DARE. DO. DONE. Terms & Conditions

Effective Date: 9 September, 2026

Organizer: Sterling Bank Limited ("Sterling Bank", "Sterling", "the Bank", "We", "Us", "Our"), a company registered in Nigeria with its registered office at Sterling Towers, 20 Marina, Lagos.

IMPORTANT NOTICE

Please read these Terms and Conditions carefully before using the Dare. Do. Done. Tool.

The Dare. Do. Done. Campaign is a digital assessment and recommendation tool designed to help Users identify financial goals, understand potential barriers and explore Sterling Bank products, services and support options that may be relevant to those goals.

Completing the Assessment does not constitute an application for credit or any other Sterling Bank product, an offer, approval, commitment to lend, or guarantee of eligibility. Any application for a Sterling Bank product or service will be subject to the applicable product terms, eligibility requirements, verification, affordability or credit assessment, regulatory requirements and Sterling Bank's applicable approval processes.

The Recommendation generated by the Tool is based on information provided by the User and is intended for general guidance. It should not be treated as independent financial, legal, tax or other professional advice.

1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the meanings ascribed to them below:

- **Assessment"** means the multi-stage questionnaire presented through the Tool and comprising the Dare, Do and Done phases
- **"Campaign"** means the Dare. Do. Done. digital assessment and recommendation campaign operated by Sterling Bank.
- **"Contact Information"** means information provided by the User for purposes of participating in the Campaign, including name, email address, telephone number, preferred communication channel and location.
- **"CRM"** means Sterling Bank's customer relationship management system.
- **"Done Plan"** means the summary generated from the Assessment containing the User's stated goal, assessment outcome, Recommendation and suggested Action Plan, which may be made available for download or delivery through the communication channel selected by the User.

- **"Lead"** means a record created in Sterling Bank's systems from information submitted through the Campaign for purposes of administering the Campaign and, where applicable, following up on the User's stated interest, subject to applicable consent requirements and applicable law.
- **"Marketing Consent"** means the User's separate and affirmative consent to receive promotional or informational communications concerning Sterling Bank's products, services and offers.
- **"Personal Data"** means information relating to an identified or identifiable individual as defined under applicable data-protection law.
- **"Recommendation"** means the product route, support option, suggested next steps and/or preparatory checklist generated by the Recommendation Engine based on the information supplied by the User.
- **"Recommendation Engine"** means the rules-based assessment mechanism used by the Tool to evaluate information supplied by the User and generate a Recommendation.
- **"Tool"** means the online digital interface through which the User accesses and completes the Assessment.
- **"User"** means an individual aged 18 years or above who accesses or uses the Campaign or Tool.

2. THE CAMPAIGN

The Dare. Do. Done. Campaign is a digital engagement and financial-goal assessment initiative operated by Sterling Bank.

The Campaign is intended to help Users:

- ➢ identify financial goals;
- ➢ assess their current readiness;
- ➢ identify barriers to achieving those goals;
- ➢ identify potentially relevant Sterling Bank products, services or support options; and
- ➢ receive suggested next steps and preparatory information.

The Assessment comprises three phases:

Dare - The User identifies a primary financial goal and may identify additional goals.

Do- The User provides information concerning readiness, barriers, preferred support, timing and location.

Done -The Recommendation Engine processes the User's responses and generates a Recommendation and Action Plan.

Depending on the functionality of the Tool, the Assessment may request information relating to:

- financial goals;
- personal or business circumstances;
- readiness stage;
- identified barriers;
- preferred support;
- target timeline;
- location;
- communication preferences; and
- optional business information.

The Tool will identify information that is mandatory for completion of the relevant Assessment and, where applicable, information that is optional.

3. **ELIGIBILITY**

The Campaign is open to individuals who:

- are at least 18 years old;
- are based in Nigeria or are otherwise interested in engaging with Sterling Bank's services;
- provide accurate and truthful information;
- have the capacity to accept these Terms; and
- comply with these Terms and applicable law.

