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# Peak Saver Program

## Terms and Conditions

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The Peak Saver Program (the “**Program**”) is offered by British Columbia Hydro and Power Authority (“**BC Hydro**”) to its residential customers. By applying to participate in the Program, you agree to be bound by these terms and conditions (“**Terms and Conditions**”).

1. **Interpretation:** For the purposes of these Terms and Conditions, the following terms have the following respective meanings:

- “**Enrollment Process**” means the process to enroll the participant in the Program, as further set out in section 4 below;
- “**Equipment**” means the eligible smart home devices specified in the Enrollment Process (if any);
- “**Participant**” or “**you**” means the participant identified in the Enrollment Process and “**Participants**” means collectively, the participants in the Program; and
- “**Residence**” means the residence listed in the Enrollment Process.

2. **The Program:** The Program is a demand response program that aims to manage peak demand by asking residential customers to reduce their energy use on specific event days, at specific times and for a maximum of four (4) hours. Customers can choose to participate by reducing their energy use at their Residence during challenges under the Program (“**Challenges**”) or via remote control of their enrolled Equipment during control events under the Program (“**Control Events**”, together with Challenges, “**Events**”). Customers may choose to participate in both Challenges and Control Events under the Program.

3. **Eligibility:**

(a) General: Participants must meet the following eligibility criteria:

- Are resident of British Columbia;
- Are an individual at least nineteen (19) years of age; and
- Are the BC Hydro residential account holder at the Residence, and the BC Hydro residential account is linked to an active MyHydro profile capable of displaying daily energy usage readings from a smart meter.

Customers on the Residential E-Plus rate (Rate Schedule 1105) are not eligible to participate in the Program.

(b) Control Events: Participants who wish to enroll their Equipment to participate in Control Events must meet the following additional eligibility criteria:

- Are the owner or tenant of the Residence;

- If a tenant, have received consent from the owner of the Residence to participate in the Program;
- The Equipment are eligible smart home device(s) installed in the Residence (as further described below);
- The Equipment has been enrolled in the Program through the device manufacturer at the time of purchase or after installation via the device manufacturer's website or mobile app, using the same email address as the email address linked to the Participant's MyHydro profile; and
- The Equipment is connected to Wi-Fi internet service at the Residence.

Eligible smart home devices generally fall into the following categories:

- Smart thermostats;
- Electric vehicle chargers;
- Hot water load controllers; and
- Battery energy storage systems ("**BESS**").

Eligible smart home devices are subject to change from time to time at BC Hydro's sole discretion. Specific details on, and a current list of, eligible smart home devices can be found at [bchydro.com/peaksaver](http://bchydro.com/peaksaver).

4. **Enrollment:** Participants may participate in the Program by enrolling to participate in Challenges, by enrolling their Equipment to participate in Control Events, or enrolling in both.
  - (a) **Challenges:** To enroll to participate in Challenges, you must login into your MyHydro profile and navigate to the Peak Saver registration page and follow the steps to enroll in the Program.
  - (b) **Control Events:** To enroll Equipment to participate in Control Events, you must register the Equipment through the device manufacturer at the time of purchase or after installation via the device manufacturer's website or mobile app. Manufacturers' enrollment options can be found at [bchydro.com/peaksaver](http://bchydro.com/peaksaver). BC Hydro will validate the enrollment of the Equipment and may accept or decline to enroll Equipment in the Program in its sole discretion. BC Hydro will communicate its decision with Participants via email.
5. **Events:** In these Terms and Conditions, "Events" refer to both Challenges and Control Events described in section 2. The number and timing of the Events will be determined by BC Hydro in its sole discretion. It is expected that the duration of each Event will vary, from a minimum of one (1) hour to a maximum of four (4) hours, and that there will be a maximum number of two (2) Events per day. However, BC Hydro will, in its sole discretion, determine the duration of each Event and the number of Events per day. Events can be scheduled every day of the week including weekends and statutory holidays, with the exception of Christmas Day. BC Hydro does not guarantee any number of Events in each Program Period (as defined below).
6. **Program Periods:** Events under the Program will occur during two distinct program periods (each, a "Program Period", and together, the "Program Periods"):
  - Winter season events will occur during the period between November 1st of each year and March 31st of the following year (each, a "**Winter Program Period**"); and

- Summer season events will occur during the period between June 1st and September 30th of each year (each, a “**Summer Program Period**”).

