



# Santa Giving Terms and Conditions

Santa Giving (the "Challenge") is jointly brought to you by the Health Promotion Board and the Singapore National Employers Federation (the "Organisers"). The following Terms & Conditions ("T&Cs") and all subsequent revisions or amendments made by the Organisers shall apply. Participation in the Challenge signifies your agreement to be bound by the T&Cs.

## 1. **OVERVIEW**

- 1.1. The Challenge is a distance-based thematic challenge to encourage participants (the "Participants") to maintain a healthy lifestyle by walking, jogging, or running.
- 1.2. The Challenge period will run from 12 December 2022, 0000hrs to 25 December 2022, 2359hrs (Singapore time).
- 1.3. Participants can accumulate distance from multiple sessions during the Challenge period.
- 1.4. Participants can choose between 3 categories (i.e., 5km, 10km, or 20km) before the commencement of the Challenge. The category cannot be changed once chosen.
- 1.5. Participants will be rewarded upon completion of their chosen category, as follows:

Category	Reward
5km	e-Certificate + S\$5 donation to CommChest on your behalf
10km	e-Certificate + S\$10 donation to CommChest on your behalf
20km	e-Certificate + S\$15 donation to CommChest on your behalf

1.6. The participant who accumulates the greatest distance amongst all the participants in each category will be also win the following:

Category	Prize
5km	S\$50 NTUC FairPrice voucher
10km	S\$100 NTUC FairPrice voucher
20km	S\$200 NTUC FairPrice voucher

- 1.7. SNEF will contact prize winners regarding the collection of the prize via email after two months from the end of the Challenge period. Participants should ensure that the email address provided during registration is correct. Rewards are not transferable.
- 1.8. The Challenge is facilitated through the 42Race mobile app. Participants must create a 42Race account, install the 42Race mobile app, and register for the Challenge via the 42Race platform.





#### 2. PARTICIPANT ELIGIBILITY

- 2.1. Participants must be at least 18 years in age at the point of registration.
- 2.2. Participants are required to confirm and understand all questions on the Physical Activity Readiness Questionnaire (PAR-Q) at <a href="https://bit.ly/344riQn">https://bit.ly/344riQn</a> and have answered them truthfully. By continuing your participation in this event, you accept that it remains your personal responsibility to ensure that you are medically fit and ready to take part in any activity you have registered for.

#### 3. HEALTH ADVISORY

- 3.1. Participants with medical conditions or specific healthcare needs should consult their doctor before engaging in any physical activities in the Challenge.
- 3.2. Participants should not participate in the Challenge if they are feeling unwell.
- 3.3. HPB strongly recommends that Participants consult with their doctor before beginning any exercise program. Participants should be in a good physical condition and be able to participate in the activities under the Challenge. Participants also understand that when participating in the Challenge, there is a possibility of physical injury. If Participants engage in the activities of the Challenge, Participants agree that they do so at their own risk, are voluntarily participating in these activities and Challenge, 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 Challenge. Participants who are concerned about participation in the Challenge due to their medical conditions or specific healthcare needs should first consult their doctor before engaging in any activities in the Challenge. Participants must not participate in the Challenge activities or events if they are not feeling well.
- 3.4. HPB shall not be responsible, under any theory of liability or indemnity, for any injuries sustained/casualty (to the extent permitted by law) that arise directly or indirectly from the participation in the Challenge and/or its associated activities or events held by HPB.
- 3.5. Participants shall indemnify and hold HPB harmless its officers, employees, and agents from and against all claims of any nature made by any person arising out of or in connection with this Challenge and these terms and conditions.

### 4. ALL OTHER INDEMNITY, DISCLAIMERS, AND LEGAL INFORMATION

- 4.1. By participating in the Challenge, you consent to the collection, use and disclosure of your Personal Data by the Organisers and its third-party vendors, and service providers for the purpose of communication, publicity, advertising, or marketing purposes in relation to the Challenge and its related activities of the Healthy Workplace Ecosystem events at the Downtown Business District. "Personal Data" has the meaning ascribed to it under the Personal Data Protection Act 2012.
- 4.2. Without prejudice to any other provision in these terms and conditions, neither of the Organisers shall be liable for or in respect of any expenses, losses, cost damages, liabilities or other consequences of whatsoever nature suffered or incurred directly or indirectly by you(collectively "Losses"), as a Participant howsoever caused or arising and without limited the generality of the foregoing, whether by reason of or on account of any act or omission whether negligent or otherwise on the part either of the Organisers or its third-party vendors and service providers, even if we are advised of the possibility of such Losses.





- 4.3. The Organisers reserves the right to postpone, withdraw, discontinue, or terminate the Challenge without prior notice or liability to you. The Organisers shall not be liable for any loss, damage or expense incurred arising from such postponement, withdrawal, discontinuation, or termination of the Challenge.
- 4.4. The Organisers reserve the right to investigate cases of suspected fraud and suspend a Participant's participation in the Challenge.
- 4.5. Participants agree and consent to being contacted by HPB
  - 4.5.1. To obtain feedback about the Challenge
  - 4.5.2. For healthy lifestyle and/or health related activities or programmes
- 4.6. All matters, including but not limited to disputes and enquires, relating to the Challenge and the T&Cs will be determined by the Organisers at its sole discretion. The Organisers' decision on all matters relating to the Challenge is final and binding on all Participants. The Organisers will not entertain any queries regarding any Challenge results and will not be obliged to provide reasons for its awarding decision to a Participant.
- 4.7. By participating in the Challenge, you agree to be bound by and comply with these T&Cs. The Organisers may at any time, under its sole discretion and without prior notice or liability to you, vary, modify, or amend the terms within these T&Cs. For the avoidance of doubt, the amended T&Cs will prevail in the event of inconsistency.
- 4.8. Non-compliance with or breach of any of these T&Cs may disqualify you and any prizes won by you may be forfeited, withheld, withdrawn, or reclaimed by the Organisers at its sole discretion.
- 4.9. Participants hereby consent and agree to the recording of their images through photography, videography, and any other image recording means.
- 4.10. The Organisers shall own all the rights, title, and interests including the Challenge intellectual property rights in and to the image recording(s), and the Challenge's materials.
- 4.11. The Organisers shall have the rights to publish, reproduce, make adaptations, communicate, and make available to the public, the image recording(s) and the Challenge's materials in any media, whether in print, digital or any other format, for any publicity purposes connected with the Challenge including sharing or disclosing the image recordings or the Challenge's materials to any third party authorised by the Organisers for the publicity purposes, without restriction, and without the need to notify the participants in advance.
- 4.12. The Participant will have no rights to approve the image recording(s) or his/ her likeness appears and shall not receive royalties or any other compensation arising or related to the use of the image recording(s) of the Challenge's materials.
- 4.13. These T&Cs shall be construed in all respects according to Singapore law and participants submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 4.14. In the event of any inconsistency between these T&Cs and any brochure, marketing or promotional material relating to the Challenge, the terms of these T&Cs will prevail.

#### 5. CONTACT DETAILS

5.1. For enquiries, you may email <a href="mailto:hde@snef.org.sg">hde@snef.org.sg</a>. Our operating hours are Mondays to Fridays, 0900-1700hrs