

Team Power Smart Challenge - Terms and Conditions

- 1. Eligibility:** The Team Power Smart Challenge which includes the Reduction Challenge and the Maintenance Challenge, (individually or collectively, the "**Team Power Smart Challenge**", as applicable) is open to Team Power Smart members (the "**Member(s)**") with twelve (12) months of consumption history without interruption on the same BC Hydro residential account and that otherwise meet these Team Power Smart Challenge terms and conditions (the "**Terms & Conditions**"). Customers with net-metered accounts are not eligible. The Members are limited to one (1) Team Power Smart Challenge (whether the Reduction Challenge or the Maintenance Challenge) per BC Hydro account at any given time.
- 2. Starting a Challenge:** Log in to MyHydro, select Member Tool Box, and click on the "Start a Challenge" button in the Member Tool Box to activate the Reduction Challenge. The Reduction Challenge will only begin, and electricity savings will be calculated, as of the day the "Start a Challenge" button is clicked (the "**Reduction Challenge Entry Date**"). By clicking that button, the Member agrees to be bound by the Terms & Conditions and is deemed to be enrolling in the challenge as a participant (the "**Challenge Participant**") for that Member's associated BC Hydro residential account. Once a Challenge has been activated, the Challenge Entry Date cannot be changed. The Challenge Participant may be the administrator or viewer(s) of the BC Hydro residential account.
- 3. Electricity Consumption Data:** Electricity consumption data in the Team Power Smart Challenge is based on the smart meter data at the Challenge Participant's residence associated with the Challenge Participant's BC Hydro residential account.
- 4. Consecutive Challenges:** Upon successful completion of the Reduction Challenge, the Members have two (2) options. The Members may start another Reduction Challenge by clicking the "Start a Reduction Challenge" button in the Member Tool Box or within thirty (30) days of notification of a successful Reduction Challenge from BC Hydro, they may start the Maintenance Challenge by clicking the "Start a Maintenance Challenge" button in the Member Tool Box.

If any given Reduction Challenge or Maintenance Challenge is determined to be unsuccessful by BC Hydro for the Challenge Participant, then they may only enrol in the Reduction Challenge. The Challenge Participant may start a second Maintenance Challenge after successful completion of the first Maintenance

Challenge. There are maximum two (2) consecutive Maintenance Challenges allowed per Member following a successful Reduction Challenge.

The Challenge Participants may start the Reduction Challenge at any time after a Maintenance Challenge or Reduction Challenge is complete. Maintenance Challenges may only be started within thirty (30) days of receiving the final results of a successful Reduction or Maintenance Challenge via email from BC Hydro (the “**Challenge Finish Date**”); after said thirty (30) days, the only option remaining for the Challenge Participant is to participate in another Reduction Challenge.

Tracking electricity consumption for the Maintenance Challenge starts the day after the Challenge Finish Date, not the Reduction Challenge Entry Date. Tracking electricity consumption for the Reduction Challenge starts on the Reduction Challenge Entry Date.

5. **Reward**

A fifty-dollar (\$50) Reward is available to Challenge Participants who are enrolled in a Reduction Challenge and successfully achieve a ten percent (10%) reduction in their annualized electricity consumption in the twelve (12) months immediately following the Reduction Challenge Entry Date when compared against their annualized electricity consumption for the twelve (12) months immediately preceding the Reduction Challenge Entry Date.

A twenty-five dollar (\$25) Reward is available to Challenge Participants who are enrolled in a Maintenance Challenge and successfully maintain the same level of annualized electricity consumption over a twelve (12) month period as they did in the Reduction Challenge or Maintenance Challenge, whatever the case may be, which occurred in the twelve (12) months immediately preceding the current Maintenance Challenge. Challenge Participants enrolled in a Maintenance Challenge are only eligible for a twenty-five dollar (\$25) Reward upon successful completion of the Maintenance Challenge as determined by BC Hydro in its sole discretion (together with the \$50 reward for successfully achieving a Reduction Challenge above and the \$100 reward for successfully achieving a Reduction Challenge during the Offer Period, as applicable, the “**Reward**”).

5.1 **Double Reward Offer:**

Reduction Challenges with a Reduction Challenge Entry date between November 1, 2023 and January 31, 2024 (“**Offer Period**”) qualify for a \$100 Reward (instead of \$50) if they meet the Reduction Challenge Reward criteria (as set out in these

Terms & Conditions). This double reward offer is only available to Reduction Challenges that start during the Offer Period. No exceptions will be made.

