

Terms and Conditions of “Foreign Trading Activation Campaign”

1. The following terms & conditions (“Terms and Conditions”) shall apply to “**Foreign Trading Activation Campaign**” (hereinafter referred to as “the Campaign”) which is organized by Rakuten Trade Sdn. Bhd. (“Rakuten Trade”). This Campaign shall be held from 1 August 2023 to 31 December 2023, both dates inclusive, unless advised otherwise by Rakuten Trade (“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 (“Eligible Participants”).
4. A Rakuten Trade account is deemed activated upon the issuance of a central depository system (CDS) number.
5. A Foreign Trading Service is activated upon the issuance of an Interactive Brokers (IBKR) number.
6. 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.
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. Subject to these terms and conditions, Eligible Participants who apply and successfully activate a Foreign Trading service via Rakuten Trade’s Cash Upfront Account during the Campaign Period shall be rewarded with a one-time 1,288 Rakuten Trade points (“RT points”) per Eligible Participant.
10. Applicable RT Points in this Campaign shall be credited to the Eligible Participants’ account within thirty (30) business days of the following month, or any further date as determined by Rakuten Trade in its sole discretion.
11. The RT Points credited shall expire within one (1) year from the date of receipt and be used to offset brokerage and/or convert to our lifestyle partners’ points.

General

12. The Campaign **cannot be combined with another Rakuten Trade Foreign Trading account opening related campaign or any other promotion code** during the Campaign Period.
13. 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.
14. 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.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 of the Eligible Participant to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Eligible Participant 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 Participant 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 Campaign.
18. 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.
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. 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.