

## 1. OVERVIEW

- a. The Online Rebates Program (the "Program") administered by Energy Efficiency Alberta ("EEA") is designed to stimulate investment in energy-efficient smart thermostats, refrigerators, clothes washers and Furnaces with Electrically Commutated Motor (ECM) ("Product(s)") that will reduce natural gas and electrical usage and associated operating costs. The Program is targeted to the residential market within the province of Alberta.
- b. The Program will commence April 28, 2017 for smart thermostats, refrigerators and clothes washers. The eligible Product(s) must be purchased on or before November 7, 2019.
- c. Rebates will be offered on furnaces with ECM purchased on or after January 15, 2018 and on or before November 7, 2019.
- d. The Program offers a rebate of \$75 up to \$100 if the Product(s) is purchased prior to June 1, 2018. The program will offer a rebate of \$75 for each eligible Product if purchased on or after June 1, 2018 and on or before November 7, 2019.
- e. All rebate applications must include purchase receipts dated on or before November 7, 2019 and must be submitted to the Program on or before December 24, 2019.
- f. The Program is available online using the submission form on the EEA website. Should the Applicant not have internet access to apply for the rebate, the Applicant can contact a customer representative at 1 (844) 357-5604 to help with application form completion.
- g. EEA reserves the right to audit incentives paid through the Program including the right of an EEA representative to inspect, before and/or after installation, a household that was the subject of an application to confirm the indicated Product was installed. EEA or an authorized third party may also contact Applicants to conduct survey(s) regarding the Program or to follow-up with the Applicant with respect to the Program and/or the Product(s) installed.

## 2. ELIGIBILITY CRITERIA

- a. The Applicant must be 18 years of age or older.
- b. The rebates are only for residential customers.
- c. The Applicant must submit all the necessary documents requested on the application form to be eligible to participate in the Program. Refusal to submit required documentation will result in the Applicant's disqualification from the Program.

- d. The Product(s) must be purchased on or before November 7, 2019. Product(s) can be purchased online from an address that is outside of Alberta; however, the shipping and delivery location must be within the province of Alberta.
- e. Only an eligible Product(s) under the Program qualify for the Program rebate (see section 4.0).
- f. It is the responsibility of the Applicant to ensure they purchase an eligible Product on or before November 7, 2019 and to complete the online submission form on or prior to December 24, 2019 in order to receive the rebate.
- g. A limit of 2 eligible refrigerators, a limit of 2 eligible clothes washers, a limit of 2 eligible smart thermostats and a limit of 2 eligible furnaces with ECM can be qualified for rebate under the Program, per household, for the life of the Program.
- h. Applicants who receive a rebate through the Program agree not to apply for or receive any rebate or incentive through this program or any other provincial energy efficiency incentive program in relation to the same Product(s).
- i. Multi-unit residential buildings such as condominiums, apartment buildings or other multi-unit residential buildings will have to adhere to the following criteria if they wish to apply.
  - i. Applicants who own a multi-unit residential building that has more than 5 units will have to provide proof of ownership of the building and that the units are in fact residential units.
  - ii. A maximum of two thermostats per unit will be rebated. Rebates will not be provided for thermostats installed in common areas.
  - iii. The applicant must provide photo evidence of 5 thermostats installed in different units and a letter of sign-off from an authorized signing authority to verify that they have complied with the above.
- j. Provincially or Federally owned buildings and residences are ineligible.

### 3. PROGRAM PROCESS

- a. Program process is as follows:
- b. Applicant must visit the EEA website for information about Product categories and specific Product(s) that qualify for the Program.
- c. From the EEA website, the applicant must complete and submit the online rebate submission form.
- d. EEA processes the application.

- i. If all documents are in order and the Applicant has met all the Program requirements, EEA notifies the Applicant of the rebate status and issues a rebate cheque to the Applicant by mail. Rebate cheques must be cashed by March 31, 2020.
- ii. If the documents are not in order, EEA notifies the Applicant of the rebate status, and the application is either adjusted or cancelled.
- iii. If the application is invalid or can otherwise not be processed, EEA will advise the Applicant.

#### 4. ELIGIBLE PRODUCT(S)

- a. Smart thermostats must be for electric or gas heating. The eligible smart thermostats must have either the remote sensor or the geo-fencing features.
  - b. Refrigerators must be on the list of eligible full-sized residential refrigerators on EEA's website.
  - c. Clothes washers must be on the list of eligible residential clothes washers on EEA's website.
  - d. Only furnaces equipped with an ECM are eligible for rebate.
  - e. Furnaces with ECM must be electric or gas heating.
  - f. Customers can apply for the furnace with ECM rebates or contractors and home builders can complete the application process on behalf of their customers however this is not a program requirement. Rebates will however only be mailed direct to customers.
  - g. Rebates are for new furnaces or furnace replacements only and not for retrofit of an existing furnace.
  - h. If missing or outstanding information to complete the application is not submitted within five (5) business days of receiving notice of missing information from the Program, the pending application will be considered to have expired and will not be approved.
  - i. Eligible Product(s) list is updated on a monthly basis, mid-month. Should a Product be removed from the list of eligible Product(s), the Program will honour rebates on the removed Product for 6 months from the Product removal date.
5. INCENTIVES (for eligible Product purchases made after April 28, 2017 and before June 1, 2018)
- a. Smart Thermostat Rebates:
    - i. \$100 for each eligible electric or gas heating smart thermostat.
  - b. CEE Tier 3 Refrigerator Rebates:
    - i. \$100 for each eligible CEE Tier 3 refrigerator.