Sterling Bank may restrict, suspend or terminate a User's access to the Tool where reasonably necessary to prevent fraud, abuse, unlawful activity, security threats, manipulation of the Tool or a material breach of these Terms.

Any restriction or suspension will not prevent a User from exercising any statutory, regulatory or contractual right to make a complaint or seek redress.

4. **CAMPAIGN PERIOD AND AVAILABILITY**

The Campaign will commence on **9th of September** and will continue until **31st December 2026** , unless earlier suspended or terminated in accordance with these Terms.

Sterling Bank may modify, suspend or terminate the Campaign where reasonably necessary for operational, technical, security, regulatory or other legitimate business reasons.

Where reasonably practicable, Sterling Bank will provide advance notice of material changes or termination through the Tool, its website or an available communication channel.

The Tool is provided on an "as available" basis. Sterling Bank will take reasonable steps to maintain its availability, security and proper functioning but does not guarantee uninterrupted or error-free access.

Nothing in this section affects rights or obligations that accrued before suspension, modification or termination.

5. ACCESS AND ASSESSMENT COMPLETION

Users may access the Campaign through: https://sterling.ng/do

No pre-registration is required unless otherwise stated in the Tool.

The Tool may require Users to provide certain information to complete the Assessment and generate a Recommendation. Mandatory fields will be identified within the Tool.

Users are responsible for ensuring that information submitted through the Assessment is accurate, complete and current.

Users must not submit Personal Data belonging to another individual unless they are authorised or otherwise legally permitted to do so.

Following submission of the Assessment, the User may receive a summary of the Recommendation and Action Plan and, where functionality is available, may download or request delivery of the Done Plan.

6. **RECOMMENDATIONS AND ACTION PLANS**

6.1 Nature of Recommendations

Recommendations are generated from information supplied by the User and the methodology used by the Recommendation Engine.

A Recommendation:

- is intended to provide general guidance;
- is personalised to the information supplied by the User;
- is not a binding offer;
- is not an approval or commitment to provide credit or another financial product;

- does not guarantee eligibility for any product or service; and
- does not constitute independent financial, legal, tax or other professional advice.

A Recommendation does not create a contractual obligation on Sterling Bank to provide any product, service, facility or other financial accommodation.

Sterling Bank will take reasonable steps to ensure that the Recommendation Engine operates in accordance with its approved methodology.

6.2 Product Eligibility

A Recommendation does not guarantee that the User qualifies for, or will be approved for, a particular product or service.

Actual eligibility and approval will be determined through the applicable Sterling Bank product and assessment process and may depend on information, documentation, verification, affordability, creditworthiness, risk assessment, regulatory requirements and other applicable criteria.

6.3 Product Terms

Any applicable interest rates, fees, charges, repayment obligations, conditions or other product terms will be disclosed separately before the User enters into the relevant product agreement.

The Recommendation does not fix or guarantee any future interest rate, fee, charge, product term or other commercial condition.

6.4 Action Plan

The Action Plan and checklist are intended to assist Users in preparing for their stated financial goals.

Following the Action Plan or completing the checklist does not guarantee product eligibility, approval or any particular financial outcome.

7. RECOMMENDATION ENGINE AND AUTOMATED PROCESSING

The Tool uses a rules-based Recommendation Engine to evaluate information supplied by the User and identify potentially relevant products, services or support options.

The Recommendation Engine may involve automated profiling of information supplied by the User.

The Recommendation is not a credit decision, underwriting decision, approval or rejection of a financial product.

Where applicable law gives a User rights concerning automated processing, including a right to obtain information, object to certain processing or request human intervention or review, Sterling Bank will provide the applicable mechanism for exercising those rights.

Sterling Bank may provide information within the Tool explaining, at an appropriate level, the principal factors that contributed to a Recommendation.

8. LEAD CREATION AND FOLLOW-UP

Upon submission of the Assessment, Sterling Bank may create an Assessment record and, where appropriate, a Lead in its CRM for the purposes of administering the Campaign and managing the User's stated interest.

