with no personally identifiable information which may be combined with other data HPB has for the purpose of Clause J.3vi and J.3vii above.

### 5. HPB may also share your data if:

- i. the recipient has been authorised to provide services on our behalf.
- ii. the recipient is our service provider who provides us with necessary services including but not limited to IT services, hosting and maintenance services, organizing of HPB's events, accounting, data analytics services, email messaging services, delivery services, handling of payment transactions, marketing, etc,
- iii. the recipient is HPB's consultant or professional advisor including but not limited to accountants, lawyers and auditors,
- iv. you have specifically consented to such disclosure,
- v. required by law, such as pursuant to a subpoena, regulatory oversight or other legal process, and/or HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the Challenge and/or its related activities, or your safety or the safety of others, or (b) to detect, prevent or respond to fraud, intellectual property infringement, violations to the terms of the Challenge, related activities and/or Contests or other misuse of the Challenge mechanics or , Healthy 365 App.
- 6. You are responsible for providing complete and accurate contact information to HPB. HPB accepts no responsibility for any inability or failure to contact you arising from inaccurate or incomplete contact information.

#### K. CONTACT DETAILS FOR ENQUIRIES

1. For enquiries on the Eat, Drink, Shop Health Challenge, you can visit our website at EatDrinkShopHealthy.gov.sg or contact us at <a href="mailto:eatdrinkshophealthy@hpb.gov.sg">eatdrinkshophealthy@hpb.gov.sg</a> or <a href="mailto:1800">1800</a> 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

#### L. 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. Reimbursement eligibility is only applicable for the following scenarios:
  - Unable to scan the QR Ticket or QR Receipt with the Healthy 365 app;
  - Failure to receive a QR Ticket or QR Receipt for your purchase of Qualifying Item(s); or
  - Discrepancy in the number of digital stamps or Healthpoints credited after scanning the QR Ticket or QR Receipt on the Healthy 365 app, or after making an eligible online purchase.
- 2. You must inform HPB within <u>seven (7) calendar days (including the day of purchase)</u> and submit the following supporting documents for HPB to review the reimbursement eligibility.
  - A clear image of the full official receipt or online order receipt (with payment details) listing the items purchased and respective quantities.
  - A clear image of the QR Ticket or QR Receipt received (Applicable to offline and online purchase scenarios where QR code cannot be scanned, or when Healthpoints did not tally to number of items purchased)
  - An image of the Qualifying Items purchased showcasing the package details with the Healthier Choice Symbol and/or identifier, and the item's barcode. (Applicable to offline and online purchase scenarios where QR code cannot be scanned, or when Healthpoints did not tally to number of items purchased)
- 3. Failure to provide the supporting documents necessary for review will result in the rejection of the reimbursement request. HPB shall not be liable for any Healthpoints or digital stamps that are not credited if you fail to inform HPB or submit the supporting documents within the stipulated time. Refer to clause K for HPB's contact details.
- 4. 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.

- 5. For as long as you participate in the Challenge, you acknowledge that we shall have the right, at our sole and absolute discretion, without prior notice to you, to:
  - i. Suspend, while we investigate, or terminate your use of your Healthy 365 account and/or participation in the Challenge if we suspect that:
    - a. you have attempted to undermine or have undermined the operation of the Challenge by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the Challenge to accumulate Healthpoints and/or digital stamps under the Challenge, in which event, you may be referred to the relevant law enforcement agencies for investigation; and/or
    - b. you have breached any of these T&Cs.
  - ii. During the period of suspension (if any), you will not be allowed to utilise any of your Healthpoints and/or digital stamps.
- 6. 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 Participant's participation in the Challenge shall be final and binding on all parties. In the event, your participation is terminated as a result of any of the aforesaid actions taken by you, you must return all Healthpoints and/or digital stamps awarded to you, or return to us, the equivalent monetary value of such Healthpoints and/or digital stamps awarded to you. HPB may recover the said monetary value as a debt owed to it, and we reserve the right to institute claims against you for losses or damages suffered by us as a result of any of the aforementioned acts.
- 7. In addition, you must notify us immediately if you notice that there is a system malfunction and/or system glitch which awards you or allows you to be awarded Healthpoints and/or digital stamps without any merit or not in accordance with the mechanics of the Challenge. Failure to notify us is a breach of these T&Cs. You must also return such Healthpoints and/or digital stamps accumulated by you in the event of a system malfunction and/or glitch or return to us the monetary equivalent of such Healthpoints and/or digital stamps. HPB may recover the said monetary value as a debt owed to it.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. HPB reserves the right to withdraw, discontinue or terminate the Challenge, 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.

- 12. 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.
- 13. Prizes that are not redeemed within the redemption period would be deemed as voided and no longer eligible. HPB will not extend the redemption period and will not be liable for any losses.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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") and utilising the Image Recording(s) in any material for publicity purposes (collectively "Challenge Materials").
- 20. 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.
- 21. 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 authorised by HPB for the Publicity Purposes, without restriction and without the need to notify the prize winner in advance.

- 22. 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.
- 23. 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
- 24. You hereby release, waive and discharge 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.
- 25. You agree and consent to being contacted by HPB to obtain feedback about the Challenge and the Healthy 365 app.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. These T&Cs and any amendments will be displayed at <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a>. 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.
- 30. 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 <a href="EatDrinkShopHealthy.gov.sg">EatDrinkShopHealthy.gov.sg</a>.
- 31. 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: Supporting Brands**

For the full list of supporting outlets, please visit <u>EatDrinkShopHealthy.gov.sg</u>.

Brands with Qualifying Food
Foodfare
Greendot
Jack's Place
Jollibean
Kopitiam
Mr Bean
Penang Culture
Polar Puff
Prata Wala <sup>1</sup>
Qi Ji
QQ Rice
Sakae Sushi
Simply Wrapps
Stuff'D
The Coffee Bean and Tea Leaf
WhyQ <sup>#</sup>
Wok Hey

Brands with Qualifying Drink(s) or Dessert (s)
Each-a-Cup
Foodfare
Greendot
Jack's Place
Kopitiam

iHO Tea
Mr Bean
Ar Teh Tarik
Penang Culture
Prata Wala
l Ji
akae Sushi
imply Wrapps
möoy
he Coffee Bean and Tea Leaf
Voobbee
′olé

Brands with Qualifying Grocery
7-Eleven
Cheers
Cold Storage
FairPrice
Giant
Jasons
Marketplace
Prime
Sheng Siong
Unity

<sup>#</sup> Applicable for online purchases