

Terms and Conditions Rakuten Trade x HelloGold Campaign

Rakuten Trade x HelloGold Campaign

1. The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. ("Rakuten Trade") "Rakuten Trade x HelloGold Campaign" (hereinafter referred to as "the Campaign") which shall be held from **2 January 2020 - 31 March 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 new customers of Rakuten Trade who have activated a Rakuten Trade Cash Upfront account and/or both a Cash Upfront account and Contra account only during the Campaign Period ("Eligible Participants"). A Rakuten Trade account is activated upon the issuance of a Central Depository System (CDS) number.
4. Rakuten Trade customers who terminate an existing Rakuten Trade account and thereafter activate a new Rakuten Trade account (Cash Upfront or Contra) during the Campaign Period shall not be allowed to participate in this Campaign.
5. Rakuten Trade employees are eligible to participate in this Campaign but shall be limited to Cash Upfront account opening only ("Rakuten Trade employees").
6. Existing Rakuten Trade customers with single accounts who activate a 2nd Rakuten Trade account during the Campaign Period ("Existing Holders") are 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.
8. This Campaign is **not** applicable to RakuMargin or any other Rakuten Trade account that is activated together with RakuMargin.

9. **Campaign Mechanism**

A. New Customer Account Opening

10. All Eligible Participants shall be automatically enrolled in the Campaign.
11. Subject to these Terms and Conditions, Eligible Participants who open and activate a Rakuten Trade account during the Campaign Period at <http://l.ead.me/HelloGold> and enter the Promo Code tab with "HelloGold" on page 1 of the application form shall be rewarded with **HelloGold promo code worth RM30.00** per account activated.

12. Provided that the Eligible Participants concurrently opens and activates both a Rakuten Trade Cash Upfront and Contra account, at <http://l.ead.me/HelloGold> and enter the Promo Code tab with "HelloGold" on page 1 of the application form shall be rewarded with **HelloGold promo codes worth RM60.00** for both activated accounts.
13. HelloGold promo code/s shall **not** be awarded if Eligible Participants fail to include the Promo Code in the application form.
14. Eligible Participants must activate their Rakuten Trade account by **31 March 2020, 4.30pm** to qualify for the HelloGold promo code/s.

B. Existing Client Account Opening

15. Existing holders who open and activate a 2nd Rakuten Trade account pursuant to this Campaign through the login dashboard shall choose the answer "**Promotion**"; "**HelloGold**" for the question "**What inspired you to open your second account?**"
16. HelloGold promo code/s shall **not** be awarded if subsequent account holders fail to answer the question "**What inspired you to open your second account?**" accordingly.
17. Existing holders must activate their Rakuten Trade account by **31 March 2020, 4.30pm** to qualify for the HelloGold promo code.

C. Brokerage Rebate

18. A brokerage rebate shall be given to Eligible Participants who successfully activate their Rakuten Trade account via the promo code "HelloGold" subject to the first successful matched trade transaction, from either account, within **10 working days** post account activation.
19. A brokerage rebate shall be given to Existing Holders who successfully activate their Rakuten Trade account by answering the question "**What inspire you to open your second account?**" accordingly subject to the first successful matched trade transaction, from the subsequent account, within **10 working days** post account activation.
20. The rebate will be credited into the **Cash Upfront account** of Eligible Participant and Existing Holders within **thirty (30) calendar days** after the Campaign Period has ended.
21. Eligible Participants and Existing Holders must activate their Rakuten Trade account and perform their 1st successful matched order by **31 March 2020, 5.00pm** to qualify for the HelloGold promo code/s and brokerage rebate.

General

22. All the promo codes shall be emailed to the Eligible Participants and Existing Holders within **thirty (30) calendar days** after account activated.
23. No other Rakuten Trade account opening related campaign shall be applicable during the Campaign Period.

24. The “HelloGold” promo code will **supersede** all other Rakuten Trade account opening related campaigns with the exception of campaigns with **Loyalty Partner via unique link**.
25. The HelloGold promo code is non-transferable to any third party, non-negotiable and nonexchangeable for cash or other items. Rakuten Trade and/or HelloGold shall have the right and discretion to remove or substitute the voucher code with any other item of similar value without prior notice.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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).
32. 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.