

Health Promotion Board Privacy Statement governing the use of the *Healthy 365* mobile application.

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Introduction

The *Healthy365* mobile application (“**App**”) is operated by the Health Promotion Board (“**HPB**”). By accessing or using this App, you agree to be bound by these terms and conditions as they may be modified from time to time. The HPB reserves the right to change these terms and conditions at any time at its sole discretion. Amendments will take effect when posted on the App. Your continued use of the App thereafter represents your agreement to any such amendments.

Through your use of the App, you will be able to participate in health-based challenges, events, activities or campaigns (“**Challenge**”). Your participation in a Challenge will be governed by the specific terms and conditions governing the said Challenge as well as these terms and conditions. In the event of any conflict or inconsistency, the terms and conditions governing the Challenge shall prevail.

The App, Challenges or other programmes may provide links to websites or digital services whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other digital services and encourage you to consult the privacy notices of those digital services.

PLEASE READ THE FOLLOWING PRIVACY STATEMENT CAREFULLY BEFORE USING THIS APP.

Privacy Statement

Personal Data submitted to the HPB via this App will be treated in accordance with our HPB Privacy Statement set out in <https://www.hpb.gov.sg/privacy-statement> and this *Healthy365* Privacy Statement. In using this App, you acknowledge and agree to be bound by the HPB and *Healthy365* Privacy Statements. If there is any conflict between the Privacy Statements, this *Healthy365* Privacy Statement will prevail. This Privacy Statement must be read in conjunction with the [Healthy365 Terms and Conditions](https://www.hpb.gov.sg/healthy-living/healthy-365) set out in <https://www.hpb.gov.sg/healthy-living/healthy-365>. For the avoidance of doubt, “Personal Data” shall refer to personal data as defined in the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”).

If you choose to use this App, you consent to the collection, use and disclosure of your Personal Data by HPB for the purposes as set out herein. If you provide us with any Personal Data belonging to and/or relating to any third party (e.g., information about your child), by submitting such information to us, you represent that you have obtained the relevant consent of any such third party to provide us with their personal data. To safeguard your Personal Data, all electronic storage and transmission of Personal Data is secured with appropriate security technologies. We retain Personal Data as may be required for business, legal, contractual, regulatory or compliance purposes, which may vary according to circumstances. We will take reasonable steps to dispose or anonymise Personal Data that is no longer needed.

You agree to only submit Personal Data which is accurate and not misleading and to keep it up to date and inform us of any changes to the Personal Data that you have provided to us. We shall have the right to request for documentation and carry out the necessary checks to verify the Personal Data provided by you as part of our user verification processes or as required under law.

(A) Collection of information about you

1. We collect various types of Personal Data from you through the App such as name, address, photos, videos, personal contact details or emergency contacts. Personal Data also includes personally identifiable wellness or fitness information (e.g. weight and height entries, survey responses on lifestyle behaviour) including various activities identified through the App, devices used in conjunction with the App such as HPB or commercial fitness trackers or apps. For your convenience, we may also display to you data you had previously supplied us or Singapore public sector agencies (e.g., Personal Data from your MyInfo Account Data such as your SingPass/MyInfo UUID, NRIC Number/FIN, sex, dialect, date of birth, mobile number, email, registered address, occupation, employment sector, marital status, local registered birth records and sponsored child records). For the avoidance of doubt, “Singapore public sector agencies” shall refer to public sector agencies as defined in the Public Sector (Governance) Act 2018 (No. 5 of 2018) (“**PSGA**”). This will speed up the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date, please supply us the latest data via the *Healthy365* app.

2. When you use the App, we may monitor your usage of the App and collect Non-Personally Identifiable Information which means information not associated with an identifiable individual. Non-Personally Identifiable Information may include information which would otherwise be Personal Information, but which has been de-identified or aggregated. We may collect such Non-Personally Identifiable Information through your activities and transactions on the App, your location and the browser, operating system or device which you use to access the App.

