

# Terms and Conditions of “The Buddy Program Campaign”

## The Buddy Program Campaign

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) “**The Buddy Program**” (hereinafter referred to as “the Campaign”) held from 1 August 2017 to 31 December 2018 has been extended to 31 May 2019 (hereinafter referred to as “the Campaign Period”).

## Eligibility

2. By participating in this Campaign, you hereby agree to be bound by the following Terms and Conditions.
3. The Campaign terms and conditions (“Terms and Conditions”) shall apply to all existing and new customers of Rakuten Trade who have activated a Rakuten Trade account (“**Eligible Participants**”).
4. Employees of Rakuten Trade shall be eligible to participate in this Campaign.
5. Any individual who is below the age of eighteen (18) years as of the activation date with Rakuten Trade shall NOT be eligible to participate in this Campaign.

## Campaign Mechanism

6. All Eligible Participants will be automatically enrolled in the Campaign.
7. Eligible Participants may refer new customers to Rakuten Trade through a unique link or referral code during the Campaign Period.
8. The referral code MUST be used during the account opening (via referral link or by keying-in the code ).
9. Effective 12112018 and subject to these Terms and Conditions, 500 Rakuten Trade points (RT Points) will be awarded to the Eligible Participants upon account activation of each referred customer within thirty (30) days from the activation date.

## General

10. By participating in the Campaign, 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. No correspondence, queries, appeals or protests will be entertained.
11. Rakuten Trade reserves the right to cancel, terminate, suspend the Campaign 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 to any claim or compensation against Rakuten Trade for any losses or damages suffered or

incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.

12. 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 and be deemed to be brought to the attention of the Eligible Participants through any notice displayed at Rakuten Trade's website.
13. 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 directly or indirectly from the Campaign.
14. Rakuten Trade shall not be held liable for any default of its obligation under the Campaign 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.
15. Participation in this Campaign 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](https://www.rakutentrade.my/files/pdpa_notices.pdf)).
16. The Campaign shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.