

## **Terms and Conditions of “ Rakuten Trade 2023 Campaign”**

1. The following terms & conditions (“Terms and Conditions”) shall apply to “**Rakuten Trade 2023 Campaign**” (hereinafter referred to as “the Campaign”) which is organized by Rakuten Trade Sdn. Bhd. (“Rakuten Trade”). This Campaign shall be held from 27 December 2022 to 31 March 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. The Campaign excludes Rakuten Trade clients who have enabled a Cash Upfront Foreign Trading service. 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. Rakuten Trade employees are not eligible to participate in this Campaign.
8. 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**

9. All Eligible Participants will be automatically enrolled in the Campaign.
10. Rewarded Points will be credited to the Eligible Participants’ account within thirty (30) days after the end of each month or any further date as determined by Rakuten Trade.
11. Eligible Participants must select “Promotion”; “2023 Campaign” as the answers for the question “How did you hear about us?” and insert the respective promotion code in order to receive the points.

| <b>Partner</b>  | <b>Promo Code</b> | <b>Rewards</b>        |
|-----------------|-------------------|-----------------------|
| Rakuten Trade   | FREEBrokerage     | 2023 RT Points        |
| airasia rewards | airasia           | 2023 airasia points   |
| Boost           | Boost             | 2023 Boost Stars      |
| BonusLink       | BonusLink         | 2023 BonusLink Points |

12. Eligible Participants must have a valid and existing lifestyle partners account in order to receive dedicated points. If one promotion code is entered, Eligible Participants will only receive the dedicated points only. Expiry of the lifestyle partner points is dependent on the partners.
13. Where FREEBROKERAGE promotion code is used, RT Points credited shall expire within one (1) month from the date of receipt and be used to offset brokerage only.

**A. New Customer Account Opening (sign-up)**

14. Subject to these Terms and Conditions, Eligible Participants who sign-up and successfully activate a Rakuten Trade Cash Upfront, Contra and/or RakuMargin account during the Campaign Period shall be rewarded with 2023 points per account activated.
15. Eligible Participants must have an approved Rakuten Trade account by 31 March 2023, 4:30PM (GMT +8) to qualify for the respective points.
16. The maximum number of rewards a single Eligible Participant is entitled to earn for this Campaign is 6,069 Points (2023 Points per account activated). For the avoidance of doubt, an Eligible Participant is allowed to register three (3) Rakuten Trade accounts only during the Campaign Period.

**B. Existing Client Account Opening (sign-up)**

17. Existing Rakuten Trade account holders (“Existing Holder”) who activate a 2<sup>nd</sup> Rakuten Trade account during the Campaign Period pursuant to this Campaign Period through Rakuten Trade’s login dashboard shall choose the answer “Promotion”; “2023 Campaign” and dedicated promotion code as per clause 10 for the question “What inspired you to open another account with us?”.
18. Existing Holder must activate their new Rakuten Trade account by 31 March 2023, 4:30PM (GMT +8) to qualify for 2023 points rewarded.
19. For avoidance of doubt, Existing Holder shall also be deemed as an Eligible Participant for the purpose of this Campaign.

**C. Level Up Campaign: Enable Foreign Trading Service**

20. Subject to these terms and conditions, effective 19 December 2022, Eligible Participants who successfully activate a Foreign Trading service via Rakuten Trade’s Cash Upfront Account during the Campaign Period shall be rewarded with a one-time 2,000 Rakuten Trade points (“RT points”) per Eligible Participant.
21. Applicable RT Points in this Campaign shall be credited to the Eligible Participants’ account within fifteen (15) business days of the following month, or any further date as determined by Rakuten Trade in its sole discretion.
22. The RT Points credited shall expire within one (1) month from the date of receipt and be used to offset brokerage only.

## **General**

23. The Campaign **cannot be combined with another Rakuten Trade account opening related campaign or any other promotion code and the Trade & Win Google Share Campaign** during the Campaign Period.
24. 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.
25. 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.rakutenrade.my/files/pdpa\\_notices.pdf](https://www.rakutenrade.my/files/pdpa_notices.pdf).
26. 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.
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 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.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 Eligible Participants 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, store 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.
31. 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.