

## Terms and Conditions

The Regional Utility Instant Coupon Program (“Program”) is sponsored by Puget Sound Energy, Seattle City Light, Snohomish County PUD, and the Northwest Energy Efficiency Alliance (“Funders”). The Program provides incentives for the installation of energy-saving products or services. These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Program. By signing below, the customer named in the Program Application (“Customer”) is agreeing to comply with and be bound by these terms.

**Program Administrators:** The Program is sponsored by the Funders, and administered by C+C, Inc., and Resource Innovations (“Program Administrators”). The Funders have authorized the Program Administrators to conduct such activities, including, but not limited to, review, processing, and approval of coupons and Customer applications and agreements; project information requests from customer; and measurement and verification activities.

**Program Funding:** Program funds are limited, and incentives are subject to funding availability. Coupon claims are accepted on a first-come, first-served basis until the conclusion of the Program term (including extensions, if any), or until Program funds are no longer available, whichever occurs first. Incentives are subject to tariff/utility approval and may change with 30 days of notice. The Funders reserve the right to change or cancel the Program or its terms and conditions at any time.

**Eligibility:** This Program is available to customers purchasing qualifying electric hybrid water heaters (also known as hybrid water heaters and heat pump water heaters) in Washington State. Coupons will be issued to the phone number of the qualifying applicant. Equipment must meet the eligibility requirements specified by the utility.

**Program Participation Steps:** To receive an instant coupon offered by the Program, Customer must submit a completed Application electronically in compliance with the Program participation steps outlined in the Instructions section of the Application. Coupons can be redeemed in-store or online per retailer’s specifications. Coupons must be redeemed by the date listed on the coupon. Customers are only eligible to receive one coupon per household.

**Customer Information:** Customer authorizes and acknowledges that the Program Administrators may disseminate, release, and disclose Customer’s information relating to a Program application (including the entirety of its contents), and the Funder listed on the application (if applicable) only to verify service implementation, operation and results, to issue coupon to Customer, to monitor compliance with Program Terms and Conditions; or as required to comply with local, state and/or federal laws, regulations and orders. In all cases, the Program Administrators and its Funders shall comply with all legal requirements and Funder privacy policies applicable to the individual whose Customer data would be disclosed in determining if, how and when to make such disclosure. If you are a Puget Sound Energy customer, please visit <https://www.pse.com/en/pages/privacy> for more information about PSE’s privacy policy.

**Project Installations:** Neither Program Administrators nor Funders are responsible for the proper installation or performance of the energy efficiency services or measures implemented and are not responsible for any claims the Customer might have against the manufacturer, the retailer, or the installer with regard to the energy efficiency services or measures implemented. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a third-party service provider or Trade Ally to complete the installation of and implementation of any equipment or measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with that contractor or retailer.

**Fraud:** Any person who knowingly submits an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the Funders. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

**No Warranties:** Funders and Program Administrators do not make any, and both Funders and Program Administrators expressly disclaim, all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. FUNDERS AND PROGRAM ADMINISTRATORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Indemnification:** Customer shall defend, protect, indemnify and hold harmless Funders, Program Administrators and their respective directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or related in any way to, directly or indirectly, Customer's participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party member against Claims adjudicated to have been caused by their sole negligence or willful misconduct.

**Limitation of Liability:** To the fullest extent allowed by law, Funders and Program Administrators' total liability, regardless of the number of claims, is limited to the amount of the incentive coupon amount approved in accordance with Program requirements, and

Funders, Program Administrators and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, Funders, Program Administrators, and their respective directors, officers, employees and/or agents shall not be liable for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind arising from or relating to the Program or these Terms and Conditions.

**Compliance with Law:** Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the Program, including without limitation, the installation and maintenance of eligible equipment. Customer shall, at its own expense, obtain and maintain licenses and permits needed to install eligible equipment. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations.

**Entire Agreement:** The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms and conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral.

For more information about PSE's privacy policy, please visit <https://www.pse.com/en/pages/privacy>