

**British Columbia Hydro and Power Authority (“BC Hydro”)
DEMAND RESPONSE FOR REFRIGERATION TRIAL (the “Trial”)**

Trial Terms and Conditions

To be eligible to participate in the Trial, participants must complete and submit the online application (the “**Application**”). The participant, as identified in the Application (the “**Business**”), agrees to be bound by these terms and conditions (this “**Agreement**”).

1. **Trial:** A Business that reduces its electricity consumption during specified peak events (each an “**Event**,” collectively the “**Events**”) may be eligible to receive a rebate on its BC Hydro electricity bill, as further specified in this Agreement.
2. **Application:** BC Hydro in its sole discretion may refuse any Application or require additional information related to any Application prior to approval.
3. **Term:** The Agreement commences on May 1, 2024 until April 30, 2025, unless earlier terminated by either party in accordance with Section 4 (the “**Term**”).
4. **Termination:** BC Hydro in its sole discretion reserves the right to modify or terminate the Agreement, or remove the Business from the Trial, in each case at any time without notice or obligation and for any reason, including without limitation the Business’ breach of the Agreement or the Business’ lack of participation. The Reward (as defined below) earned prior to a change or termination of the Trial will be administered by BC Hydro in accordance with the Agreement, unless otherwise determined by BC Hydro in its sole discretion. The Business may terminate this Agreement by providing BC Hydro with one (1) day prior written notice of such termination. Should the Business exercise its option to terminate this Agreement, the Business may not reapply for participation in the Trial.
5. **Seasons:** The winter season covers the period between October 1 to April 30 (the “**Winter Season**”) and the summer season covers the period between May 1 to September 30 (the “**Summer Season**”) (each a “**Season**”). The Business may choose to participate in the Winter Season, Summer Season, or both.
6. **Events:** BC Hydro may call up to a maximum of twenty (20) Events per Season during the Term, provided that the exact number and timing of the Events will be determined by BC Hydro in its sole discretion. Duration of each Event may vary and typically will be approximately four (4) hours. BC Hydro will notify the Business of upcoming Events to the email address provided on its Application no less than twelve (12) hours before the start of each Event. It is the sole responsibility of the Business to provide BC Hydro with any changes to its email information, if needed, to receive notifications for the purposes of the Trial. BC Hydro will not be responsible for any Business’ failure to receive any Event notification for any reason, including but not limited to, notifications sent to an incorrect email address, internet disturbance, and transmission failure.

7. **Calculating Electricity Reductions:** To determine whether the Business has successfully achieved a reduction in electricity consumption during an Event, BC Hydro will compare the Business' electricity usage during an Event to that Business' average electricity usage, or baseline, during the five (5) business days prior to that Event, as determined by BC Hydro, at its sole discretion. The load reduction will be the simple average of the load reduction per hour across the duration of the Event. The dates used to calculate the Business' baseline will exclude weekends, federal and provincial statutory holidays and prior Event days, unless otherwise determined by BC Hydro in its discretion.
8. The Business acknowledges and agrees that BC Hydro does not guarantee any electricity cost savings or other benefits arising from the Business' participation in the Trial.
9. The average load for the Winter Season will be determined by averaging the hourly loads as recorded by the BC Hydro revenue meter at the business address listed on the Application (the "**Address**") in the months of December, January, and February. The average load for the Summer Season will be determined by averaging the hourly loads as recorded by the BC Hydro revenue meter at the Address in the months of June, July, and August.
10. **Reward:** The incentive amount for each address will be \$75 / kW-season. The incentive payment for the season is calculated as follows: $\text{Incentive (\$)} = \$75 / \text{kW-season} * \text{seasonal average demand reduction (kW-season)}$. The "**Reward**" will be applied to the Business' bill upon completion of each Season. Evidence or calculations to support the proposed amount of load reduction at each Address will be required. For clarity, BC Hydro reserves the right to amend the amount of the Reward at any time for any reason.
11. There are no penalties for choosing not to participate in any Events, or for failing to reduce electricity consumption during any Events. The Reward, if any, shall be made by rebate only to the Business' BC Hydro electricity bill and is non-transferable, non-exchangeable, and non-refundable. The Reward is an offset against the amount owed by the Business to BC Hydro for electricity, which is a mechanism for providing the Business a reward for the Business' participation in the Trial and is not a deduction of, variance from, or waiver of, the amounts owed by the Business for electricity provided by BC Hydro under the applicable rate schedule. Any Reward associated with the Events shall be determined solely by BC Hydro at its discretion.
12. **Exclusions from the Trial:** BC Hydro, at its sole discretion, has the right to exclude any participating Business from the Trial, or disentitle the Business to any Rewards, without notice and for any reason, including, but not limited to:
 - the Business moving into a new location; and
 - smart meter damage.

If the Business no longer wishes to participate in the Trial, the Business may email DemandResponse@bchydro.com to request BC Hydro to withdraw its participation. The Business shall automatically be excluded from the Trial if the Business withdraws its consent to receive emails from BC Hydro.

13. The Business shall provide BC Hydro with at least thirty (30) days' written notice if it is moving from its Address during the Term of the Trial and the Business' participation in the Trial shall be terminated upon receipt of such notice.
14. **Liability:** The Business accepts at its own risk any and all liability associated with the

actions taken and omissions to attempt to achieve electricity reductions, including in respect of or associated with the Trial and for the purposes of complying with the Agreement. BC Hydro is not liable for any damages howsoever arising from or associated with the Business' involvement in this Trial, including but not limited to the Business' electricity reduction actions, or the level of electricity reductions achieved. The Business will release, indemnify, and save harmless BC Hydro, including its affiliates and their respective employees, officers, trustees, directors, agents, consultants, contractors and others for whom it is in law responsible (collectively, the "**BC Hydro Parties**") from any and all liabilities, damages, losses, personal injury including without limitation, death, negligence, interest, penalties, fines, monetary sanctions, costs or expenses and any claims, suits, and demands whatsoever, including claims for physical damage, indirect, consequential or economic loss any claims arising for any reason, whether directly or indirectly, from or in connection with the Trial (including for any Reward miscalculations or missed rewards or any failure in receiving any Event notifications), it being understood that such foregoing obligations shall survive completion of the Trial, or early termination or withdrawal from of the Trial, and termination of the Agreement.

15. **Access and use of Personal Information and Protection of Privacy:** The Business consents to being contacted by BC Hydro or one of its agents for the purposes of administering, evaluating and researching all elements of the Trial, including conducting surveys regarding the Trial. The Business further agrees that BC Hydro may use the information in the Application and access the Business' utility account data, including electricity consumption for the purposes of administering the Trial and calculating electricity reductions, in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia). Questions about the collection and protection of personal information for this Program should be directed to a Customer Service Representative at 1-800-224-9376 or email at DemandResponse@bchydro.com. This section shall survive expiration or early termination of the Trial or the Agreement.
16. **General:** The Agreement, along with the Application constitute the entire agreement between BC Hydro and the Business. BC Hydro's decision(s) relating to the Trial shall be final and binding and not subject to appeal. This Agreement shall be interpreted and governed by the laws of British Columbia. All titles and headings are inserted for convenience of reference only and shall not be referred to in interpreting this Agreement. Time is of the essence of this Agreement. If one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.