

# Health Promotion Board

## Terms of Use governing the use of the Healthy 365 mobile application.

Last Revision Date: 01 October 2024

### 1. Introduction

- 1.1 The Health Promotion Board (**HPB**) is a statutory body established under the Health Promotion Board Act 2001. HPB plays a primary role in Singapore's public health landscape by designing and executing a wide array of programmes and activities (each a "**Programme**" and collectively, the "**Programmes**") aimed at fostering good health and healthy living, providing health education, and facilitating the prevention and early detection of diseases among the Singapore populace. Central to HPB's initiative is the promotion of active lifestyles through public health Programmes. These are structured to motivate individuals to incorporate physical activity into their daily routines at any time and place. The Healthy 365 App (the "App"), engineered and owned by HPB, serves as a platform that empowers individuals to proactively manage their wellness and health journey by engaging in these Programmes. The App provides various features that are available for use independently of participation in any specific program (the "Features"). Through the App and the Programmes, HPB endeavours to heighten health awareness and dispense vital resources. It is, however, incumbent upon the individual participants to actively engage with and make informed choices concerning their personal health and wellbeing.
- 1.2 Please read the following terms and conditions carefully before using this App. These Terms of Use apply to the use of the App as well as any Features on the App, and any Programme. Unless the context otherwise requires, when we refer the App in these terms and conditions, it includes your use or access of any Features. By accessing or using the App and/or participating in a Programme, you 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 when posted on the App. Your continued use of the App and/or continued participation in a Programme thereafter represents your agreement to any such amendments. Information may be changed or updated without notice. HPB has no obligation to update information presented on the App, so information contained herein may be out of date at any given time. HPB may also make improvements and/or changes in the products and/or Programmes described in these Terms of Use, including releasing updated versions of the App, at any time without notice.
- 1.3 Under these Terms of Use, the terms:-
- (i) 'we,' 'us,' and 'our' refer to the HPB.

- (ii) 'You' and 'your' refer to you as a) the user of the App, b) where applicable, a participant in any Programme, or c) where applicable, your obligation as a Primary Account holder (as referred to in clause 2.3.1).

## **2. Healthy 365 Account**

2.1 In order to enjoy the features of the App and the Programmes, you will first need to create a Healthy 365 account via the App. Following successful creation of an account, you will be able to access information, use the App, and take various actions like participating in a Programme and access any rewards or incentives accumulated by you through the App and/or Programmes.

### **2.2 Creation of Account**

2.2.1 You can create a Healthy 365 account on the Healthy 365 app if you are at least 15 years old and have Singpass, the digital identity for Singapore citizens and residents that provides easy and secure access to government services. Please refer to the Singpass site <https://www.singpass.gov.sg/home/ui/login> on how to register for a Singpass account.

2.2.2 As part of account creation, you are to complete the "Get Active Questionnaire" (GAQ) to declare your health status. You are fully responsible for the declaration of your health status before proceeding to participate in the programmes and activities on Healthy 365 app. It is important to keep your health declaration updated. If you are under the age of 18, you must:  
(i) obtain your parent or legal guardian's consent before creating an account on the App; and  
(ii) have your parent or legal guardian complete the health declaration on your behalf.

2.2.3 You are to note that you will not be allowed to create an account for use of the App if you have an active Healthy 365 Lite Account, the streamlined version of the App which provides a person with offline access to limited Programmes. You will not be able to log in to access the App with the Healthy 365 Lite Account. However, you can convert your Healthy 365 Lite Account to an App Account if you comply with the requirements set out in Clause 2.2. You can switch between Healthy 365 Lite and Healthy 365 App accounts a maximum of 4 times in a calendar year.

### **2.3 Child Profile(s)**

2.3.1 The Primary Account holder, being a parent or legal guardian, is entitled to add a profile for their child or children ("Child Profile") under the age of 15 years to the Primary Account holder's Healthy 365 account through the use of the Primary Account holder's Singpass. The Child Profile added by the Primary Account holder will not result in the creation of a separate Healthy 365 account for the child, and the child's access to the Healthy 365 services shall be managed solely through the Primary Account holder's Healthy 365 account.

