

### Agreement

Efficiency Manitoba ("EM") offers a "Rebate(s)" to an eligible homeowner (the "Customer") of an eligible residential property (the "Residence") who purchases and installs an ENERGY STAR certified smart thermostat (the "Product") that qualify under the Smart Thermostat Rebate (the "Program") Terms and Conditions set out below and as set out in Appendix A – Program Eligibility Criteria, which forms part of this Agreement.

**The Smart Thermostat Rebate Application (the "Application") forms a binding agreement on the Customer. All information provided by the Customer must be true and correct as at the application date. The Product(s) being applied for Rebate must be new or certified refurbished and purchased in Canada from a retailer or contractor, ENERGY STAR certified, and listed on EM's eligible product list found at [efficiencyMB.ca/smart-thermostat-rebate-eligible-products](http://efficiencyMB.ca/smart-thermostat-rebate-eligible-products). The eligible product list can also be requested directly from EM by contacting [smarththermostats@efficiencyMB.ca](mailto:smarththermostats@efficiencyMB.ca). EM must receive the completed Application and invoices or receipts supporting the eligible Product(s) purchase no later than 90 days from product install and payment in full. For new home builds, the Product(s) must have been purchased and installed within 90 days of the date the application is received and must be paid in full before an application is submitted. The new home build must be planned to be occupied within six (6) months of the submitted application approval. Smart thermostats included in the purchase price of the home are not eligible for this rebate offer.**

### 1.0 Warranties and agreements

- 1.1 The Customer warrants that all Product(s) fully qualify and comply with Appendix A - Program Eligibility Criteria.
- 1.2 The Customer warrants that all information contained in the Application is true and correct.
- 1.3 The Customer warrants and agrees that: i) they have read Appendix A - Program Eligibility Criteria for this Program and both the Customer and the Product(s) fully qualify to participate in the Program; ii) the Application and all matters and materials relating thereto fully qualify and comply with the Program Eligibility Criteria; and iii) they have the full authority to provide to EM the Application and all information and documents in relation to this Agreement and that all information and documents are and shall be correct, current, and complete.
- 1.4 EM reserves the right to ask for photos or conduct a post-installation verification inspection of the Residence and Product(s) to determine whether any Rebate will be issued for a period up to 12 months after installation and receipt of all final paperwork by EM. A Rebate may not be paid if a post-installation verification inspection is refused or upon discovery of any failure to comply with any requirement of the Program.
- 1.5 The Customer agrees to the Terms and Conditions of this Agreement and shall comply with same, together with all Program requirements, unless specifically waived by EM in writing. If the Customer fails to comply with this Agreement or any other requirement of EM made pursuant these Terms and Conditions, including without limitation if the Customer ceases to be the Manitoba Hydro ("MH") account holder for the residence specified on the Application, then upon notice from EM, any Rebate then-unpaid to the Customer shall be cancelled and any Rebates paid to a Customer who was in violation of this Agreement as at the payment date of the Rebate shall immediately repay the Rebate to EM.
- 1.6 EM decisions relating to the Customer, Application, the Product(s) eligibility, energy savings of the Product(s), the Rebate amount(s), or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 1.7 EM reserves the right to change or terminate the Program at any time in its discretion without notice. In-process applications may be subject to cancellation should the Program be terminated. Rebate amount(s) are subject to change without notice and are not confirmed until the time of issuance.
- 1.8 EM reserves the right to limit the number of Program participants in its discretion, including where a Customer or Product would otherwise qualify under the Program.
- 1.9 This Application may be executed in any number of counterparts, including counterparts signed by fax, emailed scan-copy, or by electronic signature when submitted through an EM Customer user account. Where signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party or an electronic copy of this Agreement having been agreed to electronically through an EM Customer user account and approved by EM shall be deemed an original execution version of this Agreement. The Customer is responsible for all activity through the EM Customer user account.
- 1.10 This Agreement shall be governed by and construed in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. The parties hereby irrevocably attorn to the exclusive

jurisdiction of the Court of King's Bench of Manitoba, Winnipeg Centre.