Subject to these Terms and Conditions, all eligible Participants will be eligible to participate in Events during each Winter Program Period. However, only select Participants, as determined by BC Hydro in its sole discretion, will be eligible to participate in a Summer Program Period and those Participants will be notified via email before the start of the Summer Program Period.

**7. Participation in Events:** Participation in Events may not be equally distributed among all Participants and is at BC Hydro’s sole discretion. Some Participants may be called upon to participate in Events more frequently than others. Any Event under the Program is not and will not be deemed to be BC Hydro’s provision of electricity under the Electric Tariff.

- (a) Challenges: BC Hydro will notify selected Participants to reduce their energy use at their Residence during Challenges.

BC Hydro will send Participants email and SMS text message notifications of upcoming Challenges approximately twenty-four (24) hours in advance. A Challenge reminder email will be sent approximately one (1) hour before the start of the Challenge. A Challenge reminder SMS text message will be sent approximately five (5) minutes before the start of the Challenge. An SMS text message will be sent after the Challenge has ended.

BC Hydro may, in its sole discretion, cancel a scheduled Challenge up to two (2) hours before the Challenge was intended to start. BC Hydro will notify Participants of such cancellation via email. If a Challenge is cancelled, Participants will not be able to earn any Rewards (as defined below) for such Challenge.

BC Hydro will communicate the results of each Challenge via email a minimum of forty-eight (48) hours after the Challenge has ended. Participants can also access the results through their peak saver timeline in their MyHydro portal.

If you choose to participate in Challenges, you are responsible for updating your MyHydro profile with any changes to your email address and, if applicable, your mobile phone number, to receive Challenge notifications. BC Hydro will not be responsible for any Participant’s failure to receive any Challenge notifications for any reason, including but not limited to, notifications sent to an improper email address or mobile phone number, internet disturbance or transmission failure. Carrier charges for SMS text messages may apply.

Only Participants that have opted-in to receive SMS text message notifications via their MyHydro profile will receive SMS text message notifications in connection with the Program and the Events.

- (b) Control Events: During Control Events, BC Hydro will adjust some or all enrolled Equipment remotely at BC Hydro’s sole discretion.

If you choose to enroll your Equipment for participation in Control Events, you hereby acknowledge and agree that:

- BC Hydro may remotely control the Equipment installed in your Residence as necessary for the purpose of the Program during any Program Period that occurs after the enrollment of the Equipment in the Program until the termination of your participation in the Program by either you or BC Hydro, in accordance with these Terms and Conditions (such period being the “**Control Term**”);

- BC Hydro may enact a Control Event at any time of day or night without notice during a Program Period;
- The enrolled Equipment uses various wireless communication technologies to collect and exchange data between the Equipment and BC Hydro's central data servers and applications. You agree to the collection of data from the enrolled Equipment and the Residence's smart meter during the Control Term and to BC Hydro's access to the Residence's historical smart meter energy data for the two (2) years immediately preceding your enrollment in the Program for analysis purposes;
- You will maintain the enrolled Equipment in good working order throughout the Control Term at your own cost and expense;
- To be eligible to receive the associated Rewards, the enrolled Equipment must be powered on and connected to the internet at all times throughout the Program Period; and
- For purposes of administering the Program, BC Hydro may, at its sole discretion, determine if the Equipment has been installed properly in the Residence.

For the purposes of this section 7(b), references to "**BC Hydro**" includes BC Hydro and its employees, representatives and contractors.

