

## **Terms & Conditions Governing**

### **LumiHealth App Download Plush Promotion**

The following terms and conditions, and all subsequent revisions or amendments (“**T&Cs**”) made by the organiser, Health Promotion Board (“**HPB**”), shall apply to the LumiHealth App Download Plush Promotion (“**Promotion**”).

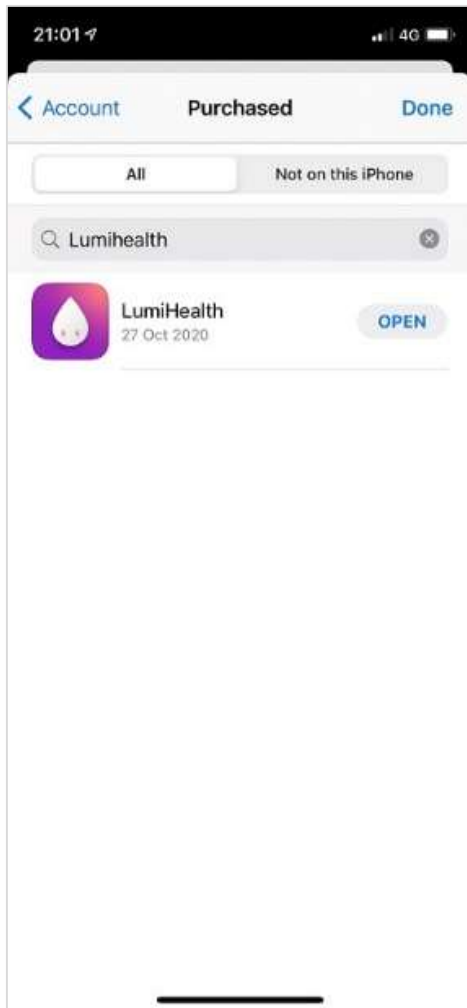
#### **1. LumiHealth App Download Plush Promotion Mechanics**

- 1.1. The LumiHealth App Download Plush Promotion is valid till 31 March 2022.
- 1.2. Receive a Lu plush toy when you download the LumiHealth app.
- 1.3. Eligible persons (“**you**”) to participate in the Promotion:
  - a) Residents in Singapore with a SingPass account, aged 17 or older.
  - b) You have downloaded the LumiHealth app.
  - c) You have not redeemed Lu plush toys from HPB before under this promotion, the LumiHealth Sign Up Plush Promotion and the LumiHealth Lu Plush Toy Redemption Promotion (NTUC Union).

#### **2. LumiHealth App Download Plush Promotion Redemption**

- 2.1. The plush toy is not transferable, not assignable, and not redeemable for cash.
- 2.2. Each person will only be eligible to redeem ONCE from HPB for this Promotion.
- 2.3. Promotion is valid in conjunction with other LumiHealth promotions, with the exception of the LumiHealth Sign Up Plush Promotion and the LumiHealth Lu Plush Toy Redemption Promotion (NTUC Union). If you have already redeemed plush toys from the LumiHealth sign up promotion and the LumiHealth Lu Plush Toy Redemption Promotion (NTUC Union), you will not be eligible for this Promotion.
- 2.4. You will be required to provide the required information via formsg redemption link located at [www.lumihealth.sg/whats-on](http://www.lumihealth.sg/whats-on).
- 2.5. Upon verification, only eligible persons for this Promotion will receive a confirmation email on successful redemption within 7 to 10 working days from submission date of redemption form. You will need to provide your delivery address within 7 working days from date of confirmation email.
- 2.6. The plush toy will be mailed to the given delivery address.
- 2.7. Redemptions will only be fulfilled when the name you provided in the redemption form matches the name provided in the form collecting your delivery address for postal mail.
- 2.8. Proof of download of the LumiHealth app, as shown in the example below, will be required.

**Example of required proof of download for a valid redemption: screenshot of LumiHealth app before 31 March 2022. Note that the screenshot should not be cropped/modified in any way.**



### **3. Disclosure of personal data**

- 3.1. Eligible persons for the Promotion will be requested to submit relevant personal data to HPB via an online form and/or in person, for the purpose of authentication of identity and administering the redemption of the plush toy.
- 3.2. HPB may share this personal data with authorised entities involved in the administration of the plush toy redemption.
- 3.3. Eligible persons must be responsible for providing complete and accurate personal data to HPB and its organisers. HPB accepts no responsibility for any inability or failure to contact or authenticate the eligible person, or administer the redemption of the plush toy, arising from inaccurate or incomplete personal data.
- 3.4. HPB reserves the right to contact eligible persons within 6 months of the Promotion end date for the purpose of administering the plush toy redemption or audit related to HPB's programmes.

#### **4. Limitation of Liability**

- 4.1. All participants of the Promotion agree that neither HPB nor their affiliates, employees, directors, officers, agents and/or assignees shall be liable in any way for, and shall be indemnified, released, discharged and held harmless, fully and effectively, by each participant against and from any and all claims by any participant or third party for:
- Slander, libel, defamation, violation of rights of privacy, publicity, and/or civil rights, depiction in a false light, intentional or negligent, infliction of emotional distress, copyright infringement, and/or any other tort and damages arising from or in any other way related to their participation in the redemption.
  - All injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the plush toy or participation in the redemption.
  - Any losses, costs, expenses, fees or damages incurred by the participants arising out of or in connection with the redemption or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

#### **5. General Terms and Conditions**

- 5.1. HPB reserves the rights to amend the Terms & Conditions without prior notice.
- 5.2. HPB reserves the right to modify and/or terminate the Promotion at any time at its sole discretion without any further notice to the participants.
- 5.3. HPB reserves the right at its sole discretion, to suspend, postpone or terminate the Promotion or shorten or extend the duration of Contest and/or amend, modify, delete, supplement, replace or revise the Terms & Conditions, without any liability or prior notification to any person, including but not limited to any participant.
- 5.4. HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with the Terms & Conditions due to the occurrence of any event or circumstance beyond its control, including without any limitation to, acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change or issuance of new applicable laws.
- 5.5. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any prizes with another of similar value.
- 5.6. The images of plush toy on all marketing materials are for illustration purpose only. Actual plush toy may be different from the images shown. HPB will not replace any lost or stolen plush toy.
- 5.7. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any plush toy with another of similar value.
- 5.8. HPB reserves the right to disqualify any entries, forfeit any plush toy or require return of the plush toy presented to the participant if:
- HPB, in its sole discretion, decides that the participation is not valid;
  - The participant does not agree to abide by and be bound by the Terms & Conditions;
  - The participant is abusive to HPB staff at any point of contact;
  - Participant(s) who failed to provide true, correct and accurate information at any point of contact;
  - HPB discovers or has reasonable grounds to suspect that the participant has engaged or attempted to engage in any activity to inappropriately manipulate submission

procedures including without limitation the use of the same proof of download of the LumiHealth app for multiple Lu plush toy redemptions.

- 5.9. In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to Redemption, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 5.10. The Terms & Conditions shall be governed by the laws of Singapore. The Terms & Conditions shall constitute the entire understanding and agreement between the HPB and the participants. The Terms & Conditions are not intended to confer rights on any third party cap, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, and no third party shall have any right to enforce any provision of the Terms & Conditions.
- 5.11. If any term or provision of the Terms & Conditions is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms & Conditions. The validity or enforceability of the remainder of the Terms & Conditions shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the Terms & Conditions or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of the Terms & Conditions.