

Peak Saver Program Terms and Conditions

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

- The Program:** The Program offers rewards to BC Hydro customers who voluntarily apply for the Program and are selected by BC Hydro as Participants. Participants that reduce their energy consumption by the Reduction Threshold (as defined below) during specified high energy demand response peak events (“**Events**”), each as further specified in and subject to these Terms and Conditions, will receive rewards.
- Eligibility:** Participants must have a MyHydro profile with their BC Hydro residential account linked to it, with working smart meters. Customers with net-metered accounts are not eligible.
- Events:** “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**” and collectively with each Winter Program Period, “**Program Periods**”). Subject to these Terms and Conditions, all Participants will be eligible to participate in and receive notice of Events occurring during each Winter Program Period. However, only those Participants with BC Hydro accounts associated with certain regions, as determined by BC Hydro in its sole discretion, will be eligible to participate in and receive notice of Events occurring during a Summer Program Period. The number and timing of the Events during each Program Period will be determined by BC Hydro in its sole discretion. The duration of each Event will vary, from a minimum of one (1) hour to a maximum of four (4) hours, unless otherwise determined by BC Hydro in its sole discretion. Participants that reduce their energy consumption by the indicated Reduction Threshold during the Event will receive a monetary reward as further specified in section 6 of these Terms and Conditions.
- Event Email and SMS Text Notifications:** Participants will receive Event notifications by email. Participants may opt-in to receive SMS text message Event notifications by signing up via their MyHydro account. Participants will receive email and, if applicable, SMS text message notification of upcoming Events one day (24 hours) in advance. A reminder email will be sent about 1-hour before the start of each Event. An Event reminder SMS text message, if applicable, will be sent about 5-minutes prior to the start of each Event and after the Event has ended. The results of each Event will be communicated via email a minimum of 48 hours after the Event has ended. Participants will provide BC Hydro with any changes to their email address and, if applicable, cell phone information to receive Event notifications. BC Hydro shall not be responsible for a Participant’s failure to receive any Event notification for any reason, including but not limited to, notifications sent to an improper email address or cell phone number, internet disturbance and transmission failure. Carrier charges for SMS text messages may apply.

5. **Reward Eligibility:** Participants will be eligible for a reward of \$3 for each Event occurring during a Program Period in which they are entitled to participate (the “**Reward**”) and which they successfully reduce their energy consumption by at least 20% (the “**Reduction Threshold**”), provided that BC Hydro in its sole discretion may change the Reward or the Reduction Threshold. To determine whether a Participant satisfies the Reduction Threshold and accordingly qualifies for the Reward, BC Hydro will compare the Participant’s energy consumption during an Event with that Participant’s average energy consumption based on their three (3) highest consuming days out of the five (5) days preceding the Event, excluding weekends, holidays and prior Event days. If BC Hydro is unable to determine the results of an Event, the results will display in Pending status until the results are available. If at the end of a Program Period, Events continue to remain in Pending status, BC Hydro will provide the Reward in accordance with these Terms and Conditions. There are no penalties for not participating in an Event, or for failing to satisfy the Reduction Threshold for any Events.
6. **Reward:** Following each Program Period in which a Participant is entitled to participate, the Reward associated with that Program Period will be aggregated and applied to the Participant's BC Hydro bill as an offset against the amount owed by the Participant to BC Hydro, provided that if a Participant’s BC Hydro account is closed, moved or unlinked from MyHydro before the end of that Program Period, or the Participant withdraws from the Program, the Participant will receive the aggregated Reward amount as an offset against their next BC Hydro bill. For clarity, the offset referred to herein does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the Participant for energy provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for issuing the Reward. Rewards are non-transferable, non-exchangeable, and non-refundable.
7. **Exclusions from the Program:** BC Hydro, at its sole discretion, has the right to exclude the Participant from the Program, or disentitle the Participant to any Reward, without notice and for any reason. If the Participant no longer wishes to participate in the Program, the Participant may withdraw their participation online via their MyHydro account.
8. **Liability:** Participants accept any and all liability associated with the actions taken to attempt to achieve energy reductions. BC Hydro is not liable for any damages arising from or associated with Participants’ participation in this Program, including but not limited to Participants’ energy reduction actions, shifting of energy usage or the level of energy reductions achieved. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the BC Hydro, its affiliates or any of their respective officers, directors, employees, agents, contractors or representatives (collectively, the “**Released Parties**”) for any and all loss or damage arising from the Participant’s participation in the Program, including for any reward miscalculations or missed rewards, any failure in receiving any Event notifications or any cellphone or other charges incurred as a result of participation in the Program. By participating in the Program, the Participant agrees to indemnify and save harmless the Released Parties from and against any demand, claim for loss, cause of action, cost, expense, damage, fine, action, suit or proceeding arising from or in connection with, whether directly or indirectly, the Participant’s participation in the Program or breach of these Terms and Conditions. This section will survive the termination of the Participant’s participation in the Program, or completion or cancellation of the Program.

9. **Access and Use of Personal Information:** Participants consent and agree that BC Hydro and their contractors and authorized agents may access the Participants' personal information including, but not limited to, name, address, cell phone number, email address and energy consumption for the purposes of administering the Program and any other disclosure or reporting that may be required by law. Participants 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.

This information is being collected under the authority of Section 26(c) of the Freedom of Information and Protection of Privacy Act for BC. If the Participant has any questions about how BC Hydro handles or uses personal information, they may contact a Customer Service representative at 604-224-9376 or 1-800-224-9376.

10. **General:** These Terms and Conditions along with the Participant's Program registration constitute the entire Agreement between BC Hydro and the Participant. BC Hydro's decisions relating to the Program shall 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 any Program Period and these Terms and Conditions) at any time, without notice or obligation for any reason. BC Hydro reserves the right to unilaterally and without notice remove any Participant from the Program for any reason, including level of participation. 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. This Agreement shall be interpreted and governed by the laws of British Columbia. All titles and headings are inserted for convenience of reference only and shall not be referred to in interpreting this Agreement. Time is of the essence of this Agreement. If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, such provisions shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.