(c) BESS Participants: In addition to section 7(b), if you have enrolled an eligible BESS for participation in Control Events (a "**BESS Participant**"), you also hereby acknowledge and agree that:

- While BC Hydro will endeavor to maintain a minimum battery reserve of 20% at all times for the BESS, BC Hydro cannot and does not provide any guarantee with respect to the battery reserve of any BESS;
- BC Hydro reserves the right to override any pre-set battery reserve levels above 20% during a Control Event to draw down the battery to the 20% reserve level.
- Since Control Events can happen at any time and cause the BESS to be discharged, you should not rely exclusively on the BESS to power life-supporting equipment or other critical safety or emergency needs;
- System outages, battery failure, or other circumstances outside of BC Hydro's control may impact or delay the charging status and availability of the battery;
- The electricity stored in the BESS is intended solely for the Participant's personal use and will not be utilized by BC Hydro to supply the electricity grid;
- The BESS is subject to round-trip efficiency ("**RTE**") losses, whereby each time the BESS is charged and discharged there is a loss of energy. The additional electricity costs that you may incur due to RTE losses are your sole responsibility; and
- No person or entity except the manufacturers of the BESS and BC Hydro will have the right to control or discharge the BESS and exercise load control during the Control Term.

For the purposes of this section 7(c), references to "**BC Hydro**" includes BC Hydro and its employees, representatives and contractors.

## 8. Opting Out of Events:

- (a) Challenges: Participants may opt-out of participating in any Challenge without needing to take any additional action. BC Hydro will calculate the Participant's results for the Challenge regardless of participation, and there will be no penalties for choosing not to participate in any Challenge.
- (b) Control Events: Participants may opt-out of participating in any Control Event, at any time, by manually adjusting their Equipment, through the device manufacturer's mobile app or by following the device manufacturer's instructions. If you opt-out of more than 50% of Control Events per device category during any Program Period then you may be ineligible to receive any Rewards, as described further in section 9 below.
- (c) Pilot BESS Participants: BESS Participants who are also participants of the Residential Battery Direct Install Pilot (the "**Pilot**") and who have received a BESS from BC Hydro thereunder may not opt-out of participating in any Control event.

## 9. Rewards: Participants who participate in Events may be eligible to receive a Reward as set out in paragraphs (a), 0 and (c) below.

BC Hydro, at its sole discretion and without notice, may change the Rewards (including the amount and the nature of the Rewards).

- (a) Challenges: If a Participant is entitled to participate in a Challenge during a Program Period and the Participant successfully completes the Challenge by reducing their energy consumption by a prescribed reduction threshold as provided by BC Hydro at the beginning of the Challenge (the "**Reduction Threshold**"), the Participant will be eligible for a reward also specified by BC Hydro for the successfully completed Challenge (each, a "**Challenge Reward**"). BC Hydro, in its sole discretion, may change the Reduction Threshold and the Challenge Reward. Participants will be notified of the applicable Challenge parameters, including the applicable Reduction Threshold and the applicable Challenge Reward, via email (as described in section 7(a)) and through the program page in their MyHydro profile.

In determining whether the Reduction Threshold has been satisfied during a Challenge, BC Hydro will compare the Participant's energy consumption at its Residence during the Challenge with the Participant's baseline energy consumption at its Residence. A Participant's baseline energy consumption at its Residence is the average energy consumption from the three (3) highest energy consuming days out of the five (5) eligible days preceding the Challenge during the time equivalent to the time of the Challenge. Eligible days taken into consideration for this determination include all days of the week (including weekends and statutory holidays) but do not include days on which another Challenge occurred. Participants who are also participating in the self-generation program will have their net values considered as the kWh used for the Reward calculation.

If BC Hydro is unable to ascertain the results of a Challenge for any reason, the status of the Challenge shall remain pending until such results are made available to BC Hydro.

If, at the time of result finalization, BC Hydro changes the pending results to a pass and deems the Participant to have been successful in the Challenge at its sole discretion, then BC Hydro may issue the Challenge Reward according to these Terms and Conditions.

There are no penalties to Participants for not participating in any Challenge, or for failing to satisfy the Reduction Threshold for any Challenge.