The Lead may contain:

- Contact Information;
- location;
- stated financial goal;
- Assessment responses;
- Recommendation and outcome;
- communication preferences;
- consent status;
- submission date and reference; and
- optional business information supplied by the User.

Leads may be routed to the relevant Sterling Bank business unit based on the Recommendation or other operational criteria.

Service Follow-Up

Where the User has affirmatively selected the service follow-up option, Sterling Bank may contact the User regarding the Recommendation and related products or services through the communication channel selected by the User.

Service follow-up consent and Marketing Consent.

Users who participate in the Campaign will receive marketing communications based on their Recommendations after submission.

Marketing communications will be sent to Users who have provided Consent or where such communications are otherwise permitted by applicable law. Users may withdraw Marketing Consent at any time using the applicable opt-out mechanism.

9. DATA PROTECTION AND PRIVACY

Sterling Bank will process Personal Data collected through the Campaign in accordance with applicable Nigerian data-protection law and Sterling Bank's Privacy Notice.

- The Personal Data collected may include:
- name and contact details;
- location;
- Assessment responses;
- communication preferences;
- business information voluntarily provided by the User; and
- information generated from the User's interaction with the Tool.

Personal Data may be processed for purposes including:

- administering the Assessment;
- generating and delivering Recommendations;
- creating and managing Leads;
- providing requested services;
- responding to enquiries;
- analytics and Campaign evaluation;
- fraud prevention and security;
- regulatory and legal compliance;
- improving the Tool and Campaign; and
- marketing, where the User has provided the required consent or another lawful basis applies.

The full details of Sterling Bank's processing activities, lawful bases, data-subject rights, retention periods and applicable third-party disclosures are contained in the Privacy Notice.

https://sterling.ng/privacy/

In the event of a conflict concerning the processing of Personal Data, the Privacy Notice and applicable data-protection law shall govern.

9.1 DATA SUBJECT RIGHTS

Subject to applicable law, Users may have rights in relation to their Personal Data, including rights to:

- be informed about processing;
- access Personal Data;
- request correction or rectification of inaccurate Personal Data;
- object to certain processing;
- request restriction of processing in applicable circumstances;
- request deletion where applicable;
- data portability where applicable;
- withdraw consent where processing is based on consent; and
- exercise rights relating to automated decision-making and profiling where applicable.
- Requests may be made using the data-protection contact details and procedures specified in Sterling Bank's Privacy Notice.

The exercise of a right is subject to applicable legal exceptions and requirements.

9.2. DATA RETENTION

Sterling Bank will retain Personal Data only for as long as reasonably necessary for the purposes for which it was collected, including to:

- comply with legal and regulatory obligations;
- maintain appropriate business and transaction records;
- prevent and investigate fraud;
- resolve disputes; or
- establish, exercise or defend legal claims.

Personal Data will be deleted, anonymised or otherwise securely disposed of when it is no longer required, subject to applicable legal and regulatory retention requirements.

The applicable retention periods or criteria are described in Sterling Bank's Privacy Notice.

10. **THIRD-PARTY SERVICE PROVIDERS**

Sterling Bank may disclose Personal Data to service providers, technology providers, professional advisers and other processors that assist in operating the Campaign or providing related services.

Such parties will be subject to appropriate confidentiality, security and data-protection obligations.

Sterling Bank may also disclose Personal Data where:

- required or permitted by law;
- required by a court or competent regulatory authority;
- necessary for fraud prevention or security;
- necessary to establish, exercise or defend legal claims; or
- the User has provided the required consent.

Where Personal Data is disclosed to an independent third party for that party's own purposes, Sterling Bank will provide the information and obtain any consent required by applicable law.

12. COOKIES AND ANALYTICS

The Tool may use cookies and similar technologies to:

- operate and secure the Tool;
- remember preferences;
- monitor performance;
- understand User interaction;
- detect fraud or security threats; and
- evaluate and improve the Campaign.

