

These Terms and Conditions (the “Terms & Conditions”) govern participation in the Efficiency Manitoba Peak Partners Program (the “Program”), which is currently being offered as a pilot initiative. By enrolling in and participating in the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

1.0 Program overview

Efficiency Manitoba (“EM”) is offering a residential demand response initiative designed to support grid reliability and energy efficiency in Manitoba, with the external assistance and support of Manitoba Hydro (“MH”).

Demand response is a strategy used to temporarily reduce or shift electricity demand by temporarily adjusting participants’ electricity consumption through eligible connected devices.

The Program provides eligible Manitoba residents (“Participants”) the opportunity to support Manitoba’s electrical system by allowing eligible, participant-owned compatible devices installed at their primary residence to respond to demand response events (“DR Events”). Participation does not guarantee incentives, energy savings, or uninterrupted Program availability.

Each of EM and MH may modify, suspend, expand, or terminate the Program at any time at its discretion, including adding or removing eligible device types in the future.

2.0 Definitions

For the purposes of these Terms & Conditions:

- “Agent” refers to CLEAResult Canada, being a third-party implementor working on behalf of Efficiency Manitoba, and Resource Innovation Canada Inc., being a program evaluator for measurement and verification.
- “BYOD” means Bring Your Own Device and is representative of the participant ownership of their eligible device enrolled in this Program.
- “Data” means all records, metrics, readings, and other types of information generated, collected, or processed in relation to the Program and its Participants. This includes data from Devices concerning electricity consumption, patterns of usage, DR Event responses, feedback from the Participants (including survey responses), and any personal data of the Participants essential for the Program’s operations, functioning and evaluation. All such data will be collected, used, stored, and protected in accordance with applicable provincial and federal privacy laws. Additional information is available in Section 7: Data Collection, Use and Privacy.
- “Demand Response Event” means a period during which Manitoba Hydro requests temporary adjustments to a Participant’s enrolled Device(s) to reduce or shift electricity consumption.
- “Device” means an eligible demand response-enabled Wi-Fi-connected device approved by EM for participation in the Program, including but not limited to, low-voltage smart thermostats or other connected equipment identified by EM. Devices are purchased, installed, operated, and maintained by the Participant.
- “Event Season” is the period of time in which demand response events will take place.
- “EM” means Efficiency Manitoba.
- “Incentive” means a financial reward which may be offered by EM, at its sole discretion, to eligible Participants in recognition of their commitment and compliance with the Program’s objectives. To be eligible for this Incentive, Participants must adhere to and fulfill specific criteria set out in these Terms & Conditions.
- “MH” means Manitoba Hydro, the provincial electric utility serving Manitoba. Manitoba Hydro manages the Distributed Energy Resource Management System (DERMS) platform used to dispatch demand response events and process Participant and Device information required for Program administration, subject to applicable privacy laws.
- “Opt Out” means override temporary Device adjustment and can be performed by modifying Device settings through the Device interface, mobile application, or other manufacturer controls.
- “Participant” means an eligible Manitoba Hydro residential account holder who has applied for and/or is approved for the Program.
- “Residence” means the primary, year-round residential dwelling located in Manitoba associated with the Participant’s Manitoba Hydro account for residential electricity service.

3.0 Eligibility requirements

To participate in the Program, Participants must:

- 3.1 Be at least 18 years of age.
- 3.2 Be an active Manitoba Hydro residential account holder in good standing for the Residence.
- 3.3 Occupy the Residence as a primary, year round dwelling (seasonal properties and unoccupied residences are not eligible).
- 3.4 Own or have authority to enroll eligible Device(s) installed at the Residence.
- 3.5 Maintain a reliable internet connection to support Device communication.
- 3.6 Complete the Program enrollment process and provide accurate, complete information.
- 3.7 Review and agree to these Terms & Conditions and any applicable Program eligibility criteria.

Each of EM and MH reserves the right, in their respective sole discretion, to determine eligibility and limit the number of Program participants.

