

## Terms and Conditions of “#HAPPYRAKU”

### #HAPPYRAKU

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) “#HAPPYRAKU” (hereinafter referred to as “the Campaign”) which shall be held from 2<sup>nd</sup> May 2019 to 31<sup>st</sup> May 2019 (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 all new and existing Rakuten Trade customers who have activated a Rakuten Trade account (Cash Upfront or Contra) (“**Eligible Participants**”) during the Campaign Period. A Rakuten Trade account is activated upon the issuance of a Central Depository System (CDS) number.
4. Rakuten Trade clients who terminate an existing Rakuten Trade account and thereafter activate a new Rakuten Trade account (Cash Upfront or Contra) during the Campaign Period shall not be allowed to participate in this Campaign.
5. Rakuten Trade employees are eligible to participate in this Campaign but shall be limited to Cash Upfront account opening only (“Rakuten Trade employees”).
6. 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

7. All Eligible Participants will be automatically enrolled in the Campaign.
8. Subject to these Terms & Conditions, Eligible Participants who open and activate a Rakuten Trade account during the Campaign Period using a specific link, shall receive a HappyFresh promo code(s) worth RM40.00
9. Provided that the Eligible Participant concurrently opens and activates both a Rakuten Trade Cash Upfront and Contra account, the Eligible Participant shall receive HappyFresh promo code(s) worth RM80.00
10. The HappyFresh promo code(s) shall be emailed to the Eligible Participants within forty eight (48) business hours upon activation of the Rakuten Trade account.
11. The HappyFresh promo code(s) shall be validated within five (5) months from the Campaign Period failing which the HappyFresh promo code shall be invalid.

12. The HappyFresh promo code(s) shall be redeemed at <https://www.happyfresh.my> and shall be subject to their own terms and conditions in addition to these Terms and Conditions. Please refer to <https://www.happyfresh.com/my/terms/> for further details.
13. Eligible Participants and Existing Holders who open and activate a 2<sup>nd</sup> Rakuten Trade account by 31 May 2019 shall email Rakuten Trade's customer service by 31 May 2019, 6:00pm at [customerservice@rakutentrade.my](mailto:customerservice@rakutentrade.my) to be eligible to earn their HappyFresh promo code(s). The respective Eligible Participant and/or Existing Holder shall provide the relevant information as requested by Rakuten Trade.
14. Eligible Participants, Rakuten Trade Employees and Existing Holders must activate their Rakuten Trade account latest by 31 May 2019 at 4:30 p.m. to qualify for the HappyFresh promo code(s).

### **General**

15. Save for the "Two is Better Than One Campaign", no other Rakuten Trade account opening related campaign shall be applicable during the Campaign Period.
16. By participating in the Campaign, all Eligible Participants and Rakuten Trade Employees 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, and Rakuten Trade Employees from participating in the Campaign without providing any reasons. No correspondence, queries, appeals or protests will be entertained.
17. 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 and Rakuten Trade Employees to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Eligible Participants and Rakuten Trade Employees as a direct or indirect result of the act of cancellation, termination or suspension.
18. 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 Rakuten Trade Employees and be deemed to be brought to the attention of the Eligible Participants and Rakuten Trade Employees through any notice displayed at Rakuten Trade's website.
19. 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 and Rakuten Trade Employees directly or indirectly from the Campaign.
20. The Terms and Conditions of any other ongoing Rakuten Trade campaigns listed on Rakuten Trade Website - Market Place (which is available at <https://www.rakutentrade.my/b/campaigns>) shall apply.

21. 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.
22. 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)).
23. 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.