

Terms and Conditions are effective as of January 28, 2025 for the Home Renovation Savings Program - Smart Thermostats Instant Rebate Program Stream offered by Enbridge Gas Inc. and the Independent Electricity System Operator.

This Rebate-as-a-Service platform (the **"Platform"**), which is provided by Enbridge Gas Inc. (**"Enbridge"**) and the Independent Electricity System Operator (**"IESO"**, and together with Enbridge, the **"Program Administrators"**) and hosted / delivered by one or more third-party service provider(s) subcontracted by either or both of the Program Administrators (the **"Program Delivery Agent"**), allows eligible residential customers to participate in the Instant Rebate Smart Thermostat Program Stream (the **"Program Stream"**), which is offered by the Program Administrators under the Home Renovation Savings Program (the **"Program"**).

Under the Program Stream, subject to satisfying the Home Renovation Savings Program – Smart Thermostat Eligibility Requirements (as defined below), Enbridge residential customers and residential electricity customers connected to the IESO-controlled grid through an Ontario local electricity utility or distribution company, excluding Cornwall Electric, whose customers are not connected to the IESO-controlled grid (each, an **"LDC"**) may be eligible to receive an incentive in the form of an instant rebate (the **"Instant Rebate"**) of \$100 on the purchase of a qualified Smart Thermostat (as defined below).¹

"Smart Thermostat" means any of the products listed on the Platform at homerenovationsavings.ca/without-assessment/smart-thermostat (as may be amended by Program Administrators from time to time).

The Program Stream terms and conditions (**"Terms and Conditions"**) set out herein are effective as of January 28, 2025.

By participating in the Program Stream, you acknowledge and agree to these Terms and Conditions.

Eligibility Requirements

The Instant Rebate is available to participants who meet the following eligibility requirements (the **"Home Renovation Savings Program – Smart Thermostat Eligibility Requirements"**): (1) you must have an active Enbridge account or be a residential electricity customer connected to the IESO-controlled grid through an LDC (excluding Cornwall Electric, whose customers are not connected to the IESO-controlled grid), as validated via the Platform; (2) you must purchase, install and activate a qualified Smart Thermostat between January 28, 2025, and December 31, 2026; (3) your Smart Thermostat must control your primary heating source or cooling source, which (in the case of a heating source) must be a furnace or boiler fuelled by Enbridge-supplied natural gas or electricity supplied by the the IESO-controlled grid through an LDC, or a hybrid of natural gas and electricity; (4) the residence that is linked to your Smart Thermostat must be located within the Enbridge Franchise Service Area or connected to the IESO-controlled grid through an LDC; (5) your residence must be a single family home (detached, semi-detached, townhouse, and mobile homes on a permanent foundation only); and (6) you must have a Wi-Fi connection at your residence sufficient to communicate to the manufacturer that your Smart Thermostat has been successfully installed. *Only one Smart Thermostat per residence permitted. Participants who reside in multi-unit residential buildings, condominiums are **not** eligible for the Instant Rebate. For clarity, homes primarily heated by natural gas fireplaces are **not** eligible as a primary heating source for the purposes of receiving an Instant Rebate unless the home is also electrically-cooled and connected to the IESO-controlled grid through an LDC.*

Participation in the Program Stream is limited to one Instant Rebate per household. The Instant Rebate cannot be combined with any rebate offered by the Program Administrators or under the Program, including in connection with the Program's Post-Purchase Smart Thermostats Program Stream. This offer ends on December 31, 2026. The

¹ Any residential customer who receives a free energy saving kit through the IESO's Save on Energy – Energy Affordability Program (**"EAP"**) may be eligible to receive an Instant Rebate of \$125 on the purchase of their qualified Smart Thermostat under the Program Stream. Eligibility under the EAP is determined by IESO in its sole discretion. For clarity, Enbridge is not responsible for determining eligibility under EAP or for providing any incentives under the EAP.

Program Stream is subject to change at any time.

Privacy

Enbridge and the IESO are committed to protecting the personal information in its custody or control in accordance with their respective privacy statement/policy and applicable privacy laws. You may access Enbridge's privacy policy at: <https://www.enbridgegas.com/Privacy-Statement>, and the IESO's privacy policy at <https://ieso.ca/privacy>.

"Personal Information" means information that may directly or indirectly identify you, and includes your name, address, telephone number, email address, smart thermostat serial number, and Enbridge Gas account number. Personal information under the Program is collected, used, disclosed and otherwise handled by the IESO pursuant to its authority under the *Ontario Energy Board Act, 1998* and section 6 of the *Electricity Act, 1998*. The IESO complies with the privacy and protection requirements specified in Ontario's *Freedom of Information and Protection of Privacy Act*, as further described in its Privacy Policy.

