

## HVAC CONSUMER TERMS AND CONDITIONS

You, the participant, must review and agree to the following terms and conditions (the “**Terms and Conditions**”) for the Heating, Ventilation and Air-Conditioning (“**HVAC**”) Incentives Initiative (the “**Initiative**”). Please note that before you agree to these terms and conditions, the IESO may change any term including the incentive amount without prior notice. The terms, including the incentive amount, applicable to you will be those offered at the time you installed your CAC or furnace and agreed to these Terms and Conditions.

### 1. Eligibility Requirements

#### (a) Who is eligible:

To be eligible for the Initiative:

- (i) you must be an individual or business, and if an individual, must be at least 18 years of age or older;
- (ii) you must not be a dealer or distributor of heating or cooling systems;
- (iii) in the case of a replacement Eligible HVAC Measure you must own or rent the existing furnace or existing central air conditioning system (a “**CAC System**”) to be replaced with the Eligible HVAC Measure(s) (as such term is defined below), and if you are the renter, you must have the written consent of the owner;
- (iv) you must be the owner, or a tenant with the written consent of the owner, of the residence or business where the Eligible HVAC Measure(s) will be installed (the “**Location**”);
- (v) the Location must have an Ontario address; and
- (vi) the Location must be connected to, or be behind the meter of another electricity consumer connected to, your initiative participating local distribution company’s (each, an “**LDC**”) distribution system.

#### (b) Furnace Incentive:

To be eligible for a furnace incentive of \$250, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
- (ii) replace your existing furnace with a high efficiency furnace listed on the “Eligible ECM List” (ask your HVAC contractor participating in the Initiative (each, a “**Participating HVAC Contractor**”) for a copy of such list); and
- (iii) for a replacement furnace, purchase the eligible furnace from and have it installed by a Participating HVAC Contractor between January 1, 2016 and July 1, 2017 (the “(the “**Participating HVAC Contractor Eligibility Period**”).

#### (c) CAC System Incentive of \$250:

To be eligible for a CAC System incentive of \$250, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
- (ii) replace your existing CAC System or install a new CAC System with an ENERGY STAR<sup>®</sup> CAC system that satisfies at least a 14.5 seasonal energy efficiency ratio (“**SEER**”) and a 12 energy efficiency ratio (“**EER**”) confirmed by an Air-Conditioning, Heating and Refrigeration Institute

("AHRI") reference number. (Reference numbers are made available by your Participating HVAC Contractor or at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>); and

for a new or replacement CAC System installation, purchase the eligible CAC System from and have it installed by a Participating HVAC Contractor between January 1, 2016 and July 1, 2017 (the "**CAS System Incentive of \$250 Eligibility Period**").

- (d) CAC System Incentive of \$400:  
To be eligible for a CAC System incentive of \$400, you must:
  - (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
  - (ii) replace your existing CAC System or install a new CAC System with an ENERGY STAR® CAC System that satisfies at least a 15 SEER and a 12.5 EER confirmed by an AHRI reference number. (Reference numbers are made available by your Participating HVAC Contractor or at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>); and
  - (iii) for a new or replacement CAC System installation, purchase the eligible CAC System from and have it installed by a Participating HVAC Contractor between January 1, 2016 and July 1, 2017 (the "**CAS System Incentive of \$400 Eligibility Period**").
- (e) For certainty, you may be eligible for one of the incentives set out in Section 1(c) or 1(d) if you meet all of the eligibility requirements set out therein, but not both of such incentives in respect of the same CAC System.
- (f) The IESO may extend any of the Participating HVAC Contractor Eligibility Period, CAS System Incentive of \$250 Eligibility Period, or the CAS System Incentive of \$400 Eligibility Period, at the IESO's discretion.

Furnaces or CAC Systems that meet the above related requirements are hereinafter referred to as "**Eligible HVAC Measures**". YOU ARE RESPONSIBLE FOR ENSURING THAT YOU, YOUR LOCATION OR BUSINESS AND THE EQUIPMENT YOU PURCHASE FOR INSTALLATION SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS. IF ANY ELIGIBILITY REQUIREMENTS ARE NOT MET, YOUR INCENTIVE APPLICATION WILL BE REJECTED OR YOU MAY BE REQUIRED TO REPAY ANY AMOUNTS YOU RECEIVE UNDER THE INITIATIVE.

