

Terms and Conditions of Rakuten Trade Day Trade Rebate Programme

Rakuten Trade Day Trade Rebate Programme

1. The Rakuten Trade Day Trade Rebate Programme (“Programme”) is organised by Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) and the following terms and conditions (“Terms and Conditions”) shall apply to all existing and new customers of Rakuten Trade who have activated a Rakuten Trade Contra account (“Eligible Participants”).

Eligibility

2. By participating in this Programme, you hereby agree to be bound by the following Terms and Conditions.
3. The Programme terms and conditions (“Terms and Conditions”) shall apply to all Eligible Participants who successfully perform buy and sell trades of the same counter on the same day via their Rakuten Trade contra account. A Rakuten Trade contra account is activated upon the issuance of a Central Depository System (CDS) number.
4. Any individual who is below the age of eighteen (18) years as of the activation date with Rakuten Trade shall NOT be eligible for this Programme.

Rakuten Trade Day Trade Rebate Programme Mechanism

5. All Eligible Participants will be automatically enrolled in the Programme.
6. Eligible Participants will receive a rebate based on successfully matched buy and sell orders for the same counter on the same day. The rebate amount will be based on the sell trades’ brokerage charges only and will be reflected in the Eligible Participant’s contra account at the end of the relevant trading day.
7. The day trade rebate amount is determined by the SELL trading value (quantity x SELL price) based on Rakuten Trade’s brokerage fees table.
8. The day trade rebate will not be affected by the sequence of the buy and sell order(s) if the buy and sell orders are successfully matched for the same counter on the same day.
9. If there are multiple buy and sell orders for the same counter which are executed on the same day, the contract will be amalgamated at the end of the day. The day trade rebate will apply after the amalgamation of the contract at the end of the relevant trading day.
10. The day trade rebate will be capped at the buy/sell quantity (whichever is lower) and is based on the average sell price.
11. Brokerage charges which use Rakuten Trade’s “Assisted Trade” service will not be eligible to participate in the Programme.

12. Eligible Participants are not eligible to earn Rakuten Trade Points (ref: Trade & Earn Program T&C) for their day trades.
13. For force selling trades, all Eligible Participants will be entitled to a rebate on their sell brokerage if a force sell trade and buy trade are executed successfully for the same counter, on the same day.
14. If the force sell quantity is more than the buy quantity, the day trade rebate will be capped at the buy quantity multiplied with force sell price.
15. If the force selling trades, normal sell and buy for the same stock is executed on the same day, "first in – first out" ("FIFO") principle will be used to determine the day trade rebate based on the force sell and normal sell price.
16. All Eligible Participants are required to pay the clearing fee, stamp duty and sales and service tax (SST) on all successfully matched buy and sell trades even though the brokerage fee rebate is given to Eligible Participants.

General

17. By participating in the Campaign, all Eligible Participants are deemed to have agreed to be bound by these Terms & Conditions. Rakuten Trade's decision on all matters relating to the Campaign is final, binding and conclusive including but not limited to disqualifying any Eligible Participant, Rakuten Trade Employees and Existing Holders from participating in the Campaign without providing any reasons. No correspondence, queries, appeals or protests will be entertained.
18. Rakuten Trade reserves the right to cancel, terminate, suspend the Program with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Rakuten Trade shall not entitle any of the Eligible Participants, Rakuten Trade Employees and Existing Holders to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Eligible Participants, Rakuten Trade Employees and Existing Holders as a direct or indirect result of the act of cancellation, termination or suspension.
19. Rakuten Trade reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions at any time with or without prior notice. Any variation, additions, deletions or amendments to the Terms and Conditions herein shall be binding on the Eligible Participants, Rakuten Trade Employees and Existing Holders and be deemed to be brought to the attention of the Eligible Participants, Rakuten Trade Employees and Existing Holders through any notice displayed at Rakuten Trade's website.
20. Rakuten Trade shall not be held liable and/or responsible for any loss, damage or any other form of liability (including indirect, consequential or economic losses, loss of profits, and loss of opportunity) in whatsoever nature and howsoever arising or suffered by any Eligible Participants, Rakuten Trade Employees and Existing Holders directly or indirectly from the Program.
21. The Terms and Conditions of any other ongoing Rakuten Trade programs listed on Rakuten Trade Website - Market Place (which is available at <https://www.rakutentrade.my/b/campaigns>) shall apply.

22. Rakuten Trade shall not be held liable for any default of its obligation under the Programme due to any force majeure event which include but is not limited to an act of God, war, riot, lockout, industrial action, fire, flood, drought, store or any event beyond the reasonable control of Rakuten Trade.
23. Participation in this Programme shall be deemed consent by the Eligible Participant for Rakuten Trade to collect, process and use the Eligible Participant's personal data in accordance with Rakuten Trade's Personal Data Protection Notice (which is available at https://www.rakutentrade.my/files/pdpa_notices.pdf).
24. This Programme shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.