# **Terms and Conditions of Trade & Earn Programme**

### **Trade & Earn Programme**

- Trade & Earn Programme ("Programme") is organised by Rakuten Trade Sdn. Bhd. ("Rakuten Trade") and the following terms and conditions ("Terms and Conditions") shall apply to all existing and new customers of Rakuten Trade who have activated a Rakuten Trade account ("Eligible Participants").
- 2. Subject to these Terms and Conditions, the Eligible Participants will be rewarded with Rakuten Trade Points ("RT Points"). RT Points are points awarded to Eligible Participants through Rakuten Trade website.
- 3. Subject to these Terms and Conditions, the Eligible Participant may convert RT Points to the reward points of Rakuten Trade's following partners:
  - a) AirAsia BIG BIGLIFE Sdn. Bhd. (formerly known as BIG LOYALTY SDN. BHD. and THINK BIG DIGITAL SDN. BHD.)
  - b) BonusLink BonusKad Loyalty Sdn. Bhd.
  - c) Boost Axiata Digital Ecode Sdn. Bhd.

#### Eligibility

- 4. Employees of Rakuten Trade shall be eligible to participate in this Programme.
- 5. 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 Programme.

## **Programme Mechanism**

- 6. All Eligible Participants will be automatically enrolled in the Programme.
- 7. Subject to these terms and conditions, Eligible Participants will be rewarded with 1 RT Point for every successful trade with brokerage of RM2.00 through Rakuten Trade.
- 8. Rakuten Trade may award double or triple RT Points or any other amount for a limited time ("Promotion Period") at Rakuten Trade's discretion from time to time. The RT Points earned during any Promotion Period will be added to an Eligible Participants' account during the Promotion Period only. These Terms and Conditions shall also apply during the Promotion Period.
- 9. Eligible Participants who receive a rebate on their day trades based on the Day Trade Rebate Programme shall not be eligible to earn RT Points.

#### **General**

- 10. By participating in the Programme 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 Programme is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 11. The RT Points shall be updated in the Eligible Participant's account on a daily basis or such other period as determined by Rakuten Trade.
- 12. The conversion of RT Points to the reward points of Rakuten Trade's partners is subject to the partners terms and conditions. Please refer to the terms and conditions of the BIGLIFE Sdn Bhd, the operator of the AirAsia BIG Loyalty Programme which is available at <a href="https://www.airasiabig.com/my/en/ask-big?topic=26&sub=-1&subsub=1&article=69">https://www.airasiabig.com/my/en/ask-big?topic=26&sub=-1&subsub=1&article=69</a>, BonusLink <a href="https://www.bonuslink.com.my/EN/Content/MembershipTermsAndConditions.aspx">https://www.bonuslink.com.my/EN/Content/MembershipTermsAndConditions.aspx</a>.
- 13. RT Points shall expire within thirty six (36) months at the end of the calendar month or any other period as determined by Rakuten Trade from time to time.
- 14. The accumulated RT Points should be converted to Rakuten Trade's partners prior to the expiry failing which the RT Points shall be automatically cancelled. Rakuten Trade may from time to time at its sole and absolute discretion, change the period of validity of the RT Points and/or their date of expiry without prior notice to the Eligible Participants.
- 15. RT Points are not transferable and redeemable for cash or credit. Eligible Participants whose RT Points are cancelled or have expired in accordance with these Terms and Conditions shall not be entitled to any compensation.
- 16. Rakuten Trade reserves the right to cancel, terminate, suspend the Programme 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.
- 17. 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 Participants through any notice displayed at Rakuten Trade's website.
- 18. 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 Programme.
- 19. Rakuten Trade shall not be held liable for any default of its obligation under the Programme 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.
- 20. The Programme shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.