

## Terms and Conditions Rakuten Trade x Boost Campaign

### Rakuten Trade x Boost Campaign

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. ("Rakuten Trade") "Rakuten Trade x Boost Campaign" (hereinafter referred to as "the Campaign") which shall be held from **1 August 2020 – 28 August 2020**. (hereinafter referred to as "Campaign Period") has been extended to **30 September 2020**.

### 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 Cash Upfront, Contra or RakuMargin account during the Campaign Period.
  - ii) New customers of Rakuten Trade who open and activate a Rakuten Trade **DUAL account** (comprised of simultaneous application to – Cash Upfront account and Contra account) or **COMBO account** (comprised of simultaneous application to – Cash Upfront account and RakuMargin account) or a standalone Cash Upfront account during the Campaign Period. (hereinafter referred to as "New Clients").
  - iii) Rakuten Trade employees are eligible to participate in this Campaign but shall be limited to Cash Upfront account opening only ("Rakuten Trade employees")
4. Existing Clients and New Clients shall be collectively known as Eligible Participants.
5. A Rakuten Trade account is activated upon the issuance of a Central Depository System account.
6. Existing Clients who terminate an a Rakuten Trade account and thereafter activate a new Rakuten Trade account (Cash Upfront, Contra or RakuMargin) during the Campaign Period shall not be allowed 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. New Clients Account Opening

8. All New Clients shall be automatically enrolled in the Campaign.

9. Subject to these Terms and Conditions, New Clients who open and activate a Rakuten Trade account through Boost app under the promotion page during the Campaign Period by entering the promo code “Boost” (“hereinafter referred to as Promo Code”) on page 1 of the application form shall be rewarded with **Boost cashback code worth RM8.00** per account activated.
10. Provided that the Eligible Participants concurrently opens and activates both a Rakuten Trade Cash Upfront and Contra account or Cash Upfront and RakuMargin through Boost app under the promotion page during the Campaign Period and enter the promo code “Boost” on page 1 of the application form shall be rewarded with **Boost cashback code worth RM20.00** for both activated accounts (**RM10 cashback code** each).
11. Boost cashback code/s shall **not** be awarded if Eligible Participants fail to include the promo code in the application form.
12. Eligible Participants must activate their Rakuten Trade account by **30 September 2020, 4.30pm** to qualify for the Boost cashback code/s.

#### **B. Existing Client Account Opening**

13. Existing Clients who open and activate a 2<sup>nd</sup> or 3<sup>rd</sup> Rakuten Trade account pursuant to this Campaign through the login dashboard shall choose the answer “**Promotion**”; “**Boost**” for the question “**What inspired you to open your second account?**”
14. Boost cashback code/s shall **not** be awarded if subsequent account holders fail to answer the question “**What inspired you to open your second account?**” accordingly.
15. Existing Clients must activate their Rakuten Trade account by **30 September 2020, 4.30pm** to qualify for the Boost cashback code.

#### **General**

16. Cashback codes for account opening shall be emailed to the Eligible Participants within **thirty (30) calendar days** after account/s activated.
17. No other Rakuten Trade account opening related campaign shall be applicable during the Campaign Period.
18. The “Boost” promo code will **supersede** all other Rakuten Trade account opening related campaigns with the exception of campaigns with **Loyalty Partner via unique link**.
19. The Boost cashback code is non-transferable to any third party, non-negotiable and nonexchangeable for cash or other items. Rakuten Trade and/or Boost shall have the right and discretion to remove or substitute the voucher code with any other item of similar value without prior notice.
20. By participating in the Campaign, 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.

21. 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 participants to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the participants as a direct or indirect result of the act of cancellation, termination or suspension.
22. 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 Participants and be deemed to be brought to the attention of the participants through any notice displayed at Rakuten Trade's website.
23. 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 participants directly or indirectly from the Campaign.
24. 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.
25. 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](https://www.rakutentrade.my/files/pdpa_notices.pdf)).
26. 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.