

Residential Smart Thermostat Rebate Offer Terms and Conditions



1. OVERVIEW

- 1.1. The Smart Thermostat Rebate Offer (the “Offer”) by Pacific Northern Gas Ltd. and Pacific Northern Gas (N.E.) Ltd. (collectively “PNG”) is designed to stimulate investment in smart thermostats that reduce natural gas consumption, greenhouse gas (“GHG”) emissions and associated operating costs in residential homes.
- 1.2. The Offer is applicable to furnace and boiler thermostat controls in the residential market. A rebate is provided to qualifying participants (each a “Participant”) to offset a portion of purchasing a smart thermostat. If you are installing, replacing, or upgrading a thermostat in your home, you may qualify for a cash rebate of up to \$250 when purchasing and installing an eligible smart thermostat (an “Eligible Smart Thermostat”).

THE OFFER STARTS ON JUNE 1, 2022 AND ENDS ON THE DATE ON WHICH FUNDING AVAILABLE FOR THE OFFER HAS BEEN FULLY ALLOCATED.

2. DEFINITIONS

- 2.1. Offer means the Residential Smart Thermostat Offer from PNG.
- 2.2. Participant means a PNG customer who has applied to the Offer.
- 2.3. Eligible Participant means a participant who meets all the requirements of section 3.1.
- 2.4. Eligible Smart Thermostat means a smart thermostat that meets all the requirements of section 3.3.
- 2.5. Property Owner means a legal person who holds registered title to the building or facility that is the subject of an application to the Offer. PNG, in its sole discretion may request the Property Owner to provide proof of such registered title.
- 2.6. Community Housing Provider means a provider of Non-Profit Housing or Public Housing that is owned by a Local Government, Society, or an Association.
- 2.7. Non-Profit Housing means rental housing that is owned and operated by community-based, non-profit societies or local governments and

regional districts. The mandate is to provide safe, secure, affordable accommodation to households with low to moderate incomes.

- 2.8. Public Housing means housing that is jointly funded by the provincial and federal governments and predominantly managed by BC Housing.
- 2.9. Local Government means the administration of a particular town, county, or district, with representatives elected by those who live there.
- 2.10. Society is as defined in section 1 of the Societies Act other than a member-funded society as defined in section 190 of that Act.
- 2.11. Association is as defined in section 1 (1) of the Cooperative Association Act.

3. ELIGIBILITY CRITERIA

3.1. Eligible Participants

3.1.1. To be eligible to receive a rebate, Participants:

- 3.1.1.1. must receive natural gas or piped propane service from PNG under rate schedule RS1, or be a Community Housing Owner receiving natural gas or piped propane service from PNG under any rate schedule, and
- 3.1.1.2. must use a natural gas or propane furnace or boiler as the primary source of space heating, and
- 3.1.1.3. must be a Property Owner, or Community Housing Provider.

3.1.2. Participants replacing an existing thermostat with an Eligible Smart Thermostat can apply for a rebate through the Offer if they conform in all other respects to the Offer’s eligibility criteria.

3.1.3. PNG customers are NOT eligible to apply for an Eligible Smart thermostat, unless all amounts owing by such customer to PNG are paid in full and there are no past due balances outstanding.

3.2. Eligible Buildings

3.2.1. The building where the Eligible Smart Thermostat is to be installed must:

- 3.2.1.1. be located within the PNG service territories; and
- 3.2.1.2. be an existing building with an existing thermostat.

3.2.2. New construction buildings are NOT eligible.

3.3. Eligible Smart Thermostat

3.3.1. To qualify for a rebate under the Offer, the Eligible Smart Thermostat must:

- 3.3.1.1. replace an existing thermostat in an existing building; and
- 3.3.1.2. be designated as an ENERGY STAR® Certified smart thermostat;
- 3.3.1.3. be purchased after June 1, 2022; and
- 3.3.1.4. be installed according to the manufacturer’s installation instructions.

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4. OFFER REBATE

- 4.1. The Offer does not provide any additional rebate or incentive for labour or other equipment.
- 4.2. Maximum rebate amounts may not exceed the Eligible Smart Thermostat purchase price, excluding tax. The Participant is solely responsible for tax liability imposed on rebates.
- 4.3. The maximum rebate payable to an Eligible Participant is \$250.
- 4.4. Rebates will only be paid to an Eligible Participant.
- 4.5. A single rebate will be provided per application. Only one (1) Eligible Participant is entitled to receive a rebate for one (1) Eligible Smart Thermostat.
- 4.6. Rebates will only be issued when all required documentation is received and deemed acceptable by PNG in its sole discretion.
- 4.7. Rebates will be issued to Eligible Participants by a cheque.