6. **Determining Results:** BC Hydro shall determine, in its sole discretion, the level of electricity consumption reduction achieved during the course of any Team Power Smart Challenge entered into under these Terms & Conditions. In doing so, for the Reduction Challenge, BC Hydro will compare a Challenge Participant's level of electricity consumption over the twelve (12) months following the Reduction Challenge Entry Date against a Challenge Participant's level of consumption over the twelve (12) months immediately preceding the Reduction Challenge Entry Date, on the same BC Hydro residential account.

In order to account for the impact of possible additional electricity consumption in respect of the Challenge Participant who switches from fossil fuel heating system to a heat pump and/or charging an electric vehicle(s) at the Challenge Participant's residences within twenty-four (24) months of the end of the Team Power Smart Challenge, BC Hydro, at its sole discretion, may implement an adjustment (the "**Allowable Adjustment**") to offset such additional electricity consumption when determining the Challenge Participant's result(s) in the Reduction Challenge or the Maintenance Challenge. Subject to BC Hydro receiving the Challenge Participant's consent (the "**Adjustment Verification Consent**") at the enrolment of the Team Power Smart Challenge, BC Hydro may verify if the Challenge Participant has met the foregoing requirements for the Allowable Adjustment by referencing BC Hydro's database for the purpose of determining the challenge results. If BC Hydro does not have the Adjustment Verification Consent, BC Hydro may request the Challenge Participant to provide information about the relevant electric vehicle charging and/or heat pump(s) for the same purpose. The Allowable Adjustment will be applied by either adding or deducting a pro-rated, proxy value to BC Hydro's calculation of the results within the respective Team Power Smart Challenge which shall be final and binding on the Challenge Participant. In the event the Challenge Participant fails to provide the Adjustment Consent or information about relevant electric vehicle charging and/or heat pump, within 60 days of BC Hydro's request for information, BC Hydro may, but not obligated to, refuse to apply the Allowable Adjustment to the respective Reduction Challenge and/or Maintenance Challenge.

BC Hydro will weather-adjust the target electricity consumption data during the year of the specific Reduction Challenge or Maintenance Challenge, as applicable.

Weather adjustment is only applicable to Challenge Participants with primary electric heating and only applied to the space heating portion of the target amount. A calculation of the total heating degree days for the Challenge year will be compared to the total heating degree days from the 12 months preceding the start of the Challenge will be made, and any difference is applied as a percentage increase or decrease to the target. BC Hydro's determination regarding reductions achieved and any other decisions of BC Hydro in respect of any Reduction Challenge or Maintenance Challenge will be final and binding.

- 7. Payment of Rewards:** If BC Hydro determines that either a ten percent (10%) electricity consumption reduction has been achieved in the case of Reduction Challenges, or electricity reduction levels have been maintained in the case of Maintenance Challenges, BC Hydro will send notice of the final results by email to the successful Challenge Participant and will

provide credit deducted from the Challenge Participant's associated BC Hydro residential account bill

in the amount specified above as the Reward, as applicable. The Reward is non-transferable, non-exchangeable, and non-refundable.

- 8. Incentive Payment:** In consideration of the Challenge Participant's agreement to participating in any of the Team Power Smart Challenge, and to the Terms & Conditions, BC Hydro agrees to pay the Reward for a successful Reduction Challenge and/or Maintenance Challenge, as applicable. The Reward will be reflected in the Challenge Participant's BC Hydro residential account as an offset of the amount owed by the Challenge Participant to BC Hydro for electricity provided by BC Hydro. For clarity, such an offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the Challenge Participant for electricity provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for paying the Reward.

- 9. Participation Voluntary:** Participation or enrolment in any Team Power Smart Challenge is voluntary. The Challenge Participants must participate continuously for a twelve (12) month period after entering a Team Power Smart Challenge without interruption on the same BC Hydro residential account.

- 10. Billed at Normal Rates:** Residential accounts registered for a Team Power Smart Challenge will continue to be billed for electricity consumption at BC Hydro's then

current rates throughout the Team Power Smart Challenge, and all applicable taxes will be applied.