If the Participant's BC Hydro residential account is not in good standing or the Participant is not in compliance with these Terms and Conditions (including but not limited to section 3 (as applicable)) throughout the duration of the Program Period, then the Participant will not be eligible to receive any Challenge Rewards.

- (b) **Control Events:** Subject to paragraph (c) below, if a Participant enrolls Equipment in the Program for participation in Control Events for a Program Period, such Participant will be eligible for a reward of \$50 per device category (as identified in section 3(b), and not per each registered device) at the end of each Program Period (each, a "**Control Reward**", and together with the Challenge Rewards, the "**Rewards**").

If the Participant's BC Hydro residential account is not in good standing or if the Participant is not in compliance with these Terms and Conditions (including but not limited to sections 3 and 7 (as applicable)) throughout the duration of the Program Period, then the Participant will not be eligible to receive any Control Rewards. In addition, if the Participant has opted-out of more than 50% of the Control Events per device category during a Program Period, then the Participant may be ineligible to receive Control Rewards for that Program Period.

- (c) **BESS Participants:** BESS Participants who are also participants of the Pilot offered by BC Hydro and are subject to the terms and conditions thereunder are not eligible to receive Control Rewards with respect to the BESS installed in connection with the Pilot. If you are such BESS Participant, you hereby acknowledge and agree that notwithstanding anything else contained in these Terms and Conditions or the terms and conditions under the Pilot, you are not eligible to receive any Control Rewards under this Program with respect to the BESS installed in connection with the Pilot. For the avoidance of doubt, BESS Participants who are participants of the Pilot may be eligible to receive Control Rewards with respect to other eligible Equipment that has been enrolled for participation in Control Events pursuant to these Terms and Conditions, and BESS Participants who are not participants in the Pilot may be eligible to receive Control Rewards pursuant to these Terms and Conditions.

- 10. Payment of Rewards:** At the end of each Program Period in which a Participant earns Rewards, the aggregate amount of the Rewards will be reflected in the Participant's BC Hydro residential account as an offset of the amount owed by the Participant to BC Hydro for electricity provided by BC Hydro. For clarity, such an offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the Participant for electricity provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for paying the Rewards.

If a Participant has moved or unlinked their MyHydro profile, or their participation in the Program has ceased for any reason, during a Program Period in which the Participant has earned Rewards pursuant to section 9, BC Hydro will pay the aggregate amount of the Rewards earned by the Participant up to that point as an offset (in the manner set out in the above paragraph), provided that the Participant has an open BC Hydro account and there remains an account balance. If a Participant's BC Hydro account is closed during a Program Period in which the Participant has earned Rewards, then the Participant will not be entitled for the payment of those Rewards.

Rewards are non-transferable, non-exchangeable, and non-refundable.

- 11. Risks; Limitations of Liability; Release:** You acknowledge and agree that:

- You have independently assessed and accept any and all risks and liability associated with the actions taken to attempt to achieve energy reductions contemplated under these Terms and Conditions, including but not limited to manually adjusting smart home devices, installation of Equipment and BC Hydro's remote controlling of the Equipment during Control Events, as applicable.

- You are solely responsible for any impacts that your participation in the Program may have on any warranties for your Equipment (including BESS) or other smart home devices.
- To the maximum extent permitted by applicable law in no event and under no circumstances will BC Hydro, its representatives and affiliates, and each of their respective officers, directors, employees, agents, contractors (including installers), representatives, successors and permitted assigns and those for whom BC Hydro may be responsible at law (collectively, the “**Program Operators**”) be liable to you or any other person for any claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action (including special, punitive, incidental, contingent, indirect or consequential losses or damages) that may be suffered or incurred by, or brought or made by, you or any other person (including any third person who resides at, visits, or occupies your Residence), arising from, connected with, or relating to your participation in the Program or these Terms and Conditions (including without limitation, damage to or loss of personal property; personal injury (including death), illness, or other condition or effect; and costs for claims; and whether as a result of a breach of these Terms and Conditions or any actions, negligence, or omissions by the Program Operators).
- For certainty, BC Hydro assumes no responsibility or liability for any claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action arising from your energy reduction actions, shifting of energy usage or the level of energy reductions achieved, or any impacts, damage or destruction to your Residence, Equipment (including BESS), or other smart home devices (including battery life for BESS and electric vehicles, and driver usage for electric vehicles) as a result of their installation, use or operation under these Terms or Conditions, the interruption of power to the Equipment (including BESS) or other smart home devices, any Reward miscalculations or missed Rewards, any failure in sending any Event notifications, any cellphone or other charges incurred as a result of your participation in the Program, or otherwise as a result of your participation in the Program.
- You hereby irrevocably waive any and all claims against, and irrevocably release and agree not to sue, the Program Operators of, from and against the foregoing claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action.