2.3.2 The Primary Account holder assumes full responsibility for monitoring and controlling the child's use of the Healthy 365 services and for any activities conducted through the Child Profile. The Primary Account holder must ensure that the information and Programmes accessed through the Primary Account holder are appropriate for the child. Additionally, it is the responsibility of the Primary Account holder to ensure that their child is physically fit and healthy to participate in the Programmes. In the event of any breach of the Terms of Use by the child, the Primary Account holder agrees that HPB may pursue legal recourse against the Primary Account holder.

2.3.3 The Child Profile shall be suspended when the child is 15 years old. Thereafter, the child will need to register for their own account in accordance with clause 2.2 above.

2.4 By using and/or accessing the App, including registering for an Account, you represent and warrant that all information provided by you is true, accurate, current and complete to the best of your knowledge and belief.

2.5 Upon successful creation of your Account, you:

- (i) agree to keep your account credential confidential and shall not allow other person to use your Account,
- (ii) shall update your Account as and when there are any changes to your details, and
- (iii) shall notify us immediately if you have any reason to believe that the security of your Account has been compromised.

2.6 You are solely responsible for any and all activities which occur under your Account and, where applicable, under any Child Profile. The use of "you" in these Terms of Use also refers to you, as your responsibility as a Primary Account holder.

### **3. Programme Overview**

#### **3.1. Participating in a Programme**

3.1.1 From time to time, HPB will organise Programmes. Details of each Programme can be found on the App as it becomes available for registration/ participation. HPB may provide recommendations for you to participate in a Programme based on the details of your GAQ and other information HPB has regarding your health status. It is incumbent on you and important for you, as a participant to ensure that the details of your GAQ are kept updated as to your latest health status. Additionally, you are responsible for self-assessing your physical and health status before participating in any Programme.

3.1.2 You can select a Programme to participate in after logging into your Account. You are to note that eligibility requirements of each Programme may differ and you are advised to

refer to the respective terms and conditions supplementing the Programme (“Programme Terms”) to ascertain if you are eligible to participate in a Programme.

3.1.3 You are automatically enrolled in some Programmes when you complete registration for an Account (“auto-enrolled Programmes”). Details of these auto-enrolled Programmes can be found on the App. Should you withdraw your participation from these auto-enrolled Programmes, you may do so by writing in to [HPB\\_mailbox@hpb.gov.sg](mailto:HPB_mailbox@hpb.gov.sg). HPB shall process your request for withdrawal and let you know the effective date of withdrawal.

## 3.2 Participation in a Programme

3.2.1 Each Programme shall be governed by these Terms of Use and may be subject to Programme Terms and its specific mechanics. By participating in a Programme, you agree to comply with the Terms of Use contained herein and where applicable, the respective Programme Terms.

3.2.2 In participating in a Programme, you shall:-

- (i) take care of the premises and equipment (if any) of the Programme and not cause damage to the same, and
- (ii) conduct yourself appropriately and refrain from behaviour, acts and conduct that can be deemed:-
  - a. To undermine the objective of the Programme,
  - b. To manipulate the Programme mechanics,
  - c. To be fraudulent and/or dishonest in nature,
  - d. Difficult and uncooperative,
  - e. Unreasonable, and
  - f. Detrimental to the enjoyment, interests, well-being and safety of other participants.

3.2.3 You may be denied participation in a Programme (future or current) or removed from participating in a Programme if, in the opinion of HPB and/or any party administering a programme on behalf of or in partnership with HPB, you have failed to comply with these Terms of Use or the Programme Terms.

### 3.2.4 Issuance of Fitness Trackers

- (i) Eligibility: You may be eligible to receive a free fitness or health tracker, defined as a device that monitors and records various fitness and health-related metrics such as steps taken, heart rate, and sleep patterns (“Fitness Tracker”), for use with any Health Feature and/or Programme. To qualify to receive a free Fitness Tracker, you must be (i) a Singapore citizen or permanent resident, and (ii) have an Account.

