

**Terms and Conditions are Effective as of April 1, 2019 for the Instant Rebate Smart Thermostats program offered by Enbridge Gas Inc.**

This Rebate-as-a-Service platform (RaaS) is provided by Enbridge Gas Inc. (“Enbridge Gas”), and hosted / delivered by Simple Energy (“Simple Energy”), and allows you to participate in an incentive program for residential customers offered by Enbridge Gas called the Instant Rebate Smart Thermostats Program (the “Program”). Effective as of April 1, 2019, the Program gives eligible Enbridge Gas residential customers a \$75 instant rebate on the purchase of their qualified Smart Thermostat (the “Instant Rebate”).

The following terms and conditions (“Terms and Conditions”) are effective as of April 1, 2019 and apply to the Program offered by Enbridge Gas Inc., delivered by Simple Energy and the following participating local distribution companies (each, an “LDC”):

Toronto Hydro-Electric System Limited (participation in the Program effective as of October 13, 2016). LDC participation is funded by the Independent Electricity System Operator (“IESO”).

Participants who heat their home with natural gas, reside within the EGI Franchise Service Area (see <https://enbridgesmartsavings.com/> for details), have an active Enbridge Gas residential account and purchase, install and activate a qualified Smart Thermostat (as defined below) before December 31, 2019 are eligible to receive an instant rebate. **The “EGI Franchise Service Area” comprises the geographic areas served by Enbridge Gas Inc. prior to its amalgamation with Union Gas Limited on January 1, 2019. For certainty: (i) only Participant homes that are located within the EGI Franchise Service Area are eligible for the Incentive; and (ii) homes located within the geographic areas served by Union Gas Limited prior to January 1, 2019 are not eligible for the Incentive.**

“Smart Thermostat” means the:

- Ecobee 4 with Alexa (EB-STATE4c-01), Ecobee 4 with Alexa Smarter Bundle (EB-STATRSE4C-01), Ecobee 3 Lite (EB-STATE3LTc-02), Ecobee 3 Lite Smarter Bundle (EB-STATRSE3LTC-02), Ecobee Thermostat with Voice (EB-STATE5-01 and EB-STATE5C-01).
- Nest Learning Thermostat – White (T3017CA), Nest Learning Thermostat – Black (A0013), Nest Learning Thermostat – Polished Steel (T3019CA), Nest Learning Thermostat – Stainless Steel (T3007EF), Nest Thermostat E (A0063)

When you purchase, install and activate a Smart Thermostat as of April 1, 2019 and before December 31, 2019, if you have a central air conditioner and meet the eligibility requirements set out below, your LDC or the IESO may contribute a portion of your Incentive (note that your LDC bill will not be affected by this Program). For certainty, the total maximum Incentive available to you under the Program is \$75.

**By participating in the Program, you agree to and acknowledge these Terms and Conditions. Further, your participation in the Program gives Enbridge Gas, the device manufacturer and the LDCs listed above, and the IESO permission to access, use and share your information (including your Personal Information) for the purposes identified in these Terms and Conditions. “Personal Information” means your name, address, telephone number, and email address.**

Enbridge Gas may share certain information [including, but not limited to, your name, email address, service address, phone number, Enbridge Gas account number (if applicable), primary home heating fuel type, Smart Thermostat serial number, activation date, account status with the Smart Thermostat provider, whether or not you have central air conditioning with a standard thermostat (as identified by the manufacturer), the installation date of your central air conditioning, other information submitted by you in the applicable Redemption Tool, and related details] with one or more LDCs. Enbridge Gas or an LDC may share such information with the IESO. The IESO may further share such information with one or more LDCs and with Enbridge Gas. Enbridge Gas may also share such information with other utilities operating in your service area to determine if you are eligible for additional rebates from such other utilities.

Such information may be shared for purposes which include: to determine if the Incentive you receive is eligible for contribution from the IESO or any LDCs, evaluate the comprehensive energy impact of the Smart Thermostat, to develop new programs and services, and to evaluate the Program.

Such shared information may be subject to disclosure in accordance with the *Freedom of Information and Protection of Privacy Act* (Ontario) and/or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

### **Eligibility Requirements – Enbridge Gas (the “Enbridge Gas Eligibility Requirements”)**

The Incentive is available to participants who meet the following eligibility requirements: (1) you must have an active Enbridge Gas account as validated via the RaaS platform, (2) your Smart Thermostat must control your primary heating source of natural gas (3) the residence that is linked to your Smart Thermostat must be located within the EGI Franchise Service Area; (4) your residence must be a single family home (detached, semi-detached, and row townhouse homes only); (5) you must have a Wi-Fi connection at your residence sufficient to communicate that your Smart Thermostat has been successfully installed by the manufacturer; and (5) you must install and activate your device with the manufacturer no later than 30 days following the purchase of the eligible Smart Thermostat. *Participants who reside in multi-unit residential buildings, condominiums and/or stacked townhomes are not eligible for the Incentive. Only one device per residence with a one-time serial number registration permitted.*

Participation in the Program is limited to one offer per household. The offer ends on December 31, 2019. Program is subject to change without notice at any time.

