Residential "Power Hours Rewards" demand response program Terms and conditions

FortisBC Inc.'s (FortisBC)[1] Residential "Power Hours Rewards" Demand Response Program (the "**Program**") provides incentives to eligible participants (each a "**Participant**") for connecting eligible electrical end-use devices ("**Devices**") to a demand response management system (the "**System**") and participating in demand response and load shifting events (each an "**Event**"). The following terms and conditions (the "**Terms and Conditions**") govern the Program.

Participant eligibility

1. The Participant must:
   a. be of a legal age of at least 19 years old as of the time of submission of the application (the "**Application**");
   b. be the lawful occupant of the residential property (the "**Property**") at the address specified in the Application, located in FortisBC's electric service territory;
   c. occupy the Property as their principal residence on a year-round basis.
   d. maintain an active residential electricity account in good standing with FortisBC with respect to the Property;
   e. have a functioning internet connection at the Property;
   f. connect at least one Device that meets the Device Specific Program eligibility criteria to the System within one month of the Participant's acceptance into the Program. Device Specific Program eligibility requirements are set out on the Program's webpage: **fortisbc.com/powerhours**

Incentives

2. To be eligible for an incentive under the Program, each applicant must satisfy the eligibility and other requirements set out in the Terms and Conditions. Incentive amounts, along with Device participation requirements and the prescribed time periods are set out on the Program's webpage **fortisbc.com/powerhours**.
3. Incentives will be issued, at the discretion of FortisBC, as an account credit or by cheque, in name of and to the utility account holder. Incentives cannot be assigned. FortisBC is under no obligation to, re-issue an incentive which has been returned as undeliverable, or to replace a stale-dated cheque.
4. Incentives 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 incentive, void the application and terminate any obligation to pay any incentive to the Participant, or demand repayment of any incentives already disbursed to the Participant.
5. 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.
6. FortisBC is not responsible for tax liability attributable to the Incentive.

Connecting and managing devices

7. The Participant consents to connect their Device to the System, and for FortisBC and/or FortisBC's program partners, employees, contractors, subcontractors, agents and other representatives (collectively, the "**Representatives**") to remotely control the Device at the Participant's Property during Events while they are participating in the Program.
   a. FortisBC and/or FortisBC's Representatives may enact an Event at any time between 6:00am-10:00pm with a minimum of one hour's notice.
   b. Events may occur up to twice in a single day.
   c. An Event may last up to 4 hours.
8. FortisBC will notify Participants in advance of an Event by electronic message (email, text, or messaging app, specified in the Participant's Application). Participants will participate in Events by default, unless they opt-out of the event via a prompt in the electronic message, or at any time during the Event by manually adjusting the setpoints of their Device during the Event. By opting out of an Event, the Participant acknowledges that their Incentive may be impacted.
9. The Participant consents for FortisBC to collect data from their connected Device during their participation in the Program. This data may include device identification numbers, records showing distance driven, whether the EV is located at the Property, state of charge, energy consumption and charging patterns, thermostat temperature setpoints, and other data as pertains to validating Device participation and energy savings.
10. If the Participant makes use of software programs or automated system(s) to schedule their electric vehicle charging, FortisBC takes no responsibility or liability if the software programs or automated system(s) does not work as intended, or if any damages should arise from the use of the software programs or automated system(s).

