

# Health Promotion Board Terms and Conditions governing the use of the Healthy 365 mobile application.

Last Revision Date: 18 Sep 2023

## 1. Introduction

The Healthy 365 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. It is your duty to regularly review and keep yourself updated on the latest Healthy 365 Terms and Conditions on the 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.

## 2. Summary Of Key Terms & Conditions

The following is meant as a summary, and is not to be taken into consideration when understanding how these terms and conditions apply.

- (i) If you meet certain criteria, you will automatically be signed up for Challenges. See clause 4 and the annexes for details.
- (ii) The health advice on this App is general in nature and not a substitute for professional advice. More details in clause 5.
- (iii) HPB is not responsible for third party content or website. See clause 6 for details.
- (iv) Your personal data will be handled as per HPB's privacy statements. More in clause 7.
- (v) Consult a doctor before starting any exercise programmes. More details in clauses 8 and 9.

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

## 3. 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.

## 4. Terms for Participation in Challenges on Healthy 365

By registering and continuing to use this App, you acknowledge and agree to participate in Challenges listed in Annex A that may change from time to time, and be bound by the respective terms and conditions of the Challenges. The terms and conditions of each Challenge can be found in Home screen - Explore - Programmes - Challenge - View More - Terms and Conditions. It is your duty to regularly review and keep yourself updated on amongst other things, the latest Healthy 365 Terms and Conditions on the App for the most up-to-date list of Challenges. If you wish to stop participating in a Challenge, you have to write in to HPB\_Mailbox@hpb.gov.sg. HPB will notify you when your participation is withdrawn.

## 5. 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.

The App and its contents are provided "as-is" and "as available" with no explicit or implicit guarantees, including reliability or completeness of the information. HPB does not and will not assure you that the App will work without any interruptions or error free. HPB is not and will not be liable for any problems you may face when you use this App. Additionally, HPB and its partners are not and will not be responsible for any type of damages or losses you suffer or sustain from your use of this App.

You are not allowed to modify the App or any components of it, use it for unauthorized purposes, or engage in any activities that disrupt its intended functions (or that may disrupt its intended functions). You also need to adhere to any guidelines set by HPB on the use of the App.

The health information provided in the App is general and such information must not replace professional medical advice. You must consult a doctor for your specific health needs. Neither HPB nor its partners will be liable to you if you rely on the App's information in place of professional medical or other professional advice.

## **6. Links to Third Party Websites**

HPB is not responsible for content created by users on this App. HPB does not oversee or control users' access. If you encounter content you find offensive or inappropriate, HPB is not liable for that.

The App may have links to other websites not managed by HPB. HPB is not responsible for the content on those sites and linking does not mean HPB endorses them. Use these links at your own risk and note that different terms may apply on those sites. Your use of those sites are subject to their respective terms and conditions.

Third-party ads on the App are not endorsed by HPB. Interaction with advertisers is your responsibility. HPB is not liable for any issues that may arise from those interactions.

## 7. Privacy Statement

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

## 8. Terms for Registration and Participation in Events on Healthy 365

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. 7<sup>th</sup> 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.

## 9. Health Advisory for Physical Activity Events

HPB strongly recommends that participants consult with their doctor 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 doctor. 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.

## 10. 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.

## **Annex A: List of Challenges**

By registering and continuing to use this App, you agree to the terms and conditions of these Challenges:

[\(i\) National Steps Challenge™](#)

[\(ii\) Eat, Drink, Shop Healthy Challenge](#)

(Click on the links above to view the terms and conditions of the Challenges)