Any potential participants acknowledge and agree that even if they are eligible to participate in the Program in accordance with eligibility requirements as described herein, EM or MH may reject their participation in the Program at their sole discretion without providing any details to such decision.

4.0 Enrollment and verification

The Participants acknowledge and agree that:

- Enrollment through Program's designated process forms a binding agreement.
- EM, MH, or Agent, as the case may be, may require documentation, screenshots, photos, or other proof to verify Device eligibility, configuration, connectivity, or ongoing participation.
- EM, MH, or Agent, as the case may be, may conduct post-enrollment or post event verification or audits for up to 12 months following enrollment or incentive issuance.
- Refusal of verification, provision of inaccurate information, or failure to meet Program requirements may result in removal from the Program.
- Each of EM and MH reserves the right to deny enrolment to any applicant at their sole discretion and without disclosing specific reasons.
- No installation, electrical work, or site inspection by EM is required or provided as part of this Program.

5.0 Event operations & participation requirements

- Event communications: EM, MH, or Agent, as the case may be, may communicate information related to DR Events before, during, or after an event using one or more communication methods (e.g., email, text message, in app notifications), where implemented. The form, timing, and availability of event notifications may vary and are not guaranteed.
- Automatic adjustments: during a DR Event, enrolled Devices may automatically make a temporary adjustment to operating settings within Program parameters.
- Event duration: DR events will typically take place over a 1-4 hour event window, however there will be no imposed limit on event duration.
- Event seasons: events will take place over the course of two seasons, the Summer event season (May-September) and the Winter event season (October-April).
- Maximum number of events: the Program will not execute more than 30 events per participant per year.
- Event availability window: DR events can take place at any time during the event season.
- Override rights: participants may manually override or Opt Out of Device adjustments at any time.
- Participation expectations: excessive Opt Outs or actions that materially limit a Device's ability to participate in DR Events may result in removal from the Program.

6.0 Incentives

- Incentives, if offered, are subject to Program specific requirements and may vary by Device type and participation rate or length.
- Participation in the Program does not guarantee the Incentive. Enrollment incentives, if offered, may be available to Participants whose application is approved and whose eligible Device is successfully connected to the Program. Participation incentives, if offered, may be available to Participants who participate in the majority of Demand Response Events for which they are eligible. Where Incentive is offered, EM reserves the right to determine Incentive amounts, eligibility requirements, and distribution methods, including cheque, electronic gift card, or other methods. Additional information related to the Incentive can be found at **efficiencyMB.ca/my-home/peak-partners**.
- EM's determinations regarding eligibility, participation, and the Incentive are final and binding and are not subject to appeal.
- Participants are solely responsible for any tax liabilities associated with the Incentive.

7.0 Data collection, use, and privacy

- EM and MH, as the case may be, may invite Participants to complete surveys or provide feedback related to their experience in the Program, including but not limited to device usage, comfort levels, satisfaction, and overall Program performance. Participation in such surveys is voluntary; however, responses may be used by EM, MH and its Agent to support Program administration, evaluation, improvement, and regulatory reporting purposes.
- Participants consent to EM, MH or its Agent collecting and using Data for Program administration, verification, evaluation, reporting, surveys, and general Program improvement.
- MH manages the Distributed Energy Resource Management System (DERMS) platform used to dispatch demand response events and process Participant and Device information required for Program administration.