(B) How we use your information (including Personal Data)

1. We may use information collected from you for any one or more of the following purposes:
 - a. operating and providing services and campaigns to you, including but not limited to the planning, implementation and conduct of all programmes and campaigns, sending of marketing collaterals, sending personalised messages, notifications or nudges, evaluation of results, determination of winners, identifying and contacting you should you qualify for any rewards or commit a breach of any applicable terms and conditions, conducting investigation of any violation of the applicable terms and conditions,
 - b. administering, processing and facilitating any transactions or activities by you, whether with us, Singapore public sector agencies, third party service providers or collaborators, and whether for your own benefit, or for the benefit of a third party on whose behalf you are duly authorized to act,
 - c. helping us analyse the usage of the App or Challenge/programme engagement to understand the effectiveness and to improve the App, Challenges or other programmes,
 - d. devise, organise and implement programmes and other activities for or related to the promotion of good health and healthy lifestyles amongst the people of Singapore, health education programmes, and the prevention or detection of diseases,
 - e. conduct research and publish findings in academic and/or scientific journals.
2. We may contact you to obtain feedback and send information about the App and / or any programmes and campaigns conducted on the App or otherwise. In addition, we may contact you to seek your participation in future studies, for research and analytics purposes which will facilitate HPB's formulation of health promotion programmes and policies for the purposes set out in paragraph (B)2. In this regard, you hereby give HPB your express consent to use your Personal Data to contact you for the aforementioned reasons.
3. For better promotion of good health and healthy lifestyles amongst Singapore residents, your information in the App may be linked with or supplemented by other information available to HPB including information from Singapore public sector agencies' initiatives (e.g., Screen For Life, Healthier SG) and/or third parties, such as healthcare providers.

(C) Disclosure of your information (including Personal Data)

1. We may share necessary information with Singapore public sector agencies, so as to serve you in a most efficient and effective way, unless such sharing is prohibited by law.
2. We may also share your information with the following parties:
 - a. the recipient has been authorized to provide services on our behalf,
 - b. the recipient is our service provider who provides us with necessary services or services on our behalf including but not limited to IT services, hosting and maintenance services, organizing of our events, accounting, data analytics services, email messaging services, sending personalised messages, notifications or nudges, advertising services, marketing, delivery services, handling of payment transactions, etc.,
 - c. the recipient is our consultant or professional adviser including but not limited to accountants, lawyers and auditors,
 - d. is a third party with whom HPB partners or collaborates (e.g., WhyQ) to devise, organize and implement, or to provide support or assistance to any third parties in devising, organizing and implementing, any Challenges/programmes or activities referred to in paragraph (b) above, and/or
 - e. is a healthcare provider (e.g., public healthcare institutions, general practitioners) or care provider (e.g., Agency for Integrated Care) with whom HPB partners with for the implementation of Healthier SG (if applicable) and other initiatives.

HPB reserves the right to change its third parties. Your continued use of the App therefore represents your agreement to the disclosure and use of your data, where applicable, by third parties that HPB has service agreements with or is in collaboration with.

Your information may also be disclosed if required by law, such as pursuant to a subpoena, regulator oversight or other legal process.

(D) Location Data

1. Certain services which are available on the App may make use of location data sent from your mobile device. You can turn this function off at any time by turning off the location services settings for the App on your device. When you turn on your location services settings, you consent to allow us, Singapore public sector agencies, our licensees, and unaffiliated third parties (including third party service providers engaged by us) to transmit, collect, process and use your location data to provide and improve location-based products and services.

Proprietary Rights & Restricted Use

All contents on this App are the property of the HPB, save as otherwise indicated. All trademarks, brand names, product names and titles and copyrights used on this App ("**Intellectual Property**") are the property of their respective holders. No permission is given in respect of your use of any such Intellectual Property and such use may constitute an infringement of the holder's rights.

You shall not:

- a. use any of our logos or any of the following names or slogans:
 - i. 'HPB', 'Health Promotion Board', '保健促进局', 'Lembaga Penggalakan Kesihatan', 'சுகாதார மேம்பாட்டு வாரியம்';
 - ii. 'Eat Drink Shop Healthy', '吃吃、喝喝、买买, 保健大挑战';
 - iii. 'HealthLine', '保健热线', 'Talian Kesihatan', 'ஹெல்தலைன்';
 - iv. 'Healthy365 App', '健康 365 程序';
 - v. 'National Steps Challenge™', '全国健步大挑战™', 'Cabaran Langkah Kebangsaan™', 'தேசிய நடை சவால்';
 - vi. 'Lose To Win®';
 - vii. 'LumiHealth';
 - viii. Let's Beat Diabetes', '一同抗击糖尿病', 'Ayuh Kita Tewaskan Kencing Manis', 'நரிழிவு நோயிலிருந்து காப்போம்!';
 - ix. 'MOVE IT';
 - x. 'Prevent What's Preventable with Vaccination';
 - xi. 'QuitLine', '戒烟热线', 'QuitLine', 'குவிட்லைன்';
 - xii. 'Screen for Life', '定期体检, 益您一生', 'Pemeriksaan Kesihatan Demi Kehidupan', 'வாழ்நாளுக்கான பரிசோதனை (Screen for Life)';

whether registered or unregistered, in any way;

