

Peak Saver Program Terms and Conditions

The Peak Saver 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.

- The Program:** The Program offers Rewards to BC Hydro customers who voluntarily apply for the Program and are selected by BC Hydro as Participants. Participants that reduce their energy consumption during specified high energy demand response peak events (“Events”) will receive a cash Reward on their BC Hydro bill.
- Eligibility:** Participants must be BC Hydro residential account holders and must provide their email address to receive Program communication, and otherwise meet all the terms and conditions set out herein. Accounts closed before the annual Reward calculation and payment will be disqualified.
- Events:** The exact number and timing of the Events will be determined by BC Hydro in its sole discretion. Event lengths will vary, from a minimum of one (1) hour to a maximum of three (3) hours. BC Hydro will email the Participant a notification of pending Events to their email address one day (24 hours) before the start of each Event. Participants must provide BC Hydro with any changes to their email information, if needed, to receive notifications. BC Hydro shall not be responsible for any Participant’s failure to receive any Event notification for any reason, including but not limited to, notifications sent to an improper email address, internet disturbance and transmission failure.
- Calculating Energy Reduction:** BC Hydro will compare each Participant’s energy usage during an Event to that Participant’s average energy usage from their three (3) highest consuming days out of the previous five (5), excluding weekends, holidays and prior Event days.
- Reward:** Participants will be awarded \$3 for each Event they successfully reduce their electricity usage by 20% or more. Rewards will be summed and applied to the Participant's BC Hydro bill, annually during the April to June billing cycle. There are no penalties for choosing not to participate in an Event, or for failing to shift energy consumption by 20% or more during any Events. Rewards will be made by rebates only to the Participant’s BC Hydro electricity bill and are non-transferable, non-exchangeable, and non-refundable. Rewards associated with each Event shall be determined solely by BC Hydro at its sole discretion.
- Exclusions from the Program:** BC Hydro, at its sole discretion, has the right to exclude the Participant from the Program, without notice and for any reason. If the Participant no longer wishes to participate in the Program, the Participant may withdraw their participation online via their MyHydro account.
- Liability:** Participants accept any and all liability associated with the actions taken to attempt to achieve energy reductions. BC Hydro is not liable for any damages arising from or associated with Participants’ participation in this Program, including but not limited to Participants’ energy reduction actions, or the level of energy reductions achieved.

8. **Access and Use of Personal Information:** Participants consent and agree that BC Hydro Administrators and their contractors and authorized agents may access the Participants' personal information including, but not limited to, name, address, phone number, email address and energy consumption for the purposes of administering the Program and any other disclosure or reporting that may be required by law. Participants may be contacted by phone, mail, email or other method in order to administer, implement, evaluate and research all elements of the Program, to verify information and compliance, to confirm eligibility, to conduct surveys and to develop other energy efficiency programs.

This information is being collected under the authority of Section 26(c) of the Freedom of Information and Protection of Privacy Act for BC. The Participant acknowledges that certain BC Hydro contractors involved in the Program may be based or otherwise have operations outside of Canada, and therefore the Participant consents to their personal information being stored or accessed from outside Canada. If the Participant has any questions about how BC Hydro handles or uses personal information, they may contact a Customer Service representative at 604-224-9376 or 1-800-224-9376.

9. **General:** These terms and conditions along with the Participant's Program registration constitute the entire Agreement between BC Hydro and the Participant. This Agreement shall become binding as of the date BC Hydro accepts the Participant into the Program. BC Hydro's decisions relating to the Program shall be final and binding and not subject to appeal. BC Hydro reserves the right to change or terminate the Program at any time without notice. BC Hydro reserves the right to unilaterally and without notice delete any Participant from the Program for any reason, including level of participation. Rewards outstanding prior to a change or termination of the Program will be administered in accordance with the Program as it existed as of the date of the Event that yielded the Reward. 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.