NATIONAL STEPS CHALLENGE™ CORPORATE CHALLENGE TERMS & CONDITIONS

Challenge Overview

1. The National Steps Challenge™ is a physical activity initiative by the Health Promotion Board ("HPB") to encourage individuals to be more physically active, every day, anytime and anywhere.

2. Corporate Challenge ("Challenge") is a part of the National Steps Challenge™ organised for employees of participating companies and/or Organisations ("Organisation(s)"). In these Terms & Conditions, the term "Participant" refers to the individual natural person who has registered to participate in the Challenge under an Organisation. While the term "Organisations" refers to companies that registered to participate in the Challenge and are registered and operating in Singapore that has their own UEN or ACRA number.

3. Please read the following Terms & Conditions carefully before signing up for the Corporate Challenge. These Terms & Conditions apply to the Corporate Challenge. In addition to these Terms & Conditions, the Terms and Conditions of the National Steps Challenge™ shall apply. They can be found at stepschallenge.gov.sg ("NSC Terms"). In the event of any conflict between these Terms & Conditions and NSC Terms, these Terms & Conditions shall prevail. Collectively, these Terms & Conditions and the NSC Terms shall be referred to as the "Terms". By accessing or participating in the Corporate Challenge, you (a "Participant") agree to be bound by the Terms as they may be modified and/or amended from time to time. HPB reserves the right to change Terms at any time at its sole discretion. Amendments shall take effect immediately on the Corporate Challenge. Your continued participation in the Corporate Challenge thereafter represents your agreement to any such amendment.

4. Interested Organisations must be successfully registered with HPB for their employees to be eligible for the Challenge. Only employees of registered Organisations can sign up for the Challenge.

5. Thereafter, such Participants can sign up by downloading the Healthy 365 app from Google Play Store or Apple App Store. Participants who have successfully signed up for National Steps Challenge™ will have the option of taking part in the Challenge by tracking their physical activities via a "Preferred Fitness Tracking Device" which can be

   (a) a HPB-issued fitness tracker; or

   (b) a compatible fitness tracker; or

   (c) a compatible fitness app, namely Apple health (for Apple), or Samsung Health (for Android) on the Participant's phone

6. Organisations will receive weekly and monthly reports based on the daily average step count per Participant and weekly average Moderate to Vigorous Physical Activity (MVPA) minutes per Participant, as per the steps and MVPA minutes synchronised to the Healthy 365 app.

7. The daily average step count is computed by the total number of steps accumulated by all Participants divided by the sum of the total number of days in the challenge for all Participants. The daily moderate to vigorous physical activity (MVPA) duration computed by the total number of MVPA minutes accumulated by Participants divided by the sum of the total number of full weeks in the challenge for all Participants.

8. Rewards as solely determined by HPB, will be given to Organisations which met the rewards and eligibility criteria set by HPB. Rewards will only be calculated and given out later.

9. In conjunction with the Challenge, HPB encourages Organisations to organise and conduct their own intra-Organisation challenge, at the Organisations' sole expense and cost. For the avoidance of doubt, HPB assumes neither responsibility nor liability whatsoever and howsoever in connection with any intra-Organisation challenge(s), including but not limited to the provision of any prizes or cost subsidy, which may be conducted.

10. Participants who are freelancers must only register under one Organisation. If individuals are found to have registered under more than one Organisation for the Challenge, they may be removed/ disqualified from the Challenge.

Official Challenge Registration & Commencement Date

11. Organisations and Participants who had participated in Corporate Challenge Season 6 will be automatically registered for the Challenge from 29 April 2022 after consenting to the Challenge new Terms & Conditions found in their Healthy 365 app. The Organisations' current intra-team structure (i.e., Participants assigned by companies to the team) will also be maintained.

12. For Organisations which are new to the Corporate Challenge, they will be able to register for the Challenge from 1 April 2022 by completing the details in https://go.gov.sg/corporatechallengecc

13. Upon the confirmation of a successful registration by an Organisation, HPB will provide an Organisation-specific entry code, or multiple unique entry codes if the Organisation has intra-teams, for the Organisation's dissemination to employees. Employees or individuals under the Organisation may register for the Challenge on the Healthy 365 app by entering the unique entry code issued to participating Organisations.

14. The Challenge will officially start from **1 May 2022, 0000 hours** ("Official Challenge Period').

Eligibility

15. All Organisations registered and operating in Singapore are eligible to join. Organisations must have their own UEN or ACRA number. Organisations who do not have a UEN or ACRA number may use a nominated representative's UEN or ACRA number to join instead e.g. The Federation of Merchants' Associations.

16. Only employees who are at least 17 years old, and with a valid NRIC or FIN number at the point of registration for the Challenge are eligible to participate. Participants who are younger than 18 years of age must have obtained parental consent to participate in the Challenge. HPB reserves the right to have sight of such parental consent.

17. Participants who subsequently sign up for the LumiHealth will be automatically withdrawn from the National Steps Challenge™ Corporate Challenge. Any rewards that were earned prior to joining LumiHealth will still be available for redemption via the Healthy 365 app but earning of additional rewards from the National Steps Challenge™ Corporate Challenge after joining LumiHealth will not be allowed.