Where applicable law requires consent for particular cookies or tracking technologies, the Tool will provide an appropriate consent mechanism.

Further information is available in Sterling Bank's Privacy Notice and applicable Cookie Notice.

13. USER CONDUCT

Users must use the Campaign lawfully and in good faith.

Users must not:

- provide false, fraudulent or misleading information;

- attempt to manipulate the Recommendation Engine;
- reverse-engineer or interfere with the Tool;
- use automated scripts or unauthorised access methods;
- scrape, extract or bulk-collect information from the Tool;
- circumvent security measures;
- use the Tool for unlawful purposes;
- submit information belonging to another person without appropriate authority; or
- otherwise materially breach these Terms or applicable law.

Sterling Bank may restrict access to the Tool where reasonably necessary to protect the Tool, Users, Sterling Bank or third parties from fraud, abuse, security threats or unlawful activity.

14. INTELLECTUAL PROPERTY

All intellectual property rights in the Campaign and Tool, including software, design, branding, text, graphics, the Recommendation Engine and other materials, belong to Sterling Bank or its licensors.

Subject to these Terms, Users may access and use the Tool for their personal and lawful purposes.

Users must not copy, reproduce, modify, distribute, commercially exploit, reverse-engineer or otherwise misuse the Tool or its proprietary components without Sterling Bank's prior written permission, except where permitted by applicable law.

Nothing in these Terms transfers ownership of Sterling Bank's intellectual property to a User.

15. USER RESPONSIBILITY AND INDEMNITY

Users are responsible for the accuracy of information they provide through the Tool and for their unlawful or deliberate misuse of the Campaign.

A User shall be responsible for losses directly caused by the User's fraud, deliberate misuse of the Tool, material breach of these Terms or unlawful conduct.

Nothing in this clause requires a User to indemnify Sterling Bank for losses caused by Sterling Bank's own negligence, fraud, wilful misconduct or breach of applicable law.

16. **LIMITATION OF LIABILITY**

The Dare. Do. Done. Tool is for informational and assessment purposes and is provided on an "as is" and "as available" basis.

To the fullest extent permitted by Nigerian law, Sterling Bank shall not be liable for any indirect, incidental, consequential or economic loss arising from or relating to the User's use of, or inability to use, the Tool, including reliance on any Recommendation or Action Plan, or any interruption, delay, technical failure or unavailability of the Tool.

Sterling Bank does not guarantee the accuracy or suitability of any Recommendation or the approval or availability of any product or service referred to through the Tool.

The User remains responsible for independently considering whether to apply for a product or service and for reviewing the applicable product terms before entering into any agreement.

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under applicable Nigerian law or regulatory requirements.Sterling Bank does not guarantee that:

- the Tool will always be available;
- every Recommendation will be suitable for every User;
- a User will qualify for a recommended product; or
- an application for a product will be approved.

Nothing in this section limits any statutory, regulatory or remedy available to a User.

17. FORCE MAJEURE

Sterling Bank will not be responsible for a delay or failure to perform an obligation under the Campaign where the delay or failure results from circumstances beyond its reasonable control, including natural disasters, governmental action, telecommunications failures, widespread internet outages, industrial action or third-party infrastructure failures.

Sterling Bank will take reasonable measures to mitigate the impact of such events and restore affected services as soon as reasonably practicable.

18. CHANGES TO THESE TERMS

Sterling Bank may amend these Terms where reasonably necessary to reflect changes to:

the Campaign;

- applicable law or regulation;
- security requirements;

- technology;
- operational requirements; or
- the services provided through the Tool.

Where reasonably practicable, material amendments will be communicated through the Tool, website or the User's selected communication channel before taking effect.

Changes will not retrospectively alter rights or obligations that have already accrued.

19. COMPLAINTS AND REDRESS

Users may submit complaints concerning the Campaign, Tool, Recommendation, Lead handling or related Sterling Bank services through Sterling Bank's designated complaints channels.

