

## Terms & Conditions Governing

### LumiHealth Social Contest(s) on Health Promotion Board's Facebook and Instagram

The following terms and conditions, and all subsequent revisions or amendments made by the organiser, Health Promotion Board ("HPB"), shall apply to all LumiHealth social contest(s) ("Contest") on HPB's [Facebook](#) and [Instagram](#).

#### 1. Contest mechanics

- 1.1. The duration of the Contest will be as per the period specified in the social post.
- 1.2. The number of Prize winners and awarded Prizes will be as per what is indicated in the social post.
- 1.3. Selection of Prize winner is based on the criteria indicated in the social post.
- 1.4. If the number of qualifying entries exceed the stipulated total number of Prize winners, the final Prize winners will be randomly drawn from the qualifying entries.
- 1.5. The result of the Contest is final, and no appeals will be entertained.

#### 2. Prize redemption

- 2.1. The Prize is not transferable, not assignable, and not redeemable for cash.
- 2.2. The Prize winner will be contacted within 5 calendar days of Contest end date via the social media platform where the Contest is held.
- 2.3. If the Prize winner is unable to respond within 3 working days, he/she will be disqualified. HPB may, in its discretion, pick another winner from the reserve list.
- 2.4. The Prize winner will be required to select their preferred mode of redemption via an online form sent to them.
- 2.5. The Prize can either be mailed to an indicated address in Singapore or collected at the following location according to the stated redemption hours:

LUMINART Pte Ltd  
2 Alexandra Road, Delta House #04-01, Singapore 159919  
Monday to Friday, 9am-6pm (except 12.30pm – 1:30pm)

- 2.6. Should the Prize winner choose to collect the Prize at the redemption location, they are required to produce their NRIC/FIN Card for authentication of their identity during collection.

#### 3. Disclosure of personal data

- 3.1. The Prize winner 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 Prize.
- 3.2. HPB may share this personal data with authorised entities involved in the administration of the prize redemption.
- 3.3. The Prize winner 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 Prize winner, or administer the redemption or delivery of the prize, arising from inaccurate or incomplete personal data.

- 3.4. HPB reserves the right to contact Prize winners within 6 months of the contest 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 Contest 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 Contest.
  - 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 Prize or participation in the Contest.
  - Any losses, costs, expenses, fees or damages incurred by the participants arising out of or in connection with the Contest 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 Contest 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 Contest 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. HPB reserves the right to disqualify any entries, forfeit any prize or require return of the prize 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 unauthorised use of profiles not belonging to the participant.

- 5.7. In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to Contest, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.
- 5.8. 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.
- 5.9. 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.
- 5.10. HPB reserves the right to use the entries of the participants and prize winners for any promotional, marketing or publicity purposes in any media.