By applying for the Initiative, you represent and warrant that you have met the above related eligibility requirements.

## 2. No IESO or LDC Endorsement

You agree that you have independently selected your Participating HVAC Contractor and have done all things that are appropriate to assess your Participating HVAC Contractor's suitability and qualifications. You have properly contracted for the services and products required, including where appropriate, seeking legal advice.

**YOU AGREE AND ACKNOWLEDGE THAT THE INDEPENDENT ELECTRICITY SYSTEM OPERATOR ("IESO") AND YOUR LDC AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SERVICE PROVIDERS OR HEIRS OR ASSIGNS (COLLECTIVELY, "INITIATIVE OPERATORS") MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ABOUT THE INITIATIVE, NOR DO THEY ENDORSE ANY PARTICIPATING HVAC CONTRACTOR PARTICIPATING IN THE INITIATIVE AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO, AND ASSUME NO RESPONSIBILITY FOR, THE CONDUCT, PRODUCTS OR SERVICES OF, OR PROVIDED BY, OR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS OR LOSSES, CLAIMS OR LIABILITIES**

**ARISING AS A RESULT OF, ANY PARTICIPATING HVAC CONTRACTOR OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY ACT OR OMISSIONS OF ANY INITIATIVE OPERATOR.**

ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY DISCLAIMED.

3. Incentive Submission Information

Your Participating HVAC Contractor will fill out your incentive application on-line, however, it is your responsibility to submit your incentive application to the IESO. If you provide your e-mail address, you will receive an e-mail asking you to review the information and confirm that the information set out in the incentive application is correct. If you do not provide your e-mail address, your Participating HVAC Contractor will provide you with a paper copy. You must confirm that the information set out in the incentive application is correct, and you must mail or fax the incentive application to the IESO at the address below.

Please verify the incentive application information carefully. Information (including your name) in the incentive application can be changed only by contacting the IESO at 1-877-797-9473. The IESO may request additional verification.

Whether your incentive application is submitted on-line or by mail, you must also mail, fax or e-mail in a copy of your proof of purchase (e.g., a copy of the Participating HVAC Contractor's invoice), which such proof of purchase will show: the Participating HVAC Contractor's name, the Ontario address at which the Eligible HVAC Measure was installed, the date of installation, your name, the description, model number and serial number (where applicable) of the Eligible HVAC Measure, the AHRI reference number, if applicable, and the full amount actually paid by you for the Eligible HVAC Measure and installation thereof, all of which must be clearly legible to be valid.

If you submit your incentive application by mail, you should submit your proof of purchase in the same envelope.

You should keep the original invoice(s) provided to you by the Participating HVAC Contractor in case you need warranty service. Any documentation submitted to the IESO or its agents will not be returned.

Paper incentive applications and copies of proof of purchase must be sent to: Attention: saveONenergy Incentives. 30 Commercial Road, Toronto, ON M4G 1Z4.

By applying for the Initiative incentive, you represent and warrant to the IESO that:

- (a) you *bona fide* purchased the Eligible HVAC Measure for installation at the price stated on the proof of purchase for end-use at the Location;
- (b) you have submitted only one incentive application for the Eligible HVAC Measure;
- (c) you comply with all of these Terms and Conditions; and
- (d) all information contained in your incentive application is complete, true and accurate.

You are responsible for ensuring that your incentive application and proof of purchase is post-marked, or ensuring in the case of an on-line incentive application it is submitted on-line, no later than February 1 of the year after the purchase and installation of the Eligible HVAC Measure. Incentive applications received after that time will not be accepted. The IESO is not responsible for lost, late, or misdirected incentive applications or proofs of purchase.