- (ii) Terms of Issuance: You must also meet the following terms and any other terms as may be set out in the Programme Terms:-
  - a. you may receive one (1) Fitness Tracker from HPB on a first come, first served while stocks last basis;
  - b. Once you are in receipt of a Fitness Tracker,
    - (1) you are not allowed to transfer or otherwise assign your rights in the Fitness Tracker to another person,
    - (2) you must sync the Fitness Tracker to your account on the App,
    - (3) you must use the Fitness Tracker in relation to your access and/or participation in any Health Feature or Programme, and
    - (4) you agree to the collection of data from the Fitness Tracker in addition to any data or information collected from you as further set out in HPB's Privacy Statement.
- (iii) Fitness Tracker Exchange conditions
  - a. Faulty Fitness Trackers may be exchanged on a one-for-one basis at HPB's appointed centres within the stipulated warranty period. Please check <https://go.gov.sg/h365-needhelp> for details of the warranty and the warranty period.
  - b. A one-for-one exchange is only available for manufacturer's defects in the workmanship and materials used in the Fitness Tracker and the exchange will be subject to assessment. Exchanges will not be allowed for general wear and tear, excessive use, misuse or damage resulting from failure to use the Fitness Tracker according to the product instructions/manual which shall be issued to you when you receive the Fitness Tracker. This includes, but is not limited to, decreased battery life due to inappropriate charging, scratches, broken straps, screen cracks, water seepage and breakage.
  - c. Accessories to the Fitness Tracker, including but not limited to the charging cable (if any), detachable strap and strap pins, are not covered under the warranty for a one-to-one exchange.
- (iv) Disclaimer: The Fitness Trackers are intended to be a close estimation of your activities and metrics tracked and the data shown on or through the Fitness Trackers may not be accurate. In addition to any disclaimers contained herein, you agree that the Fitness Trackers are not medical devices and the data provided is not intended to be used or relied upon for medical purposes.
- (v) General: HPB's decision on the allocation of Fitness Trackers to any persons is final. Nothing in these Terms of Use makes it compulsory for HPB to issue a Fitness Tracker to you or any other person. Requests for exchange of different models of Fitness Trackers or requests to collect more than one Fitness Tracker per participant will not be entertained.

### 3.3 Third Party Programmes

- 3.3.1 **Third-Party Programme Hosting:** The App acts also as a platform for hosting programs by entities or individuals other than HPB ("Third-Party Programmes") ("Third-Party Providers"). You acknowledge that these Third-Party Programmes are not owned, controlled, or operated by HPB, and we make no representations or warranties about the content, functionality, legality, or any other aspect of such Third-Party Programmes.
- 3.3.2 **No Endorsement:** The inclusion of Third-Party Programmes within the App does not constitute an endorsement or recommendation by HPB. All Third-Party Programmes are provided merely as a convenience to you, and the presence of such programmes on the App does not imply a partnership, joint venture, or any other relationship between HPB and the Third-Party Providers.
- 3.3.3 **No Application of these Terms of Use.** These Terms of Use shall not apply to any Third-Party Programmes. You agree to directly consult and comply with the respective terms, conditions, policies, and guidelines of the Third-Party Providers when accessing and using Third-Party Programmes.
- 3.3.4 **Your Responsibility:** Your access and use Third-Party Programs at your own risk. HPB is not responsible for examining or evaluating the content or accuracy of any Third-Party Programmes, and shall not be liable for any actions, products, services, or content provided by such Third-Party Providers.
- 3.3.5 **Disclaimer**
- (i) **Limitation of Liability for Third Party Programmes:** HPB disclaims all responsibility and liability for any harm resulting from the use of Third-Party Programmes, including, but not limited to, any errors or omissions, offensive content, loss of data, loss of profits, or service interruptions caused by the reliance on or use of Third-Party Programmes. It is your sole responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through Third-Party Programmes.
  - (ii) **Indemnification:** You agree to indemnify, defend, and hold harmless HPB and its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with access to or use of Third-Party Programmes.
  - (iii) **Acknowledgement:** By using the App, you acknowledge and accept that HPB is not liable for any direct, indirect, incidental, punitive, special, or consequential damages of any kind pertaining to the Third-Party Programmes.

