1. DEFINITIONS

In these Terms, the following words have the meanings given below:

"Offer" means the Sterling Bank and Esorae Homes Partnership Discount Offer.

"Esorae Homes" or "Esorae" means [Esorae Homes Limited], a company registered in Nigeria with its office at [37a Glover Road Ikoyi Lagos], and the partner organisation providing the discounted products under the Offer.

"Customer" means any Sterling Bank account holder who meets the eligibility requirements and takes up the Offer.

"Eligible Products" means the Esorae Homes products to which the discount applies, as confirmed by Esorae Homes at the time of purchase.

"Discounted Rate" means the reduced price of an Eligible Product after the applicable discount is applied.

"Sterling Payment Channels" means Sterling Bank's approved payment channels for the Offer: USSD (*822#), the OneBank mobile app, SterlingPro, and Sterling Bank debit or credit cards.

"Authorised Payment Agent" means any entity appointed by Esorae Homes to receive payments on its behalf.

"Offer Period" means the period during which the Offer is valid, as set out in Section 4.

"WAT" means West Africa Time (UTC+1), the official time zone for all Offer activities.

"Terms" means these Terms and Conditions.

2. THE OFFER

Under the Offer, eligible Customers get discounts of up to five percent (5%) on Eligible Products bought from Esorae Homes and paid for through Sterling Payment Channels.

The Offer is a partnership benefit only. Sterling Bank does not sell, own, supply, warrant or guarantee any Esorae Homes product or service.

Esorae Homes is solely responsible for the Eligible Products, including their quality, availability, pricing, delivery and after-sales service.

All decisions by Sterling Bank about eligibility for the Offer are final, subject to applicable law..

3. ACCEPTANCE OF TERMS

By making a purchase under the Offer, Customers confirm that they have read, understood and agreed to be fully and unconditionally bound by these Terms and and any applicable terms and conditions governing the use of the relevant Sterling Payment Channel.

Where applicable, Customers may also be subject to Esorae Homes' terms and conditions relating to the purchase of Eligible Products.

4. OFFER PERIOD

The Offer runs from [June 2026] to [June 2027], or until withdrawn by Sterling Bank or Esorae Homes, whichever comes first.

Sterling Bank reserves the right to modify, suspend, extend or end the Offer where necessary for operational, commercial or regulatory reasons. Where the Offer is affected by events beyond Sterling Bank's reasonable control, the Force Majeure provisions in Section 12 apply.

Sterling Bank will provide reasonable notice of any material changes to the Offer through its official communication channels, where reasonably practicable and where required by applicable law.

5. ELIGIBILITY

The Offer is open to all active Sterling Bank account holders whose accounts are valid and in good standing.

The following are not eligible:

a) Account holders whose accounts are dormant or restricted or otherwise not eligible to transact;; and
b) Account holders who are in default of any obligation to Sterling Bank.

Sterling Bank reserves the right to verify a Customer's eligibility before or after a transaction at any stage of the Offer.

Customers found to have breached these Terms, given false information, engaged in fraudulent activity, or failed to meet the eligibility requirements may be disqualified from the Offer.

Where a Customer is disqualified after receiving a discount, Sterling Bank and/or Esorae Homes may take appropriate steps permitted by law in relation to the affected transaction.

6. HOW TO ACCESS THE OFFER

To benefit from the Offer, Customers must:

a) Contact Esorae Homes through [ewaenso@esoraeluxury.com/08135277556] and identify themselves as Sterling Bank customers;
b) Obtain written confirmation from Esorae Homes of the applicable Discounted Rate, such as a quote or invoice, before making any payment; and
c) Pay the full amount stated in the applicable quotation or invoice as set out in Section 7.

Customers are responsible for checking the product details,availability, applicable Discounted Rate, payment instructions and other applicable charges with Esorae Homes before paying.

Sterling Bank shall not be responsible for any discrepancy between the information provided by Esorae Homes and the amount or details of a payment made by a Customer.

7. PAYMENT PROTOCOL

- To qualify for the Discounted Rate,the full purchase price stated in the applicable quotation or invoice must be paid through a Sterling Payment Channel.
- Payment goes directly to Esorae Homes or its Authorised Payment Agent.

- Sterling Bank acts only as the payment service provider/channelfor the transaction. . It is not responsible for Esorae Homes' confirmation of payments,order processing, fulfilment, cancellations or refunds.
- If a payment succeeds but Esorae Homes does not confirm it, the Customer's sole recourse is against Esorae Homes.
- Customers should keep their transaction receipts and payment references as proof of payment.

8. DISCOUNT CONDITIONS

- The discount is up to five percent (5%) off the price of Eligible Products. The exact rate may vary by product and shall be confirmed by Esorae Homes before payment..
- Esorae Homes will confirm the Discounted Rate before payment is made.
- The discount applies only to purchases paid in full through Sterling Payment Channels during the Offer Period..
- The discount is non-transferable. It cannot be exchanged for cash or any other benefit, and it cannot be combined with other promotions unless expressly permitted by Esorae Homes.
- Esorae Homes may charge additional fees, including cancellation fees, delivery fees and incidental expenses. Such fees are the responsibility of the Customer and are governed by Esorae Homes' applicable terms and conditions.
- Sterling Bank reserves the right to withdraw the Offer from any Customer where it suspects fraud, misrepresentation, ineligibility abuse or a breach of these Terms.

