

## TERMS AND CONDITIONS GOVERNING THE HEALTH INSIGHTS SINGAPORE (“hiSG”) in GUSTO WOMEN & CHILDREN STUDY

The following terms and conditions (“T&Cs”) as may be amended and/or modified from time to time by the Health Promotion Board (“HPB”), shall apply to the *Health Insights Singapore in Gusto Women & Children Study* (“Study”). By participating in the Study, you, the Mother (as defined hereafter) and the Child (as defined hereafter) collectively as a pair of participants forming the Team. **“Participants” refers to both you, the Mother and the Child or “Participant” refers to either you, the Mother, or the Child.** Participants agree to be bound by the T&Cs when they participate in the Study.

**By agreeing to participate in the Study, you, as the Mother, agree to the T&Cs as set out below on behalf of yourself and the Child. You agree to supervise and be responsible for your Child’s conduct in this Study.** If you, the Mother do not agree to or are not comfortable with any of the T&Cs, please do not participate in the Study.

### **1 GENERAL INFORMATION**

- 1.1 The Study is a technology-enabled study conducted by HPB, which seeks to better understand the health behaviours and lifestyles of Singapore residents.
- 1.2 The Study comprises a 6-month committed period and an 18-month optional period, totaling 24 months in duration. The committed Study Period is for six (6) months commencing from the date indicated in the hiSG’s mobile application (“**hiSG App**”). This is referred to as the “Committed Study Period”. After the expiry of the Committed Study Period, the Participant has an option to continue on with the study for an additional successive eighteen (18) months. This 18-month study period is optional and is referred to as the “Optional Study Period”.
- 1.3 Data collected for the Study will be used by HPB to gain a deeper understanding of health behaviours among Singapore residents and capture the associations across multiple health domains (the “**Objective**”). Such data may also be used without limitation, to develop mass-personalisation programmes to benefit the wider population in Singapore, which will in turn contribute to the development of health promotion policies and programmes in Singapore.
- 1.4 To participate in the Study, Participants will need to provide HPB with their informed consent to the nature, risks and benefits of participating in the Study (the “**informed consent**”).
- 1.5 Following the informed consent, HPB will issue a smart wearable device (“**Device**”) to each of the Participants that will be synchronised with the Mother’s smartphone, as set out in section 3. The Device will collect the Participants’ health data and information such as physical activity, heart rate and sleep that will be sent to hiSG App. Participants will also be required to log the information of their meals and answer survey questions on the hiSG App.
- 1.6 The Participants’ reimbursement will commensurate with their individual contribution to the Study through loyalty points and other equivalent rewards.
- 1.7 In the event of a conflict between the terms of the informed consent and these T&Cs, the term of the informed consent shall prevail to the extent of such a conflict.

### **2 PARTICIPATION IN THE STUDY**

## Eligibility

- 2.1 The Study is only open to persons who are part of the Growing Up in Singapore Towards healthy Outcomes birth cohort (GUSTO) study are able to participate in the Study and who fulfil the criteria as set out herein.
- 2.2 To participate in this Study, there must be two (2) Participants in each team, as follows (collectively, the “Team”):-
- (a) A female adult over the age of twenty-one (21) (the “Mother”); and
- (b) a minor below the age of eighteen (18) who must be the biological child of the Mother (the “Child”).
- 2.3 Each Team will require one smartphone with an operating system compatible with hiSG App and a Singapore-registered mobile number.
- 2.4 HPB may include additional eligibility criteria, such as but not limited to age range.
- 2.5 HPB reserves the right to select the final list of Participants for the Study from the pool of interested registrants based on demographics and lifestyle indicators (“**Selection**”) to ensure a good mix of Participants for the analysis of data.
- 2.6 HPB reserves the right to discontinue the participation, at any point during the Study at its sole discretion, of any Participant who has been found to have provided false information upon submitting his or her application to participate in the Study or whom HPB deems ineligible for participation. In such cases, the Participant shall be deemed to have withdrawn from the Study prematurely and shall be required to comply with the withdrawal procedure as prescribed in Section 4 of these T&Cs.

