

Terms and Conditions of “The RakuFriends Program”

The RakuFriends Program

The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) “**The RakuFriends Program**” (hereinafter referred to as “the Program”). This Program shall be effective 2nd January 2020 and subject to these Terms and Conditions.

Eligibility

1. By participating in this Program, you hereby agree to be bound by the following Terms and Conditions.
2. The Program terms and conditions (“Terms and Conditions”) shall apply to all new and existing customers of Rakuten Trade who have activated a Rakuten Trade account (“Account”). An Account is activated upon the issuance of a Central Depository System (CDS) number. (“Activated Participant”)
3. Rakuten Trade customers who terminate an existing Rakuten Trade account and thereafter activate a new Rakuten Trade account during the Program Period shall NOT be eligible to participate in this Program
4. Employees of Rakuten Trade shall be eligible to participate in this Program.
5. Any individual who is below the age of eighteen (18) years old as of the activation date shall NOT be eligible to participate in the Program.

Program Mechanism

6. All Activated Participants will be automatically enrolled in the Program.
7. Activated Participants may refer new customers (hereinafter referred to as the “Referred Participant”) to Rakuten Trade through a unique Referral Link or Referral Code.
8. The Referral Code MUST be used during the Referred Participant’s account opening on page 1 (via Referral Link or by keying-in the Referral Code), for both the Activated Participant and Referred Participant to remain eligible.
9. 500 Rakuten Trade points (RT Points) will be awarded within thirty (30) days to both the Activated Participant and Referred Participant upon the successful activation of the Referred Participant’s Account.
10. This Program CANNOT be combined with any other Rakuten Trade account opening related rewards, Loyalty Partner campaign, or Promotion Code.

11. Should a Promotion Code be used together with the Referral Code in the Referred Participant's account activation process, the Referred Participant shall be disqualified from the Program. However, the Activated Participant remains eligible for this Program.
12. Should a Loyalty Partner campaign unique URL be used together with the Referral Code in the Referred Participant's account activation process, the Referred Participant shall be disqualified from the Program. However, the Activated Participant remains eligible for this Program
13. Activated Participants may be awarded multiple times for each different unique Referred Participants.

General

14. By participating in the Program 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 Program is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
15. 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 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.
16. 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 <https://www.rakutentrade.my/b/campaigns>.
17. 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 Program.
18. 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.
19. 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.
20. 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).