



# NATIONAL STEPS CHALLENGE™ YOUTH CHALLENGE TERMS & CONDITIONS

### **Challenge Overview**

- 1. The National Steps Challenge<sup>™</sup> is a physical activity initiative by the Health Promotion Board ("**HPB**") to encourage Participants ("**Participants**") to be more physically active every day, anytime and anywhere.
- 2. Youth Challenge is a part of the National Steps Challenge<sup>™</sup> organised for current students of the participating Institutes of Higher Learning ("IHLs").
- 3. Participants can sign up by downloading the Healthy 365 mobile app from Google Play Store or Apple App Store. Participants who have successfully signed up for National Steps Challenge™ Season 5 will have the option of taking part in the Challenge by:
  - o using a HPB-issued fitness tracker;
  - o purchasing a compatible fitness tracker; or
  - using a compatible fitness app, namely Health Kit (for Apple), Google Fit (For Android) or S Health (for Android) on the Participant's phone ("Preferred Fitness Tracking Device").

Please note that the Healthy 365 mobile app does not have permission to access heartrate data from S Health (for Android). For queries related to heart rate data on S Health, please contact Samsung.

- 4. Participation in the Youth Challenge is free and Participants will be automatically registered to the National Steps Challenge ™ Season 5.
- 5. HPB also encourages IHLs to organise and conduct their own intra-IHL challenges and supporting activities for their students, at the IHL's sole expense and cost. For the avoidance of doubt, HPB assumes neither responsibility nor liability whatsoever and howsoever in connection with any intra-IHL challenge(s) and supporting activities, including but not limited to the provision of any prizes or cost subsidy, which may be conducted.

## Official Youth Challenge Period

- 6. Youth Challenge will officially start on **26 October 2019**, **0000 hours** and end on **30 April 2020**, **2359 hours**, along with National Steps Challenge ™ Season 5.
- 7. Participants can earn Healthpoints when they clock steps and moderate-to-vigorous physical activities ("MVPA") during the challenge period.
- 8. Participants can also accumulate lucky draw chances for the Grand Draw during the challenge period.

#### **Participation Eligibility**

- 9. Participants must be a Singaporean or Permanent Resident of Singapore with both valid NRIC and Student Matriculation Card to register for the Youth Challenge on the Healthy 365 mobile app¹ and successfully choose a fitness tracking mode to complete the set up.
- 10. Participants must be at least 17 years old (based on birth year) at the point of registration and a current student from the participating IHLs, as indicated below:
  - Institute of Technical Education College Central
  - Institute of Technical Education College East
  - Institute of Technical Education College West
  - Nanyang Polytechnic
  - Ngee Ann Polytechnic
  - Republic Polytechnic
  - Singapore Polytechnic
  - Temasek Polytechnic
  - Nanyang Technological University
  - National University of Singapore
  - Singapore Institute of Management
  - Singapore Institute of Technology
  - Singapore Management University
  - Singapore University of Social Sciences
  - Singapore University of Technology and Design
- 11. Eligible Participants who are 17 years old must obtain parental consent before participating in the Challenge.
- 12. Foreign students with both a valid FIN and Student Matriculation Card are eligible to participate in the Challenge but are not eligible to collect the free heart-rate monitoring fitness tracker issued by HPB.

## **HPB Fitness Tracker Collection Eligibility and Conditions**

- 13. Participants can register for the Youth Challenge on the Healthy 365 mobile app<sup>1</sup>, upon entering a unique entry code issued to the participating IHLs. All entry codes will be released to the IHL's designated point of contact and made available on the official website: stepschallenge.sg/youth-challenge
- 14. All Participants of the Challenge will automatically be registered for National Steps Challenge ™ Season 5.
- 15. All Singaporeans and Permanent Residents who sign up for the Challenge would be eligible for the free HPB heart-rate monitoring fitness tracker which is available on a first come, first served, while stock last basis, except Participants who have collected a HPB fitness tracker in Season 4 (i.e. Sep 2018 to Apr 2019).
- 16. One Participant is entitled to only one (1) free fitness tracker.

