Terms and Conditions of "#BonusLink Trade & Win"

 The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. ("Rakuten Trade") "#BonusLink Trade & Win" (hereinafter referred to as "the Campaign") which commences from 2 January 2020 to 31 December 2020 (hereinafter referred to as "the Campaign Period").

<u>Eligibility</u>

- 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) **New** Rakuten Trade customers who activate a Cash Upfront account only during the Campaign Period.
 - ii) **New** Rakuten Trade customers who activate a Cash Upfront and Contra account (dual account) during the Campaign Period; and
 - iii) **Existing** Rakuten Trade customers who activate a subsequent Cash Upfront or Contra account.

i, ii and iii are the "Eligible Participants". New Rakuten Trade customers who activate a combo account application (Cash Upfront account and RakuMargin account) and existing customers who activate a subsequent RakuMargin account are excluded from the Campaign.

- 4. A Rakuten Trade account is activated upon the issuance of a central depository system (CDS) number.
- 5. 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 eligible to participate in this Campaign.
- 6. Rakuten Trade employees are not eligible to participate in this Campaign.
- 7. Any individual who is below the age of eighteen (18) years as of the 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. All Eligible Participants are required to register Rakuten Trade account (at <u>https://l.ead.me/BL2020</u>) during the Campaign Period and **the BonusLink Card Number must be filled up (manually)** during the Rakuten Trade account registration. In the event the Eligible Participants have yet to register as BonusLink Members, they are required to do so in order to receive BonusLink Points rewards pursuant to this Campaign.
- 10. Subject to these Terms & Conditions, each Eligible Participant who activate:
 - A Rakuten Trade Account (either Cash Upfront or Contra) shall be rewarded with **1,000 BonusLink Points**.

- Both Cash Upfront and Contra Accounts (sign up at the same time) shall be rewarded with **2,888 BonusLink Points**.
- 11. Eligible Participants must activate their Rakuten Trade account latest by 31 December 2020, 4:30pm to qualify for the BonusLink Points. All **BonusLink Points** will be credited to the Eligible Participant's BonusLink Member Account by the last day of the following month based on the last account activation or any further date as determined by BonusLink.
- 12. Each Eligible Participants shall receive:
 - 1 lucky draw entry when they perform 1st trade using either Cash Upfront or Contra Account (must be activated during the campaign)
 - **2 lucky draw entry** when they perform 1st trade using both Cash Upfront **and** Contra Account (must be activated during the campaign)
- 13. 10 lucky winners will be randomly selected each draw which be held during the second week of April 2020, July 2020, October 2020 and January 2021 respectively. Each lucky winner will be rewarded with 3,888 BonusLink Points each within 2 weeks after the winners' announcement is made after each draw on Rakuten Trade's Social Media channel or any further date as determined by Rakuten Trade. No repeat winners shall be allowed.

<u>General</u>

- 14. Eligible Participants who open and activate a Rakuten Trade account pursuant to this Campaign shall choose the answer "Loyalty Partners"; "BonusLink" for the question "How did you hear about us?"
- 15. Any 2nd Rakuten Trade account pursuant to this Campaign through the login dashboard shall choose the answer "Loyalty Partners"; "BonusLink" for the question "What inspire you to open your second account?"
- 16. This Campaign **cannot be combined with another Rakuten Trade account opening related campaign or Promotion Code** during the Campaign Period. In the event that the unique URL for this campaign is not used, the applicant shall not be eligible for the campaign reward.
- 17. Participation in this Campaign shall be deemed consent by the Eligible Participant for Rakuten Trade and BonusKad Loyalty Sdn. Bhd. to collect, process and use the Eligible Participant's personal data (including but not limited to the name, NRIC, passport number) for the purpose of this Campaign in accordance with Rakuten Trade's and BonusKad Loyalty Sdn. Bhd.'s respective Personal Data Protection Notice (which is available at <u>https://www.rakutentrade.my/files/pdpa_notices.pdf</u>), owing to the Eligible Participants. Eligible Participants who do not consent to the use of their Personal Data shall not be eligible for the lucky draw and must immediately notify Rakuten Trade.
- 18. BonusKad Loyalty Sdn. Bhd. further reserve their right to use any personal data, images or videos of Eligible Participants in any manner and/or for any purpose related to this Campaign in accordance with its privacy policy (which is available at

<u>https://www.bonuslink.com.my/EN/PrivacyNotice.aspx</u>) and the Participants are deemed to consent to such use with no monetary payment.

- 19. By participating in the Campaign, Eligible Participants are deemed to have agreed to be bound by these Terms & Conditions. Rakuten Trade and BonusKad Loyalty Sdn. Bhd.'s decision on all matters relating to the Campaign is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 20. The terms and conditions of BonusLink Loyalty Programme ("BonusLink Terms") shall apply in addition to these terms which is available at <u>https://www.bonuslink.com.my/EN/Content/MembershipTermsAndConditions.aspx</u>. In the event of any inconsistency between these Terms and Conditions and BonusLink Terms, the BonusLink Terms shall prevail only to the extent of the BonusLink Points.
- 21. Rakuten Trade and BonusKad Loyalty Sdn. Bhd. reserve 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 Participants to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
- 22. Rakuten Trade and BonusKad Loyalty Sdn. Bhd. reserve 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 Participants through any notice displayed at Rakuten Trade's website.
- 23. Rakuten Trade and BonusKad Loyalty Sdn. Bhd. 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.
- 24. Rakuten Trade and BonusKad Loyalty Sdn. Bhd. 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, storm or any event beyond the reasonable control of Rakuten Trade and BonusKad Loyalty Sdn. Bhd.
- 25. 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.