



**British Columbia Hydro and Power Authority (“BC Hydro”)**

**PEAK REWARDS PROGRAM (the “Program”)**

**Program Terms and Conditions (the “Agreement”)**

1. For the purposes of this Agreement, the following terms have the following meanings:
  - **“Equipment”** means the equipment specified on the application (the **“Application”**) form to participate in the Program;
  - **“Residence”** means the residence listed on the Application; and
  - **“You”** or **“Your”** means the participant as identified in the Application.
2. For purposes of the Program, BC Hydro may at its sole discretion and in consideration of existing conditions and safety, determine if the Equipment has been installed in Your Residence.
3. You represent and warrant to BC Hydro that:
  - a. You are an individual aged nineteen (19) years or older;
  - b. You are the BC Hydro residential account holder for the Residence and a registered and legal owner (the **“Owner”**) of the Residence. If You are not an Owner of the Residence, You represent and warrant to BC Hydro that You have the authority and the consent from the Owner to enter into this Agreement on behalf of the Owner and to install the Equipment at the Residence, and You shall provide BC Hydro with written evidence of Your authority upon request; and
  - c. You are not participating in any other BC Hydro energy management trial.
4. You consent to BC Hydro and/or BC Hydro’s representatives or contractors remotely controlling the Equipment in Your Residence as necessary for the purpose of the Program during the **“Program Term”** (which commences from the date You enroll in the Program by submitting this Application and checking the box below to indicate Your acceptance of the terms of this Agreement and ends upon termination by either party in accordance with this Agreement).” Any remote controlling action of the Equipment taken by BC Hydro and/or BC Hydro’s representatives or contractors will be referred to herein as a **“Control Event”**.
5. You agree that:
  - a. BC Hydro and/or BC Hydro’s representatives or contractors may enact a Control Event at any time of day or night without notice to You;
  - b. Control Events may occur up to twice in a single day;
  - c. A Control Event may last up to 4 hours.
6. Provided that Your BC Hydro residential account is in good standing and provided that You are not in default of any of the terms and conditions of this Agreement, BC Hydro will provide a one-time Reward as listed on the Program webpage (individually, and collectively, as the context so requires, the **“Reward”**). Amounts are subject to change at the sole discretion of BC Hydro without notice.

At the election of BC Hydro at its sole discretion, the Reward may be either an actual payment to You by a rebate on Your bill, or an offset against the amount owed by You to BC Hydro on Your electricity bill. The Reward is a mechanism for providing You with a reward for Your participation in the Program and is not a deduction of, variance from, or waiver of, the amounts owed by You for electricity used in Your Residence. The Reward is non-transferable, non-exchangeable, and non-refundable.

7. You acknowledge and agree that the Equipment uses various wireless communication technologies to collect and exchange data between the Equipment and BC Hydro's central data servers and applications.
8. You acknowledge and agree that any Control Event under this Agreement is not and shall not be deemed BC Hydro's provision of electricity under the Electric Tariff.
9. You agree to allow BC Hydro to collect data from the Equipment and Your Residence's smart meter during the Program Term and access Your Residence's historical smart meter energy data for the two (2) years immediately preceding Your enrollment in the Program for analysis purposes.
10. You may opt-out of any Control Event, at any time, via the web interface or mobile app provided by the Equipment manufacturers. However, in the event that You opt-out of more than fifty percent (50%) of all Control Events within a given calendar year as determined by BC Hydro at its sole discretion, BC Hydro may terminate Your participation in the Program and terminate this Agreement.
11. You agree to maintain the Equipment in good working order throughout the Program Term at Your own cost and expense. The Equipment must be powered on and connected to the internet at all times throughout the Program Term.
12. You acknowledge and agree that no person or entity except the manufacturers of the Equipment, BC Hydro or BC Hydro representatives or its contractors shall have the right to control or dispatch the Equipment and exercise load control during the Program Term, and You further agree not to authorize any other person or entity to control the Equipment during the Program Term.
13. This Agreement shall be in effect until the end of the Program Term, unless otherwise terminated by You or BC Hydro.
14. You may terminate this Agreement by providing at least five (5) days' written notice to BC Hydro either by the mobile application attached to the Equipment or by contacting BC Hydro via email at [peakrewards@bchydro.com](mailto:peakrewards@bchydro.com). In the event You terminate this Agreement, BC Hydro will cease to adjust the operation of the Equipment for the purposes of the Program effective as of the termination date. BC Hydro may conduct reviews on all closed accounts to determine whether You have moved Your Residence without notifying BC Hydro or otherwise terminated Your participation in the Program.
15. BC Hydro may terminate this Agreement at any time for any reason without notice.
16. You agree to participate in surveys or audits from time to time, conducted by BC Hydro or its representatives in connection with the Program during the Program Term. This section shall survive termination of this Agreement.
17. You acknowledge and agree that:
  - a. You have independently assessed and accept the risk of BC Hydro's remote controlling the Equipment and Control Events;
  - b. BC Hydro makes no representations or warranties of merchantability and fitness, including without limitation, the design, capability, installation, or workmanship related to the Equipment, or the anticipated electrical energy load reduction, or that any aspect of the Equipment will satisfy any or all legal requirements or specifications that may be applicable; and
  - c. BC Hydro is not liable for any impacts, damage or destruction to Your Residence, the

