# **Terms & Conditions Governing**

# Eat, Drink, Shop Healthy Challenge 2024

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 Challenge 2024" ("**Challenge**"). In these T&Cs, the words "we", "our" and "us" refer to HPB. This Challenge is a public initiative by HPB aimed at motivating Singapore residents to form habits for a healthy lifestyle. As a voluntary program, this Challenge underscores HPB's commitment to fostering a healthier community through the adoption of healthy habits. The Challenge, facilitated by HPB, provides an environment that encourages individuals to take charge of their own wellness journey. HPB's role is to create awareness and offer resources, while the onus of actively managing and making decisions about personal health and well-being rests with the individual participants.

By agreeing to these T&Cs in the manner listed herein, 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 <u>EatDrinkShopHealthy.gov.sg</u>. Your continued use of the Challenge thereafter represents your agreement to any such amendments. For the avoidance of doubt, the amended T&Cs will prevail in the event of inconsistency.

The terms "Challenge" and "Eat, Drink, Shop, Healthy Challenge 2024" refer to the same challenge and are used interchangeably in these T&Cs.

### A. ABOUT THE EAT, DRINK, SHOP HEALTHY CHALLENGE 2024

- 1. The Eat, Drink, Shop, Healthy Challenge 2024 commences on 1 January 2024 and ends 31 December 2024 ("Challenge Period").
- 2. Eligible individuals must agree to the Eat, Drink, Shop Healthy Terms & Conditions before they can join in the Challenge. Individuals can agree to the Eat, Drink, Shop Healthy Terms & Conditions by either,

(i) agreeing to the Healthy 365 app terms and conditions upon which, they will have automatically agreed to these Eat, Drink, Shop Healthy Challenge Terms & Conditions and joined the Challenge, or

(ii) if they have previously withdrawn from the Eat, Drink Shop Healthy challenge, re-joining the Challenge by agreeing to the Eat, Drink, Shop Healthy Challenge Terms & Conditions located on the Programmes tab on the Healthy 365 app.

- 3. Upon joining the Challenge, eligible participants can start accumulating their stamps within their passport by one of the following methods below:
  - 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 supporting outlets listed under "Places To Sure Win" on EatDrinkShopHealthy.gov.sg ("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 Healthy 365 account with our supporting online partners' applications and eligible purchases of Qualifying Items from these supporting partners' applications will be

processed in the participants' Healthy 365 accounts automatically. The supporting online partners ("Supporting online partners") are listed on <u>EatDrinkShopHealthy.gov.sg</u>. This will be referred to as the "<u>Online Method</u>" in these T&Cs. To clarify, each account a participant has with our supporting online partners can only be linked to one Healthy 365 account.

- 4. "Qualifying Items" collectively refers to Qualifying Food, Qualifying Drink, Qualifying Dessert and Qualifying Grocery as set out in Clause G of these T&Cs.
- 5. 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 Events "Wheel of Sure Wins" on-ground events islandwide to stand a chance to win prizes. Refer to Clause I.

# **B. CHALLENGE ELIGIBILITY**

- 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 join 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 with a valid Singpass account.
  - 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. Eligible persons who are below 18 years of age are required to obtain parental consent before participating in this Challenge.
- 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 supporting brands for the Challenge.

- 3. HPB-related participants are:
  - i. 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 events, online or social media contests).
- 4. If you, as a 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 hpb mailbox@hpb.gov.sg.

# 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.

For purchase of Qualifying Items from participating stalls in hawker centres, please refer to Clause I7 for the exchange of coupons for QR Tickets.

- 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 supporting outlets issuing QR Tickets, QR Tickets will be issued for purchases made from cashier counters only and not applicable for orders placed via online websites, mobile apps and / or third-

party delivery platforms (inclusive of self-collection orders). Subject to the outlet's discretion, QR Tickets may be issued for orders placed via online websites, mobile apps and / or third-party delivery platforms. You are advised to check with the outlets before purchasing items via these channels.

### **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 once 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 from cashier counters and self-checkout counters excluding the following transactions:
  - FairPrice / Unity / Kopitiam transactions paid via the FairPrice Group app at the cashier counters, self-checkout counters, if your Healthy 365 app is linked to your FairPrice Group app. Please refer to clauses C16 and C17 on the crediting of digital stamps and Healthpoints for linked apps.
  - Transactions made at self-checkout machines where you have opted for no receipt and HPB QR code to be printed.
  - Orders made from self-ordering kiosks, Scan & Go and third-party delivery services inclusive of self-collection orders, subject to outlet's discretion.

