

NATIONAL STEPS CHALLENGE[™] SEASON 6 SLEEP CHALLENGE TERMS AND CONDITIONS

1. Challenge Overview

- 1.1. Sleep Challenge (“**Sleep Challenge**”) is an initiative by the Health Promotion Board (“**HPB**”) to encourage individuals to get sufficient sleep for better health and mental wellbeing. This Sleep Challenge is an extension of the National Steps Challenge[™] Season 6. If a participant participates in this Sleep Challenge, they are automatically included in the National Steps Challenge[™] Season 6.
- 1.2. Please read the following Terms & Conditions carefully before signing up for the Sleep Challenge. These Terms & Conditions apply to the Sleep Challenge. Be accessing or participating in the Sleep Challenge, you (a “**Participant**”) agree to be bound by these Terms & Conditions as they may be modified and/or amended from time to time. HPB reserves the right to change these Terms & Conditions at any time at its sole discretion. Amendments shall take effect immediately on the Sleep Challenge. Your continued participation in the Sleep Challenge thereafter represents your agreement to any such amendment.
- 1.3. Sleep Challenge is currently only open to returning participants of the National Steps Challenge[™] who have completed all 6 tiers under the “Steps Rewards” category (“Steps Completers”) in previous seasons before National Steps Challenge[™] Season 6, as well as selected employees from participating public agencies. Note that participants who have completed the steps and/or MVPA reward tiers under the National Steps Challenge[™]: Bonus Round and/or Season 6 are not eligible to participate in this Sleep Challenge.
- 1.4. Eligible individuals can sign up by downloading the latest version of the Healthy 365 app on a compatible mobile phone, restoring their profiles, and signing up for the Sleep Challenge on the “Challenges” tab via the Healthy 365 app.
- 1.5. Participants who have successfully signed up for the Sleep Challenge must collect the HPB fitness trackers issued under the National Steps Challenge[™] Season 6 (“Season 6 HPB fitness trackers”) to participate in the Sleep Challenge. Collection for Season 6 HPB fitness trackers will commence on 11 October 2021 onwards, while stocks last. Participants are required to make an appointment on the Healthy 365 app prior to collecting their Season 6 HPB fitness trackers.
- 1.6. Participants can start to clock sleep duration in accordance with the Sleep Challenge mechanics upon the start of the Sleep Challenge once their Season 6 HPB fitness trackers are set up.
- 1.7. Sleep duration tracking for the Sleep Challenge is supported only with the Season 6 HPB fitness trackers and by syncing it to the Healthy 365 app.
- 1.8. Participation in the Sleep Challenge is free.

2. Official Challenge Period

- 2.1. Registration for the Sleep Challenge will start on **6 September 2021, 1200 hours** and end on **31 March 2022, 2359 hours**.
- 2.2. Sleep Challenge will officially start on **1 November 2021, 1200 hours** and end on **1 April 2022, 1159 hours** (“Official Challenge Period”).
- 2.3. Participants who have collected the Season 6 HPB fitness trackers can clock and sync their sleep duration with the Healthy 365 app during the Official Challenge Period to be eligible for rewards.
- 2.4. HPB reserves the right to make changes to the Official Challenge Period as well as the start date and time of the Sleep Challenge, without prior notice to Participants.

3. Participation Eligibility

- 3.1. Sleep Challenge is open to all individuals who meet the following eligibility criteria:
 - a) Singaporean or Permanent Resident of Singapore with a valid NRIC, or a foreigner with a valid FIN;
 - b) 17 years or older (based on birth year) at the point of registration. Eligible persons who are 17 years of age must obtain parental consent before participating in this Challenge. Note that the sleep duration of 7 hours per day is determined by international recommendations for those aged 18 and above. As the Sleep Challenge is an extension of the National Steps Challenge™ Season 6, it will follow the same age limits by allowing eligible persons aged 17 years old and above to join the Sleep Challenge and be rewarded with Healthpoints based on 7 hours of sleep duration clocked each day during the Official Challenge Period;
 - c) Returning participant of the National Steps Challenge™ who have completed all 6 tiers under the “Steps Rewards” category in previous seasons, or selected employee from participating public agencies;
 - i. Note that participants who have completed the steps and/or MVPA reward tiers under the National Steps Challenge™: Bonus Round and/or Season 6 are not eligible.
 - d) Registered for the National Steps Challenge™ Season 6.
- 3.2. Participants who subsequently sign up for the LumiHealth will be automatically withdrawn from the Sleep Challenge. Any rewards that were unlocked prior to joining LumiHealth will still be available for redemption but earning of additional rewards from the Sleep Challenge after joining LumiHealth will not be allowed.
- 3.3. Eligible persons who are currently signed up for LumiHealth and will like to sign up for the Sleep Challenge subsequently will need to withdraw from LumiHealth first.