Complaints should contain sufficient information to enable Sterling Bank to investigate the matter, including, where applicable:

- the User's name and contact details;
- the nature of the complaint;
- relevant dates;
- the Assessment or submission reference;
- relevant supporting documentation; and
- the resolution sought.

Sterling Bank will handle complaints in accordance with its applicable complaints-management procedures and applicable regulatory requirements.

Nothing in these Terms prevents a User from exercising any statutory, regulatory or judicial right to seek redress.

20. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of the Federal Republic of Nigeria.

The parties shall endeavour to resolve disputes relating to the Campaign through Sterling Bank's complaints process before commencing court proceedings, where applicable.

Nothing in these Terms prevents a User from accessing any regulatory complaint mechanism, statutory remedy or court of competent jurisdiction available under Nigerian law.

21. CONTACT DETAILS

For enquiries, complaints or requests relating to the Campaign:

Sterling Bank Limited

Sterling Towers, 20 Marina, Lagos, Nigeria

Email: customercare@sterling.ng

Phone: 0700 822 0000

Website: www.sterling.ng

For data-protection requests, Users should use the contact details and procedures specified in Sterling Bank's Privacy Notice.

22. ELECTRONIC ACCEPTANCE AND CONSENT

The User's acceptance of these Terms may be recorded electronically through the Tool.

The Tool will distinguish, where applicable, between:

- acceptance of these Terms and Conditions;
- acknowledgement of the Privacy Notice;
- consent to service follow-up; and
- Marketing Consent.

Where consent is required for a particular processing activity or communication, Sterling Bank will obtain that consent through a clear affirmative action.

Marketing Consent is optional and is not a condition of participation in the Campaign.

The User may withdraw consent to future marketing communications at any time through the available opt-out mechanism.

Withdrawal of consent does not affect processing that Sterling Bank is otherwise legally entitled or required to undertake.

23. USER ACKNOWLEDGEMENT

By using the Tool and submitting the Assessment, the User confirms that:

- the User is at least 18 years old;
- the User has read and accepts these Terms;

- the information supplied through the Assessment is accurate and truthful to the best of the User's knowledge;
- the User understands that Recommendations are based on information supplied through the Assessment;
- the User understands that a Recommendation is not a product approval or guarantee of eligibility;
- the User understands that any application for a Sterling Bank product is subject to separate terms and approval requirements;
- the User has been directed to Sterling Bank's Privacy Notice;
- the User understands the User's communication and consent choices; and
- the User understands that the User may make a complaint or seek redress through the applicable channels.

24. FAIR TREATMENT AND CONSUMER RIGHTS

Sterling Bank is committed to treating Users fairly, honestly and transparently in connection with the Campaign.

The Campaign and these Terms shall be interpreted consistently with applicable regulatory requirements.

25. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable or, where modification is not possible, severed.

The remaining provisions shall continue in effect.

26. NO WAIVER

A failure or delay by Sterling Bank to exercise any right under these Terms shall not constitute a waiver of that right.

27. ENTIRE AGREEMENT

These Terms, together with the Privacy Notice and any other documents expressly incorporated into them, constitute the terms governing the User's participation in the Campaign.

Where there is a conflict concerning Personal Data processing, the applicable Privacy Notice and mandatory data-protection law shall prevail.

Where there is a conflict concerning the operation of the Campaign, these Terms shall apply, subject always to mandatory Nigerian law and applicable regulatory requirements.

FINAL CONSENT SCREEN

Before submitting the Assessment, the User should be presented with the following:

I confirm that:

☐ I have read and agree to the Dare. Do. Done. Terms and Conditions and Sterling Bank Privacy Notice.

☐ I would like Sterling Bank to contact me about my recommendation and related services on the Do Campaign.

SUBMIT ASSESSMENT

Important: Completing the Assessment does not constitute an application for a financial product, an offer, approval or guarantee of eligibility. Any product or service will be subject to its applicable terms, eligibility criteria and approval process.