- c. CEE Tier 2 Refrigerator Rebates:
    - i. \$75 for each eligible CEE Tier 2 refrigerator.
  - d. Residential Clothes Washer Rebates:
    - i. \$100 for each eligible clothes washer.
  - e. Furnaces with ECM
    - i. \$75 for each eligible furnace with ECM.
6. INCENTIVES (for eligible Product purchases made on or after June 1, 2018 and before or on November 7, 2019)
- a. Smart Thermostat Rebates:
    - i. \$75 for each eligible electric or gas heating smart thermostat with either motion sensor or geo-fencing features. If the purchase price is lower than the rebate, the rebate will not exceed the purchase price.
  - b. Refrigerator Rebates:
    - i. \$75 for each eligible full-sized residential refrigerator listed on EEA's website.
  - c. Clothes Washer Rebates:
    - i. \$75 for each eligible residential clothes washer listed on EEA's website.
  - d. Furnaces with ECM
    - i. \$75 for each eligible furnace with ECM.
7. ADDITIONAL TERMS AND CONDITIONS
- a. EEA reserves the right to amend, modify, or terminate the Program at any time with or without notice, and is not obligated to make any payments whatsoever.
  - b. EEA, in its sole discretion, reserves the right to limit the number of incentives, and/or the amount of an incentive, payable to any one Applicant or in respect of any one Product.
  - c. If EEA amends or modifies the Program after an application is received and approved by EEA, the Applicant cannot submit an application for the same Product under the amended or modified Program.
  - d. It is the Applicant's responsibility to contact EEA Customer Service to notify of the return of an eligible Product purchase used to receive an incentive as part of the Program. Returns of an eligible Product(s) will be monitored and Applicants that do not declare their refunds may be disqualified from participating in further incentive programs.

- e. Applicant acknowledges their Product(s) may use less natural gas and electricity and produce fewer emissions. Applicant agrees to permit EEA to view the utility bill(s) for the household containing the eligible Product(s) to monitor and publicly report on changes in energy consumption as a result of the eligible Product(s). All information regarding energy consumption used in promotional material will be aggregated with other Product(s) in the Program.
  - f. Applicant agrees to transfer ownership of credit for greenhouse gas reduction associated with Product upgrades to EEA.
  - g. As a condition of the payment of any incentive by EEA under these Terms and Conditions, the Applicant agrees to convey ownership to EEA, or its successors, all environmental attributes and environmental products that are created or otherwise arise from the project that is the subject of the application in any jurisdiction, including but not limited to carbon offset credits. EEA retains the right to adjust program guidelines in accordance to amendments to the Government of Alberta's legislation, policies, or protocols surrounding greenhouse gas emissions, carbon accounting or the carbon offset system. The Applicant further attests that said attributes have not been claimed, sold or otherwise transferred to another party.
  - h. In addition to these terms and conditions, the Program, and any incentive payments made under the Program, are subject to terms and conditions contained in the application form and related documents. In the event of a conflict, the terms and conditions stated herein will prevail.
8. REPRESENTATIONATIONS AND WARRANTIES
- a. Applicant represents and warrants that they comply, and will continue to comply, with the Program eligibility criteria contained herein.
  - b. Applicant represents and warrants that all information provided in relation to the Program is complete, true, and correct. Applicant agrees they will notify EEA in the event there is a material change in their application or information attached thereto.
9. DEFAULT
- a. In the event the Applicant fails to adhere to the terms and conditions contained herein, EEA reserves the right to void the application documents and EEA will be released from any and all obligations under the Program. In the event the Applicant fails to adhere to these terms and conditions, is or becomes ineligible for any reason to receive an incentive paid to it, or receives an incentive in error, EEA reserves the right to collect any incentive paid as a debt owed to EEA.

## 10. LIABILITY

- a. EEA will have no ownership interest in the Product(s).
- b. EEA, not being the designer or manufacturer of the Product(s), makes no representation or warranty, express or implied, as to the fitness, design, or capability of the material, Product, or workmanship in the Product, nor any warranty that the Product will satisfy the requirements of any law, specification, or contract.
- c. EEA does not guarantee energy savings, of any amount(s), by participation with the purchase and use of the eligible Product(s) as part of the Program. Energy saving potentials are based on Applicant behaviours, which are not monitored or regulated by the EEA, or its affiliates, and thus, outcomes of these behaviours cannot be guaranteed.
- d. Applicant will be solely responsible for and shall indemnify and save harmless EEA and its subsidiaries and its respective employees, directors, agents, contractors, subcontractors, and representatives from all claims, demands, causes of action, suits, judgments and penalties whatsoever and wheresoever arising out of or in relation to the Program including, without limitation, those made or sustained in respect of property damage, personal injury (including death), infringement of copyright or trademark, builders, or other liens.
- e. EEA does not endorse any particular manufacturer, Product, system, design, supplier, or installer in relation to the Program.
- f. Tax implication
- g. EEA will not be responsible for any tax liability imposed on the Applicant as a result of payments of the incentive.

## 11. DOCUMENTATION

- a. EEA is not responsible for lost, delayed, damaged, illegible, or incomplete applications.
- b. The following documents must be submitted to EEA for eligibility:
  - i. Completed rebate application form.
  - ii. Sales receipt that shows the invoice number, eligible Product model number, and date of purchase.

## 12. CONTACT INFORMATION

- c. EEA Call Centre: 1 (844) 357-5604
- d. Email: [hello@efficiencyalberta.ca](mailto:hello@efficiencyalberta.ca)