4. Fitness Tracker Collection Eligibility and Conditions

- 4.1. Sleep duration tracking for the Sleep Challenge is supported only with the Season 6 HPB fitness tracker and by syncing it with the Healthy 365 app. Participants of the Sleep Challenge are eligible for collection of the Season 6 HPB fitness tracker starting from 11 October 2021 onwards, while stocks last. Note that no other trackers besides the Season 6 HPB fitness trackers can be used for tracking of sleep duration in the Sleep Challenge at the moment.
- 4.2. HPB reserves the right to cease distribution of the Season 6 HPB fitness trackers, when stocks run out, or at its discretion without prior notice to Participants.
- 4.3. HPB's decision on the allocation of Season 6 HPB fitness trackers to Participants is final. Requests for exchange of different models of fitness trackers or any requests to collect more than one (1) Season 6 HPB fitness trackers for any one eligible individual will not be entertained.
- 4.4. Once issued, the Season 6 HPB fitness trackers are non-transferrable and non-assignable.

5. Fitness Tracker Exchange Conditions

- 5.1. Faulty Season 6 HPB fitness trackers issued during the Sleep Challenge, namely Axtro Fit 3 and Tempo 4C, can be exchanged on a one-for-one basis at authorised service providers' outlets and HPB's Customer Care Centres within stipulated warranty period.
- 5.2. For the avoidance of doubt, a one-for-one exchange may only be effected for any manufacturer's defects in the workmanship and material used in respect of the Season 6 HPB fitness trackers. An exchange shall not be allowed in instances of general wear and tear, excessive use or misuse and/or any damage resulting from the failure to use the Season 6 HPB fitness trackers in accordance with the product instructions/manual. Examples of instances where exchanges will not be allowed include but are not limited to decreased battery life due to inappropriate charging, scratches, broken straps, screen cracks, water seepage and breakage. For the avoidance of doubt, 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 the one-to-one exchange.

6. Rewards

- 6.1. Participants may earn 25 Healthpoints for clocking at least 7 hours of sleep each day during the Official Challenge Period. Each day is counted from 12 noon to 11.59am the following day. Only sleep duration of at least 2 hours between 12 noon to 11.59am the following day will be recorded. Note that Participants who sleep cross 12 noon each day will have their sleep duration cut off at 11.59am. Only sleep duration of at least 2 hours before 11.59am and after 12 noon will be counted towards the previous and following day's total sleep durations respectively.
- 6.2. Participants may earn double the Healthpoints (50 Healthpoints) during weekdays of certain weeks ("**Bonus Weeks**") during the Official Challenge Period for clocking total sleep duration of at least 7 hours each day. Participants will be notified of Bonus Weeks via in-app notification on the Healthy 365 app, or by tapping on "Challenge Progress" found under "Home" on the Healthy 365 app.
- 6.3. Healthpoints earned for clocking at least 7 hours of sleep each day during the Official Challenge Period will be directly credited to Participants' e-wallets on the Healthy 365 app the following day, after 12 noon.

- 6.4. The earning of Healthpoints will end on 1 April 2022, 1159 hours. To be eligible for Healthpoints earned before or up until 1 April 2022, 1159 hours, Participants have to sync their data with the Healthy 365 app not more than 7 days after the end of the Challenge.
- 6.5. Redemption of Healthpoints must be done via the HPB Loyalty Programme. To redeem Healthpoints in the Healthy 365 app, Participants must agree to the Terms & Conditions of the HPB Loyalty Programme found in this link:
- <https://www.healthhub.sg/programmes/182/healthhub-rewards>
- 6.6. HPB reserves the right to modify and/or terminate the Sleep Challenge rewards at any time at its sole discretion without any further notice to the Participants.
- 6.7. Healthpoints earned under the Sleep Challenge are not transferrable under any circumstances. Should Participants' accounts no longer be valid (i.e. deceased), participation in the Sleep Challenge will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.
- 6.8. HPB may allow additional rewards or Healthpoints to be won by Participants via the Healthy 365 app outside of the Sleep Challenge through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.
- 6.9. Under the Sleep Challenge, HPB may collaborate with partners to organise thematic or ad-hoc challenges with separate terms and conditions. HPB may allow additional rewards to be won by Participants, in accordance with the thematic or ad-hoc challenges' terms and conditions.

