

Health Promotion Board

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

Last Revision Date: 31 August 2022

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, 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 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 ("set out in <https://www.hpb.gov.sg/privacy-statement>) ("Privacy Statement") and these terms and conditions. In using this App, you acknowledge and agree to be bound by the Privacy Statement and these terms and conditions. If there is any conflict amongst the Privacy Statement and these terms and conditions, these terms and conditions will prevail. 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. To safeguard your Personal Data, all electronic storage and transmission of Personal Data is secured with appropriate security technologies.

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, emergency contacts or email address. 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. We may also collect Personal Data from your MyInfo Account Data which includes your SingPass/MyInfo UUID, sex, dialect, date of birth, mobile number, email, registered address, occupation, employment sector, marital status, local registered birth records and sponsored child records as well as your NRIC Number/FIN.
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

1. We will use Personal Data and Non-Personally Identifiable Information collected from you for the purposes of operating and providing services and campaigns to you on the App. They include but not limited to the planning, implementation and conduct of all programmes and campaigns on the App, 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, helping us analyse the usage of the App to understand overall effectiveness of the App, and to improve the App.

2. We may use the Non-Personally Identifiable Information to devise, organise and implement: -
 - a. Programmes and other activities for or related to the promotion of good health and healthy lifestyles amongst the people of Singapore,
 - b. Health education programmes, and
 - c. Programmes and other activities for or related to the prevention or detection of diseases.
3. We may also use your Non-Personally Identifiable Information for publication in academic and/or scientific journals.
4. We may contact you to obtain feedback and send information about the App and / or any programmes and campaigns conducted on the App. 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.

(C) Disclosure of your information

1. We may share necessary Personal Data and Non-Personally Identifiable Information with the Government and other statutory boards, 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 Personal Data and Non-Personally Identifiable 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 including but not limited to IT services, hosting and maintenance services, organizing of our events, accounting, data analytics services, email messaging services, advertising services, delivery services, handling of payment transactions, marketing, etc,
 - c. the recipient is our consultant or professional adviser including but not limited to accountants, lawyers and auditors, and/or
 - d. third parties with whom HPB collaborate to devise, organize and implement, or to provide support or assistance to any third parties in devising, organizing and implementing, any programmes or activities referred to in paragraph (b) above.

Your Personal Data and Non-Personally Identifiable 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, the Government of Singapore and other statutory boards, our licensees, partner government agencies 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', 'வெஸ்தலைன்';
 - 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', 'நீரிழிவு 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', 'வாழ்நாளூக்கான 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 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

- iv. 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.
- v. 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.
- vi. 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

- vii. 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.
- viii. If you withdraw from Healthy 365, no additional data will be collected about you, however, data that was previously collected about you may continue to be used as described in this Policy.
- ix. After withdrawal, HPB will keep your data in accordance with any relevant applicable law, and in compliance with legal guidelines, if any.