

## **Terms and Conditions of “Foreign Market: Service Launch Campaign”**

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) **“Foreign Market: Service Launch Campaign”** (hereinafter referred to as “the Campaign”). This Campaign shall be held from **14<sup>th</sup> January 2022 – 26<sup>th</sup> January 2022**. (hereinafter referred to as “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 new Rakuten Trade customers who have activated their Cash Upfront account after 3<sup>rd</sup> January 2022 (hereinafter referred to as “Eligible Participants”).
4. A Rakuten Trade account is activated upon the issuance of a Central Depository System (CDS) number.
5. Eligible Participants who terminate their existing Rakuten Trade account and thereafter activate a new Rakuten Trade Cash Upfront Account during the Campaign Period shall NOT be eligible to participate in this Campaign.
6. Employees of Rakuten Trade shall NOT be eligible to participate in this Campaign.
7. Any individual who is below the age of eighteen (18) years as of the activation date shall NOT be eligible to participate in the Campaign.

### **Campaign Mechanism**

#### **FREE U.S. Share Reward**

8. Eligible Participants must apply to their Foreign Trading service during the campaign period and successfully be approved via their Cash Upfront account by 15 February 2022.
9. Eligible Participants shall automatically be rewarded with 1 free U.S. share worth up to USD20.
  - a. The share is selected at Rakuten Trade’s discretion from 8 predetermined consumer centric brands listed in the U.S.
  - b. The applicable reward in this Campaign shall be credited to the Eligible Participants account within forty-five (45) calendar days after the approval of their Foreign Trading account or any further date as determined by Rakuten Trade in its sole discretion.

## **The RakuFriends FE Program (1,776 Rakuten Trade Points)**

10. This Campaign shall be applicable with the existing “The RakuFriends Program”.
11. Eligible Participants are existing clients who successfully refer new customers (hereinafter referred to as the “Referred Participant”) to Rakuten Trade through a unique referral code (hereinafter referred to as “Referral Code”) and the Referred Participant who uses the said Referral Code during the account opening process.
12. The Referral Code MUST be used during the Referred Participant’s account opening on page 1 (by keying-in the Referral Code), for both the Eligible Participant and Referred Participant to remain eligible.
13. Upon the successful activation of the Referred Participant’s Cash Upfront Account as well as enabling of Foreign Trading service, both Eligible Participant and Referred Participant shall be eligible to receive the following rewards:
  - a) 500 Rakuten Trade points (RT Points) to Eligible Participants and Referred Participant under “The RakuFriend Program”.
  - b) An additional 1,276 RT Points to Eligible Participant only if the Referred Participant successfully enables Foreign Trading service before 28<sup>th</sup> February 2022. The applicable points shall be credited to the Eligible Participant account within forty-five (45) calendar days after the approval of the Eligible Participant and Referred Participant’s Foreign Trading account or any further date as determined by Rakuten Trade in its sole discretion.
14. Save for the RakuFriends Program, this Campaign CANNOT be combined with any other Rakuten Trade account opening related rewards, Loyalty Partner campaign, or Promotion Code.
15. Eligible Participants may be awarded multiple times for each different unique Referred Participants.

### **General**

16. 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. No correspondence, queries, appeals or protests will be entertained.
17. Participation in this Campaign shall be deemed acceptance and consent by the Eligible Participants for their personal data (including but not limited to the name, national identity card number or passport number) being collected, processed by Rakuten Trade for the purpose of

this Campaign and in accordance with Rakuten Trade's Personal Protection Notice which is available at [https://www.rakutenrade.my/files/pdpa\\_notices.pdf](https://www.rakutenrade.my/files/pdpa_notices.pdf).

18. 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.
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 and Referred Participants and be deemed to be brought to their attention through any notice displayed at Rakuten Trade's website <https://www.rakutenrade.my/b/campaigns>.
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 Participant directly or indirectly from the Campaign.
21. Rakuten Trade shall not be held liable for any losses or liabilities arising from 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.
22. This 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.