4. Incentive Payment

The Initiative incentives will be issued in the form of a cheque payable in Canadian funds to the participant named in the incentive application and mailed to the address stated therein. Incentive

cheques must be cashed within 6 months of issuance. **PLEASE ALLOW 4-8 WEEKS FOR DELIVERY from the date you submit your proof of purchase.**

You may check the status of your incentive application on-line at the link available at the saveonenergy website: <https://www.saveonenergy.ca/Consumer/Programs/HVAC-Rebates/Customer-incentive-lookup.aspx> or by calling the IESO call centre at 1-877-688-3062

5. Disclosure; Consent To Use Information

You hereby consent to the collection, use, disclosure and other handling of any information provided by you to the Initiative Operators including personal information (the "**Participant Information**") by the Initiative Operators for purposes relating to the operation, administration or assessment of the Initiative or these Terms and Conditions, and in connection with any reporting activities relating to the Initiative, including for purposes of reporting, follow-up surveys, studies and audits, and the provision to the IESO of my past and current energy usage for such purposes, which such use will include, without limitation: (i) sharing of Participant Information among the Initiative Operators; (ii) use by the Initiative Operators of the Participant Information provided by you to conduct, analyze and report on the results of the Initiative and surveys, and modify the Initiative based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors. You also agree that the Initiative Operators may provide access to your incentive application to your Participating HVAC Contractor to verify your incentive submission or to process your incentive application. You hereby acknowledge that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Please see the IESO's Privacy Policy located at <https://www.saveonenergy.ca/Home/Privacy.aspx>.

You understand that in connection with surveys, studies and audits, the IESO may contact you directly. You also consent to the LDC and the IESO contacting you including by email and other electronic communication for purposes of follow-up surveys, studies and audits, future conservation programs, customer satisfaction surveys, and other related purposes and understand that I may withdraw this consent at any time by contacting the IESO at [customer.relations@ieso.ca](mailto:customer.relations@ieso.ca) or 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1.

6. Notice

Any misrepresentation, failure to meet the eligibility criteria set out in Section 1 or other requirements set out herein or other breach of these Terms and Conditions, or submission of multiple incentive claims or any other fraud will void your participation in the Initiative and you will be required to repay any amounts received under the Initiative. This offer cannot be combined with any other offer.

All claims are subject to review and approval by IESO or its agent. Late, non-compliant, improperly submitted or incomplete incentive claims, as determined by the IESO at its sole discretion, will be rejected.

The IESO reserves the right to cancel the Initiative at any time at its sole discretion. Incentive submissions for services performed during the term of the Initiative prior to the date of such cancellation and submitted within 30 days after cancellation of the Initiative will be honoured.

7. Environmental Attributes

You agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an Initiative incentive has been paid, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "**Environmental Attributes**") are hereby transferred and

assigned by you to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns. The IESO will be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner it determines.

8. Indemnity

You will indemnify and save harmless each of the Initiative Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Initiative or any other matter contemplated by these Terms and Conditions.

9. Evaluation, Monitoring and Verification: Audit

You represent, warrant and covenant that you will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the Initiative Operators in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of these Terms and Conditions or evaluation of the Initiative, and will provide to the Initiative Operators reasonable access to your records and premises for such purposes.

10. Miscellaneous.

Except as otherwise provided, these Terms and Conditions constitute the entire agreement between you and the IESO in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of these Terms and Conditions. These Terms and Conditions may not be varied, amended or supplemented except by an agreement in writing signed by both you and the IESO. These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. These Terms and Conditions will enure to the benefit of and be binding upon you and the IESO and the respective successors and permitted assigns of you and the IESO. These Terms and Conditions will not be assigned by you to another person. You will, from time to time, on written request by IESO, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement these Terms and Conditions. The invalidity, unenforceability or illegality of any provision in these Terms and Conditions will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of these Terms and Conditions, which will remain in full force and effect. The insertion of headings is for convenience of reference only and will not affect the interpretation of these Terms and Conditions. The terms "hereof", "hereunder", and similar expressions refer to these Terms and Conditions and not to any particular Section or other part of these Terms and Conditions. Unless otherwise indicated, any reference in these Terms and Conditions to a Section refers to the specified section of these Terms and Conditions. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.

11. Third Party Beneficiaries.

Except as provided in Sections 2, 5, 8 and 9, these Terms and Conditions are solely for the benefit of:

- (a) the IESO, and its successors and assigns, with respect to your obligations under these Terms and Conditions, and
- (b) you and your successors with respect to the obligations of the IESO under these Terms and Conditions;

and these Terms and Conditions will not be deemed to confer upon or give to any other person any claim or other right or remedy. You appoint the IESO as the trustee for the LDC and the other Initiative Operators of the applicable provisions set out in these Terms and Conditions, including Sections 2, 5, 8 and 9.