

Terms and Conditions for Merchant Discounts and Special Offers

1. Introduction

1.1. This service is provided by Sterling Bank Limited ("Sterling Bank" or the "Bank") through its Gender Banking Desk to female customers who meet the eligibility criteria which includes the underlisted conditions under clause 2 of this General Terms and Conditions and any additional eligibility criteria {"Eligible Customer(s)"}.

1.2. The service allows Sterling Bank to facilitate the access of eligible customers to enjoy discounts and other benefits provided by approved participating merchants, subject to these Terms and Conditions and any additional terms specified by each merchant ("the service").

1.3. Access or participation in an offer does not guarantee eligibility to apply for or approval of the offer. All offers under this Agreement are subject to the Bank's due diligence, the terms of this Agreement and the Participating Merchant terms ("the acceptance criteria").

2. Eligibility

2.1. The service is available only to eligible customers who maintain an active Sterling Bank account in good standing and any other eligibility criteria as detailed in these Terms and Conditions and any other applicable Agreement.

2.2. Customers may be required to meet additional eligibility requirements communicated by Sterling Bank or the participating merchant.

2.3. Customers with dormant, restricted or otherwise ineligible accounts may not qualify for the service.

3. Merchant Offers

3.1. Discounts and other benefits are available only from participating merchants to eligible customers who meet the acceptance criteria.

3.2. The value, validity period and applicable conditions of each offer may vary by merchant.

3.3. All offers are subject to availability and the participating merchant's applicable terms and conditions.

3.4. Unless expressly stated otherwise, offers:

- a. are available only to the eligible customer subject to the Merchant terms;
- b. cannot be transferred to another person;
- c. cannot be exchanged for cash; and
- d. cannot be combined with another discount, promotion or offer.

3.5. Customers are advised to confirm the applicable discount, eligibility requirements and exclusions with the participating merchant before completing a transaction.

4. Participating Merchants

4.1. Participating merchants are independent third-party service providers and do not act as agents or representatives of Sterling Bank.

4.2. Customers to note that each participating merchant is solely responsible for:

- a. the availability, description, quality and suitability of its products or services;
- b. the prices, fees and other charges applicable to its products or services;
- c. processing, fulfilment and delivery;
- d. warranties, returns, exchanges and refunds;
- e. customer complaints and after-sales support; and
- f. compliance with applicable laws relating to its products, services and business activities.

5. Redemption of Offers

5.1. Customers may be required to pay with an approved Sterling Bank card or through another payment channel specified for the relevant offer.

5.2. Customers may also be required to present evidence of eligibility or follow the redemption process communicated by Sterling Bank or the participating merchant.

5.3. Failure to meet the applicable payment, eligibility or redemption requirements may result in the discount or benefit not being applied.

5.4. Sterling Bank shall not be responsible where a transaction is declined, reversed, delayed or otherwise unsuccessful due to insufficient funds, payment restrictions, technical issues or circumstances outside the Bank's reasonable control.

6. Sterling Bank's Role and Liability

6.1. Sterling Bank's role is limited to facilitating the arrangement through which eligible customers may receive offers from participating merchants.

6.2. Sterling Bank does not manufacture, supply, deliver or provide the products or services offered by participating merchants.

6.3. To the extent permitted by law, Sterling Bank shall not be liable for:

- a. the quality, safety, suitability or availability of any merchant product or service neither shall Sterling Bank be liable for the negligence, breach of terms, recklessness of the Participating Merchant;

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- b. any act, omission, negligence, misrepresentation or breach by a participating merchant;
- c. any delay, loss, damage or inconvenience arising from a merchant transaction;
- d. the withdrawal, alteration or unavailability of an offer; or
- e. any dispute between a customer and a participating merchant.
- f. Any warranty claims, repairs, replacements, or after-sales service obligations relating to products purchased from the Participating Merchant;
- d) failure by the Participating Merchant to fulfil orders, honour advertised pricing, maintain stock availability, meet delivery timelines, or maintain service standards; or
- e) any representation, warranty, or guarantee made by the Participating Merchant in relation to its product.

6.3. The Participating Merchant is an independent third-party vendor and is not acting as an agent or partner of Sterling Bank for the purposes of this Offer.

6.4. Complaints relating to merchant products, services, pricing, delivery, warranties, refunds or after-sales support should be directed to the relevant merchant.

7. Changes to the Offer

7.1. Sterling Bank may add, remove or replace participating merchants or modify available offers at any time, subject to applicable laws and regulatory requirements.

7.2. Sterling Bank does not guarantee the continued participation of any merchant or the continued availability of any offer.

8. Data Privacy

8.1. Where necessary to verify eligibility or facilitate an offer, Sterling Bank may process or share relevant customer information in accordance with applicable data protection laws and the Bank's Privacy Policy.

8.2. Participating merchants are independently responsible for the personal information they collect directly from customers.

9. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and all disputes with respect to these Terms and Conditions shall be adjudicated in a competent Court in Nigeria.

10. Offer Duration

10.1. This offer shall remain available until withdrawn by Sterling Bank.

10.2. Sterling Bank reserves the right to amend, suspend or discontinue the offer or these Terms and Conditions at any time, subject to applicable laws and regulatory requirements.