9. DATA PROTECTION AND PRIVACY

By making a purchase under the Offer, the Customer acknowledges and consents to Sterling Bank sharing the Customer's name, contact information and relevant payment details with Esorae Homes to the extent reasonably necessary to facilitate and administer the Offer and complete the transaction..

Esorae Homes is an independent data controller and is responsible for its own processing of Customer data. Sterling Bank encourages Customers to read Esorae Homes' privacy policy before giving it any personal information directly.

Customers may withdraw consent for future sharing of their personal data at any time by contacting Sterling Bank using the details in Section 15. Withdrawing consent does not affect the lawfulness of any processing carried out before the withdrawal.

Sterling Bank will process all personal data in line with the Nigeria Data Protection Act 2023 and its Privacy Policy, available at https://sterling.ng/privacy/

10. INDEMNIFICATION

Customers agree to indemnify and hold harmless Sterling Bank and its affiliates, officers and employees against third-party claims, liabilities, losses, damages or reasonable costs arising directly from the Customer's breach of these Terms or any fraud or material misrepresentation by the Customer.

11. LIMITATION OF LIABILITY

Sterling Bank's role is limited to referring Customers to Esorae Homes and processing payments made through Sterling Payment Channels. Sterling Bank is not liable for:

a) Any additional charges Esorae Homes imposes, including cancellation fees, delivery fees or incidental expenses;
b) Esorae Homes failing to honour the Discounted Rate, confirm payments, process or fulfil orders,

deliver products, process refunds or returns; or
c) The quality, fitness for purpose, delivery or after-sales service of any Esorae Homes product.

Sterling Bank is not liable for indirect, special, incidental, consequential or punitive damages arising from the Offer.

To the fullest extent permitted by law, Sterling Bank is not responsible for technical failures, network interruptions, platform downtime or other events beyond its reasonable control that may delay or disrupt a transaction.

Nothing in these Terms shall exclude or limit any liability which cannot lawfully be excluded or limited under applicable law.

12. FORCE MAJEURE

Sterling Bank is not liable for any failure or delay in performing its obligations under the Offer due to circumstances beyond its reasonable control. These include, but are not limited to, acts of God, government actions, war, civil unrest, labour disputes, pandemics, epidemics, technical failures, power outages, telecommunications disruptions and cybersecurity incidents.

In such circumstances, Sterling Bank may suspend, modify, postpone or end the Offer without liability to the extent permitted by applicable law.

Where reasonably practicable, Sterling Bank will notify Customers of any material suspension, modification, postponement or termination through its official communication channels.

13. GENERAL PROVISIONS

- Failure to enforce any right or provision of these Terms does not waive that right or provision.
- If any provision of these Terms is found to be invalid, illegal or unenforceable, the remaining provisions stay in full force and effect.
- These Terms constitute the entire agreement between the Customer and Sterling Bank in relation to the Offer and supersede all earlier communications between them concerning the Offer, except where expressly stated otherwise..
- Sterling Bank may transfer or assign its rights and obligations under the Offer to an affiliate or successor entity without Customers' prior consent, as long as the assignment does not materially reduce Customers' rights under these Terms. The Offer is personal to each Customer and cannot be assigned or transferred.
- Nothing in these Terms creates a partnership, agency, joint venture or employment relationship between Sterling Bank and Esorae Homes.
- - Where there is any conflict between these Terms and the terms governing a Customer's Sterling Payment Channel, the terms governing the relevant payment channel shall apply to the use of that payment channel, while these Terms shall govern the Customer's participation in the Offer.

14. GOVERNING LAW AND DISPUTE RESOLUTION

The Offer is governed by the laws of the Federal Republic of Nigeria.

Any dispute arising out of or relating to the Offer shall first be addressed through good-faith discussions between the relevant parties.

Disputes relating to the quality, availability, purchase, delivery, cancellation, return or refund of an Eligible Product should be raised directly with Esorae Homes.

Disputes relating to a Sterling Payment Channel or Sterling Bank's administration of the Offer should be raised with Sterling Bank through the contact details provided in Section 15.

If a dispute cannot be resolved through good-faith discussions, the dispute shall be referred to the Lagos Multi-Door Courthouse (LMDC) for mediation in accordance with its applicable rules. If the dispute is not resolved through mediation, either party may refer the dispute to the competent courts of Lagos State, Nigeria, which shall have exclusive jurisdiction.

15. CONTACTS AND COMPLAINTS

For enquiries, complaints or requests about the Offer, Customers may contact:

Sterling Bank Ltd.
Address: Sterling Towers, 20 Marina, Lagos, Nigeria
Email: customercare@sterling.ng
Phone: 0700 822 0000
Website: www.sterling.ng

For product, delivery or refund enquiries, contact **Esorae Homes** at [ewaenso@esoraeluxury.com / 08135277556 / 37a Glover Road Ikoyi Lagos].