Equipment, the EV battery life, or driver usage of the EV as a result of the use or operation of the Equipment under the terms of this Agreement, or otherwise as a result of Your participation in the Program.

18. You further acknowledge and agree that:
  - a. BC Hydro does not guarantee any energy cost savings or other benefits arising from Your participation in the Program; and
  - b. You shall be responsible for Your actions, negligence, and omissions (and the consequences thereof) in connection with this Agreement and the Program. BC Hydro, its representatives and affiliates, and their respective successors, representatives, assignors, employees, agents, officers, directors, service providers, contractors (including any installers) and their respective affiliates, officers, directors or employees and any of their heirs, successors or assigns, and those for whom BC Hydro may be responsible at law (collectively, the “**Program Operators**”) are not and will not be liable for any or all liabilities, damages, claims, losses, demands, expenses, penalties, injuries including without limitation personal injury and death, and costs for claims, arising from or occurring by reason of this Agreement and the Program, including the breach thereof, also including without limitation any actions, negligence, or omissions by You, and those for whom You may be responsible at law, and any payment made by BC Hydro as the Reward, whether to the You or to the Owner connected with or in any way arising from Your participation in the Program, the installation or use of the Equipment, the interruption of power to the Equipment, the Program or any matter related to this Agreement, including, without limitation, any acts or omissions of any Program Operator, and You hereby release the Program Operators of, from and against any and all of the foregoing. You shall indemnify and save harmless the Program Operators if You or any member of Your family, occupant or guest of the Residence seeks damages against any of the Program Operators for any reason that is connected with this Agreement or the Equipment, or Your participation in the Program, it being understood that such foregoing obligations of release and indemnity shall survive the expiration or termination of this Agreement, or the completion or cancellation of the Program. For clarity, the Program Operators shall not be liable for any matter, claim or damage in connection with this Agreement and the Equipment.
19. The personal information You provide to BC Hydro is for the purposes of administering and evaluating this Program and is collected under the authority of the British Columbia *Freedom of Information and Protection of Privacy Act*, Section 26(c). If You have any questions about how BC Hydro handles or uses personal information, You may contact a Customer Service representative at 1-800-224-9376.
20. You authorize the indirect collection by BC Hydro of any information provided by You to the Program Operators, including but not limited to personal information such as Your name, address, telephone number, email address, device identification numbers, and records showing distance driven, state of charge, energy consumption and charging patterns (collectively the foregoing is referred to as “Program Participant Information”) from the Program Operators for the purposes of administering and assessing the Program.
21. BC Hydro shall not be in default, and shall not be deemed to be in default, by reason of delay or the failure or inability to perform its obligations under this Agreement where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of BC Hydro, including without limitation any act of God or other cause which frustrates the performance of this Agreement.

22. You will not assign this Agreement.
23. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
24. This Agreement may be amended by BC Hydro upon thirty (30) days' written notice to You.
25. BC Hydro reserves the right, in its sole discretion, to reject, accept or revise any Application made to it under the Program and to elect not to be bound by this Agreement.
26. Terms 16, 17, 18, 19, 20, and 23, and any terms and conditions required for their interpretation, shall survive termination of this Agreement.