## Commitment Required for Participation

- 2.7 By consenting to participate in the Study, the Participants agree to meet the following minimum requirements of use (“**Minimum Requirements**”) during the committed Period:

Activity	Unit	Minimum requirements of use
Wearing of the study Device	Monthly	At least 8 hours a day on at least 10 days (comprising at least 7 weekdays and 3 weekends).
Wearing of the study Device to sleep	Monthly	At least 2 weekdays (Sun – Thurs nights) and 2 weekends (Fri - Sat nights)
Meal logging	Monthly	All meals a day on at least 3 days (comprising 2 weekdays and 1 weekend).  Meals can be logged by manually searching the item in the hiSG mobile app, taking a photograph and uploading the same to the app or by

		scanning the barcode on applicable packaged food and beverage products.
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- 2.8 Should the Mother and/or Child fail to meet any of the Minimum Requirements at any point during the Committed Study Period, both Mother and Child shall be deemed to have withdrawn prematurely from the Study. **The Team shall then be required to comply with the withdrawal procedure as specified in Section 4 of these T&Cs.**
- 2.9 The Mother shall set up a Direct Debit Authorization arrangement with HPB upon Selection, thereby authorising HPB to collect payment from her bank account, as outlined in **Schedule 1**, should there be any outstanding payment owed by the Participants to HPB pursuant to these T&Cs.

### **Compensation and Rewards**

- 2.10 Each Participant will earn “**HPB Healthpoints**” for their participation in the Study by:
- a) Wearing the Device
  - b) Logging meals
  - c) Logging sleep
  - d) Responding to survey questions delivered on the mobile app and/or Device
- 2.11 HPB Healthpoints earned by the Participant will be accumulated and redeemable within hiSG App. All HPB Healthpoints accumulated under the Study will be consolidated with HPB Healthpoints earned from other HPB programmes and initiatives.
- 2.12 HPB reserves the right to determine and amend, at any point in time at its sole discretion, the number of HPB Healthpoints awarded for each activity in the Study.
- 2.13 HPB reserves the right to award HPB Healthpoints for additional tasks not specified in this document.
- 2.14 Any and all HPB Healthpoints awarded under the Study are strictly personal to the Participant only, and the Participant shall not transfer or assign his/her HPB Healthpoints to any other person.
- 2.15 By participating in the Study, the Participant also agrees to the “**Terms of Use**” applicable to the use of HPB Healthpoints found at [www.healthhub.sg/rewards](http://www.healthhub.sg/rewards). The Terms of Use may be amended and/or modified from time to time at HPB’s sole discretion. The Participants’ continued participation in the Study thereafter represents their agreement to such amendments.
- 2.16 Please refer to **Schedule 2** for more information about the rewards breakdown.

### **3 STUDY DEVICE**

- 3.1 For the purpose of the Study, HPB will be issuing each Team with two study Devices for the Study Period, one for each Participant. The Devices and any accessories thereof (e.g. straps, charging cable) shall remain the property of HPB at all times throughout the Study Period. The

Devices will be deemed issued by the Mother personally collecting the Devices on her and the Child's behalf, at a location to be specified by HPB upon payment of the Deposit.

The risk of loss or damage to the Device shall pass to the Participant once the Devices are issued or deemed issued in accordance with either clause 3.1(a) or 3.1(b).

- 3.2 Upon completion of the Study Period without early termination or withdrawal, the ownership of the relevant Devices shall be automatically transferred from HPB to the Team with immediate effect. By way of illustration only, if a Team enrolls into the Study with the Study Period commencing on 1 Jan 2024 and completes their Committed Study Period on 30 June 2024, the ownership of the Devices shall be fully transferred from HPB to the Team on 30 June 2024, i.e. at the expiry of the Committed Study Period. The Team shall not be held liable or answerable to HPB for any matters relating to the Devices and accessories thereof (e.g. loss, damage or sale of the Devices and/or accessories thereof) from 30 June 2024. HPB likewise shall not be responsible for any matters relating to the Devices and accessories thereof *vis-à-vis* the Participants when the ownership of the relevant Devices is transferred automatically to the Team, i.e. from 30 June 2024. For the avoidance of doubt, if a Team's participation in the Study is terminated prematurely for any reason whatsoever, prior to the expiry of the Committed Study Period, the ownership of the Devices shall remain with HPB in full and the Participants shall not have any right or ownership in the Devices.
- 3.3 The Participants shall not exchange the Devices with or loan, sell or cause the Devices to be in the possession of other persons at any time throughout the Committed Study Period. Upon Device issuance, the unique serial numbers of each Device shall be recorded under and linked to respective Participants' Fitbit accounts. HPB will be alerted should the issued Device be delinked or removed from the Participants' registered Fitbit accounts.
- 3.4 **HPB reserves the right to take legal action against Participants who exchange the Device with or loan, sell or cause the Device to be in possession of other persons at any time during the Committed Study Period as the rightful owner of the Device and its accessories.**
- 3.5 The Participants shall ensure that they are the sole user of the Devices issued by HPB at all times throughout the Study Period and that all information provided by the Participants to HPB, including but not limited to user profile, demographics, responses to survey questions as well as logging of meals *via* hiSG App are true, accurate and based solely on their own information.
- 3.6 **HPB reserves the right to terminate the participation of any Participants, at any point in time during the Committed Study Period, who has been found at HPB's sole determination to have not complied with Section(s) 3.3 and/or 3.5. The termination shall be deemed as withdrawal from the Study and the terms set out in Section 4 shall apply as if the Participants has withdrawn from the Study prematurely should this occur during the Committed Study Period.**