- 1.11 By applying for the Program, the Customer acknowledges and consents to EM or one of its agents contacting the Customer in the future to participate in a survey regarding the Program.
- 1.12 The Customer consents to EM or one of its agents collecting and using the Customer's personal information for the purpose of administering the Application for the Rebate.

### 2.0 Installation requirements

The Customer shall ensure that:

- 2.1 The Product(s) meets the requirements set forth in the Appendix A - Program Eligibility Criteria and is acceptable to the inspection authorities having jurisdiction.
- 2.2 The Product(s) is installed and operational in the Residence listed on the application.
- 2.3 Products removed, transferred, or installed elsewhere from the Residence specified on the Application will not be resold, except for scrap purposes, without prior consent from EM.
- 2.4 The Product(s) is accessible for any a post-installation verification inspection; the Customer must be in attendance; and a minimum of 24 hours notice must be provided to EM as required to reschedule any verification appointment.
- 2.5 The Product(s) is kept in place in the Residence on this Application and as installed for a period of at least 36 months following installation.

### 3.0 Approvals and supporting documentation

- 3.1 EM's issuance for Rebates under this Program relates to the Customer's Program participation only and should not be interpreted to constitute consents, permits, or other approvals required for necessary installation associated with Program participation. The Customer shall obtain all necessary consents, permits, certificates, and other such approvals required by applicable laws, building codes, and standards to carry out the purchasing, installation, constructions, or use of Products under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the Product(s) have been installed in accordance with this Agreement, including without limitation by way of the Customer supplying EM with proof of purchase of materials, permits, or other documentation acceptable to EM. The Customer shall, as necessary, provide consents and authorizations, including without limitation, to its Contractor/Installer, Supplier and Vendor or otherwise as necessary to provide for direct communication with EM for these purposes.
- 3.3 The completion of an Application in no way binds EM to grant or pay a Rebate where the rebate Terms and Conditions have not been met, or information in an Application is determined by EM to be inaccurate or incorrect.
- 3.4 EM is not responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed applications or other failures or circumstances affecting, or disrupting the submission of any applications.
- 3.5 The Customer agrees to keep copies of all paperwork, supporting documents, and invoices/receipts required for Rebate eligibility for 24 months from the date of approval. Any documents submitted to EM are the property of EM and will not be returned unless done so at the discretion of EM.
- 3.6 The Application must be completed in full and received by EM accompanied with all required paid invoices/receipts and supporting documents for Product(s) for which the Customer is claiming a Rebate, all in accordance with the Program Terms and Conditions within 90 days of product install and payment in full. The accompanying invoice/receipt(s) and supporting documents must show the following:
  - i) date and proof of payment in full;
  - ii) name of the retailer;
  - iii) smart thermostat brand name;
  - iv) smart thermostat model number; and
  - v) unique transaction number, invoice, or receipt number.

### 4.0 Tax implication

- 4.1 EM is not responsible for any tax liability imposed on the Customer as a result of any payment of the Rebate.

