

Terms and Conditions Governing Health Promotion Board Social Media Contests

Acceptance of Terms and Conditions

1. These terms and conditions are the general terms (the “T&Cs”) which shall apply to any social media contest (the “Contest”) that is conducted on social media platforms of the Health Promotion Board (the “Organiser”). The Organiser’s social media platforms are hpbsg on Facebook and Instagram (“Organiser’s social media platforms”).
2. Each Contest will also have its own specific terms and conditions explaining how to enter, what the opening and closing dates are, what the prizes will be, etc. (the “Specific T&Cs”). The Specific T&Cs will be published on the webpage or on the Organiser’s social media platform that is promoting the Contest.
3. You should always read these T&Cs with the Specific T&Cs. If any Specific T&Cs conflict with these T&Cs, the Specific T&Cs will take precedence.
4. By entering the Contest, you confirm that you have read, understood and agree to be bound by these T&Cs, including any amendments thereto.
5. The Organiser reserves the right to amend the T&Cs from time to time, and modify, cancel or suspend the Contest at its sole discretion at any time. Notice of any such amendments, cancellations or suspensions will be posted on getthehealthy.gov.sg/eatdrinkshop.

Eligibility

6. The Organiser has the absolute discretion at any time to determine the eligibility of a participant in the Contest, and shall not be obliged to give any reason thereof. Without limiting the generality of the foregoing, you can participate in the Contest, except for “HPB-related participants”, if you:
 - i. are a Singapore citizen, permanent resident or employment pass or work permit holder,

- ii. are at least 17 years old at the time of participation in the Contest and your age will be computed based on the calendar year in which you were born. If you are below 18 years of age, you must obtain consent from your parent or legal guardian to enter the Contest and to be bound in all respects by the T&Cs and the Specific T&Cs. You must submit proof of parental or guardian consent for your participation in the Contest, if required by the Organiser, and
- iii. have not won any prize in relation to any social media contest conducted by the Organiser in the six (6) months prior to the start of the Contest Period. If you have won any prize in the six (6) months prior to the start of the Contest Period as indicated, and continue to enter in this Contest, you will be automatically disqualified.

7. “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 Contest (“HPB Vendors”);
- iii. employees of subcontractors of HPB Vendors who are directly involved in the Contest, and/or
- iv. all employees of HPB’s partners for the Contest.

Submission of Contest Entries

- 8. The Contest shall be open for submission of entries for the period indicated in the Specific T&Cs (“Contest Period”).
- 9. Please refer to the Specific T&Cs for details of how to enter or participate in the Contest.
- 10. You may submit multiple entries, but can win only one (1) prize. In the case of tagging another user as an entry, all accounts tagged must be different/unique.
- 11. Entries must be submitted during the Contest Period. Entries submitted after the stated date and time for each giveaway post will not be accepted.
- 12. By submitting an entry, which includes reference to any work (e.g. photographs, written works or drawings) featured in the entry:

- i. you represent and warrant that you are the authorised account owner of the Facebook or
- ii. Instagram account used to submit the entry;
- iii. you represent and warrant that the entry is original and you are the sole owner of the
- iv. copyright and all other intellectual property rights in the entry;
- v. you represent and warrant that the entry has not been used for commercial purposes,
- vi. published previously or submitted for other contests, locally or abroad;
- vii. you grant to the Organiser a non-exclusive, royalty-free, irrevocable, transferable, worldwide and perpetual licence to use, reproduce, reformat, modify, edit, publish, publicly display, screen, distribute and sub-licence the entry in any media format and any media channels as deemed fit by the Organiser, for any purposes the Organiser may deem necessary, including without limitation for the purposes of advertising and marketing;
- viii. you agree that the Organiser will credit you in any use of the entry, and may disclose your
- ix. name and particulars of the entry for publicity purposes;
- x. if the entry is subject to the rights of third parties, you shall be solely responsible for obtaining, prior to making the entry of the photograph, clear and unambiguous consent from such third parties and such consent shall be required for the entry to be valid in the Contest;
- xi. if the entry is a photograph featuring any other person besides yourself, you must ensure that you obtain permission prior to the entry of the photograph for the use of the said person's personal data in the Contest and such consent shall be required for the entry to be valid in the Contest;
- xii. if applicable, you must ensure that you obtain clear and unambiguous consent of any persons you intend to tag in the photographs for the entry prior to making the entry and such consent shall be required for the entry to be valid in the Contest,
- xiii. if the entry is selected as a winning entry, you also agree to cooperate and participate in publicity activities (including photographs, videos or interviews) if required by the Organiser;
- xiv. you confirm that you are not in violation of any law or regulations by entering the Contest.