### Faulty Devices

- 3.7 The Participants shall at all times during the Committed Study Period exercise proper care of the Devices and its accessories and adhere to the instructions of use and care as recommended by the manufacturer (as may be available on the user manual and/or manufacturer's website).
- 3.8 Each Device shall be covered by a manufacturer's warranty as provided by the manufacturer of the Device ("**Device Warranty**") for **one (1) year** commencing from the respective date of issuance of the Device to Participants ("**hiSG Device Warranty Period**"). The Device Warranty covers manufacturing defects only, such as defects in materials and workmanship. For the avoidance of doubt, the Device Warranty does not cover wear and tear, abuse or misuse and damage arising from the Participant's fault, lack of care, negligence or failure to follow instructions relating to product use.
- 3.9 Should the Device be determined to be faulty due to manufacturing defects within the hiSG Device Warranty Period, the Participants may contact the manufacturer for direct replacement service against the Device Warranty.
- 3.10 For faulty Devices arising from the Participants' lack of care, negligence, abuse, misuse, failure to follow instructions relating to product use or otherwise excluded from the manufacturing defects, during the Committed Study Period, the **Participants shall pay for the cost of replacing the Device according to the rates set out in Schedule 1.**
- 3.11 For faulty Devices arising from the Participant's lack of care, negligence, abuse, misuse, failure to follow instructions relating to product use or otherwise excluded from the manufacturing defects, during the Optional Study Period, the **Participant can choose to purchase a replacement device at their own expense to continue on with the study or choose to withdraw from the study with no penalty.**

### Lost/Stolen Devices

- 3.12 In the event that the Device was lost or stolen during the Committed Study Period, the Participants shall inform HPB immediately and follow the procedure as set out in Section 3.12 of these T&Cs. In the event that the Device was stolen, the Participants shall also make a police report and provide HPB with a copy of the report as soon as possible.
- 3.13 The Participants shall make payment to HPB for the replacement of the Device in accordance with the rates set out in **Schedule 1**. Upon receipt of the aforesaid payment from the Participants, HPB shall issue a new Device for the Participants to resume participation in the Study for the Committed Study Period.
- 3.14 Any extenuating circumstances may be considered by HPB on a case-by-case basis at HPB's sole determination upon request by the Participants. Any decision made by HPB shall be final.
- 3.15 In the event that the Device was lost or stolen during the Optional Study Period, the Participant can choose to purchase a replacement device at their own expense to continue on with the study or choose to withdraw from the study with no penalty.

#### 4 TERMINATION OF PARTICIPATION

- 4.1 A Team's participation in the Study shall be terminated with immediate effect upon occurrence of any of the following events:
- a) One or both Participant(s) of the Team notifies HPB in writing that they wish to terminate their participation before the expiry of the Committed Study Period;
  - b) Either or both Participant(s) of the Team fails to meet the Minimum Requirements as set out in Section 2.6 at any point during the Committed Study Period;
  - c) HPB notifies the Team of the termination of their participation due to fraud or unlawful acts committed by a Participant of the Team; and/or
  - d) HPB notifies the Team of the termination of their participation due to a breach of any of the T&Cs by a Participant of the Team at any point during the Study Period.
- 4.2 The Team withdrawing from the Study shall:-
- a) Return the Devices within seven (7) days in its original working condition, if neither of the Participants wish to keep the Devices for personal use upon withdrawal; or
  - b) if the Participants wish to keep the Devices for personal use upon withdrawal, the Mother is to pay to HPB the Device takeover fee based on the duration of participation in the study, in accordance with the rates set out in **Schedule 1**. HPB shall collect the aforesaid fee *via* the Direct Debit Authorization set up by the Mother after Selection. Upon payment of the Device takeover fee, the Participants may keep the Devices.
- 4.3 Should the Team fail to return the Devices or return the Devices but not in their original working condition upon withdrawal during the Committed Study Period, the Mother shall pay the Device takeover fee based on the duration of participation in the study, in accordance with **Schedule 1**.
- 4.4 All HPB Healthpoints and rewards earned and redeemed by the Participants during the course of participation in the Study prior to date of withdrawal shall not be affected or revoked by HPB.
- 4.5 Upon withdrawal, HPB will deactivate the Participants' hiSG App accounts and will cease to have access to the Participants' data.
- 4.6 Any and all data that have been collected by HPB pursuant to the Participants' participation in the Study prior to the Participants' withdrawal will continue to be kept by HPB and utilised for the purposes of the Study.
- 4.7 **HPB reserves the right to take legal action against Participants who have withdrawn from the Study prior to the expiry of the Committed Study Period but did not comply with any of the terms set out in these T&Cs.**