By participating in the Program Stream, you consent to the collection, use and disclosure of your information (including Personal Information) by the Program Administrators and any of their service providers (including the Program Delivery Agent and the service provider running the Program Call Centre) delivering the Program or Program Stream on behalf of the Program Administrators, for the purposes of offering and administering the Program (including the Program Stream), including: (a) administering your participation in the Program, which includes communicating with you and designing, promoting, and operating the Program; (b) determining your eligibility for participating in the Program or receiving an Instant Rebate under the Program Stream; (c) reporting on the Program (including to third parties); (d) sending follow-up surveys and conducting studies, audits, evaluations or other verifications related to the Program; (e) developing, delivering and administering other energy conservation and demand-side management programs or offers in Ontario (either independently, jointly or with other local utility and distribution companies); (f) the IESO sharing your information with and receiving information from your LDC, as required for the purpose of administering and assessing the Program (which includes marketing and outreach activities) and/or other IESO Save on Energy programs; (g) as may be required by the Minister of Energy and Electrification, Ontario Energy Board, Ontario Commissioner of the Environment, Natural Resources Canada, or the Government of Ontario (and their respective successor entities); and (h) for such other purposes lawfully permitted by applicable privacy laws.

Without limiting the foregoing, you acknowledge and agree that your information may be shared between the Program Administrators, their respective service providers (including the Program Delivery Agent and the service provider running the Program Call Centre), your local electricity utility or distribution company and third parties who have a need to know this information for the purposes set out in this Section (including but not limited to the Smart Thermostat manufacturer). You acknowledge and agree that the Program Administrators and their respective service providers (including the Program Delivery Agent), may contact you directly, including by email or phone, for the above purposes, and you hereby consent to such contact.

In addition, the Program Administrators may share with one or more participating LDCs, certain information including, but not limited to, your name, email address, service address, phone number, Enbridge account number (if applicable), primary home heating fuel type, retailer where you purchased your Smart Thermostat, Smart Thermostat brand and model number, Smart Thermostat serial number, Smart Thermostat 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 on the Platform or communicated to the Program Administrators by any other medium, and related details.

If you have any questions, wish to update or correct your personal information, or to withdraw your consent, you can contact:

- (a) Enbridge by mail: attention Privacy Officer at Enbridge Gas Inc., 500 Consumers Rd, North York ON, M2J 1P8; or by email at privacy.office@enbridge.com; and

(b) the IESO by mail: attention Privacy Officer at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1;
by phone at 416-969-6277; or by email at privacy@ieso.ca.

Email Consent – CASL

Pursuant to Canada's anti-spam legislation ("CASL"), the Program Administrators each on their own behalf are hereby requesting your consent for the Program Administrators (and any of their respective service providers (including the Program Delivery Agent), agents or representatives or your LDC on the Program Administrators' behalf) to contact you at the electronic address provided by you as part of the information collected on the Platform. By participating in the Program Stream, you consent to the Program Administrators and any of their respective service providers (including the Program Delivery Agent), agents or representatives or your LDC, communicating with you by email in connection with the Program, future energy conservation programs, additional Enbridge or IESO Save on Energy programs and services, customer satisfaction surveys and other related purposes. By signing this document, you are confirming your express consent. You may withdraw your consent at any time or manage your subscription preferences through the unsubscribe mechanism included in these electronic communications. If you have any questions, please contact us at: info@homerenovationsavings.ca.

General

The Instant Rebate has no cash value. This offer is available to residential Enbridge customers who reside within the Enbridge Franchise Service Area or residential electricity customers who are connected to the IESO-controlled grid through an LDC.

The Instant Rebate will be paid at the point of sale, either on-line via ecobee.com, bestbuy.ca and emersoncanada.ca/store 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 Home Renovation Savings Program – Smart Thermostat Eligibility Requirements.

The Program Administrators (and any of their respective service providers (including the Program Delivery Agent), agents or representatives or your LDC, on the Program Administrators' behalf) reserve the right to contact you and seek further information to verify your eligibility for the Instant Rebate. You agree to participate in any follow-up surveys, studies, audits, evaluations or verifications conducted by the Program Administrators and their respective service providers (including the Program Delivery Agent), representatives and agents in connection with the Program, including for the purposes of the proper administration, monitoring and verification or evaluation of the Program Stream, and you will provide to them reasonable access to your records and facilities for such purpose.

Environmental Attributes

You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, directly or indirectly, arising as a result of, relating to or in connection with the electricity savings, demand savings or natural gas savings from the Smart Thermostat that has been installed under the Program Stream, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "**Environmental Attributes**") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the electricity savings and demand savings) or Enbridge (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the natural gas savings). The Program Administrators will be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner the relevant Program Administrator determines. You further acknowledge and agree that the relevant Program Administrator may direct you to take such actions and do all

such things necessary to certify, obtain, quantify, and register with the relevant authorities or agencies such as Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the Program Administrator. You shall comply with any such directions and will be entitled to reimbursement of the cost of complying with such direction, provided that the relevant Program Administrator, acting reasonably, has approved such cost in writing prior to the cost being incurred by you.

Amendment

The Program Administrators may change, modify, add or remove portions of these Terms and Conditions and change, modify, suspend or terminate the Program Stream at any time. The Program Administrators will notify you of any changes to these Terms and Conditions by posting notice of such changes at homerenovationsavings.ca/without-assessment/smart-thermostat (as may be amended by the Program Administrators from time to time).

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

You acknowledge and agree that none of Enbridge, the IESO, or Summerhill 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 or your participation in the Program Stream.

You hereby release, indemnify and save harmless Enbridge, Enbridge's affiliates, the IESO, and each of their respective directors, officers, agents, representatives, and employees from any liability, claim, demand, cause of action, damage or expense arising from or relating to your participation in the Program Stream 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.