### **Eligibility Requirements – LDC and IESO**

The IESO or participating LDCs may contribute as set out above if you meet the following eligibility requirements: (1) you must meet all of the Enbridge Gas Eligibility Requirements stated above; (2) you must be a residential customer of an LDC; and (3) you must reside in a home which has central air conditioning with a standard thermostat, and your thermostat must control your central air conditioning.

### **Email Consent - CASL**

Pursuant to Canada’s anti-spam legislation (“**CASL**”), Enbridge, on behalf of the IESO and your LDC, is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) for Enbridge, the IESO and your LDC to contact you at the electronic address provided by you as part of the information collected on the Redemption Tool. By participating in the Program, you consent to the IESO and your LDC communicating with you by

email in connection with future conservation programs, customer satisfaction surveys and other related purposes.

## **General**

**Terms and Conditions take effect as of April 1, 2019. The Incentive has no cash value. Offer available to residential Enbridge Gas customers who reside within the EGI Franchise Service Area.**

The Incentive will be paid in the form of an Instant Rebate at the Point of Sale (“POS”) either on-line via nest.com or ecobee.com, or in-store at participating retailers.

By completing this transaction to receive your Instant Rebate, you confirm that you have read, understood and agree to these Terms and Conditions, and that you meet all eligibility requirements.

Enbridge Gas and (if applicable) the IESO and participating LDCs reserve the right to contact you and seek further information to verify your eligibility for the Incentive. You agree to participate in any follow-up surveys, studies, audits, evaluations or verifications conducted by Enbridge Gas, the participating LDCs, the IESO and their respective service providers and agents in connection with the Program, including for the purposes of the proper administration, monitoring and verification or evaluation of the Program and will provide to them reasonable access to your records and facilities for such purpose. You agree that Enbridge Gas, the participating LDCs, and the IESO may contact you for marketing purposes in connection with energy-efficiency programs.

Upon direction from the IESO, you agree to take all actions necessary to effect the transfer and assignment to, or holding in trust for, the IESO of rights, title, and interest in environmental attributes and certify, obtain, qualify and register with relevant authorities the environment attributes that the IESO is entitled to own and that you will be entitled to reimbursement of the cost of complying with such a direction subject to the LDC’s prior reasonable approval of such cost. Contact your LDC for further details.

## **Amendment**

**Enbridge Gas may change, modify, add or remove portions of these Terms and Conditions or terminate the Program at any time. Enbridge Gas will notify you of any changes to these Terms and Conditions by posting notice of such changes on <https://enbridgesmartsavings.com/terms-and-conditions>**

These Terms and Conditions may be amended at any time and without notice in order to identify changes to the participating LDCs and/or smart thermostat manufacturers that become involved in the delivery or funding of the Program.

## **Limitation of Liability and Indemnity**

You are solely responsible for determining and ensuring that the Smart Thermostat is suitable for your residence before installation.

You warrant and represent that you have the full, unfettered authority to participate in the Program and will successfully install and activate the Smart Thermostat at your residence.

You acknowledge that none of Enbridge Gas, the participating LDCs or the IESO make any representation or warranty whatsoever, whether express or implied, as to any part of the Smart Thermostat, its design, quality, capability, reliability, operation, performance, safety, fitness for your purposes, or as to any material, equipment or workmanship relating to part of the Smart Thermostat, its installation, operation or warranties.

You assume all risk, responsibility and liability for any damages, injury and/or costs that may result from the installation, operation, use and/or removal of any part of the Smart Thermostat.

**You hereby release, indemnify and save harmless Enbridge Gas, the participating LDCs, the IESO, and their respective agents and employees from any liability, claim, demand, cause of action, damage or expense arising from or relating to your participation in the Program and from your installation, operation, use and/or removal of the Smart Thermostat, whether or not in accordance with the manufacturer's instructions or otherwise.**

### **Personal Information**

Elements of the Program are offered in partnership with participating LDCs and the IESO.

Enbridge Gas, the IESO, and the participating LDCs are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access EGD's privacy policy at: <https://www.enbridgegas.com/Privacy-policy>, the LDC's privacy policy at <http://www.torontohydro.com/sites/electricsystem/pages/privacypolicy.aspx> and the IESO's privacy policy at <http://ieso.ca/privacy> Personal information provided to the LDC and the IESO is collected under the authority of the Ontario Energy Board's Ministerial Directive dated March 31, 2014 (as amended) and will be used to determine your eligibility to participate in this Program.

Questions about the LDC and IESO portion of this program should be directed to:

#### **Independent Electricity System Operator**

120 Adelaide Street West  
Suite 1600  
Toronto, ON M5H 1T1  
Toll Free: 1-877-797-9473  
Email: [saveonenergy@ieso.ca](mailto:saveonenergy@ieso.ca)  
Website: [www.ieso.ca](http://www.ieso.ca)

#### **Toronto Hydro-Electric System Limited**

Chief Privacy Officer  
14 Carlton Street  
Toronto, ON, M5B 1K5  
416-542-8000