18. Eligible persons who are currently signed up for LumiHealth but would like to sign up for the National Steps Challenge™ Corporate Challenge must withdraw from LumiHealth first.

Fitness Tracker Collection and Exchange Conditions

19. With the exception of Participants who have collected a HPB fitness tracker in either National Steps Challenge™ Season 5 (i.e., fitness tracker model collected was Axtro Fit 2 ("AF2") or Tempo 3C ("T3C")) or National Steps Challenge™ Season 6 (i.e., fitness tracker model collected was Axtro Fit

3 (“AF3”) or Tempo 4C (“T4C”)), all other Participants of the Challenge (including foreigners) will be eligible for a new fitness tracker issued by HPB (“HPB fitness tracker”). HPB reserves the right to vary the models of any HPB fitness trackers without notice to the Participant.

20. Eligible Participants who meet the criteria for collection of the HPB fitness tracker may be provided with a new/unused older model of HPB fitness tracker in lieu of the latest model of HPB fitness tracker. In addition, HPB reserves the right to cease the distribution of the HPB fitness trackers, when stocks run out, or at its discretion without prior notice to Participants.

21. Each eligible Participant is entitled to only **one (1) free HPB fitness tracker** on a first come, first served, while stocks last basis.

22. 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 HPB fitness tracker for any one registered individual will not be entertained.

23. Once issued, the HPB fitness trackers are non-transferrable and non-assignable.

24. Faulty HPB fitness trackers, namely AF2, AF3, T3C and T4C, can be exchanged on a one-for-one basis at authorised service providers’ outlets and HPB’s Customer Care Centres within stipulated warranty period

    Note: Exchanges are to be done by appointment only. Appointment booking can be done via the Healthy 365 app and is also required for troubleshooting support at our Customer Care Centres. Technical support is available only at Customer Care Centres. All other tracker exchange locations do not provide technical support.

25. 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 HPB 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 HPB 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 HPB 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.

Rewards

26. **Monthly Rewards for Corporates:** Cash rewards, as solely determined by HPB, will be given to Organisations (with a minimum of 15 Participants who have successfully paired a compatible tracking device/app to the Healthy 365 app) where the Organisation has clocked at least 10,000 daily average step count for that month. Rewards will only be calculated and given out later. Each Organisation will be eligible to earn monthly reward every month, if they fulfil the criteria mentioned above.

27. **Monthly Rewards for Hawker Centres and Malls:** Cash rewards, as solely determined by HPB, will be given to hawker centres and malls (with a minimum of 15 Participants who have successfully paired a compatible tracking device/app to the Healthy 365 app) where the hawker centres and malls have clocked at least 10,000 daily average step count for that month. Rewards will only be calculated and given out later. Each hawker centre and mall will be eligible to earn monthly reward every month, if they fulfil the criteria mentioned above.

28. **Monthly Rewards for Healthy Workplace Ecosystem (HWE):** Cash rewards, as solely determined by HPB, will be given to HWE(s) (with a minimum of 15 Participants who have successfully paired a compatible tracking device/app to the Healthy 365 app) where the HWE(s) has clocked at least 10,000 daily average step count for that month. Rewards will only be calculated and given out later. Each HWE is eligible to earn monthly reward every month, if they fulfil the criteria mentioned above.

29. HPB may allow additional rewards or Healthpoints to be won by Participants which will be credited to their Healthy 365 app through mechanisms such as chance-based gamification, QR-code scanning gamification, or other HPB programmes conducted on the Healthy 365 app.

30. Under the National Steps Challenge™ and Corporate 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.

31. HPB reserves the right to modify and/or terminate the rewards and eligibility criteria at any time at its sole discretion without any further notice to the Participants and/or Organisations.

Disclosure of Personal Data

32. By signing up for this Corporate 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 33 to 34. "Personal Data" means any data collected by HPB under this Corporate 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 Preferred Fitness Tracking Device such as wellness and fitness information including various activities undertaken by a Participant.

33. 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 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 Challenge,
    e. To understand overall effectiveness of the Challenge and/or its impact on the health system in Singapore, and
    f. Assisting the Participant with enquiries and obtaining their feedback.

34. HPB may share Personal Data with:-
    a. the Organisation for the purposes of administering the Challenge,
    b. HPB's partners and collaborators who have collaborated and/or partnered with HPB for the Challenge,
    c. Service providers or third-party contractors involved in the Challenge, to serve Participants in a most efficient and effective way,
    d. HPB's consultants or professional advisers including but not limited to accountants, lawyers and auditors,
    e. Parties as required by law, such as pursuant to a subpoena, regulatory oversight, or other legal process, and/or
    f. Other parties if HPB believes in good faith that disclosure is necessary (a) to protect HPB's rights, the integrity of the 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 Challenge or HPB fitness trackers.

35. 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.