For the avoidance of doubt, the release and limitation of liability provided in this section 11 shall survive the expiration or termination of these Terms and Conditions, or the completion or cancellation of the Program.

**12. No Warranty or Guarantee:** You acknowledge and agree that:

- BC Hydro makes no representations or warranties of merchantability and fitness, including without limitation, to the design, capability, installation, or workmanship related to the Equipment (including BESS), other smart home devices, or the anticipated electrical energy load reduction contemplated under these Terms and Conditions, or that any aspect of the Equipment (including BESS) or other smart home devices will satisfy any or all legal requirements or specifications that may be applicable.
- BC Hydro does not guarantee any energy cost savings or other benefits arising from your participation in the Program.

**13. Indemnification:** You will be responsible for your actions, negligence, and omissions (and the consequences thereof) in connection with these Terms and Conditions and the Program.

By participating in the Program, you agree to indemnify, defend and save harmless the Program Operators from and against any demand, claim, damages, losses, costs, expenses, causes of

action, fines, orders, judgements, actions, suits, proceedings, liabilities or obligations suffered or incurred by, or brought or made against, any of the Program Operators, arising from or in connection with, whether directly or indirectly, your participation in the Program or breach of these Terms and Conditions, including but not limited to instances where you or third persons who reside at, visit, or occupy your Residence seek damages against any of the Program Operators for any reason that is connected with these Terms and Conditions or the Equipment (including BESS), other smart home devices, or your participation in the Program.

For the avoidance of doubt, the indemnity provided in this section 13 shall survive the expiration or termination of these Terms and Conditions, or the completion or cancellation of the Program.

**14. Withdrawal by Participants:**

- (a) Challenges: Participants may withdraw from participating in Challenges at any time from the Peak Saver page in their MyHydro profile.
- (b) Control Events: Subject to paragraph (c) below, Participants may withdraw from participating in Control Events at any time by providing at least five (5) days' written notice to BC Hydro either via the device manufacturer's mobile app or by contacting BC Hydro via email at peaksaver@bchydro.com. Upon withdrawal from the Program, BC Hydro will cease to control the operation of the Equipment for the purposes of the Program effective as of the withdrawal date.
- (c) BESS Participants: The ability of BESS Participants who are also participants of the Pilot to withdraw from the Program is subject to the terms and conditions under the Pilot.



**15. Surveys, Audits and Data Collection:** You hereby agree to participate in surveys or audits from time to time, conducted by BC Hydro or its representatives in connection with the Program. This section 0 will survive termination of, or withdrawal from the Program. You hereby authorize the indirect collection by BC Hydro of any information provided by the Participants to the Program Operators, including but not limited to personal information such as name, address, telephone number, email address, device identification numbers, and, state of charge, energy consumption from the Program Operators for the purposes of administering and assessing the Program.

**16. Access and Use of Personal Information:**

(a) BC Hydro collects, uses, and discloses the information (including personal information) submitted by the Participant or otherwise collected as a result of the Participant's enrolment in the Program for the purpose of administering the Challenges and Control Events, developing promotional material for the Program, evaluating the effectiveness of the Challenges and Control Events, and undertaking analysis and research to inform changes to existing programs and the design of new programs.