## 4. Rewards

- 4.1 You may be awarded Healthpoints and/or other forms of rewards by completing the various activities or milestones listed in any Health Feature or Programme (“Rewards”) which may be used to redeem rewards such as HPB eVouchers, HPB Credit\$, Catalogue eVoucher and SimplyGo eVoucher (“Vouchers”). You acknowledge that there may be delays in the issuance of Rewards and Vouchers to you due to unforeseen circumstances such as technical issues or such other issues beyond our control. Rewards in the form of Vouchers is subject to these Terms of Use, the Programme Terms, and any other terms and conditions as may be stipulated by the respective Merchants (as defined hereafter), outlets or third party operators, service providers engaged by HPB to provide for the redemption of Vouchers featured under a Programme (the “Merchants”). The list of Vouchers, Merchants and their locations where applicable will be published in the Rewards Catalogue located on the App. We reserve the right to revise and/or amend the list, and the terms and conditions governing your redemption of the Vouchers from time to time without prior notice to you. All Rewards and Vouchers must be redeemed and utilized within their respective expiry date which will be displayed on the App.
- 4.2 Redemption and utilisation of Vouchers are subject to these Terms of Use, the relevant Programme Terms and where applicable the terms and conditions related to the redemption and/or utilisation of the Vouchers which can be found on the App (the “Voucher Terms”). In addition to the foregoing, Voucher redemption is subject to the following:
- (i) All Vouchers are issued in Singapore currency.
  - (ii) Unless otherwise specified in the Voucher Terms, each Voucher is only valid for a single transaction. Any amount remaining in the Voucher after a transaction has been completed shall be forfeited.
  - (iii) Where specified in the Voucher Terms, multiple Voucher may be used in a single transaction.
  - (iv) In the event that the value of the Voucher used in a single transaction does not cover the full cost of the goods or services, you are solely responsible for paying the excess balance.
  - (v) Vouchers cannot be exchanged wholly or partly for cash, coins, points and/or any other rewards, and are non-transferrable.
  - (vi) Voucher must be presented to the relevant Merchant before the expiry date as indicated on the Voucher.
  - (vii) Vouchers cannot be replaced if expired, voided and/or invalidated.
  - (viii) Any expired Vouchers shall be automatically forfeited/cancelled and become null and void; and any request for an extension, exchange, replacement or refund shall not be entertained.
  - (ix) Any Vouchers once redeemed is not refundable, nor exchangeable for cash, points, coins, or for any other reward.

(x) Any redemption of Rewards to Vouchers is subjected to the exchange rate as agreed between HPB and the Merchants. The calculation of the exchange rate is rounded down to the nearest 2 decimal place.

4.3 Any misuse, tampering or forgery of Vouchers may constitute a criminal offence and HPB may refer any suspected case or case of misuse, tampering or forgery (or other suspicious activity) to the relevant law enforcement agencies for investigation (where necessary). Vouchers shall not be used for purchase of other retailer vouchers, gift vouchers, lottery, cigarettes, alcoholic items and pre-paid cards (excluding data plans).

4.4 HPB is not liable or responsible whatsoever for the acts or default of any Merchant (including the failure of a Merchant to honour any redemption of Rewards and/or Vouchers or in respect of any defect or deficiency in the goods or services provided by the Merchants).

4.5 HPB reserves the right to, at any time, without prior written notice to you, revise downwards or upwards the Rewards awarded to you in respect of each Programme or Vouchers as a result of manipulation of the system, system glitches, malfunction, failure or disruption, human error, dishonest or fraudulent means, or operational mistakes to reflect the correct number of Rewards or Vouchers in your Account. Any decision made by HPB under this Clause 4.5 shall be final and binding.

4.6 Any Rewards, once redeemed or expired, is not refundable, nor exchangeable for cash or any other Rewards or Vouchers.

4.7 Notwithstanding any provision to the contrary in these Terms of Use, the total cumulative value of Rewards you are awarded under each category of Programmes shall not exceed the value or maximum indicated. Please refer to the Frequently Asked Questions (FAQ) <https://www.healthhub.sg/programmes/healthhub-rewards> for the categorisation of Programmes and the corresponding limits imposed. It is your responsibility to regularly check the FAQ page for updates in this regard, and any continued use of the App or participation in a Programme following the revision to the categorisations or limits placed for the accumulation of Rewards is deemed acceptance of such revisions. Once you have reached the relevant limit for the corresponding category of Programmes, you shall not be awarded with further Rewards from that relevant category for the applicable calendar year.

4.8 All Rewards you have are personal and non-transferable.

4.9 In the event that your account is suspended or withdrawn, due to death or change of your residency status, any unredeemed Rewards you have shall automatically be forfeited and such forfeited rewards cannot be transferred or assigned to any other person.

## 5. **Privacy Statement**

These Terms of Use must be read in conjunction with the Healthy 365 Privacy Statement <https://go.gov.sg/h365-privacystatement>. Data that you provide to the HPB via the App or any



Programme will be treated in accordance with the Healthy 365 Privacy Statement. In using the App or participating in any Programme, you acknowledge and agree to the Healthy 365 Privacy Statement.