You are advised to check with the outlets before purchasing items via such channels.

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**

- 12. For the Online Method of purchasing of Qualifying Items from supporting partners' mobile application or website, the digital stamps and Healthpoints will automatically be credited to the linked Healthy 365 account.
- 13. The crediting of digital stamps and Healthpoints for your online orders occur when the order has been processed by the online partner upon the successful delivery. Healthpoints will be reflected under Transaction History.
- 14. If push notification is enabled for the Healthy 365 app, participants will be notified via push notifications once the digital stamps and Healthpoints have been credited for the online partners' purchase.
- 15. The automated crediting of digital stamps and Healthpoints for linked partners will cease in the event if the Healthy 365 app is delinked from the partners' app.

# Linking to FairPrice Group app

- 16. By linking your Healthy 365 app to your FairPrice Group app, digital stamps and Healthpoints from the following transactions will be credited directly to your Healthy 365 account if payment is made via FairPrice Group app.
  - i. FairPrice, Unity and Kopitiam in-store transactions paid via FairPrice Group app, at cashier counters, self-checkout counters or via Scan & Go. It might take up to 2 days for digital stamps and Healthpoints to be credited to your account upon successful check-out in-store.
  - ii. FairPrice Online transactions made via mobile app or the website.
- 17. For FairPrice, Unity and Kopitiam transactions that are made in-store and paid via alternative means other than FairPrice Group app, digital stamps and Healthpoints will not be auto-credited. A QR Receipt will be generated for your purchase instead and digital stamps and Healthpoints will be credited upon scanning the QR code. This excludes Scan & Go transactions, where a QR Receipt will not be generated.

# 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 EatDrinkShopHealthy.gov.sg under the "More Ways To Win" tab.

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 app.

# 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.
- 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 your order is successfully delivered and processed.
- 3. As you progress through the Challenge and earn more digital stamps, you may land on a reward icon () which may entitle you to a reward in addition to the baseline Healthpoints.
- 4. The rewards you can stand to win includes prizes, e-vouchers, bonus Healthpoints or a health tip. The rewards will vary across different stamp positions.
- 5. To view the variety of rewards you can stand to win for each reward icon, 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.
- 6. 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.
- 7. 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	Weekly Cap on Digital Stamps that can be earned per category	
Qualifying Food	15	
Qualifying Drink	15	
Qualifying Grocery	20	

- 8. Once you have earned the maximum number of digital 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.
- 9. 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**

- 1. To redeem Healthpoints, Participants must adhere to the terms and conditions of the HPB Rewards Programme, available on <a href="https://www.healthhub.sg/programmes/healthhub-rewards">https://www.healthhub.sg/programmes/healthhub-rewards</a>.
- 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 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 and online partners. 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 and online partners. 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 of eVouchers is made only when you are physically in the presence of the supporting outlet's staff who is assisting with your redemption, with the exception of online promocode rewards. HPB and the supporting outlets 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

 A Qualifying Food refers to any food items sold in supporting restaurants, coffee shops, food courts, hawker centre stalls, cafes, food kiosks and quick service restaurants, or online supporting partners' websites or mobile applications that are labelled with any of the HPB's Healthier Dining Programme (HDP) visual identifiers. Please refer to the examples 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, quick service restaurants, or online supporting partners' websites or mobile applications.
  - a. Bottled water / tap water / sparkling or distilled bottled water.
  - b. Packaged / canned beverages with Heathier Choice Symbol (HCS)
  - c. Barley, Grass Jelly Drink, Chinese Tea, Japanese Tea, Korean Tea, Pure Flower, Pure leaf teas which are **without milk and sugar**.
  - d. Coffee or Tea: O Kosong, without milk and sugar
  - e. Espresso and Americano without milk and sugar
  - f. Freshly prepared soya bean drink / milk with **without sugar and syrup** (applicable only at supporting Hawker Centres and Coffee Shops).

