

# **Terms and Conditions of “Trade RakuMargin, Fly ANA” Campaign**

## **Trade RakuMargin, Fly ANA Campaign**

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) **“Trade RakuMargin, Fly ANA Campaign”** (hereinafter referred to as “the Campaign”). This Campaign shall be held from **4<sup>th</sup> March 2020 – 29<sup>th</sup> May 2020**. (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 :-
  - i. Existing Rakuten Trade clients (hereinafter referred to as “Existing Clients”) who activate a subsequent RakuMargin account during the Campaign Period.
  - ii. New customers of Rakuten Trade who open and activate a Rakuten Trade COMBO account (comprised of simultaneous application to – Cash Upfront account and RakuMargin account) during the Campaign Period. (hereinafter referred to as “New Customers”).
4. A Rakuten Trade account is activated upon the issuance of a Central Depository System (CDS) number.
5. Existing Clients who terminate their existing Rakuten Trade account and thereafter activate a new Rakuten Trade account (Cash Upfront, Contra, or RakuMargin) 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**

### **A. Existing Client Account Opening**

8. Existing Clients who activate a RakuMargin account during the Campaign Period shall provide the answer “Promotion ; RakuMargin” for the question “What inspired you to open another account with us?” through the login dashboard. Rakuten Trade points shall not be rewarded to the Existing Clients if they fail to provide this answer to the question.

9. Subject to these Terms and Conditions, Existing Clients who activate a RakuMargin account during the Campaign Period shall be rewarded with 1,888 Rakuten Trade points.
10. Existing Clients must activate their relevant Rakuten Trade account by 4.30pm on the last day of the Campaign Period to qualify for the said Rakuten Trade points.

**B. New Customer Account Opening**

11. New Customers must activate their Rakuten Trade Combo account by entering the promo code "RakuMargin" ("hereinafter referred to as Promo Code") on page 1 of the application form. Rakuten Trade points shall not be awarded to New Customers if they fail to include the Promo Code in the application form.
12. Subject to these Terms and Conditions, New Customers who activate a Rakuten Trade Combo Account during the Campaign Period shall be rewarded with 1,888 Rakuten Trade points.
13. New Customers must activate their relevant Rakuten Trade account by 4.30pm on the last day of the Campaign Period to qualify for the said Rakuten Trade points.

**C. RakuMargin Launch Privileges**

14. During the Campaign Period, New Customers and Existing Clients with an activated RakuMargin account shall receive a brokerage fee rebate on the first successfully matched buy or sell contract within fifteen (15) business days post account activation.
15. New Customers and Existing Clients shall also enjoy zero (RM0) rollover fee for any outstanding positions purchased within March 2020 to May 2020 in the RakuMargin account, provided that their RakuMargin account was activated during the Campaign Period.
16. New Customers and Existing Clients are required to pay the clearing fee, stamp duty and sales and service tax on all successfully matched buy and sell trades.
17. Upon the first successfully matched trade (either buy or sell) in the RakuMargin account during the Campaign Period, New Customers and Existing Clients shall automatically stand the chance to win the grand prize of two (2) round trip flights from Kuala Lumpur to Tokyo on All Nippon Airways ("ANA") ("Grand Prize").
18. There shall be only one (1) Grand Prize winner.
19. The Grand Prize winner shall be selected through a lucky draw and notified through phone and email within thirty (30) days after the end of the Campaign Period or any other date as determined by Rakuten Trade in its sole discretion. The winner shall contact ANA to claim the Grand Prize which may be subject to [ANA's terms and conditions](#).

20. If the Grand Prize winner fails to confirm acceptance of the Grand Prize to Rakuten Trade via phone or email within five (5) days upon email notification by Rakuten Trade, the Grand Prize shall be forfeited and Rakuten Trade has the right to select another Grand Prize winner.
21. Participation in this Campaign shall be deemed consent by the Eligible Participants (New Customers and Existing Clients) for Rakuten Trade to collect, process, use and share with ANA their personal data (including but not limited to the full name, NRIC or passport number, phone number and email address) for the purpose of this Campaign in accordance with Rakuten Trade's respective Personal Data Protection Notice (which is available at [https://www.rakutenrade.my/files/pdpa\\_notices.pdf](https://www.rakutenrade.my/files/pdpa_notices.pdf)), owing to the Eligible Participants. Eligible Participants who do not consent to the use of their Personal Data shall not be eligible for the Grand Prize and must immediately notify Rakuten Trade.

### **General**

22. All Rakuten Trade points and applicable rebates in this Campaign shall be credited to the New Customers and Existing Clients within thirty (30) calendar days after the end of Campaign Period or any further date as determined by Rakuten Trade in its sole discretion.
23. By participating in the Campaign, all New Customers and Existing Clients 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.
24. The Grand Prize, Rakuten Trade points and applicable rebates are non-negotiable, non-transferable to any other person, non-exchangeable for cash or other items. Rakuten Trade shall have the right and discretion to add and/or substitute the Grand Prize, revise the Rakuten Trade Points and applicable rebates with any other item of similar value without prior notice.
25. 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 New Customers and Existing Clients to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the New Customers as a direct or indirect result of the act of cancellation, termination or suspension.
26. The Grand Prize may carry their own terms and conditions and those terms and conditions shall be applicable in addition to these Terms and Conditions.
27. 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 New Customers and Existing Clients, and be deemed to be brought to the

attention of the New Customers and Existing Clients through any notice displayed at Rakuten Trade's website <https://www.rakutenrade.my/b/campaigns>.

28. 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 New Customers and Existing Clients directly or indirectly from the Campaign.
29. 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, strike or any event beyond the reasonable control of Rakuten Trade.
30. 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.