

# NATIONAL STEPS CHALLENGE<sup>™</sup>



COMMUNITY CHALLENGE TEAM STEPS RACE

# **TERMS AND CONDITIONS**

## 1. Overview of Team Steps Race

- 1.1. The "Community Challenge Team Steps Race" (also referred to as the "Team Steps Race" or "Challenge") is a physical activity initiative by the Health Promotion Board ("HPB") to encourage individuals to be more physically active every day, anytime and anywhere together in a community. Team Steps Race is an extension of the Community Challenge under the National Steps Challenge™ Season 6.
- 1.2. Please read the following Terms & Conditions carefully before signing up for the Team Steps Race. By participating in the Team Steps Race, you (a "Participant") agree to be bound by these Terms and Conditions as they may be modified and/or amended from time to time. HPB reserves the right to change these Terms and Conditions at any time at its sole discretion. Amendments shall take effect immediately on the Challenge. Your continued participation of the Challenge thereafter represents your agreement to any such amendment.
- 1.3. Team Steps Race is open to all current participants of the Community Challenge. To join the Team Steps Race, eligible individuals must form a team of five (5) members and submit their registration via FormSG (<u>https://go.gov.sg/teamstepsrace</u>) individually, with a unique team name (alphanumeric) to identify them as a team. By submitting your registration via FormSG, you are deemed to have consented to the Terms and Conditions.
- 1.4. Each participant is only allowed to be part of a maximum of 1 team. In total, there can be up to 1,800 teams participating in the Team Steps Race.
- 1.5. In this Team Steps Race, three Challenge milestones are set based on the combined daily average step count per Team of five participants. By meeting any of the milestones, the teams will be eligible for a sure-win reward as well as a chance at the Lucky Draw.

Milestone 1: 30,000 – 39,999 average daily steps per team

Milestone 2: 40,000 – 49,999 average daily steps per team

Milestone 3: at least 50,000 average daily steps per team

- 1.6. **Average daily step count per Team** is the summation of average daily step count per Participant in each Team, which is taken as the total number of steps accumulated by all five (5) participants in the team, divided by the total number of days during the Challenge period.
- 1.6.1. Please note that step counts must be clocked and synced to the Healthy 365 app during the Official Challenge Period to be considered towards the qualifying criteria. Only step counts from the day of commencement of the Official Challenge Period, will be considered. All step counts must be synced to the Healthy 365 app before the Challenge ends to be considered. Any step count synced after the end of Challenge will not be considered, even if the step count was clocked during the Official Challenge Period.
- 1.6.2. Individuals who have not registered, as well as Participants who did not set a tracking mode and have not synced any steps with the Healthy 365 app during the Official Challenge Period are excluded from the computation.

- 1.7. Participants who have successfully signed up for the Team Steps Race can take part in the Team Steps Race by tracking their physical activities via a "Preferred Fitness Tracking Device", which can be one of the following:
  - 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.
- 1.8. Once the Preferred Fitness Tracking Device has been set up, Participants can start to start to clock steps in accordance with the Challenge mechanics upon the start of the Challenge. Participation in the Team Steps Race is free.

## 2. Official Challenge Period

- 2.1. The Team Steps Race will officially start on **4 March 2022**, **0001 hours** and end on **24 April 2022**, **2359 hours** ("Official Challenge Period").
- 2.2. Registration for the Team Steps Race will start from **21 January 2022, 0001 hours** and end on **13 February 2022, 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 Team Steps Race, without prior notice to Participants.

#### 3. <u>Participation Eligibility</u>

- 3.1. The Team Steps Race is open to all individuals who meet the following eligibility criteria:
  - a) Current Participants of the Community Challenge
  - b) Be able to form a team of five (5) to participate and create an alphanumeric Team Name to be identified as a team, all of whom must be participants of the Community Challenge
  - c) Have all five (5) team members submit their registration using FormSG (<u>https://go.gov.sg/teamstepsrace</u>) by the registration deadline
  - d) Have a Preferred Fitness Tracking Device paired and synced with the Participant's account in the Healthy 365 app
- 3.2. Registration is limited to the first 1,800 teams. Participants will receive an SMS as an acknowledgement to confirm their successful registration status for the Team Steps Race by 3 March 2022.

# 4. <u>Rewards and Prizes</u>

4.1. Teams who have five (5) active members who each clock at least 1000 average daily steps over the Official Challenge Period and has met any one of the milestones (listed in para 1.5) as a team will be eligible to earn rewards as follows:

(a) A sure-win National Steps Challenge<sup>™</sup> collapsible cup which will be mailed out to eligible participants individually.