The Organiser reserves the right to request for proof of any of the aforesaid consents from you at any time. If you fail to provide such proof when requested within the timeframe specified, the Organiser shall disqualify your entry for the Contest.

13. The Contest is in no way sponsored, endorsed, administered by, or associated with, Facebook and Instagram, and you agree to release Facebook and Instagram from any claims. Questions, comments or feedback relating to the Contest are to be addressed to the Organiser only and not to Facebook and Instagram. You also acknowledge that by opening an account with and using the services, products or features of Facebook or Instagram, you are responsible for complying with the terms and conditions of these platforms and the Organiser shall not be liable in any way whatsoever for such account and usage.

Judging of Entries and Prizes

14. The Organiser reserves the right to disqualify any entry which does not comply with the T&Cs, the Specific T&Cs or are deemed to be of poor quality, incomplete, illegible, incomprehensible, fraudulent, misleading, deceptive, defamatory or otherwise inappropriate in the sole and absolute opinion of the Organiser.

15. All decisions by the Organiser relating to the Contest are final. The Organiser is not obliged to provide reasons concerning the selection of the winning entries or entertain any appeals whatsoever.

16. Winners will be notified via Facebook or Instagram direct message or comment and provided instructions on prize collection.

17. If any winner cannot be contacted by the Organiser or does not respond to the notification by the Organiser within 24 hours, the Organiser reserves the right to select replacement winner or forfeit the prize, and the originally selected winner shall not be entitled to any payment or compensation from the Organiser.

18. Prizes are non-negotiable, non-transferable, non-refundable and cannot be exchanged for cash. Unless otherwise stated, the winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the acceptance of the prize. Prize winners may authorize someone else to collect the prizes on their behalf. The winner will have to submit the required particulars of such authorized person(s) before collection of the prizes. Prize winners and such authorized persons must download the Healthy 365 App and sign up for the Organiser's Eat, Drink, Shop Healthy Challenge as part of the validation process. Any request for the extension of the validity period of any prize (if any) or exchange of prizes will not be entertained by the Organiser. All prizes which remain unclaimed within one (1) month from the date of notification to the winners, for any reason whatsoever, will be forfeited and no resulting claims whatsoever (whether for prize, payment or compensation) shall be entertained.
19. The Organiser makes no warranties, representations or guarantees either expressed or implied regarding any prize, including but not limited to any warranty of merchantability or fitness for a particular purpose. In addition, the Organiser shall not at any time or in any circumstances be responsible or held liable for any non-acceptance, non-performance or the actions of any third party in respect of any prize.
20. The Organiser reserves the right to disqualify any entry, forfeit and/or reclaim any prize at any time if the Organiser deems that there has been a breach of the T&Cs and/or Specific T&Cs by any winner, whether discovered during or after the Contest Period.
21. The Organiser may in its sole and absolute discretion substitute, withdraw and/or cancel any prizes or make changes to the value and/or number of prizes at any time without prior notice. The Organiser is not obliged to provide reasons and shall not be liable for any payment or compensation to any person due to such changes.

Liability and Indemnity

22. To the fullest extent permissible under law, the Organiser shall not be liable for any loss, damage, liability, injury or costs and expenses relating to any person's participation in the Contest, including but not limited to any changes to the prizes, disqualification of entries, any winner's acceptance and use of his/her prize and any delay, cancellation, failure or omission on the Organiser's part to carry out the Contest whether due to force majeure events or otherwise.

23. You agree to indemnify the Organiser and hold the Organiser harmless from and against all liabilities, losses, damages, proceedings, suits, actions, claims and demands, costs (including legal costs on a full indemnity basis) and expenses whatsoever suffered or incurred by the Organiser relating to or arising from or in connection with any use of your entry by the Organiser and/or any breach of the T&Cs and/or Specific T&Cs by you.

Personal Information

24. You agree that the Organiser may collect, use and disclose your personal data (including but not limited to your name, Instagram and/or Facebook handles and profile pictures) as provided to the Organiser for

- i. the purposes of administering the Contest and in relation to your participation in the same,
- ii. promotional, marketing and publicity purposes relating to the Contest and the Organiser generally,
- iii. for the Organiser's conduct of research, analysis and development activities (including data analytics, surveys and/or profiling) to enhance the Organiser's programme offerings and operations, and
- iv. for the Organiser's reference and archival purposes. If necessary, the Organiser may share this data with other Government agencies (or non-Government entities which have been authorised to carry out specific services by the Organiser) in order to serve you in the most efficient and effective way, unless such sharing is prohibited by legislation. For more details on our privacy policy, please refer to <https://www.hpb.gov.sg/privacy-statement>.

Governing Law and Jurisdiction

25. The T&Cs shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose and you agree to submit to the exclusive jurisdiction of the Singapore courts.

[Version dated November 2021]