## 5.0 Liability

- 5.1 EM will have no right, title or interest in the Product(s) or Residence by virtue of the Customer's participation in the Program or the payment of any Rebate hereunder.
  - 5.2 EM, not being the designer, manufacturer, nor installer of the Product(s), nor a designer, builder, or developer of buildings, makes no representation or warranty, express or implied, as to the fitness, safety, quality of design practices or capability of the Product(s) or its installation, workmanship, or use, nor warrants that the Products will satisfy the requirements of any law, rule, code, specification, or contract.
  - 5.3 The Customer hereby indemnifies and saves harmless EM, its directors, officers, agents, and employees from all damages, expenses, and costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person caused by installation or use of the Product(s).
  - 5.4 The Customer assumes all risk and responsibility for selection, purchase, installation, maintenance and use of any Product(s) and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the Product(s).
  - 5.5 EM does not endorse any consultant, manufacturer, product, system, design, contractor, supplier, retailer, designer, developer, builder, tool, system, design, or installer in promoting this Program.
  - 5.6 The Customer acknowledges and agrees that they are solely responsibility for the disposal of all hazardous materials (including, without limitation, asbestos) that may be contained in the Product(s), and that they shall do so strictly in accordance with all applicable laws, government regulations and requirements, and agrees that EM has no responsibility or liability with respect to any such disposal.
  - 5.7 The Customer acknowledges and agrees that EM does not guarantee any energy savings or other benefits arising from the installation, performance, use or fitness of the eligible Product(s).
- (l) All Rebates are limited to not more than the Product cost paid for by the Customer, including taxes. Products acquired through reward systems with no monetary dollar value exchanged (i.e. purchase price of \$0.00) are not eligible for this rebate offer.
  - (m) The Product(s) must be new, ENERGY STAR certified, available for purchase in Canada, and must be listed on EM's published eligible Product list found at [efficiencyMB.ca/smart-thermostat-rebate-eligible-products](http://efficiencyMB.ca/smart-thermostat-rebate-eligible-products). Used Products are not eligible for any Rebate under this Program. Certified refurbished Products purchased directly from the original manufacturer will be accepted.
  - (n) EM is not responsible for any rebate(s), discount(s), or incentive(s) offered or provided by any manufacturer, distributor, dealer, or installer, with respect to the eligible Product(s), which are separate and distinct from this Program.
  - (o) By applying for the Program, the Customer acknowledges and consents to EM or one of its agents contacting the Customer in the future to participate in a survey regarding the Program.
  - (p) The Customer consents to EM or one of its agents collecting and using the Customer's personal information for the purpose of administering the Application for the Rebate.
  - (q) Subject to the Terms and Conditions within this Agreement, and the purchase price of the Product(s) being greater than the Rebate amount(s), a rebate of \$50 applies to the eligible smart thermostat.

## Appendix A – Program Eligibility Criteria

To qualify under the Program, the following Program Eligibility Criteria must be met.

### General eligibility

- (a) The Customer must be one of the active MH account holders for the account under which an Application for Rebate under the Program is being submitted and are responsible for payment of the account.
- (b) The Residence must be occupied by the Customer or their tenant 12 months per year. For clarity, the Residence must not be a seasonal property.
- (c) As an active MH account holder, the Customer must be eligible for MH residential service electricity and natural gas rates. For clarity, the Residence must not be a commercial property.
- (d) Unheated buildings will not qualify for Rebates under the Program.
- (e) The Products shall be used by the Customer in a residential (excluding multi-unit residential) capacity only and in accordance with the Application and this Agreement. Tenants of multi-unit residential buildings (MURBs) are not eligible, rather the property manager should contact us at [energyteam@efficiencyMB.ca](mailto:energyteam@efficiencyMB.ca) to learn more about offers available for MURBs.
- (f) The Residence must not be a seasonal residence, vacation rental, an unoccupied home, an attached garage or an outbuilding.
- (g) EM will provide the Rebate by way of cheque mailed to the Customer's Residence.
- (h) Product(s) which have received financial assistance under any other federal, provincial, or MH or EM energy conservation program are not eligible for this Program, unless otherwise agreed to by EM in writing. The Customer shall make full disclosure of same as part of the Application and shall provide further information and/or documentation to EM upon request for consideration by EM.

### Smart thermostat upgrade eligibility

- (i) Each Residence is eligible for one (1) smart thermostat Rebate.
- (j) EM must receive a fully completed Application with the invoice/receipt(s) and any supporting documents within 90 days of the eligible Product(s) being installed and paid for in full. For clarity, the Product(s) must be installed prior to submission of the Application. The documents submitted must be for the Product(s) listed on the Application that are installed in the Residence.
- (k) For new home builds, the Product(s) must have been purchased and installed within 90 days of the date the application is received and must be paid in full before an application is submitted. The new home build must be planned to be occupied within six (6) months of the submitted application approval. Smart thermostats included in the purchase price of the home are not eligible for this rebate offer.