

Terms and Conditions of “Rakuten Trade 5th Anniversary Campaign 2022” Campaign

1. The following terms & conditions (“Terms and Conditions”) shall apply to **“Rakuten Trade 5th Anniversary Campaign 2022”** (hereinafter referred to as “the Campaign”) which is organized by Rakuten Trade Sdn. Bhd. (“Rakuten Trade” or “Organizer”). This Campaign shall be held on 19 May 2022 (“Campaign Period”).

Eligibility

2. By participating in this Campaign, you hereby agree to be bound by these Terms and Conditions.
3. The Campaign terms and conditions (“Terms and Conditions”) shall apply to all new and existing clients of Rakuten Trade who have activated the Foreign Trading service via their Cash Upfront account by 19 May 2022 (“Eligible Participants”).
4. A Rakuten Trade account is deemed activated upon the issuance of a central depository system (CDS) number.
5. Rakuten Trade customers who have terminated an existing Rakuten Trade account and thereafter signed-up and activated a new Rakuten Trade account during the Campaign Period shall NOT be eligible to participate in this Campaign.
6. Rakuten Trade employees are eligible to participate in this Campaign (hereinafter collectively referred to as “Eligible Participants”).
7. Any individual who is below the age of eighteen (18) years as of the sign-up and/or activation date with Rakuten Trade shall NOT be eligible to participate in this Campaign.

Campaign Mechanism

8. All Eligible Participants will be automatically enrolled in the Campaign.
9. All Eligible Participants who successfully trades on the U.S. market from 19 May 2022 to 20 May 2022 (between 9.30 pm to 4.30 am (Malaysia- GMT +8)) will be entitled to free brokerage trading for US trades.
10. A successful trade refers to either a buy or sell transaction with “Matched” and/or “Partial Matched” status.
11. All Eligible Participants are required to pay other trading fees (if any) on all successfully matched trade irrespective of a brokerage rebate.
12. All applicable rebates in this Campaign shall be credited to the Eligible Participants’ account within forty-five (45) calendar days after the end of Campaign Period or any further date as determined by Rakuten Trade in its sole discretion.

General

13. By participating in the Campaign, all Eligible Participants are deemed to have agreed to be bound by these Terms and 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.
14. Participating 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.rakutentrade.my/files/pdpa_notices.pdf.
15. 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 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 its 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 websites and/or mobile application.
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 Campaign.
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, storm or any event beyond the reasonable control of Rakuten Trade.
19. The Terms and Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other Campaign or advertising materials for the Campaign.
20. 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.
21. These Terms and Conditions may be translated into other languages. In the event of inconsistencies between these Terms and Conditions and the translated versions, the English version shall prevail.