Health Advisory

36. HPB strongly recommends that Participants consult with their physician before beginning any exercise programme. Participants should be in a good physical condition and be able to participate in the activities under the Challenge. Participants also understand that when participating in the Challenge, there is the possibility of physical injury. If Participants engage in the activities of the Challenge, Participants agree that they do so at their own risk, are voluntarily participating in these activities and the Challenge, assume all risk of injury to themselves, and agree to release and discharge HPB from any and all claims or causes of action, known or unknown, arising out of the Challenge. Participants who are concerned about participation in this Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in this Challenge. Participants should not participate in the Challenge activities or events if they are not feeling well.

37. The health information and other information on the Challenge and/or HPB fitness tracker 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 the Challenge and/or HPB fitness tracker 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 the Challenge and/or HPB fitness tracker to self-diagnose their illness. The Participant should never disregard medical advice or delay seeking such advice because of anything presented on Challenge and/or HPB fitness tracker. The Participant should consult with a doctor or other qualified healthcare professional to determine whether their use of the Challenge and/or HPB fitness tracker would be safe and/or effective for them. The Participant is expressly prohibited from accessing or using the Challenge and/or HPB fitness tracker 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 the Challenge and/or HPB fitness tracker 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 the Challenge and/or HPB fitness tracker.

38. 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 devices are intended to be a close estimation of Participants' activities and metrics tracked but may not be precisely accurate. The HPB fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical purposes.

39. 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 Challenge and these terms and conditions.

General Terms and Conditions

40. HPB does not guarantee that access to the 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 the Challenge or any other website or apps with which they are linked, or any products or services available on the 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 file accessed

on, and/or available for downloading from the 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 Challenge at their own risk.

41. HPB may vary these terms and conditions without notice, discontinue, or withdraw the Challenge at any time without any notice or liability to any party. HPB further reserves the right to modify and/or terminate the Challenge mechanics and/or reward scheme of the Challenge at any time at its sole discretion without any further notice to Participants.

42. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any rewards with another of similar value.

43. HPB may, in its sole and absolute discretion and without prior notice, reserves the rights to replace and change rewards eligibility criteria.

44. HPB reserves the right to change the submitted (industry) classification of Organisations accordingly to The Singapore Standard Industrial Classification or as deemed fit by the organiser. HPB may also modify and/or terminate the Challenge rewards scheme at any time at its sole discretion without any further notice to the Organisations and/or Participants.

45. HPB reserves the right to disqualify an Organisation or forfeit any rewards if there are reasonable grounds to suspect that Participants in the Organisation have engaged in fraudulent activity to influence the results of the Challenge.

46. HPB shall not be liable for any injuries sustained or casualty that arises directly and/or indirectly from the participation of the Challenge, including its accompanying series of roadshows and other engagement activities.

47. By participating in the Challenge, in addition to these terms and conditions governing the Challenge, Organisations and/or Participants agree and undertake to abide by all the terms and conditions of governing the use of the Healthy 365 app, which are expressly incorporated herein and can be found at www.stepschallenge.gov.sg.

48. 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 any nature (collectively "Losses") suffered or incurred directly or indirectly by the Participants of the Challenge and/or the HPB fitness trackers 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 agents or employees (to the extent limited by law), even if HPB or its agents or employees are advised about the possibility of such Losses.

49. HPB reserves the right to conduct random checks, investigate cases of suspected fraud and suspend a Participant's status during the investigation period. Participants hereby consent to be contacted by HPB and will comply with HPB's request(s) to be interviewed and featured for auditing purposes.

50. HPB reserves the right to disqualify or suspend a Participant's participation, and withdraw or claw back any rewards provided under this 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 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 attempted to undermine or have undermined the operation of the Challenge by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the Challenge including without limitation, the unauthorised use of profiles not belonging to the Participant, in which event, the

Participant may be referred to the relevant law enforcement agencies for investigation; or

ii. Participant's participation status and any earning of any rewards/prizes under the Challenge including without limitation, Healthpoints were fraudulent in nature; and/or

f. the Participant has received any rewards and/or entitlement under the Challenge pursuant to a glitch or technical error or malfunction of the system.

51. "HPB-related participants" means the following categories of persons:-
    a. employees and/or immediate family members (referring to the spouse, children, parents and/or siblings of such employees) of HPB;
    b. all employees of any HPB appointed vendor who are directly or indirectly involved in the Challenge ("HPB Vendors");
    c. employees of subcontractors of HPB Vendors who are directly involved in the Challenge, and/or
    d. all employees of HPB's partners for the Challenge.

52. HPB-related participants are:
    a. entitled to earn rewards and Healthpoints by completing requirements under the Challenge as indicated in clauses 26, 27, 28 and 29.
    b. not entitled to win Prizes, where "Prizes" means rewards involving an element of chance or luck (i.e. lucky draws, on-ground activations, online or social media contests).

53. 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 stepschallenge@hpb.gov.sg

54. HPB's decision on all matters relating to the Challenge is final and binding on all Participants and participating Organisations. HPB will not entertain any queries with regards to any challenge results and will not be obliged to provide the reason(s) for its awarding decision to a Participant or participating Organisation.

55. 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.

56. In 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. 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.

57. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to the Challenge, the Terms and Conditions shall prevail.