#### 5 DATA PRIVACY AND CONFIDENTIALITY

- 5.1 All data and information provided by Participants and collected for the Study and/or during the Study Period shall be managed in accordance with the HPB's Data Protection Policy. Please refer to [www.hpb.gov.sg/data-protection-policy](http://www.hpb.gov.sg/data-protection-policy) for more details.
- 5.2 By participating in the Study, the Participants consent to HPB's collection, use and/or disclosure of all data collected by and/or transmitted through the Device *via* hiSG App. The Participants acknowledge and agree that by linking and synchronising hiSG App with the Participants' Devices accounts, data from the Participants' Devices will be transmitted to hiSG App *via* the Devices' server.
- 5.3 By participating in the Study, the Participants acknowledge and agree that their personal information submitted to or transmitted *via* hiSG App shall be treated in accordance with HPB's Privacy Statement (as made available at <https://www.hpb.gov.sg/privacy-statement>) and these T&Cs, and that they shall be bound by the terms thereof. HPB reserves the right to change the terms of HPB's Privacy Statement at any time at its sole discretion. The Participants' continued use of hiSG App represents the Participants' agreement to any such amendments. If there is any conflict between HPB's Privacy Statement and these T&Cs, these T&Cs will prevail.
- 5.4 By participating in the Study, the Participants consent to the collection, use and disclosure of their personal information by HPB for the purposes as set out herein. To safeguard the Participants' personal data, HPB shall ensure that all electronic storage and transmission of personal data is secured with appropriate security technologies.
- 5.5 All rights to the information and data collected by or captured within hiSG App as well as all other data, statistics and/or analysis created or derived in connection with or as a result of the Participants' participation in the Study shall vest in HPB.
- 5.6 HPB may use the data and/or information collected (including but not limited to the personal data), in conjunction with other data sources, in furtherance of and pursuant to the Objective. For the purposes of these T&Cs, "personal data" shall have the meaning as defined in the Personal Data Protection Act 2012.
- 5.7 HPB will ensure that only anonymised statistical information will be used for publication in academic or scientific journals.
- 5.8 HPB may share the Participants' personal data collected pursuant to the Study with other Government agencies in furtherance of and pursuant to the Objective and, to the extent necessary to serve the Participants in a most efficient and effective way, unless such sharing is prohibited by law.
- 5.9 HPB shall not share the Participants' personal data with non-Government entities, except where such entities have been authorised by HPB to carry out functions on HPB's behalf for the purposes set out herein and the Objective.

## **6 OTHER TERMS AND CONDITIONS**

- 6.1 HPB may vary the terms and conditions of these T&Cs and/or any other documents mentioned in herein without notice or discontinue or withdraw the Study at any time without any further notice or liability to any Participants. In the event that HPB discontinues or

withdraws the Study, the Participants' participation shall not be deemed to have terminated and shall not be liable under Section 4.

- 6.2 The Participants agree to abide by all the terms and conditions governing the use of hiSG App, which can be found embedded within the hiSG App.
- 6.3 To the fullest extent permitted by law, HPB shall not be liable for any injuries sustained/casualty that arises directly and/or indirectly from the Participants' participation in the Study or use of hiSG App.
- 6.4 To the fullest extent permitted by law, 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 Participants, 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 employees, directors, servants or agents, even if HPB or its employees, directors, servants or agents are advised of the possibility of such Losses.
- 6.5 HPB reserves the right to investigate cases of suspected fraud and suspend the Participants' participation status and accumulation of HPB Healthpoints during the investigation period.
- 6.6 HPB reserves the right to terminate the participation of and/or withdraw compensation and/or rewards from any person who is in breach or not compliant with any of the terms of these T&Cs at its sole discretion.
- 6.7 The Participants agree and consent to being contacted by HPB at any time to obtain feedback on the Study, the Device, hiSG App and/or any other matters related thereto.
- 6.8 By participating in the Study, the Participants agree to be bound by and to comply with the T&Cs.



