

Health Promotion Board

Terms and Conditions governing the use of the *Healthy 365* mobile application.

Last Revision Date: 3 January 2023

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. HPB reserves the right to change these terms and conditions at any time at its sole discretion. Amendments will take effect when posted on this App. Your continued use of this App thereafter represents your agreement to any such amendments.

Through your use of this 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 to the extent of such conflict/inconsistency.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS APP.

Eligibility

Effective from 5 January 2023, only Singapore residents with a Singpass account and who are at least 15 years of age will be eligible to sign up for and use an App account. You can check your eligibility and register for a Singpass account at <https://www.Singpass.gov.sg/home/ui/support>. The eligibility criteria of the terms and conditions governing the Challenge that you wish to participate may additionally apply.

Liability

This App and all information contained in it are provided on an "as is" and "as available" basis, without any express or implied warranties of any kind, including but not limited to, warranties about the accuracy, completeness, currentness, or suitability for any purpose of the information in this App, and without any support or other services by HPB.

HPB does not guarantee that access to this App will be uninterrupted or error free. To the fullest extent permitted by applicable laws, HPB on behalf of its directors, officers, employees, agents, suppliers, licensors, service providers and other third parties who are HPB's partners for any particular Challenge ("HPB Partners"), 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 this App or any website with which they are linked, or any products or services available on this App. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. HPB does not guarantee or warrant that files accessed on, and/or available for downloading from, this App are or will be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. You shall access and download information from this App at your own risk.

You agree that you will not, directly or indirectly, (i) modify, reverse engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of this App; (ii) use this App for any commercial purpose or for the benefit of any third party (save where authorised by HPB), including renting, selling, leasing or directly or indirectly charging others for the use of this App; (iii) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of this App; (iv) access, submit or use any data that is not yours, or which you are not validly authorised to access, submit or use; (v) misrepresent or make false or misleading claims regarding this App; (vi) use this App for any illegal activity, unlawful purpose, or purposes prohibited by these terms and conditions or in breach of these terms and conditions; (vii) use any device, software, exploits or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of this App or to intercept or expropriate any data from this App; and/or (viii) use this App to access data not intended for you. In addition, you agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the access and use of this App, including any amendments to the foregoing, issued by HPB from time to

time, as well as all applicable laws and regulations. Where you are an individual user, you represent and warrant that information submitted by in the creation of an account on this App are accurate, true and correct.

The health information and other information on this App are general in nature. It is provided as a public service and for information purposes only. This information does not constitute medical advice, legal advice or professional services. In particular, the health information on this App is not intended as a substitute for seeing your doctor or other professional advisor. Always consult your doctor if you have any specific health care needs. Your doctor can provide the necessary medical diagnosis and treatment. Do not rely on the information on this App to self-diagnose your illness. You should never disregard medical advice or delay seeking such advice because of anything you read on or through this App. HPB, and HPB Partners will not be responsible, under any theory of liability or indemnity, for your use of or reliance on the information on this App.

Links to Third Party Websites

HPB is not liable or responsible in any way for any user generated content. HPB does not have any control or supervision over, and is not responsible for, what users access through this App and is not responsible for any inappropriate, offensive, obscene, infringing, unlawful or otherwise objectionable or illegal user generated content you may encounter on this App or arising from your use of this App.

This App may contain links to other websites ("Linked Website") owned and/or operated by third part(ies) who are not related or affiliated to HPB. The Linked Websites are not under the control or supervision of HPB and HPB is not accountable or responsible for the content of any Linked Websites or any hyperlink contained therein, and makes no representation or warranty with respect to the content of any such third party sites.

HPB provides these links to you solely for the purpose of convenience and the inclusion of any link does not imply any endorsement or approval of the Linked Websites by HPB. Your link to any such Linked Website is entirely at your own risk. HPB is not a party to any transaction or arrangement between you and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of such site, in addition to the terms and conditions herein. If there is any inconsistency, these terms and conditions shall supersede.

This App may also contain third party advertisements (that may or may not contain embedded hyperlinks or referral buttons to Linked Websites). The display of such advertising does not in any way imply a recommendation or endorsement by HPB of the relevant advertiser, its products or services or any such Linked Website. You are referred to the relevant advertiser for all information regarding the advertiser and its products and/or services. To the extent permitted by law, HPB accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

Privacy Statement

Personal Data submitted to HPB via this App will be treated in accordance with the [HPB Privacy Statement](http://www.hpb.gov.sg/privacy-statement) set out in www.hpb.gov.sg/privacy-statement ("Privacy Statement") and H365 Privacy Statement set out in [Healthy 365 by the Health Promotion Board \(HPB\) Singapore](#).

Terms for Registration and Participation in Events on Healthy365

HPB may cancel any event at any time for whatever reason, for example due to unavailability of venue, safety grounds etc. with advance notice being given to participants via in-app notification and/or email.

HPB and/or HPB's authorised service providers reserve the right to refuse your admission to the event if your behaviour causes disruption to the event, including the ground staff and other event participants.

Participants must be at least 15 years old. Children under 15 years old ("dependents") can be added to their parents' or guardian's account for booking of parent-child events (w.e.f. 7th February 2023).

- (a) By adding the dependents to the parent/guardian's account, the parent/guardian is deemed to have given consent for the dependents to take part in the parent-child events.
- (b) Parent/guardian to declare the health status (GAQ as defined below) on behalf of their dependents at the point of registration to ensure that the dependents are physically fit to participate in the activities (specific to physical activities only).
- (c) Parent/guardian who registered but did not bring along their dependents for the parent-child event may be denied participation.

Participants who default on their session will be given a 7-day penalty, disallowing new bookings to be made during the penalty window. Should a participant default on another session during the 7-day window, the penalty window will reset for another 7 days. This applies to both on-ground and virtual events.

Additional terms and conditions may apply to a specific event.

Any content shared during the events are not to be taken as medical advice or consultation.

Health Advisory for Physical Activity Events

HPB strongly recommends that participants consult with their physician before beginning any exercise program. Participants should be in a good physical condition to participate in any physical activity events. Participants also understand that when participating in such physical activity events, there is the possibility of physical injury or death. Participants agree that they do so at their own risk, are voluntarily participating in the activities, 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 participating in the physical activity events. Participants with medical conditions or specific healthcare needs should first consult their physician. Participants should not participate if they are not feeling well.

You must read, complete and declare the ***Get Active Questionnaire (GAQ)*** which is a self-assessment of your and/or your dependents physical conditions to ensure that you and/or your dependents are medically fit to participate in the physical activity events. You are responsible for answering the questions in the GAQ correctly and without any misrepresentation of your and/or your dependents actual and/or known physical and medical conditions. If there is a change in your health status, you can re-submit the GAQ. Please note that this can only be done once a day.

General

In these terms and conditions, unless the context otherwise requires, the headings are inserted for convenience only and shall not affect the construction of these terms and conditions.

If any provision of these terms and conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these terms and conditions but without invalidating any of the remaining provisions of these terms and conditions.

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these terms and conditions shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and remedies under or pursuant to these terms and conditions are cumulative, may be exercised as often as we consider appropriate and are in addition to our rights and remedies under general law.

These terms and conditions and the relationship between you and HPB shall be governed by, and interpreted in accordance with, the laws of Singapore. In respect of any legal action or proceedings arising out of or in connection with these terms and conditions or this App, you shall irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of HPB to institute proceedings in any other jurisdiction.

Please review these terms and conditions periodically for changes and updates. To determine when these terms and conditions were last revised, please refer to the Last Revision Date stated at the beginning of these terms and conditions.