

Terms and conditions

FortisBC's¹ Prescriptive Program (the "**Program**") provides rebates to eligible participants (a "**Participant**") for the purchase and installation of high-efficiency products (the "**Products**", or individually, the "**Product**") and services (the "**Services**") in qualifying commercial, institutional, and industrial buildings, and qualifying multi-unit residential buildings.

To be eligible for a rebate under the Program, each Participant and each Product must satisfy the eligibility and other requirements set out in the Program rebate requirements, which is comprised of the terms and conditions as listed herein and the Program requirements as listed on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business>

Participant Eligibility

1. A Participant must:

- for **new construction projects**, be a **Builder/Developer** (a commercial entity that constructs new commercial buildings or industrial facilities for the purpose of resale) or **Owner** (the person who holds registered title to the Premises) of the premises in which the Products are installed (the "**Premises**");
- for **retrofit projects**, be an **Owner** or **Lessee** (the person who occupies the Premises under a lease);
- to qualify for a **non-profit rebate**, in addition to subsection (a) or (b), either be a registered charity registered under the *Income Tax Act* (Canada) that provides assistance to low income-qualified persons, or a housing provider that is:
 - a local government;
 - a housing society registered under the *Societies Act*;
 - a housing cooperative registered under the *Cooperative Association Act*;
 - an Indigenous governing body, as defined in the *British Columbia Declaration on the Rights of Indigenous Peoples Act, 2019*, as an entity that is authorized to act on behalf of Indigenous peoples that hold rights recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- upon request of FortisBC, the Participant will provide proof of eligibility satisfactory to FortisBC in its sole discretion, including, in the case of a lessee, written acknowledgement by the owner of the Premises confirming the validity of the lease and authority of the lessee to the install the Products;
- submit an application and supporting documentation no later than 365 days after their purchase date as shown on the invoice for retrofit projects or 365 days after occupancy date for new construction projects; and
- install the Products within 180 days of their purchase date as per invoice date.

Premises Eligibility

2. The Premises will be:

- for natural gas Products, receive natural gas or piped propane service from FortisBC under any rate class except Rate 1; or
- for electric Products, receive electric service from FortisBC under a commercial, industrial or irrigation rate class, or a general service rate class for municipal customers of Grand Forks, Summerland, Penticton and Nelson Hydro. Customers who self-generate electricity may not be eligible to participate in this Program. Contact businessrebates@fortisbc.com for more information.

Product Eligibility

3. The Product must:

- included in and meet all criteria found on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business> at the time of purchase, as shown on the proof of purchase;
- new. Used or rebuilt products do not qualify;
- installed at the Premises for their intended purpose and in accordance with Program requirements
- not offered for resale or re-use off the Premises;
- installed and all invoices must be dated on or after the rebate launch date as listed on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business>. If no rebate launch date is listed, then the Product offer is not subject to a launch date restriction;
- installed by a qualified installer as determined by Technical Safety BC in accordance with manufacturer's specifications and all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities; and

- used in accordance with manufacturer's recommendation use of Product.

Service Eligibility

4. Services must:

- meet all criteria listed on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business> at the time of submitting an application;
- be offered at the Premises for their intended purpose and in accordance with the application indicated on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business>
- be performed and all invoices must be dated on or after the rebate launch date as listed on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business>. If no rebate launch date is listed, then the Product offer is not subject to a launch date restriction;
- be performed by a Technical Safety BC licensed gas contractor with a GST number and a valid BC business license for the trade applicable to the servicing work; and
- have Service invoices be issued as required and must be made available at the time of submitting an application. The service invoice must contain:
 - description of services performed
 - invoice number
 - site address where equipment was serviced
 - date and cost of service (including taxes)
 - contractor's name and Technical Safety BC license number.

Thermal Energy Service Providers (for natural gas Products only)

- If there is a thermal energy system operating within the Premises the information provided to FortisBC as part of the application and rebate process may be submitted by FortisBC for, and subject to an independent review, by a designated agent selected by FortisBC, whose decision will be final and binding on the Participant.
- The following will be deducted from rebate(s):
 - \$825 administration fee, for evaluation of the application; and
 - \$490 administration fee, for evaluation of right-sizing bonus, provided that if the rebate is less than the aggregate fees, the rebate will be assessed as \$0.

Rebates

- Rebates will be issued, at the discretion of FortisBC, as an account credit, by electronic funds transfer or by cheque, in name of and to the utility account holder. Rebates cannot be assigned. FortisBC is under no obligation to, re-issue a rebate which has been returned as undeliverable, or to replace a stale-dated cheque.
- Maximum rebate amounts are as shown on each specific rebate webpage: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business> Rebate amount will not exceed 75% of the Product purchase price, or where qualifying criteria includes installation, 75% of the combined Product purchase price and installation cost, excluding tax as listed on each specific rebate page: <https://www.fortisbc.com/rebates-and-energy-savings/rebates-and-offers/rebates-business> The Participant is solely responsible for any tax liability imposed on rebates.

