

SLEEP TRACKING CHALLENGE TERMS AND CONDITIONS

1. Challenge Overview

- 1.1. Sleep Tracking Challenge (“**Sleep Tracking Challenge**”) is an initiative by the Health Promotion Board (“**HPB**”) to encourage individuals to track their sleep to gain deeper understanding of their sleep duration and habits.
- 1.2. Please read the following Terms & Conditions carefully before signing up for the Sleep Tracking Challenge. By participating in the Sleep Tracking 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 Tracking Challenge. Your continued participation in the Sleep Tracking Challenge thereafter represents your agreement to any such amendment.
- 1.3. Sleep Tracking Challenge is currently open to Healthy 365 users using sleep compatible trackers. Sleep duration tracking on the Healthy 365 app is supported only with these wearables listed [here](#).
- 1.4. Individuals who do not have a sleep compatible tracker but are interested to join the Sleep Tracking Challenge can check their HPB fitness tracker collection eligibility by following the steps [here](#).
- 1.5. Eligible individuals can sign up to participate in the Sleep Tracking Challenge by downloading the latest version of the Healthy 365 app on a compatible mobile phone, restoring their profiles, and signing up for the Sleep Tracking Challenge on the “Challenges” tab via the Healthy 365 app.
- 1.6. Once a sleep compatible tracker is set-up, the Participant can start to track their sleep and earn Healthpoints (“**Healthpoints**”) in accordance with the Sleep Tracking Challenge mechanics upon the start of the Sleep Tracking Challenge.
- 1.7. Participation in the Sleep Tracking Challenge is free.

2. Official Challenge Period

- 2.1. Sleep Tracking Challenge will officially start on **19th February, 1200 hours** and end on **31st May 2024, 1159 hours** (“**Official Challenge Period**”). HPB reserves the right to make changes to the Official Challenge Period without prior notice to the Participants.
- 2.2. Participants can earn Healthpoints from tracking their sleep during the Official Challenge Period as set out in these Terms & Conditions. In Sleep Tracking Challenge, sleep sessions can only be tracked if there was a minimum of 2 consecutive hours of sleep detected by your

tracker between 12 noon and 11.59am of the following day. Only sleep sessions that last at least 2 hours will be taken into consideration for the calculation of sleep duration.

3. Participation Eligibility

- 3.1. Sleep Tracking 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 below 18 years of age must obtain parental consent before participating in this Challenge.

4. Rewards

- 4.1. Participants can get up to 10 Healthpoints every day if they track their sleep during the Official Challenge Period. A “day” is defined as a calendar day during the Official Challenge Period that starts at 12 noon and ends at 11.59 am the next day. Only sleep that lasts at least 2 hours during a day will be counted. If you sleep past 12 noon, your sleep time will be cut off at 11.59 am. Any sleep lasting at least 2 hours before 11.59 am counts for the previous day, and any sleep after 12 noon counts for the next day.
- 4.2. Healthpoints earned for sleep tracking 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.
- 4.3. The earning of Healthpoints will end on 31st May 2024, 1159 hours. To be eligible for Healthpoints earned before or up until 31st May 2024, 1159 hours, Participants have to sync their data with the Healthy 365 app not more than 7 days after the end of the Sleep Tracking Challenge.
- 4.4. Redemption of Healthpoints must be done via the HPB Loyalty Programme through the Healthy 365 app. 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>
- 4.5. Healthpoints earned under the Sleep Tracking Challenge are not transferrable under any circumstances. Should Participants’ accounts no longer be valid (i.e. Participant has passed on), participation in the Sleep Tracking Challenge will be withdrawn, and Healthpoints and/or rewards earned will be forfeited immediately thereafter.

5. Other rewards

- 5.1. HPB may allow additional rewards or Healthpoints to be won by Participants via the Healthy 365 app outside of the Sleep Tracking Challenge through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.
- 5.2. Under the Sleep Tracking 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.

6. Data Protection

6.1. By joining this Sleep Tracking Challenge, Participants consent to the collection, use and disclosure of Personal Data by HPB, as stated by the [Terms of Use of the Healthy 365 app](#) and the [Healthy 365 Privacy Statement](#). In addition, Participants consent to the collection, use and disclosure of their Personal Data as provided in this clause 6. "Personal Data" means any data collected by HPB under this Sleep Tracking Challenge which can be used to identify an individual, such as a name, address or email address. HPB will also collect Data from a Participant through the HPB fitness tracker such as wellness and fitness information including various activities undertaken by a Participant.