**Schedule 1: Schedule of rates payable by the Participant during the 24 months (6-month Committed Period and 18-month Optional**

	Scenario	Required payment by participant			
		6-month Committed Period		18-month Optional Period	
		1 <sup>st</sup> - 6 <sup>th</sup> mth	7 <sup>th</sup> - 12 <sup>th</sup> mth	13 <sup>th</sup> - 18 <sup>th</sup> mth	19 <sup>th</sup> - 24 <sup>th</sup> mth
1	Device fault due to manufacturer's defects	\$0 New unit replaced by Fitbit (1 year warranty)		Own expenses	
2	New Device has to be issued due to negligence This applies to both lost and user-damaged Devices.	Sum of the rate(s) of the corresponding device(s) as stated in Table 1 ("Total Rate") <sup>1</sup>		Participants can choose to buy a replacement set at their own expense or drop out of the study with no penalty.	
3	Premature withdrawal	\$20 administrative fee <u>AND</u> Return device in its original working condition <i>or</i> pay a takeover fee of \$198.		N/A	

<sup>1</sup> The Total Rate is the sum of the rates of corresponding devices. For example, if only the participating mother has to be issued a new device due to reasons other than manufacturing defects, Total Rate is \$198. If both participating mother and child have to be issued a new device each due to reasons other than manufacturing defects, Total Rate is the sum of rates for both devices issued to the mother and the child, which is \$396 (i.e., \$198+\$198).

**Schedule 2: Breakdown of rewards for participation over the course of the Study**

<b>Reward type</b>	<b>1<sup>st</sup> – 6<sup>th</sup> mth</b>	<b>7<sup>th</sup> – 12<sup>th</sup> mth</b>	<b>13<sup>th</sup> – 18<sup>th</sup> mth</b>	<b>19<sup>th</sup> – 24<sup>th</sup> mth</b>
<b>Variable reward</b> You and your child will be rewarded as and when you synchronise the device, log meals, respond to surveys etc. The higher the levels of participation, the more rewards you will earn.	\$15 - \$60	\$0 - \$80 (est.)	\$0 - \$100 (est.)	\$0 - \$100 (est.)
<b>Bonus Milestone Reward for remaining in study and meeting study requirements</b> You and your child will be rewarded with a bonus milestone reward at the end of each half-year as long as both of you meets the monthly minimum requirements.	\$0	\$20*	\$20*	\$20*
<b>Total reward per half year</b> This is the range of reward that you and your child are eligible to receive during each half year.	\$15 - \$60	\$00 - \$100	\$0 - \$120	\$0 - \$120
<b>Cumulative total reward at end of each half year</b> This is the range of total reward that you and your child are eligible to receive at the end of each half-year.	<b>\$15 - \$60</b>	<b>\$15 - \$160</b>	<b>\$15 - \$280</b>	<b>\$15 - \$400</b>

Notes: Rewards will be given out via HPB Healthpoints. Please refer here (<https://www.healthhub.sg/programmes/182/healthhub-rewards>) for more information on HPB's Rewards Programme. Schedule 2 shows the breakdown of rewards that each participating mother and child can receive over the course of the Study. Maximum values are estimates and depend on the number of non-compulsory study activities such as completion of surveys available during the study period. Above estimates are accurate as of print. Amounts may be revised upwards during the course of the study.

\*Bonus milestone reward only applicable if participant meets study requirements throughout the 6 months.

### Schedule 3

#### List of hiSG Study Devices

<b>Participant</b>	<b>Device Model</b>	<b>Maximum Rate</b>
Issued to participating mothers and children	Fitbit Luxe	\$198

Notes: Model of Device to be issued for each Study Period is determined by HPB at its sole discretion.

The Rates indicated in Schedule 3 are the maximum Rates and the actual Rate charged to Participants may be lower than stated in Schedule 3, based on HPB's sole discretion. HPB will inform participants should there be any changes to the 'Rate' at the point of payment.