- 17. Foreign students with both a valid FIN and Student Matriculation Card can sign up for the Youth Challenge but are not eligible to collect the fitness trackers.
- 18. HPB's decision on the allocation of fitness trackers to participants is final. Requests for exchange of different models of fitness trackers or exception to collect more than one free fitness tracker for any one registered individual will not be entertained.
- 19. Faulty trackers can be exchanged on a one-for-one basis at <u>authorised service providers'</u> <u>outlets</u> and HPB's Customer Care Centre within stipulated warranty period. 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 fitness tracker. 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 fitness tracker 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.
- 20. Once issued, the fitness trackers are non-transferrable and non-assignable.

#### **Rewards**

- 21. All participants of the Youth Challenge will be signed up to the National Steps Challenge

  ™ Season 5 and hence be subjected to the earn mechanics of National Steps Challenge

  ™ Season 5. Please refer to the Terms and Conditions of National Steps Challenge

  ™ Season 5 on www.stepschallenge.sg
- 22. Participants are able to earn additional rewards and/or Healthpoints outside the National Steps Challenge™ Season 5 earn mechanics such as through chance-based gamification (including but not limited to Grand Draw, terms and conditions of which are set below), QR-code scanning gamification, backend gamification, or other HPB programmes conducted on the Healthy 365 mobile app.
- 23. Under Youth Challenge, HPB may collaborate with partners to organise youth-centric challenges with separate terms and conditions. HPB may allow additional rewards to be won by Participants, in accordance with the youth-centric challenges' terms and conditions.
- 24. HPB reserves the right to modify and/or terminate the rewards at any time at its sole discretion without any further notice to the Participants.

#### Event QR-code Scanning

- Participants of the Youth Challenge would be eligible for additional Healthpoints when they physically attend and check into selected youth-centric activities organised by HPB and/or HPB-appointed partners and vendors.
- Participants will have to check into the specific youth-centric activity by scanning a unique event QR-code on the Healthy 365 mobile app.

- HPB reserves the right to decide and/or modify and/or terminate the Healthpoints and its value awarded for each event QR-code scan.
- The QR-codes are generated and solely handled by HPB and/or HPB-appointed partners and vendors. All QR code scans are monitored individually and unauthorised scans can be detected. Any unauthorised distribution or scanning of the QR code, such as sharing of the QR codes with individuals who did not take part in the Challenge or scanning of the QR codes by individuals who did not attend the event, is strictly prohibited. HPB reserves the right to take appropriate actions upon the individuals who are found to have engaged in unauthorised distribution or scanning of the QR codes, including but not limited to suspension of rewards and redemption services and disqualification of participation in the Challenge or HPB programmes.
- Participants who received QR codes from unverified sources are advised not to scan the codes and to contact HPB for clarification.

#### Monthly Sync Bonus

- Participants of the Youth Challenge would be eligible for additional Healthpoints when they sync their fitness data to the Healthy 365 mobile app at least once a week, up to a maximum of 4 weeks each month.
- The Monthly Sync Bonus begins from the 1<sup>st</sup> Monday of November 2019 (i.e. 4 Nov 2019) and will end on the last Sunday of April 2020 (i.e. 26 April 2020), lasting over a period of 6 months.

Max. 1 successful sync per week:
 Max. of 4 successful syncs per month:
 80 Healthpoints

- Participants who successfully meet the above criteria will receive the additional Healthpoints in the following month. For example, additional Healthpoints earned under Monthly Bonus Sync in January 2020 will only be credited into "My Healthpoints" on the Healthy 365 mobile app by end February 2020.
- Note that syncing more than once in a day and/or in a week would not confer additional Healthpoints.

#### Tap & Win

- Participants of the Youth Challenge are eligible to participate in Tap & Win, a form of chance-based gamification hosted on the Healthy 365 mobile app.
- Each day of 10,000 steps or more synced to the Healthy 365 mobile app or Healthy 365 kiosk will entitle the participant to one (1) Tap & Win game. The more days of 10,000 steps or more synced, the more opportunities to play Tap & Win.
- Once the Tap & Win game is unlocked, the game cannot be carried over to the next day even if the participant decides not to play the game at that point of time.
- As Tap & Win is a chance-based game, the prize won, if any, is revealed only at the point of playing the game.
- The prizes won are not exchangeable nor redeemable for cash. The prizes can be vouchers, products or Healthpoints.
- The maximum number of accumulated opportunities to play Tap & Win is no more than seven (7) times a week. This is because each participant is required to sync their steps to the Healthy 365 mobile app at least once a week (i.e. 7 days).

