Terms and Conditions

HOPE DIRECT INSTALL APPLICATION

The Direct Install Program (the "Program") is offered by the British Columbia Hydro and Power Authority ("BC Hydro"). By applying to participate in the Program, the Participant agrees to be bound by these terms and conditions for the Program.

- 1. The Program is administered and funded by BC Hydro.
- 2. Home evaluations and product installation. If applicable, the Applicant permits the BC Hydro's contractors (each, a "Contractor") to conduct a home assessment and install basic energy-efficient products at no cost to the Applicant. If the Applicant is not the registered and legal owner (the "Owner") of the Property, the Applicant represents and warrants to BC Hydro that it has the authority and the consent from the Owner to install these products at the Property, and the Applicant shall provide BC Hydro with evidence of their authority upon request. BC Hydro decides the energy efficiency measures to be implemented.
- 3. Site Visits. The Applicant will provide or ensure BC Hydro and/or contractors are granted access to the Property and the products/improvements upon request to conduct site visits to verify compliance, eligibility, and installation/operation of energy efficiency measures.
- 4. Program changes. BC Hydro may modify or terminate the Program at any time and for any reason, without penalty or obligation. Dates are subject to change.
- 5. Availability of funding. Funding is limited. BC Hydro may prioritize applications and determine level of funding, if any.
- 6. Acceptance/rejection of applications. BC Hydro reserves the right to accept or reject applications for any reason, whether or not eligibility criteria are met at its sole discretion.
- 7. Binding decision. Decisions of BC Hydro are final and binding and not subject to appeal. BC Hydro may provide reasons for decisions but is under no obligation to do so.
- 8. BC Hydro, not being the designer or the manufacturer, makes no representations or warranties of merchantability and fitness, including without limitation, the design, or the capability of any of equipment, installation, or workmanship related to the Program, or the anticipated electrical energy load change, or that any aspect of the Program will satisfy any or all legal requirements or specifications that may be applicable.
- 9. The Applicant agrees that BC Hydro and its affiliate, and each of their respective officers, directors, employees, agents, contractors including the Contractor(s), representatives, successors, assignees, and those for whom they may be responsible at law (the "Program Operators"), have no liability for any claims, actions, losses, damages, costs, injuries including personal injury or death, or demand (collectively, the "Losses"), whether directly or indirectly, for any reason, which may result from or in connection with the Applicant's participation in the Program, it being understood that such release obligation will survive the completion, cancellation, or expiry of the Program.
- 10. The Applicant agrees to indemnify and save harmless the Program Operators from any or all of the Losses suffered or claimed by an third party, whether directly or indirectly, for any reason, which may result from or in connection with the Applicant's participation Program, the Eligible Refrigerator(s), or the Applicant's breach of the terms and conditions of the Program, it being understood that such foregoing indemnity obligation will survive the completion, cancellation, or expiry of the Program.
- 11. Use and disclosure of information. The Applicant consents and agrees that BC Hydro and its Contractors and authorized agents may:
 - (a) contact the Applicant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, and to conduct surveys;
 - (b) collect and use information (including personal information) contained in the application or acquired during participation in the Program (including in home assessments and during site visits) and may disclose the information to affiliates and contractors, and other program partners, to administer, implement and evaluate the program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy conservation programs.



(c) retrieve account information and bill data for a period of 3 years prior to, and 3 years after, Program participation to evaluate consumption behavior and energy savings attributable to the program, and to collect, use and disclose such information and data pursuant to (b) above.

BC Hydro collects, uses and discloses personal information in accordance with the following:

The personal information collected in the Program (personal contact information, home assessments and information from site visits, account information, and consumption information) is collected under the authority of Section 26(c) of the Freedom of Information and Protection of Privacy Act for BC. The personal information is collected for the purpose of contacting the participant (by the means supplied), administering, implementing, evaluating, and researching all elements of the Program, verifying information, and to conduct surveys. If you have any questions concerning how your personal information is handled, please contact BC Hydro's Customer Service at 604 224 9376 or 1 800 224 9376 outside of the Lower Mainland.

