

## Hawaii Energy Kit Offer - Terms and Conditions

*Last updated on 11/21/16*

### 1) Eligibility:

Hawaii Energy's energy-saving kits offer is open to residential account holders of an electric utility on the islands of Hawaii, Lanai, Maui, Molokai or Oahu who contribute into the Public Benefit Fund where the electricity-saving energy efficiency measure will be installed. By applying for this offer, each entrant ("**Entrant**") warrants that he/she meets the above eligibility requirements and agrees to these Terms and Conditions. Hawaii Energy ("**Hawaii Energy**" or "**the Program**") is the ratepayer-funded energy conservation and efficiency program administered by Leidos Engineering, LLC under contract with the Hawaii Public Utilities Commission serving Hawaii, Honolulu and Maui counties.

### 2) To Enter:

The offer begins on **11/22/2016 at 8:00:00 a.m. Hawaii Standard Time ("HST") and ends on 12/31/2016 at 11:59:59 p.m. HST or while supplies or funds last, per Hawaii Energy's sole discretion.** In order to be eligible to receive the "Energy Saving Kit" the Entrant must complete a checkout form on the specified website, which includes the provision of Entrant's name, address, zip code, e-mail address, **number of people living in the household, type of water heating** and other information requested by Hawaii Energy. TechniArt, Inc. ("**Fulfillment Contractor**") is the third-party company that is responsible for the online ordering website, as well as fulfilling and shipping the kit orders.

### 3) Offer Information:

**Limit one kit detailed below per eligible residential electric account (i.e., ratepayer).** All checkout forms must be complete to receive the kit.

Orders will only be shipped to addresses in eligible territory (i.e., address in Hawaii, Honolulu or Maui county). Orders received from any person or e-mail address in excess of the stated limitation will be void.

**“Energy Saving Kit” – All ratepayers in Hawaii, Honolulu and Maui counties are eligible to receive a kit, which includes:**

- Four (2) A19 LED bulbs (60-watt equivalents)
- One (1) advanced power strip with seven (7) outlets

Retail value: \$58, inclusive of shipping

Hawaii Energy agrees to pay for all shipping costs for the kits. All other costs and expenses associated with the kit not included in the Terms & Conditions as being provided will be the sole responsibility of the Entrant (including, but not limited to federal, state and local taxes, if any).

Hawaii Energy reserves the right to substitute a product (or portion thereof) with one of comparable or greater value, at its sole discretion. No substitutions will be allowed by Entrants. Refunds or replacements will only be given for damaged or non-functioning products and such refunds or replacements will be provided by the Fulfillment Vendor by contacting .

**4) Kit Fulfillment:**

Fulfillment Contractor is responsible for collecting payment and shipping the kits to Entrants of this offer at the conclusion of the offer period. If Entrant does not complete the checkout form in its entirety, then the Entrant will be disqualified and ineligible to receive the kits. It is estimated that all orders will be processed and shipped 4 to 6 weeks after Entrant’s complete information.

**5) Program Availability:**

Kits are available on a first-come, first-served basis subject to the availability of funds and supplies. Offer availability, Program terms and equipment eligibility may change without notice at the sole discretion of Hawaii Energy.

**6) Disclaimers:**

- a) The Program is not responsible for any tax liability imposed on the Entrant as a result of participation in the offer.

- b) The Program does not expressly or implicitly warrant the performance of installed equipment or that the equipment will result in any energy or cost savings.
- c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this offer.
- d) The Program does not endorse any particular market provider, manufacturer, product, labor or system design by offering this offer.

**7) Indemnification and Limits of Liability:**

- a) Entrant agrees to indemnify, defend and hold harmless Hawaii Energy, the State of Hawaii and Leidos Engineering, LLC and each of its respective directors, officers, employees, contractors and agents (collectively, "Parties") from and against all liability, claims, losses, damages, deaths or injuries of any kind or legal suits arising out of or related to my participation in this offer and/or the use or maintenance of related equipment and/or parts, designs, practices or methods, unless the claims or suits are caused solely by the action or inaction of the Parties.

In no event shall the Parties be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, property damage or injuries of any kind, emotional distress, lost profits, lost business opportunities, loss of use, equipment downtime, and loss of or corruption to data) arising out of or relating to my participation in this offer and/or the use or maintenance of related equipment and/or parts, designs, practices or methods, from now until the end of time, regardless of the legal theory under which such damages are sought.

- b) Entrant also agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the offer shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with applying for the offer, but in no event attorneys' fees or expenses.
- c) Attempt by an individual, whether or not an Entrant, to deliberately damage, destroy, tamper with or vandalize the website, or interfere with the legitimate operation of the offer, is a violation of criminal and civil laws and should such an

attempt be made, Hawaii Energy and/or Fulfillment Contractor reserves the right to seek damages and to diligently pursue all remedies (including attorney's fees and expenses) against any such individual to the fullest extent permitted by law and to ban or disqualify any Entrants in any capacity from this and future offers.

**8) As-Is:**

All kits and the parts thereof are provided "as is" without warranty of any kind, either express or implied, to the Entrant, end-users or third-parties of any kind including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. Entrant acknowledges and agrees that any warranties provided by manufacturer(s) for the kits and the parts thereof are not to be considered warranties of Hawaii Energy and Hawaii Energy makes no representation, guarantees or warranties as to the applicability or enforceability of any such third-party warranties.

**9) Installation Verification and Data Collection:**

- a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation up to five (5) years after Entrant's receipt of kits.
- b) Entrant must provide reasonable access to the facility, the equipment and related documentation and data, if applicable.
- c) The Program may install metering devices on equipment for Program data collection, measurement and verification purposes.

**10) Compliance:**

The Entrant is responsible for abiding to all applicable laws, rules, and regulations and for complying with all federal, state and local codes. Program participants receiving \$600 or more in combined rebates will be issued an IRS Form 1099 unless exemptions apply. Social Security numbers may be requested at a later date and are held in confidence under terms of the Privacy Act.