11. **Updates:** BC Hydro may, while the Member is the Challenge Participant, may inform the Member about updates with respect to the Team Power Smart Challenge and the Terms & Conditions via the Member Tool Box or email.
12. **Liability and Indemnification:** The Challenge Participants assume all responsibility and liability related or in any way connected to their participation in the Team Power Smart Challenge and release BC Hydro, its affiliated entities, and their respective directors, officers, employees, agents, contractors, representatives, and those for whom BC Hydro may be responsible at law (collectively, the “**BC Hydro Parties**”) from any and all claims, actions, costs, liabilities or damages including without limitation personal injury and death which may arise directly or indirectly in connection with their participation in any or all the Team Power Smart Challenge and agree to be bound by BC Hydro’s determination on whether or not the Challenge Participants are successful in any of the Team Power Smart Challenge. The Challenge Participant hereby indemnifies and holds harmless the BC Hydro Parties from any and all liabilities, damages, losses, personal injury including without limitation, death, negligence, interest, penalties, fines, monetary sanctions, costs or expenses and any claims, suits, and demands whatsoever, including claims for physical damage, indirect, consequential or economic loss any claims arising for any reason, whether directly or indirectly, from or in connection with the Team Power Smart Challenge, it being understood that such foregoing obligations to release and indemnify BC Hydro Parties will survive termination, cancellation, or expiration of any Team Power Smart Challenge or these Terms & Conditions.
13. **Right to Change or Terminate:** BC Hydro may, from time to time, change, supplement or cancel these Terms & Conditions without notice without any responsibility or liability to any Challenge Participant or holder of a BC Hydro residential account registered for a Team Power Smart Challenge. Notwithstanding the foregoing, Challenge Participants in an active Team Power Smart Challenge on the effective date of any change to, or cancellation of, the challenge will be entitled to receive the applicable financial Reward (whether for the Reduction Challenge or the Maintenance Challenge) provided all other Terms & Conditions has been met.

14. Leaving Team Power Smart: Emails from BC Hydro regarding Team Power Smart will cease once a Member leaves Team Power Smart. All Members on the BC Hydro residential account must leave Team Power Smart for the account to be removed from Team Power Smart entirely. The Team Power Smart Challenge will be immediately cancelled with no potential for the Reward if the Challenge Participant that is the only Team Power Smart member on the account leaves Team Power Smart during an active Team Power Smart Challenge. In that event, no Team Power Smart membership will be associated with that account and no MyHydro profiles on that account will be permitted to join Team Power Smart for a period of six (6) months. If other Members on the same residential account remain Members, the Team Power Smart Challenge will continue. Once all Team Power Smart Members associated with an account leave Team Power Smart, all previously completed Team Power Smart Challenges are removed from the account and MyHydro profile(s) and will not be on the account or MyHydro profile should an administrator or viewer join Team Power Smart after six (6) months.

15. Collection, Use and Disclosure of Personal Information:

- a) BC Hydro collects, uses and discloses the information (including personal information) submitted by the Challenge Participant or otherwise collected as a result of the Challenge Participant's enrolment in the Team Power Smart Challenge for the purpose of administering the Team Power Smart Challenge, developing promotional material for the Team Power Smart Challenge, evaluating the effectiveness of the Team Power Smart Challenge and undertaking analysis and research to inform changes to existing programs and the design of new programs.
- b) The Challenge Participant consents to:
 - i) the disclosure of their information to BC Hydro and any collaborating party and their respective affiliates and contractors, for the purposes of administering the Team Power Smart Challenge, developing promotional material for the Team Power Smart Challenge, evaluating the effectiveness of the Team Power Smart Challenge and undertaking analysis and research to inform changes to existing programs and the design of new programs;
 - ii) if the Challenge Participant is the utility account holder, the disclosure of their utility billing, energy consumption, and charging station data (dates and times charger is used, electricity usage and

- power draw) for a period of up to 60 months before, and up to 60 months after their participation in the Team Power Smart Challenge to BC Hydro and for the purposes of administering the Team Power Smart Challenge, evaluating the effectiveness of the Team Power Smart Challenge and undertaking analysis and research to inform changes to existing programs and the design of new programs;
- iii) the disclosure of their information to contractor(s) for the purpose of administering the Team Power Smart Challenge; and
 - iv) be contacted by BC Hydro (or their authorized agents) by phone, email, direct mail or similar method for the purposes of administering, evaluating and researching all elements of the Team Power Smart Challenge.
 - v) BC Hydro collects, uses and discloses personal information in accordance with provisions of the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”), ss. 26(c) and (e) and its Privacy Policy (which is located at bchydro.com/privacy). BC Hydro’s collection, use and disclosure of the personal information on application forms is undertaken in furtherance of BC Hydro’s energy conservation mandate and obligations under the *Clean Energy Act* and the *Utilities Commission Act*. If the Challenge Participant has any questions regarding the information collected on the Team Power Smart Challenge application form, the Challenge Participant is invited to contact BC Hydro’s Customer Service at power.smart@bchydro.com.

16. **General:** All decisions of BC Hydro are final in all matters relating to the Team Power Smart Challenge. All Team Power Smart Challenge matters including without limitation the interpretation of the Terms & Conditions shall be governed by the laws of the Province of British Columbia and the federal laws of Canada that apply in British Columbia.