- 25. HPB reserves the right to modify and/or terminate the Challenge and/or the National Steps Challenge™ Season 5 rewards scheme at any time at its sole discretion without any further notice to the IHLs or Participants.
- 26. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.
- 27. HPB reserves the right to disqualify any entries, forfeit any rewards or require return of the rewards presented to the Participant if:
  - The Participant does not agree to abide by and be bound by the Terms & Conditions;
  - The Participant is abusive to HPB staff at any point of contact;
  - Participant(s) who failed to provide true, correct and accurate information at any point of contact;
  - HPB discovers or has reasonable grounds to suspect that the 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

## **Data Protection**

28. By signing up for this Challenge, Participant consents to the collection, use and disclosure of personal data by HPB, as stated by the Terms and Conditions of the Healthy 365 mobile app.

## **Health Advisory**

- 29. Participants with medical conditions or specific healthcare needs should consult with their doctor before engaging in any physical activities in this Challenge.
- 30. Participants should not participate in the Challenge activities or events if they are not feeling well.
- 31. The HPB-issued fitness trackers are provided as a public service and are meant to provide Participants with information to encourage an active and healthy lifestyle. HPB-issued fitness trackers and compatible fitness tracking devices are intended to be a close estimation of Participants' activities and metrics tracked but may not be precisely accurate. The HPB-issued fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical purposes.
- 32. HPB shall not be responsible, under any theory of liability or indemnity, for any injuries sustained/casualty (to the extent permitted by law) that arise directly or indirectly from the participation in the National Steps Challenge™ Season 5 Youth Challenge and/or its associated activities or events held by HPB and/or any utilisation or reliance of any data from the HPB-issued fitness trackers.
- 33. Participants shall indemnify and hold HPB harmless its officers, employees and agents from and against all claims of any nature made by any person arising out of or in connection with this Challenge and these terms and conditions.

#### **General**

- 34. By participating in the Youth Challenge, Participants agree to be bound by and to comply with the terms and conditions of the Youth Challenge, as well as the terms and conditions of the National Steps Challenge ™ Season 5.
- 35. HPB may vary these terms and conditions without notice, or discontinue or withdraw the Youth Challenge and the National Steps Challenge ™ Season 5 at any time without any notice or liability to any party.
- 36. By participating in the Challenge, in addition to these terms and conditions governing the Challenge, Participants agree and undertake to abide by all the terms and conditions governing the use of the Healthy 365 mobile app, which are expressly incorporated herein and can be found at <a href="https://www.stepschallenge.sg">www.stepschallenge.sg</a>.
- 37. HPB's decision on all matters relating to the Youth Challenge and the National Steps Challenge™ Season 5 is final and binding on all Participants and participating IHLs.
- 38. 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 a participating IHL and/or to participating students.
- 39. 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 Youth Challenge and/or National Steps Challenge<sup>TM</sup> Season 5 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.
- 40. HPB shall not be liable for any injuries sustained or casualty that arise directly and/or indirectly from the participation of the Youth Challenge and the National Steps Challenge™ Season 5, including its accompanying series of roadshows and youth-centric activities.
- 41. HPB reserves the right to investigate cases of suspected fraud and suspend a Participant's participation status and accumulation of Healthpoints, or even claw back Healthpoints earned fraudulently.
- 42. HPB reserves the right to disqualify and withdraw any rewards provided under this Challenge from any person who is non-compliant to these terms and conditions of the National Steps Challenge™ Season 5 at its sole discretion.
- 43. Participants agree and consent to being contacted by HPB to obtain feedback about the National Steps Challenge<sup>™</sup> Season 5, the Healthy 365 mobile app and/or fitness tracking devices used in the Challenge.
- 44. HPB's decision on all matters relating to the National Steps Challenge™ Season 5 is final and binding on all Participants. 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 a Participant.
- 45. The Terms and Conditions shall be governed by the laws of Singapore. The Terms and Conditions shall constitute the entire understanding and agreement between the HPB and

the Participants. The Terms and 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 and Conditions.

- 46. If any term or provision of the Terms and Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions and the validity or enforceability of the remainder of the Terms and Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms and 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 and Conditions.
- 47. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to challenge, the Terms and Conditions shall prevail.
  - <sup>1</sup> For smartphone users only. For non-smartphone users, they can sign up for the Youth Challenge through National Steps Challenge<sup>™</sup> Campus Roadshows held from 1 October 2019 onwards. For more information, please visit www.stepschallenge.sg/youth-challenge