6.2. 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 Tracking 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 Tracking Challenge or any other challenges administered by HPB,
- e) To create, plan and carry out various health related programmes and activities such as those for the promotion of good health and healthy living among the people of Singapore, the offering of health education programmes and developing initiatives to help prevent or detect diseases,
- f) To understand overall effectiveness of Sleep Tracking Challenge and/or its impact on the health system in Singapore
- g) To link with or be supplemented by other information available to HPB including information from Singapore Public Sector Agencies' initiatives (e.g. Healthier SG, etc) and/or third parties, such as healthcare providers for the promotion of good health and healthy lifestyles amongst Singapore residents
- h) Assisting the Participant with enquiries and obtaining their feedback, and
- i) To invite Participants for surveys or studies for research and analytics purposes which will facilitate HPB's formulation of health promotion programmes and policies.

6.3. HPB may share Personal Data with:-

- a) HPB's service providers or third-party contractors involved in this Sleep Tracking 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) Any third parties, including partners and collaborators for any of the purpose(s) set out in paragraph 6.2,
 - d) Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or
 - e) Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the Sleep Tracking 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 & Conditions, violations of law or other misuse of the Sleep Tracking Challenge or HPB fitness trackers.
- 6.4. 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.
- 6.5. Personal data that are collected by HPB will be treated in accordance with our HPB Privacy Statement as set out in <https://hpb.gov.sg/privacy-statement> and Healthy 365 Privacy Statement as set out in <https://hpb.gov.sg/healthy-living/healthy-365>. The privacy statement must be read in conjunction with this Sleep Tracking Challenge T&C.

7. Health Advisory

- 7.1. Participants who are concerned about participation in this Sleep Tracking Challenge due to their medical conditions or specific healthcare needs must first consult their doctor before engaging in any activities in this Sleep Tracking Challenge. Participants must not participate in the Sleep Tracking Challenge activities or events if they are not feeling well.
- 7.2. The health information and other information on the Sleep Tracking Challenge and/or HPB fitness trackers are general in nature. It is provided as a public service and for information purposes only. This information does not constitute, nor is it a substitute for, medical advice, legal advice or professional services. In particular, the health information on Sleep Tracking Challenge and/or HPB fitness trackers is not intended as a substitute for seeing a doctor or other professional medical advisor. The Participant must always consult their doctor or a medical professional if they have any specific health care needs who will be able to provide the Participant with the necessary medical diagnosis and treatment. The Participant must not rely on the information on Sleep Tracking Challenge and/or HPB fitness trackers to self-diagnose their illness. The Participant must never disregard medical advice or delay seeking such advice because of anything presented on Sleep Tracking Challenge and/or HPB fitness trackers. The Participant must consult with a doctor or other qualified healthcare professional to determine whether their use of Sleep Tracking Challenge and/or HPB fitness trackers would be safe and/or effective for them if the Participant has reasonable grounds to suspect that he or she suffers from a medical ailment. The Participant is expressly prohibited from accessing or using Sleep Tracking Challenge and/or HPB fitness trackers against medical advice or if doing so might pose any health risk. In this context, the Participant acknowledges that they take full responsibility for their health, life and well-being, as well as the health, lives and well-being of their family and children (born and unborn, as applicable), and all decisions now or in the future. The Participant's use of Sleep Tracking Challenge and/or 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 Tracking Challenge and/or HPB fitness trackers.
- 7.3. The HPB fitness trackers are provided as a public service and are meant to provide Participants with information to encourage an active and healthy lifestyle. HPB fitness trackers

and compatible fitness tracking device are intended to be a close estimation of Participants' activities and metrics trackers but may not be precisely accurate. 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.

- 7.4. The Participant 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 Tracking Challenge and these Terms & Conditions.

8. General

- 8.1. HPB does not guarantee that access to Sleep Tracking 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 Tracking Challenge or any other website or apps with which they are linked, or any products or services available on Sleep Tracking 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 Tracking 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 Tracking Challenge at their own risk.
- 8.2. HPB further reserves the right to modify and/or terminate the reward scheme of the Sleep Tracking Challenge at any time at its sole discretion without any further notice to participants.
- 8.3. By participating in the Sleep Tracking Challenge, in addition to these terms and conditions governing the Sleep Tracking 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 <https://healthy365.gov.sg>.
- 8.4. Without prejudice to any other provision in these Terms & 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 Tracking 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.
- 8.5. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this Sleep Tracking 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 Tracking 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 the mechanic of the Sleep Tracking Challenge, including the submission procedures by utilising 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 Tracking Challenge pursuant to a glitch or technical error or malfunction of the system.
- 8.6. HPB's decision on all matters relating to the Sleep Tracking Challenge is final and binding on all Participants. HPB will not entertain any queries with regard to any Sleep Tracking Challenge results and will not be obliged to provide the reason(s) for its awarding decision to a Participant.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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) These Terms & Conditions
 - (ii) terms and conditions governing the use of the Healthy 365 app

Participants are to note that the content of any brochures or campaign document(s) or publicity on the Sleep Tracking Challenge does not form part of these Terms & Conditions, or shall govern a Participant's participation in the Sleep Tracking Challenge.