- b. reproduce or distribute the content in this App (including text, graphics, video, music or sound) to other persons;
- c. copy the content in this App onto another server; or
- d. make any commercial use of this App,

without the prior written permission of the HPB, and only if all Intellectual Property rights are not breached. You may request permission by emailing us at HPB_Mailbox@hpb.gov.sg.

You shall not upload, post or email to this App any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, objectionable or profane material, or any other content that could give rise to any civil or criminal liability under the law.

Rights and Obligations of the User

By using our App, including registering for a User Account, you represent, warrant and/or agree that:

- a. any and all information you provide is true and correct, and you remain fully responsible for the accuracy of the information given;
- b. you will supply us with the latest Personal Data via the *Healthy365* app, acknowledging that HPB has the right to request for documentation and carry out the necessary checks to verify the Personal Data provided by you as part of our user verification processes or as required under law;
- c. you consent to HPB disclosing to third parties and using any photographs, video recording, or other data collected from you or otherwise relating to your use of this App (identifiable data) for the following purposes, without further notice to you:
 - i. all purposes relating to the App, Challenges and programmes conducted on the App (including but not limited to the planning, implementation and conduct of activities, the evaluation of results, the determination of winners, the sharing of information with companies/organisations/institutions, and the award of prizes);
 - ii. historical or statistical research; and
 - iii. publication in academic or scientific journals

Suspension and termination

- d. HPB reserves the right to suspend your use of your account for a duration of time to be determined by us or terminate your account at any time without prior notice to you if you are in breach of these terms and conditions, the terms and conditions governing your participation in a Challenge, or for any other reason as determined by us at our sole and absolute discretion.
- e. In addition, in the event of (a) your death, (b) your renouncement of your Singapore citizenship, (c) changes to your residency status in Singapore (for instance from holding a Work Pass to a Singapore Citizen or Permanent Resident), or (d) expiry of your Employment Pass, HPB reserves the right to either suspend or terminate your use of your account and any rewards collected or accumulated by you shall be deemed to have been forfeited.
- f. For as long as your account is active, you acknowledge that we shall have the right, at our sole and absolute discretion, without any prior notice to you, to:- (a) access your account and its contents as and when we consider necessary for specific purposes, including but not limited to, identifying or resolving technical problems with your account; (b) block your access to your account for the purposes of investigation of any breaches by you of these terms and conditions or the terms and conditions of a Challenge, or if we suspect that there is a compromise in the security of your account, (c) suspend, discontinue, remove or disbar you from the use of your account should there be any breaches by you or suspicion of irregular transactions, fraud, in which event, you may be referred to the relevant law enforcement agencies for investigation (where necessary); and/or (d) claw back any rewards accumulated by you in the event of (i) your breach of any of these terms and conditions and/or breach of any Challenge terms and conditions, (ii) any accumulation of such rewards through fraud or forgery, and/or (iii) any accumulation of such rewards through a system glitch or technical error in relation to the App and/or a Challenge. In the event the rewards have been utilised or HPB for any reason is unable to claw back or recover such rewards as set out in the foregoing, HPB shall be entitled to claim a sum equivalent to the total sum of the rewards as a debt owing to HPB.

Withdrawal from Healthy 365

- g. If you wish to withdraw from Healthy 365, you may do so through the App by choosing "Withdraw from Healthy 365" in settings or contacting our Customer Care hotline at 1800 567 2020. We may require that you provide certain information to process your request.
- h. If you withdraw from Healthy 365, there may be a cessation of the services offered by Healthy 365 to you and no additional information will be collected about you. However, information that was previously collected or generated about you may continue to be used as described in this Policy.
- i. After withdrawal, HPB will keep your data in accordance with any relevant applicable law, and in compliance with legal guidelines, if any.