Participating partners offering the drinks listed above will be labelled with at least one of the following HPB's Healthier Dining Programme (HDP) visual identifiers at the front of the stores.



a. Endorsed beverages that not featured in a to f above (e.g. Bubble tea, Ice lemon tea and etc) that are labelled with at least one of the following HPB's Healthier Dining Programme visual identifiers as shown below.



All Milo (including Milo Kosong, Milo C, or Milo Siu 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 restaurants, coffee shops, food courts, hawker centres, cafes, food kiosks and quick service restaurants, or online on supporting partners' websites or mobile applications 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**

- 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 "More Ways To Win" at <u>EatDrinkShopHealthy.gov.sg</u>.
- 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 and online partners 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 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.

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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, the participant 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.

# I. WHEEL OF SURE WINS ON-GROUND EVENTS

- On-ground events may be held by HPB at island wide locations during the Challenge Period. For the full list of event locations and schedule, please visit "More Ways To Win" at EatDrinkShopHealthy.gov.sg.
- 2. During the events, you are entitled to participate in Wheel of Sure Wins, 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 2024 on the day of event (which will be verified by the staff handling the event) shall entitle you to one (1) spin on the Wheel of Sure Wins.
- ii. you are allowed to combine your purchases from different supporting outlets; and
- iii. you have a maximum of three (3) spins on the Wheel of Sure Wins a day, regardless of event locations that occur on the same day.
- 3. The Wheel of Sure Wins 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 Wheel of Sure Wins event 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 Wheel of Sure Wins; or
- iv. The winner is abusive, or exhibits any abusive behaviour, to our staff on-ground or causes a nuisance at any of our events.
- 5. Prior to your participation in the Wheel of Sure Wins, the staff handling the event will verify the Healthpoints in your Healthy 365 app to ensure that you are eligible for a spin on the Wheel of Sure Wins. Upon verification, you will be required to scan a QR code for each spin on the Wheel of Sure Wins. If you have exceeded three (3) spins 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 the Healthy 365 app for each Wheel of Sure Wins prize that you have won.

- 7. For Wheel of Sure Wins events located within hawker centres:
  - a. Participating stalls can be identified as stalls featuring this decal.



b. For every healthier food or drink purchased from participating hawker stalls, you will be issued with a healthier Food or Drink coupon.



- c. The Food or Drink coupons are exchangeable for a corresponding Food or Drink QR Ticket which you can redeem from the Eat, Drink, Shop Healthy event booth located on site. Scanning the QR Ticket will grant you the corresponding digital stamps and Healthpoints for your qualifying purchases as listed in clause D2 for participation in the Wheel of Sure Wins event under Clause I2. A maximum of 4 Food and 4 Drink QR tickets can be redeemed per user per day.
- d. The usage and exchange of the coupons are subjected to the Terms and Conditions printed on the coupons.

# J. DATA OF PARTICIPANTS

- 1. By agreeing to participate in the Challenge and these T&Cs, Participants consent to the collection, use and disclosure of Personal Data by HPB, as stated in the T&Cs of the Healthy 365 app. In addition, Participants consent to the collection, use and disclosure of their Personal Data as provided in this clause 7. "Personal Data" means any data collected by HPB under this Challenge which can be used to identify an individual, such as a name, address or email address.
- 2. HPB may use the Personal Data:
  - i. For publicity, liaison, advertising or marketing purposes in connection with any HPB programmes/outreach/initiatives/activities,

- ii. To provide the Participants with the services and functions of the Challenge, including setting up the Participant's account, informing the Participant about service updates, and managing and providing rewards,
- iii. To identify and deliver messages that may be of interest to the Participant,
- iv. To develop and refine the Challenge or any other challenges administered by HPB, create, plan and carry out various health related programmes and activities such as those for the promotion of good
- v. health and healthy living among the people of Singapore, the offering of health education programmes and developing initiatives to help prevent or detect diseases,
- vi. To understand overall effectiveness of the Challenge and/or its impact on the health system in Singapore
- vii. To integrate and analyze the Personal Data with additional information or data obtained from national public sector initiatives, such as HealthierSG, and from third-party sources like healthcare providers for the purpose of reviewing and developing public health policies aimed at promoting good health and fostering healthy living among Singapore residents,
- viii. Assisting the Participant with enquiries and obtaining their feedback, and
- ix. To invite Participants for surveys or studies for research and analytics purposes which will facilitate HPB's formulation of health promotion programmes and policies.
- 3. HPB may share Personal Data with:
  - i. HPB's service providers or third-party contractors involved in this Challenge, so as to serve Participants in a most efficient and effective way,
  - ii. HPB's consultants or professional advisers including but not limited to accountants, lawyers and auditors,
  - iii. for the purpose(s) of clauses J2 (iv) to J2 (vii),
    - a. the Government of the Republic of Singapore as a whole including all its ministries, government departments and organs of state;
    - b. any statutory board established by or under written law to perform or discharge any public function under the supervisory charge of a government ministry or organ of state, or
    - c. any third party in partnership or collaboration with HPB in relation to the purpose(s) set out in those clause(s).
  - iv. Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or

- Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the Challenge, 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 T&Cs, violations of law or other misuse of the Challenge.
- 4. Participants are responsible for providing complete, accurate and up-to-date 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.
- 5. Personal data that are collected by HPB will be treated in accordance with our HPB Privacy Statement as set out in <a href="https://hpb.gov.sg/privacy-statement">https://hpb.gov.sg/privacy-statement</a> and Healthy 365 Privacy Statement as set out in <a href="https://https/https://https://https/https://https/https://https/https://https/https://https://https/htt

# K. REQUEST FOR QR REIMBURSEMENT OR CUSTOMER SERVICE SUPPORT

- 1. Participants may submit a reimbursement request via the Healthy 365 app under the "Contact Helpdesk" feature under Support.
- For other enquiries on the Eat, Drink, Shop Health Challenge, you can visit our website at EatDrinkShopHealthy.gov.sg or contact us at <u>hpb\_mailbox@hpb.gov.sg</u> or **1800 223 1313**. Airtime charges apply for mobile calls to 1800 service lines.

Our hotline operates 8am to 6pm Monday to Friday, excluding weekends and public holidays.

# L. ALL OTHER INDEMNITY, DISCLAIMERS AND LEGAL INFORMATION

- 1. HPB accepts no responsibility for digital stamps and 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.

For verified reimbursement requests, eligible digital stamps and Healthpoints will be credited directly to your Healthy 365 account and will count towards the weekly passport limit under Clause D2 based on the reimbursement date.

- 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 for scenarios where a QR Ticket or QR Receipt was issued)

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- 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 purchase scenarios where QR code cannot be scanned, or offline and online purchase scenarios when digital stamps and 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 joined 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 refundable or 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. This Challenge, a public initiative by HPB, is aimed at motivating Singapore residents to form habits for a healthy lifestyle. As a voluntary program, it underscores HPB's commitment to fostering a healthier community through the adoption of healthy habits. The Challenge provides an environment that encourages individuals to take charge of their own wellness journey, with HPB's role being to create awareness and offer resources. Participants are advised to consult a doctor before engaging, especially if they have medical concerns, as participation is at their own risk. It's important to recognize that the recommendations and activities of the Challenge may not be suitable for all participants. The health information provided is general and not a substitute for professional medical advice. Participants are responsible for their own health decisions and must not rely on the Challenge information for self-diagnosis or treatment. Participation does not establish a doctor-patient relationship with HPB, and

the participants agree to indemnify HPB against any claims arising from their participation. Ultimately, the onus of actively managing and making decisions about personal health and well-being rests with the individual participants.

- 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 utilizing 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 Publicity Purposes, without restriction and without the need to notify the prize winner in advance.
- 22. The winner 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 case of inconsistency, the following order of precedence applies:
  - a) these T&Cs,
  - b) Healthy 365 app terms.
  - Promotional materials do not form part of these T&Cs.
- 29. 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 "Places To Sure Win" at <u>EatDrinkShopHealthy.gov.sg</u>.

Brands with Qualifying Food
Food Canopy <sup>#</sup>
Greendot
Kopitiam
Mr Bean
Prata Wala
Qi Ji
Sakae Sushi
Simply Wrapps
WhyQ <sup>#</sup>
Wok Hey

Brands with Qualifying Drink(s) or Dessert (s)
Food Canopy <sup>#</sup>
Greendot
Kopitiam
Mr Bean
Prata Wala
Qi Ji
Sakae Sushi
Simply Wrapps

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

 $\ensuremath{\texttt{#Applicable}}$  for online purchases only, subject to terms and conditions.

^Applicable to both offline (in-store) and online purchases, subject to terms and conditions.