## **6. Liability**

- 6.1 This App, any Programme and all information contained in it are provided on an “AS IS” and “as available” basis, without any express or implied warranties of any kind, including but not limited to, warranties about the accuracy, completeness, currentness, merchantability, non-infringement or suitability for any purpose of the information in this Website and/or App, and without any support or any other services by HPB. The data set out herein and on the App and in any Programme is for informational purposes only, and no warranty is made that the information is error free. To the extent permitted under law, HPB excludes all conditions, warranties, representations or other terms which may apply to the App and any Programme, whether express or implied.
- 6.2 HPB does not guarantee that access to the App or any Programme shall be uninterrupted or error free. To the fullest extent permitted by applicable laws, HPB on behalf of its directors, officers, employees, agents, suppliers, licensors and service providers, 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 the App, any Programme or any other website or apps with which they are linked, or any products or services available on the App. You assume 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 App are or shall be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. You shall access and download information from the App at your own risk.
- 6.3 The App and any Programme is provided to you as HPB’s public service aimed at fostering healthy habits among the residents of Singapore. As such, the health information and other information on the App or any Programme are not specific to any person, and 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 any Programme is not intended as a substitute for seeing your doctor or other professional advisor. Always consult your doctor if you have any specific health care needs. Your doctor can provide the necessary medical diagnosis and treatment. Do not rely on the information on the App or in any Programme to self-diagnose your illness. You must never disregard medical advice or delay seeking such advice because of anything you read on or through the App or any Programme. You are advised to consult with a doctor or other qualified healthcare professional to

determine whether your use of the App, participation in any Programme or any facilities under the App would be safe and/or effective for you. You are expressly prohibited from accessing or using the App or any Programme against medical advice or if doing so might pose any health risk. In this context, you acknowledge that you take full responsibility for your health, life and well-being, as well as the health, lives and well-being of your family and children (born and unborn, as applicable), and all decisions now or in the future. Your use of the App or participation in any Programme does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between you and HPB. HPB shall not be responsible, under any theory of liability or indemnity, for your use of or reliance on the App or any Programme and the information contained therein. It is important that you make an informed choice concerning your personal health and wellbeing when you decide to rely or utilise any feature, Feature, the App or any Programme.

- 6.4 HPB shall not be responsible for any claims, losses, liabilities, damages, costs or expenses (whether in contract or tort), breach of statutory duty, loss of revenue, loss of profits or otherwise, direct or indirect, even if foreseeable arising from or in connection with your use of the App or participation in any Programme, including, without limitation, any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual 8.2.

## **7. General**

- 7.1 HPB expressly reserves the right, at its sole and absolute discretion, to modify, amend, or terminate any Programme, including but not limited to the Programme mechanics, venue of the Programme, reward schemes, and associated terms and conditions, at any time without prior notice to you. You acknowledge and agree that it is your responsibility to review the Programme's frequently asked questions ("FAQ") or the official Programme website regularly for any updates or changes to the Programme terms. By continuing to participate in the Programme following any modifications or amendments to the terms and conditions, you are deemed to have read, understood, and unconditionally agreed to be bound by such updated terms and conditions. Failure to comply with the updated terms and conditions may result in disqualification from the Programme and forfeiture of any rewards or benefits obtained.

- 7.2 You shall not use any of our logos or any of the following names or slogans:

- (i) 'HPB', 'Health Promotion Board', '保健促进局',
- (ii) hyperlink to any part of the App or any Programme without written permission from HPB;
- (iii) reproduce or distribute the content in the App and any Programme (including text, graphics, video, music or sound) to other persons;
- (iv) copy any content in the App or any Programme onto another server; or e. make any commercial use of the App or any Programme, without the prior written permission of HPB.

7.3 You may not upload, post, email or otherwise use the App or any Programme in any manner which is unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, objectionable or profane material, or any other content that could give rise to any civil or criminal liability under the law.