7. Data Protection

- 7.1. By signing up for this Sleep Challenge, 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 7. "Personal Data" means any data collected by HPB under this Sleep Challenge which can be used to identify an individual, such as a name, address or email address. HPB will also collect Personal Data from a Participant through the Season 6 HPB fitness tracker such as wellness and fitness information including various activities undertaken by a Participant.
- 7.2. 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 Sleep Challenge, including setting up the Participant's account, 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 Sleep Challenge,
 - e) To understand overall effectiveness of Sleep Challenge and/or its impact on the health system in Singapore, and
 - f) Assisting the Participant with enquiries and obtaining their feedback.

7.3. HPB may share Personal Data with:-

- a) HPB's service providers or third-party contractors involved in this Sleep Challenge, 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 Sleep 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 Terms and Conditions, violations of law or other misuse of the Sleep Challenge or HPB fitness trackers.

7.4. 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.

8. Health Advisory

8.1. Participants who are concerned about participation in this Sleep Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this Sleep Challenge. Participants should not participate in the Sleep Challenge activities or events if they are not feeling well.

8.2. The health information and other information on the Sleep Challenge and/or Season 6 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 Sleep Challenge and/or Season 6 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 Sleep Challenge and/or Season 6 HPB fitness trackers to self-diagnose their illness. The Participant should never disregard medical advice or delay seeking such advice because of anything presented on Sleep Challenge and/or Season 6 HPB fitness trackers. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their use of Sleep Challenge and/or Season 6 HPB fitness trackers would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using Sleep Challenge and/or Season 6 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 Sleep Challenge and/or Season 6 HPB fitness trackers does not constitute or create a doctor-patient, 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 Sleep Challenge and/or Season 6 HPB fitness trackers.

- 8.3. The Season 6 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 device are intended to be a close estimation of Participants' activities and metrics trackers but may not be precisely accurate. Season 6 HPB fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical and/or diagnostic purposes.
- 8.4. Participants shall indemnify and hold HPB, its officers, employees and/or agents harmless from and against all claims of any nature made by any person arising out of or in connection with this Sleep Challenge and these terms and conditions.

9. General

- 9.1. HPB does not guarantee that access to Sleep Challenge 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 Sleep Challenge or any other website or apps with which they are linked, or any products or services available on Sleep Challenge. 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 Sleep Challenge 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 Sleep Challenge at their own risk.
- 9.2. HPB further reserves the right to modify and/or terminate the reward scheme of the Sleep Challenge at any time at its sole discretion without any further notice to participants.
- 9.3. By participating in the Sleep Challenge, in addition to these terms and conditions governing the Sleep Challenge, 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 stepschallenge.gov.sg.
- 9.4. 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 Sleep Challenge 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.
- 9.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this Sleep Challenge 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 & Conditions of the Sleep Challenge 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 engaged or attempted to engage in any activity to inappropriately manipulate submission procedures including without limitation the unauthorised use of profiles not belonging to the Participant; or
 - ii. Participant's participation status and any accumulation of Healthpoints were earned fraudulently; and/or
 - f) the Participant has received any rewards and/or entitlement under the Sleep Challenge pursuant to a glitch or technical error or malfunction of the system.
- 9.6. HPB's decision on all matters relating to the Sleep Challenge is final and binding on all Participants. HPB will not entertain any queries with regard to any Sleep Challenge results and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 9.7. The Terms & Conditions shall be governed by the laws of Singapore. The Terms & Conditions shall constitute the entire understanding and agreement between the HPB and the participants. The Terms & 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 & Conditions.
- 9.8. In any term or provision of the Terms & Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms & Conditions. The validity or enforceability of the remainder of the Terms & Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms & 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 & Conditions.
- 9.9. In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or promotional material relating to Sleep Challenge, the Terms & Conditions shall prevail.