- Participant's Data, including collected personal information may be shared between EM and MH, and with the Agent(s) solely for purposes related to the Program and these Terms & Conditions.
- Personal information which is collected under these Terms & Conditions is subject to the provisions of Manitoba's Freedom of Information and Protection of Privacy Act (FIPPA) and Manitoba's Personal Health Information Act ("PHIA"). The purpose of this collection is to administer and operate the Program. The personal information collected may include, but not limited to, contact details such as mailing address or email address, MH's account information, device type and mode. Personal information will be used for the Program administration and evaluation purposes or any other purposes as described in these Terms & Conditions and may be disclosed to participating vendors and service providers, in particular, Virtual Peaker Inc. located in US and Ecobee, a subsidiary of Generac Holdings Inc., located in Toronto, Canada, the Public Utilities Board, Resource Innovation Canada Inc., located in Toronto, Ontario as the program evaluator, government entities, and authorized respective personnel of Efficiency Manitoba and Manitoba Hydro, in accordance with FIPPA and PHIA. If you have any questions about the collection, use, or disclosure of your personal information, please contact Efficiency Manitoba at 1-204-944-8181.
- Participants acknowledge and agree that no ownership rights in the Data vest with the Participant except for any personal information being collected in accordance with these Terms & Conditions.

8.0 Participant responsibilities

- Devices are Participant owned at all times. Either EM or MH has no right, title, or interest in any Device or Residence.
- Participants are solely responsible for the selection, purchase, installation, configuration, operation, maintenance, and removal of their Device(s).
- Participants must ensure Device(s) remain compatible, connected, and capable of responding to DR Events in order to continue participation in the Program.

9.0 Warranties and representations

The Participant represents and warrants that:

- All information provided to EM, MH, or Agent is accurate, current, and complete.
- They have authority to enroll the Device(s) at the Residence.
- Participation in the Program complies with all applicable laws, codes, bylaws, and agreements.

10.0 Disclaimer of warranties

The Program is provided "as is" and "as available." EM, MH or its respective affiliates, directors, officers, employees, agents, service providers, contractors, vendors make no representations, warranties or guarantees regarding energy savings, system performance, or uninterrupted Program availability. EM and MH do not manufacture, install, or maintain Devices and make no representations or warranties regarding their safety, performance, cybersecurity, or suitability. Participants should ensure that participation in the Program does not interfere with medical or safety-related needs, limitations or requirements.

11.0 Limitation of liability and indemnification

Except where such exclusions are prohibited by law:

- Each of MH and EM and their respective affiliates, directors, officers, employees, agents, service providers, contractors, vendors shall not be liable for any direct, indirect, incidental, or consequential damages arising from participation in the Program. Under no circumstances shall EM or MH be liable for any claims or damages related to the Device(s) and the Participants assume all risk related to the purchase, installation, operation, and maintenance of their Device(s).
- Participants agree to indemnify and hold harmless EM, MH, and their respective officers, directors, employees, and agents, service providers, contractors, vendors from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to the Participant's participation in the Program or breach of these Terms & Conditions.

12.0 Program changes and termination

- Each of EM and MH may modify, suspend, or terminate the Program or these Terms & Conditions at any time without notice.
- The most up to date Program Terms & Conditions can be referenced at the following link efficiencyMB.ca/my-home/peak-partners. It is the sole responsibility of the Participant to periodically review the Terms & Conditions.
- The Participant acknowledges and agrees that their continued participation after any modifications in these Terms & Conditions constitutes acceptance of the modified Terms & Conditions.

13.0 Withdrawal

- Participants may withdraw from the Program at any time. Upon withdrawal or removal, Participants may forfeit future Incentives, depending on Program requirements.
- Participants can withdraw from the Program via email or phone call as defined in Section 15 (Contact Information) below. Unenrollment from the Program will be confirmed in writing with the Participant once the withdrawal has been processed.

14.0 Governing law

These Terms & Conditions are governed by the laws of the Province of Manitoba and the applicable laws of Canada. The parties attorn to the exclusive jurisdiction of the Court of King's Bench of Manitoba with respect to any actions arising from these Terms & Conditions.

15.0 Contact information

For questions or concerns regarding the Program:

Efficiency Manitoba

Website: efficiencyMB.ca/my-home/peak-partners

Email: peakpartners@efficiencyMB.ca

Phone: 204-944-8181

Toll free: 1-844-944-8181

16.0 Acceptance

By enrolling in and participating in the Program, you acknowledge that you have read, understood, and agree to be bound and comply with these Terms & Conditions.