

# **Terms and Conditions of “Two is Better Than One”**

## **Two is Better Than One**

1. These terms and conditions are applicable to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) Two is Better Than One Campaign (“Campaign”) held from 1 June 2018 to 31 December 2018 has been extended to 5 July 2019 (hereinafter referred to as “Campaign Period”).

## **Eligibility**

2. The Campaign is open to all new Rakuten Trade Customers who are Malaysian residents (including with Permanent Resident status), except individuals below the age of 18.
3. This Campaign applies to concurrent account opening for Rakuten Trade’s Cash Upfront Account and Contra Account, subject to the submission of complete information/documentation from the Customer.

## **The Campaign Mechanism**

4. Upon successful registration from 1 June 2018 to 5 July 2019 (“rebate eligible period”), the Customer shall pay RM20.00 for CDS account opening (“rebate”) upon concurrent activation of the Cash Upfront Account and Contra Account. During the rebate eligible period, the Customer shall receive a rebate of RM10.00 (“rebate”) credited into the Customer’s securities trading account.
5. The rebate is non-transferable to any third party, non-negotiable and non-exchangeable for cash or other items.
6. In addition to the rebate, the Customer shall receive the following:-
  - 6.1.1 250 Rakuten Trade points (“RT points”) for each Rakuten Trade account upon account activation;
  - 6.1.2 500 RT points for each Rakuten Trade account with a minimum deposit of RM 100 in the respective account within five (5) business days post account activation; and
  - 6.1.3 1,000 RT points for each Rakuten Trade account upon the first successful matched trade made within ten (10) days post account activation.
7. The Customer shall be responsible to pay any clearing fees, stamp duty, service tax (SST) and taxes (including but not limited to goods and service tax (“GST”), incidental cost and/or any other charges relating to any of the rebate unless stated otherwise. Rakuten Trade shall not be held liable for any taxes (including but not limited to GST), incidental cost, charges and/or damage caused by the rebate and/or non-fulfilment by Rakuten Trade.

8. To participate in this Campaign, personal particulars (such as name, trading account number/ NRIC number) of the Customer must be provided at the point of account opening. Rakuten Trade reserves the right to reject the participation of the Customer in this Campaign if the relevant information is not made available at the time of account opening.
9. Rebate redemption which has been converted into cash value in the Customer's securities trading account after the end of the rebate eligible period may be used to redeem against future transactions with Rakuten Trade only.

### **General Terms**

10. Rakuten Trade reserves the right to disqualify/reject the waiver for the Customer for any reason whatsoever, including upon the occurrence of the following:-
  - a) Any assisted trade (where trades are made through the telephone);
  - b) Any Bursa Good-Till-Date orders beyond the rebate eligible period; and
  - c) Any matched order beyond trading hours during the rebate eligible period.
11. Rakuten Trade reserves the right to terminate or suspend this Campaign for any reason whatsoever without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Rakuten Trade shall not entitle any of the Customers to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Customers as a direct or indirect result of the act of cancellation, termination or suspension.
12. Rakuten Trade reserves the right in its absolute discretion to amend, vary, delete or add to any of these terms and conditions, at any time without prior notice and without having to disclose any reason therefore and without any payment or compensation whatsoever. Any variation, additions, deletions or amendments to the terms and conditions herein shall be binding on the Customers and be deemed to be brought to the attention of the Customer through any notice displayed at Rakuten Trade's website.
13. The decision of Rakuten Trade on all matters relating to the Campaign is final, conclusive and binding on all Rakuten Trade Customers and no correspondence will be entertained. In the event of any inconsistency between these terms and conditions and any marketing material relating to this Campaign, these terms and conditions will prevail.
14. Rakuten Trade's record of all matters relating to the Campaign is conclusive and binding on the Customer. Rakuten Trade shall be entitled, for any reason and at any time, without liability or prior notice, to suspend the calculation or accrual of the rebate, to rectify any errors in the calculation or otherwise adjust such calculation.

### **Miscellaneous**

15. Participation in this Campaign shall be deemed acceptance by the Customer of the terms and conditions herein and consent to collect and use the personal data of the Customer for purposes related to this Campaign including but not limited to photographs to be used, displayed and published by Rakuten Trade's social media,

paid and free television programs, radio channels, print collaterals, online advertisement and email direct marketing at its sole and absolute discretion for advertising and publicity purposes and the Customers are deemed to have consented to such collection and use.

16. By participating in this Campaign, all Customers hereby expressly irrevocably consent and authorize Rakuten Trade to disclose any information that the Customers have provided to Rakuten Trade for the purpose of cross selling, marketing and promotions, its agents, sponsors and/or such persons or third parties as Rakuten Trade may deem fit.
17. 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)).
18. Rakuten Trade shall not be held liable and/or responsible for any loss, damage or any other form of liability in whatsoever nature and howsoever arising or suffered by any Customer resulting directly or indirectly from participating in this Campaign or resulting from the acceptance, possession, use/misuse of the rebate in this Campaign.
19. Rakuten Trade shall not be held liable for any default of its obligations under this Campaign due to any force majeure event which include but is not limited to act of God, war, riot, lockout, industrial, action, fire, flood, drought, storm and/or any event beyond the reasonable control of Rakuten Trade.
20. This Campaign shall be governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia. All applicable local laws and regulation apply to this Campaign.

### **Contact Us**

Please contact us for inquiries on the "Rakuten Trade Two is Better Than One Promotion Campaign " at 1800 88 6011 from Monday – Friday 8:00am –6:00pm or email us at [customerservice@rakutentrade.my](mailto:customerservice@rakutentrade.my).