All Participants will be required to furnish copies of detailed invoices and supporting documentation clearly outlining contractor(s)/vendor(s) information, invoice numbers, purchaser name, address of installation; date of purchase; manufacturer's make(s) and model numbers, quantities and itemization cost including equipment and labour cost, if applicable.

In addition to proof of purchase for Products, Participants may be required to provide other evidence and documentation required by, and satisfactory to, FortisBC, in its sole discretion, to confirm eligibility to apply for and participate in the Program, and entitlement to receive rebates.

- Rebates are based on the information submitted by the Participant. If there is any change to such information, the Participant will notify FortisBC immediately, and FortisBC may, in its sole discretion, recalculate the amount of rebate, void the application and terminate any obligation to pay any rebate to the Participant, or demand repayment of any rebates already disbursed to the Participant.

10. **Right of Refusal.** FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
11. **Reimbursement.** FortisBC may, in its sole discretion, require the Participant to repay all or part of any rebate(s) within 90 days of demand if FortisBC determines, in its sole discretion:
- any information submitted to FortisBC is incorrect or untrue;
 - the Participant has failed to comply with these terms and conditions; or
 - an inspection reveals the Products have not been installed or have been removed.

Use of Information

12. The Participant acknowledges, consents and agrees FortisBC may:
- contact the Participant to administer, verify compliance with, and evaluate the Program, and to conduct surveys;
 - collect and use information (including personal information) whether provided by Participant, the Point of Sale Partner or the installation contractor, obtained during site visits or contained in, or forming part of, any documents submitted as part of the application, and disclose the information to affiliates, contractors, representatives, agents, Program partners and funding partners, to process, administer and evaluate the Program, the rebates and the Participant's eligibility, to monitor and assess compliance with the terms and conditions, conduct surveys and to develop other energy conservation programs; and
 - retrieve bill account data for a period of two years prior to, and two years after the Product installation date to evaluate consumption behavior and energy savings attributable to the Program, and to collect, use and disclose such bill data pursuant to subsection (b) above.

FortisBC collects, uses and discloses information in accordance with the *Personal Information Protection Act* and FortisBC's Privacy Policy.

For more information on FortisBC's Privacy Policy, visit fortisbc.com/privacy

Additional Terms and Conditions

13. FortisBC may modify the Program, including eligibility requirements and associated rebates, at any time without notice. FortisBC may limit the number of rebates it provides. FortisBC may terminate the Program at any time without notice.
14. The Participant hereby permits FortisBC and its employees, contractors and agents, to access the Premises upon 48 hours prior notice, either before or after a rebate is paid, to conduct a site visit to ensure the Products have been installed and are operational.
15. **Product Installation.** The Participant is responsible for the safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations.

Further, the Participant hereby agrees to the disposal of old equipment and products in accordance with the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction.

16. **Binding Decisions.** Decisions of FortisBC are final and binding and not subject to appeal. FortisBC may, upon request from the Participant, provide reasons for its determinations and decisions, but is under no obligation to do so.

17. **Required Forms, Documentation and deadlines.** A Participant must submit an application form completed in full for all the Program rebates. If the Participant is not the electric and/or gas utility account holder, the Participant must submit the Utility Account Holder Consent form completed and signed by the account holder.

18. FortisBC, not being the designer, manufacturer, provider, installer or owner of the Product, makes no representation or warranty whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment or service, or skill of any contractor. FortisBC does not endorse any particular product, system, design, contractor/consultant, manufacturer, supplier or installer in promoting the Program. FortisBC accepts no liability or responsibility for any product or equipment or the services or use of any contractor.

The Participant assumes the responsibility of proper installation of the Product(s). The Participant is also responsible for the safe and lawful disposal of all hazardous materials that may result from the installation of the Product(s) by qualified persons and in accordance with manufacturer's instructions and all applicable laws. The approval of the Products or the provision of funding by FortisBC does not constitute approval of, or waiver from approval by, Technical Safety BC, a building inspector, or any other approving authority.

19. The Participant does hereby indemnify and save harmless FortisBC Energy Inc., FortisBC Inc. and their affiliates (together, "**FortisBC**"), and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "**Losses**") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC and any of their respective officers, directors, employees, agents, contractors or representatives for and against all Losses arising from Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
20. The Participant is responsible for complying with all applicable laws.

¹ FortisBC Inc. and FortisBC Energy Inc. (collectively "**FortisBC**")