5. APPLICATION PROCESS

- 5.1. To be eligible for a rebate under the Offer, the Eligible Participant must follow the following steps:
 - 5.1.1. Complete and submit an online application form following the purchase and installation of the Eligible Smart Thermostat.
 - 5.1.2. PNG reviews the application for completeness.
 - 5.1.2.1. If all information provided is complete and conforms to the requirements set out in these Terms and Conditions, PNG will issue a rebate to the Eligible Participant.
- 5.2. PNG is not responsible for lost, delayed, damaged, illegible, or incomplete applications.
- 5.3. PNG reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate, or otherwise do not meet the Offer requirements.

6. REPRESENTATION AND WARRANTIES

- 6.1. The Participant represents, warrants, acknowledges, and agrees that:
 - 6.1.1. The Participant has read all the eligibility requirements as set forth in these terms and conditions (the "Eligibility Requirements") and the Participant fully meets all such requirements to participate in the Offer set out;
 - 6.1.2. All products, equipment and materials installed by the Participant pursuant to this Offer will fully qualify and comply with the Eligibility Requirements; and
 - 6.1.3. All information submitted by the Participant to PNG pursuant to application to the Offer and otherwise communicated to PNG with respect to the Offer is true and correct.

7. REPAYMENT OF FUNDING

- 7.1. The Participant acknowledges and agrees that PNG may, at its sole discretion, require the Participant to repay all or part of the rebate

provided by PNG under the Offer within 90 days of receipt by the Participant of a notice from PNG in the event of any of the following:

- 7.1.1. PNG determines, in its sole discretion, that any information provided by the Participant is incorrect or untrue, including but not limited to failure to install the Eligible Smart Thermostat and any misrepresentation as to the specifications, energy efficiency or installation particulars of the Eligible Smart Thermostat; and
 - 7.1.2. PNG determines, in its sole discretion that the Participant has failed to comply with these Terms and Conditions.
- 7.2. The decision by PNG to provide any rebates under this Offer to the Participant is based on the information provided by the Participant to PNG. In the event there is any change to such information, the Participant will notify PNG immediately, and PNG may, in its sole discretion, recalculate the amount of rebate that the Participant is eligible for, void the application and terminate any obligation to pay any rebate to the Participant, or demand repayment of any funds already disbursed to the Participant.

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1. PNG may amend, modify, or terminate this Offer and these Terms and Conditions at any time based on funding limitations or for any other reason, without notice. PNG will honour any rebates earned to the date of termination.
- 8.2. The Participant acknowledges that PNG is a "public utility" as defined in the Utilities Commission Act, R.S.B.C 1996, c. 473, and further acknowledges and agrees that payment of rebates is subject to the approval of the British Columbia Utilities Commission ("BCUC") on terms satisfactory to PNG, acting in its sole discretion. In the event that the BCUC withdraws approval or changes the terms and conditions of such approval either with respect to this Offer or energy efficiency funding generally, on terms and conditions not satisfactory to PNG, in its sole discretion, PNG may terminate the Offer and the Participant acknowledges and agrees that PNG shall be under no obligation to pay any rebate to the Participant.
- 8.3. Provision of a rebate under this Offer does not constitute PNG assuming any ownership interest, either in whole or in part, of an Eligible Smart Thermostat that is the subject of the rebate.
- 8.4. PNG, NOT BEING THE DESIGNER OR MANUFACTURER OF THE ELIGIBLE SMART THERMOSTAT, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CAPABILITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP OF THE ELIGIBLE SMART THERMOSTAT, NOR ANY WARRANTY THAT THE ELIGIBLE SMART THERMOSTAT WILL SATISFY THE REQUIREMENTS OF THE PARTICIPANT OR ANY LAW, SPECIFICATION, OR CONTRACT.
- 8.5. THE PARTICIPANT DOES HEREBY INDEMNIFY AND SAVE HARMLESS PNG AND ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITY, DAMAGES, CLAIMS, DEMANDS, EXPENSES AND COSTS FOR CLAIMS, COSTS FOR INJURY OR DEATH OF ANY PERSON, DAMAGE TO OR DESTRUCTION OF PROPERTY, AND ALL ECONOMIC LOSS SUFFERED BY ANY PERSON ARISING FROM OR

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OCCURRING BY REASON OF THE OFFER, RECEIPT OF REBATE OR ACTUAL OR ALLEGED PREPARATION OR INSTALLATION OR USE OF THE ELIGIBLE SMART THERMOSTAT, INCLUDING ANY ACTIONS OR OMISSIONS BY THIRD PARTY CONSULTANTS OR CONTRACTORS IN THE PREPARATION OR INSTALLATION OF THE ELIGIBLE SMART THERMOSTAT.