7.4 Without prejudice to any other provision in these Terms of Use or the Program Terms, 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 you howsoever caused or arising from your use and/or participation in a Programme, 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 Rights

7.5.1 HPB reserves the right to suspend or withdraw your use of the App and/or participation in any Programme, and withdraw or claw back any Rewards provided under any Programme from you if:

- (i) HPB, in its sole discretion, decides that your participation is not valid;
- (ii) You do not agree to abide by and be bound by and breach these Terms of Use and/or the terms and conditions of the Programme
- (iii) You are abusive to any party administrating a programme on behalf of or in partnership with HPB at any point of contact;
- (iv) You failed to provide true, correct and accurate information at any point of contact;
- (v) HPB discovers or has reasonable grounds to suspect that
  - a. you have attempted to undermine or have undermined the operation of the App and/or any Programme by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the App and/or any Programme including without limitation, the unauthorised use of profiles not belonging to you, in which event, you may be referred to the relevant law enforcement agencies for investigation ;
  - b. you have manipulated the mechanics of any activity of Programme. In these Terms of Use, "manipulation" refers to any act, attempt or intentional engagement in practices that subvert, exploit, take advantage of any loophole relating to any Programme or activity under the App, or otherwise manipulate the intended functionality, policies, procedures of any part of the App;
  - c. your participation status and any earning of any Rewards under any Programme was fraudulent in nature; and/or
  - d. you have received any Rewards under any Programme pursuant to a glitch or technical error or malfunction of the Programme system and/or mechanics.

7.5.2 In addition to any other rights HPB has under these Terms of Use or any Programme Terms, you acknowledge that HPB shall have the right, at our sole and absolute discretion, without any prior notice to you to:

- (i) access your Account and its contents as and when we consider necessary for specific purposes, including but not limited to, identifying or resolving technical problems or issues with your Account; or
- (ii) block your access to your whole Account and/or place your Account in a suspended state if we suspect that there is a compromise in the security of your Account.

7.5.3 If your Account is suspended or terminated, you may not register for another account or participate in any Programme unless otherwise determined by HPB in its sole discretion.

7.6 “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 any Programme (“HPB Vendors”)
- (iii) employees of subcontractors of HPB Vendors who are directly involved in a Programme, and/or
- (iv) all employees of HPB’s partners for a Programme.

7.7 HPB-related participants are entitled to earn Rewards by completing requirements under the related Programme as set out in its Programme Terms but not entitled to win Prizes, where “Prizes” means rewards involving an element of chance or luck (e.g. lucky draws, on-ground activations, online or social media contests).

7.8 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, 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](mailto:hpb_mailbox@hpb.gov.sg).

7.9 HPB’s decision on all matters relating to the App and/or any Programme is final and binding on all Participants. HPB will not entertain any queries regarding any Programme results and will not be obliged to provide the reason(s) for its awarding decision to a participant.

7.10 The Terms of Use and the Programme Terms 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 same.

7.11 If any term or provision of the Terms of Use or Programme Terms is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from these Terms of Use

and/or Programme Terms. The validity or enforceability of the remainder of the Terms of Use and/or Program Terms shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms of Use and/or Programme Terms 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 of Use and/or Programme Terms.

7.12 These Terms of Use, Programme Terms and the relationship between you and HPB shall be governed by, and interpreted in accordance with, the laws of Singapore. You irrevocably agree to bring any legal action or proceedings arising out of or in connection with these Terms of Use, Programme Terms or this App exclusively in the courts of Singapore. This stipulation does not prevent HPB from seeking to enforce any judgment in any other jurisdiction. Before initiating any legal action, you are required to engage in a formal dispute resolution process with HPB aimed at resolving disputes amicably:

- (i) Notification: You must first notify HPB in writing of any issues or disputes arising from or related to the Terms of Use, Programme Terms or Programme, specifying the nature of the issue or dispute.
- (ii) Discussion Period: Following notification, a 30-day discussion period ensues, during which both parties shall engage in negotiations to attempt to resolve the dispute without litigation. This period may be extended by mutual agreement.
- (iii) Mediation: If the dispute is not resolved within the discussion period, the parties agree to participate in mediation administered by the Singapore Mediation Centre, under its then-current mediation procedures.
- (iv) Final Resolution: If mediation fails to resolve the dispute, you may then proceed to take legal action in the courts of Singapore.

Failing to adhere to this dispute resolution procedure constitutes a breach of these Terms Of Use and may affect your right to seek legal remedies.

7.13 The following shall be the order of precedence between the terms and conditions and in the event of any inconsistency and/or conflict, such inconsistency/conflict shall be resolved in the order provided below:-

- (i) the Programme Terms
- (ii) these Terms of Use.

In the event that there are any brochures and/or campaign document(s) relating to the App and/or any Programme, you are to note that the content of any brochures or campaign document(s) or publicity on the Terms of Use and/or Programme Terms does not form part of these Terms of Use or Programme Terms.