(b) A chance to win the Team Steps Race lucky draw prize listed in the table below, based on the milestones that they have met.



- 4.2. The Team Steps Race Lucky Draw will be conducted within 3 weeks after the Official Challenge Period and at a time of Health Promotion Board's choosing.
- 4.3. The lucky draw is open to Participants, except:
  - a) HPB employees and/or immediate family members of (referring to the spouse, children, parents and/or siblings) a HPB employee;
  - b) HPB partners, third-party vendors, service providers, subcontractors and/or event organisers ("EOs") and their employees, who are involved in or connected to, directly or indirectly, the 'Team Steps Race" lucky draw;
  - c) Any person 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; and/or
  - d) Any other person or class of persons deemed ineligible or notified by HPB as being ineligible from time to time.
- 4.4. HPB reserves the right to redraw in the event that the Participant drawn does not meet the terms and conditions of the Challenge and the draws.
- 4.5. The result of the draw is final, and no appeals will be entertained.
- 4.6. Rewards earned under the Team Steps Race are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. account holder is deceased), the account's participation in the Team Steps Race will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.
- 4.7. All prizes are not exchangeable nor redeemable for cash.
- 4.8. Participants will receive their rewards within 2 months from the end of the Team Steps Race.

#### 5. <u>Data protection</u>

5.1. By signing up for this Team Steps Race, 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 5. "Personal Data" means any data collected by HPB under this Team Steps Race which can be used to identify an individual, such as a name, NRIC, mobile number, 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.

- 5.2. 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 Team Steps Race, including setting up the Participant's account, computation of the average daily steps per Team, 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 Team Steps Race,
  - e) To understand overall effectiveness of the Team Steps Race and/or its impact on the health system in Singapore, and
  - f) Assisting the Participant with enquiries and obtaining their feedback.
- 5.3. HPB may share Personal Data with:
  - a) HPB's service providers or third party contractors involved in the Team Steps Race, 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 Team Steps Race, 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 Team Steps Race or Season 6 HPB fitness trackers.
- 5.4. 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.

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

- 6.1. Participants who are concerned about participation in this Team Steps Race due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this Team Steps Race. Participants must not participate in the Team Steps Race activities or events if they are not feeling well.
- 6.2. The health information and other information on the Team Steps Race 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 Team Steps Race 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 Team Steps Race and/or HPB fitness trackers to self-diagnose their illness. The Participant must never disregard medical advice or delay seeking such advice because of anything presented on Team Steps Race and/or HPB fitness trackers. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their participation in the Team Steps Race and/or use of HPB fitness trackers would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using Team Steps Race 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 Team Steps Race 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 Team Steps Race and/or HPB fitness trackers.

- 6.3. Participants must also practise safe distancing and adhere to other prevailing Safe Management Measures during the course of their participating in the Challenge.
- 6.4. 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.
- 6.5. 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 Team Steps Race and/or its associated activities or events held by HPB and/or any utilisation or reliance of any data from the HPB fitness trackers.
- 6.6. 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 Team Steps Race and these terms and conditions.

# 7. <u>General</u>

7.1. HPB does not guarantee that access to Team Steps Race 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 Team Steps Race or any other website or apps with which they are linked, or any products or services available on Team Steps Race. 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 Team Steps Race 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 Team Steps Race at their own risk.

- 7.2. HPB reserves the right to modify and/or terminate the reward scheme or withdraw the Team Steps Race at any time without any notice of liability to any party.
- 7.3. By participating in the Team Steps Race, in addition to these terms and conditions governing the Team Steps Race, 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 <u>stepschallenge.gov.sg</u>.
- 7.4. 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 Team Steps Race 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.
- 7.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this Team Steps Race 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 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 including without limitation the unauthorised use of profiles not belonging to the Participant, in which event, the Participant may be referred to the relevant law enforcement agencies for investigation; or
    - ii. Participant's participation status and any accumulation of rewards/prizes were earned fraudulently; and/or
  - f) the Participant has received any rewards and/or entitlement under the Team Steps Race pursuant to a glitch or technical error or malfunction of the system.
- 7.6. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.
- 7.7. Participants agree and consent to being contacted by HPB to obtain feedback about the Team Steps Race, the Healthy 365 app and/or fitness tracking devices used in the Team Steps Race.
- 7.8. HPB's decision on all matters relating to the Team Steps Race is final and binding on all Participants. HPB will not entertain any queries with regard to any Team Steps Race results, and will not be obliged to provide the reason(s) for its awarding decision to a Participant.

- 7.9. 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.
- 7.10. 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.
- 7.11. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to Team Steps Race, the Terms and Conditions shall prevail.
- 7.12. 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.