Equipment controller stipulations

11. Where specified in the Device Specific Program eligibility requirements set out on the Program's webpages **fortisbc.com/powerhours**, certain Devices may be eligible to participate in the Program only if they have a third-party controller (the "**Equipment Controller**") installed to allow the Device to connect to the System. The Participant acknowledges that if they are enrolling this Device, they consent to the installation and operation of the Equipment Controller on the Devices and grants FortisBC and the Representatives access to the Property:
    a. for the purposes of the Program, including to install, commission, monitor and verify the installation and operation of the Equipment Controller(s);
    b. throughout the Program, with prior notice to the Participant and during regular business hours, to troubleshoot, replace, repair, adjust, inspect, maintain or improve the Equipment Controller(s); and
    c. at the termination of the Program, to remove the Equipment Controller(s).
12. The Participant is responsible for providing, at no cost to FortisBC:
    a. electricity to power the Equipment Controller(s); and
    b. wifi/internet access to monitor and operate the Equipment Controller(s).
13. Ownership, Use and Operation
    a. Notwithstanding any rule of law or equity to the contrary, the Participant acknowledges and agrees that the Equipment Controller is and shall remain the property of FortisBC.
    b. The Participant is responsible for all costs and expenses incurred by FortisBC or the Representatives to repair any damage to the Equipment Controller whatsoever, including but not limited to, damage resulting from:
       i. any failure by the Participant to maintain or secure the Property or area where the Equipment Controller is located or attached;
       ii. the careless or willful damage to the Equipment Controller by the Participant, individuals using or occupying the Property or other persons for whom at law Participant is responsible; and
       iii. damage caused to the Equipment Controller as a result of the negligent act(s) or omission(s) of the Participant, individuals using or occupying the Property or other persons for whom at law the Participant is responsible.
    c. The Equipment Controller will be removed by FortisBC or its Representatives from the Property at the end of the Program in FortisBC's sole discretion, unless otherwise agreed upon by FortisBC and the Participant.
    d. During the Program, the Participant will:
       i. not alter, adjust or remove the Equipment Controller without the prior approval of FortisBC or its Representatives;
       ii. not make any additions, repairs or adjustments to equipment and/or appliances to which the Equipment Controller is connected, without prior notice to FortisBC or its Representatives, and will continue normal operation of such equipment and/or appliances;
       iii. comply with all applicable laws in relation to the Program and obligations herein;
       iv. operate and maintain the Devices, including any necessary repairs and/or maintenance;
       v. follow the instructions or requirements of FortisBC and its Representatives;
       vi. respond to communications from FortisBC in a timely manner and, in any event, within 48 hours; and
       vii. immediately notify FortisBC of any:
          - Defect, malfunction or other problem that would affect the Participant's ability to meet the Eligibility Criteria, Device or Equipment Controller, or that may impact the Program, including but not limited to damage to the Property.

Use of information

14. FortisBC may:

[1] FortisBC Inc. does business as FortisBC. The company is an indirect, wholly owned subsidiary of Fortis Inc. FortisBC uses the FortisBC name and logo under license from Fortis Inc.

a. contact the Participant to administer, verify compliance with, and evaluate the Program, and to conduct surveys;
b. collect and use information (including personal information) whether provided by the Participant or Representative, 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 Incentives and the Participants eligibility, to monitor and assess compliance with the Terms and Conditions, conduct surveys and to develop other energy conservation programs; and
c. Retrieve bill data for a period of one year prior to, at any time during, and one year after the termination of the Participant's participation in the Program to evaluate consumption behaviour and energy or demand savings attributable to the Program, and to collect, use and disclose such bill data pursuant to (b) above.

FortisBC collects, uses and discloses information in accordance with the *Personal Information Protection Act* and its Privacy Policy. **For more information on FortisBC's Privacy Policy, visit fortisbc.com/privacy.**

Additional terms and conditions

15. FortisBC may modify the Program, including the eligible Devices and associated incentives, at any time without notice. FortisBC may limit the number of incentives it provides. FortisBC may terminate the Program at any time without notice.
16. FortisBC does not guarantee any energy cost savings or other benefits arising from the Participant's participation in the Program, and is not liable for any impacts or perceived impacts of the Participant's energy bills as a result of participation in this Program.
17. The Participant hereby permits FortisBC and its employees, contractors and agents, to access the Property upon 48 hours prior notice, either before or after an incentive is paid, to conduct a site visit to ensure the Devices have been installed and are operational.
18. FortisBC, not being the designer, manufacturer, provider, installer or owner of the Devices or System, 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, for any impacts, damage or destruction to the Participant's Property, the Devices, EV battery life, or driver usage of the EV as a result of the use or operation of the Device under the terms of the Terms and Conditions, or otherwise as a result of the Participant's participation in the Program. The Participant is responsible for the safe and lawful disposal of all hazardous materials that may result from the installation of the Devices.
19. The Participant does hereby indemnify and save harmless FortisBC and its affiliates, 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.
21. This section will survive the termination of the Program.

Participant declaration

22. I, the Participant, acknowledge and agree that:
    a. The information contained in the Program Application and otherwise provided to FortisBC by me, is true and correct. I will notify FortisBC immediately of any changes.
    b. I have read, understand, accept, and agree to the Terms and Conditions of the Program.
    c. I meet the eligibility requirements of the Program as described in the Terms and Conditions. I will provide proof of eligibility as and when required by FortisBC.
    d. If I am the long-term lease holder of the Property, I have the owner's permission to proceed with this application and the implementation of Equipment Controller (as defined in the Terms and Conditions) to the Property as contemplated by the Program.
    e. I will provide thirty (30) days' written notice to FortisBC before I intend to sell, rent or vacate the Property.
    f. I understand my participation in the Program is subject to FortisBC's approval, at FortisBC's sole discretion.
    g. FortisBC may contact me, via email and/or phone, to administer, verify compliance with, and evaluate the Program, including, but not limited to providing information regarding events and Program details and conducting surveys.
    h. I agree to collect and share information with FortisBC as authorized in the Terms and Conditions.