- 8.6. PNG does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Offer.
- 8.7. The Participant acknowledges and agrees that the Participant is responsible for the disposal of all hazardous materials that may result from the installation of the Eligible Smart thermostat, and such disposal will be conducted in accordance with all applicable government regulations and the Participant agrees that PNG has no responsibility with respect to same.
- 8.8. The Participant is solely responsible for any tax liability imposed as a result of payment of the rebate.
- 8.9. The Participant is responsible for complying with all applicable laws, regulations and bylaws regarding permits, codes, restrictions, and inspections in relation to any product or equipment installed for this Offer.
- 8.10. The Offer is independent of other incentives and rebates by PNG and/or other utilities, manufacturers, or government incentive Offers or grants.
- 8.11. Rebates cannot be assigned or transferred. Rebates will be payable to the Participant only.
- 8.12. PNG reserves the right to limit the number of rebates it provides under the Offer; rebates will be paid on a first come first serve basis.
- 8.13. PNG's decisions relating to the Offer, including without limitation product acceptability, customer eligibility and amount of any rebates, shall be final and binding and not subject to appeal.
- 8.14. For the purposes of this Offer and these Terms and Conditions, "Participant Information" means all information disclosed by the Participant in any Offer application materials, as well as any data respecting billing, energy use and consumption, and, if applicable, relevant data and/or sub-metered gas data, at the building or facility which is the subject of application to the Offer. By applying for this Offer, the Participant acknowledges that and hereby consents to allow PNG to:
- 8.14.1. Collect and use the Participant Information for the purposes of processing, administering, and evaluating the Offer and developing other PNG energy-efficiency programs;
 - 8.14.2. Contact the Participant in the future to review the effectiveness of the Offer, which may include surveys;
 - 8.14.3. Retrieve the Participant's billing, energy use and consumption information from the PNG customer account database for a period beginning one year prior to the Participant's application to the Offer, and ending one year after the Approval Date, for

the purposes of analyzing consumption behavior and energy savings attributable to the Offer;

- 8.14.4. Disclose the Participant Information, Offer application, all supporting documentation, and any other information pertaining to the Offer application in the possession of PNG to an agent or service provider who will review and approve or decline the Offer application on behalf of PNG; and
 - 8.14.5. Disclose Participant Information amongst PNG and evaluation service contractors for the purposes of administering and evaluating this Offer as described herein and developing other PNG energy-efficiency programs.
- 8.15. Subject to section 8.14 PNG will keep confidential any confidential business, technical, financial or personal information or records made available to PNG by the Participant in connection with matters arising under the Offer, and will not disclose such information except as may be required by the law.
- 8.16. Any installations found eligible to receive a rebate may be inspected by PNG or one of its authorized agents prior to the rebate being issued. The Participant shall provide PNG and its authorized employees, contractors, and agents with full access to the building in which the Eligible Smart Thermostat has been installed, and all relevant equipment within, for the purposes of performing an on-site inspection of the installed Eligible Smart Thermostat. The Eligible Smart Thermostat must be complete, operational, and accessible at the time of the inspection. PNG agrees to provide 48 hours prior notice to the Participant to make arrangements for access to the building for such inspection purposes. The Participant will take all reasonable measures and actions to ensure that such building is safe for PNG and its authorized employees, contractors, and agents to enter for inspection purposes.
- 8.17. IN NO EVENT WILL PNG BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE OFFER.
- 8.18. THE PARTICIPANT AGREES TO WAIVE ANY RIGHT THE PARTICIPANT MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST PNG RELATED TO ANY CLAIM WHERE SUCH WAIVER IS PERMITTED. WHERE APPLICABLE, THE PARTICIPANT ALSO AGREES TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST PNG.
- 8.19. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and not invalidate or render unenforceable the remainder of these Terms and Conditions. In this event, such provision shall be changed and interpreted so as to best accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law.
- 8.20. The validity, interpretation, construction and performance of these Terms and Conditions shall be governed by the laws in force in the Province of British Columbia (without reference to any conflict of law principles that might result in the application of the laws of another jurisdiction). The competent courts in the Province of British Columbia shall have the exclusive jurisdiction over all disputes

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relating to these Terms and Conditions. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of the such courts.

9. CONTACT INFORMATION

Any questions? Please contact us at the email and phone number below.
Email: pngsavings@summerhill.com,
Toll-free: 1-800-667-2297

Please complete applications online found [here](#).

Note: If you cannot complete your application documents online, please contact PNG at the phone number above to arrange an alternate method of delivery.