(b) You acknowledge that :

(i) the collection and access to your personal information including, but not limited to, your name, address, mobile phone number, email address and energy consumption at your Residence by BC Hydro and its contractors and authorized agents for the purposes of administering the Program and any other disclosure or reporting that may be required by law. You 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;

(ii) the disclosure of your information to BC Hydro and any collaborating party and their respective affiliates and contractors, for the purposes of administering the Challenges and Control Events, developing promotional material for the Program, evaluating the effectiveness of the Challenges and Control Events, and undertaking analysis and research to inform changes to existing programs and the design of new programs;

(iii) the disclosure of your information to contractor(s) for the purpose of administering the Challenges and Control Events; and

(iv) you may be contacted by BC Hydro (or their authorized agents) by phone, email, direct mail, or similar method for the purposes of administering, evaluating, and researching all elements of the Program.

c) BC Hydro collects the personal information submitted to the Peak Saver Program in accordance with provisions of the Freedom of Information and Protection of Privacy Act, ss. 26(c) and (e) and its Privacy Policy (which is located at [bchydro.com/privacy](http://bchydro.com/privacy)) to run the Peak Saver Program and to contact participants for within program and post program activities. BC Hydro's collection of personal information is undertaken in furtherance of BC Hydro's energy conservation mandate and obligations under the Clean Energy Act and the Utilities Commission Act. If the Participant has any questions regarding the information collected during the Challenges or Control Events, the Participant is invited to contact BC Hydro's Customer Service at [peaksaver@bchydro.com](mailto:peaksaver@bchydro.com).

**17. Representations and Warranties:** You represent and warrant to BC Hydro as follows, with the intent that BC Hydro will rely on these representations and warranties in entering into these Terms and Conditions and administering the Program:

- You have the capacity to enter into these Terms and Conditions and carry out their terms;
- All information, statements and documents furnished or submitted by you to BC Hydro in connection with Enrollment Process, these Terms and Conditions and the Program are true and correct in all material respects; and
- You meet the eligibility criteria set out in section 3.

**18. General:** You acknowledge and agree that:

- These Terms and Conditions constitute the entire agreement between you and BC Hydro with respect to the Program;
- Your participation in the Program signifies your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms and Conditions. If you do not unconditionally agree to accept these Terms and Conditions, then you may not participate in the Program;
- BC Hydro's decisions relating to the Program will be final and binding and not subject to appeal;
- BC Hydro in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Rewards, and the Program Period) at any time, without notice or obligation for any reason;
- BC Hydro in its sole discretion may amend, supplement, or terminate these Terms and Conditions at any time without prior notice and without any responsibility or liability to any Participant or holder of a BC Hydro residential account, by posting the changed Terms and Conditions on the Peak Saver website. The changed Terms and Conditions are effective immediately on posting on the [Peak Saver website](#), unless the changed Terms and Conditions expressly state otherwise. It is your responsibility to check the "Last Updated" date at the top of these Terms and Conditions and review any changes since the previous version. By participating in the Program after these Terms and Conditions have been changed by BC Hydro, you signify your unconditional acceptance and agreement to be bound by the changed Terms and Conditions. You may not change these Terms and Conditions in any manner;
- BC Hydro reserves the right to unilaterally and without notice remove any Participant from the Program for any reason, including level of participation;
- BC Hydro may, in its sole discretion, reject anyone from participating in the Program;
- A waiver of any term or breach of these Terms and Conditions is effective only if it is in writing and signed by, or on behalf of, BC Hydro and is not a waiver of any other term or breach;
- 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, unless otherwise determined by BC Hydro in its sole discretion;

- These Terms and Conditions are governed by and are to be interpreted and construed in accordance with the laws of British Columbia;
- All titles and headings are inserted for convenience of reference only and will not be referred to in interpreting these Terms and Conditions;
- If one or more of the provisions contained in these Terms and Conditions will be invalid, illegal or unenforceable in any respect, such provisions will be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby;
- BC Hydro will not be in default, and will not be deemed to be in default, by reason of delay or the failure or inability to perform its obligations under these Terms and Conditions 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 these Terms and Conditions; and
- You will not assign any of your rights or obligations under these Terms and Conditions.