

Terms & Conditions Governing

LumiHealth Lu Plush Toy Redemption 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 Lu Plush Toy Redemption Promotion (“**Promotion**”).

1. Lu plush toy redemption mechanics

- 1.1. Receive a Lu Plush Toy when you download the LumiHealth app from 6 February 2021.
- 1.2. 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 from 6 February 2021
 - c) You should not have redeemed a Lu plush toy from HPB before

2. Plush Toy 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 **ONE** Lu plush toy from HPB for the entire LumiHealth campaign period, while stocks last.
- 2.3. Only eligible persons for the Promotion will receive a confirmation email on successful redemption within 7 working days from submission date of redemption form.
- 2.4. The redemption form via formsg is located at www.lumihealth.sg/whats-on.
- 2.5. The plush toy will be mailed to the given delivery address.
- 2.6. 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.
- 2.7. Proof of download of the LumiHealth app from 6 February 2021, as shown in the example below, will be required.

Example of required proof of download for a valid redemption: screenshot of LumiHealth app. 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, depending on mode of redemption chosen, 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 audit or marketing activities 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 T&Cs

- 5.1. HPB reserves the rights to terminate the Promotion and amend the T&Cs without prior notice. The T&Cs and any amendments will be displayed at www.lumihealth.sg/whats-on. HPB may vary these T&Cs without notice, discontinue or withdraw the redemption at any time without any notice or liability to any party.
- 5.2. HPB reserves the right at its sole discretion, to suspend, postpone or terminate the Promotion or shorten or extend the duration of Promotion and/or amend, modify, delete, supplement, replace or revise the T&Cs, without any liability or prior notification to any person, including but not limited to any participant.
- 5.3. HPB shall not be liable to any party whatsoever for any delay in complying or failure to comply with the T&Cs 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.
- 5.4. 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.

- 5.5. HPB may, in its sole and absolute discretion and without prior notice, replace, change or substitute any plush toy with another of similar value.
- 5.6. 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 T&Cs;
 - 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.
 - 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.
- 5.7. The T&Cs shall be governed by the laws of Singapore. The T&Cs shall constitute the entire understanding and agreement between the HPB and the participants. The T&Cs 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 T&Cs.
- 5.8. If any term or provision of the T&Cs is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the T&Cs. The validity or enforceability of the remainder of the T&Cs shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the T&Cs 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 T&Cs.