

By submitting the 2019 Home Energy Efficiency Rebate (HEER) Program Application on Marketplace, I understand and agree to the following Energy Efficiency (EE) Terms and Conditions:

1. To be eligible for the rebate, all product(s) must be:
  - I. Purchased New;
  - II. Installed in a fully constructed dwelling in SCE's service area;
  - III. Installed in a single family home, apartment or condominium with an active SCE service account at the time of installation ("Installation Address"); and
  - IV. Designed to reduce energy consumption at the Installation Address.
2. Products and purchases must meet the requirements specified below in order to be eligible for a rebate:

**Variable Speed Pool Pumps:**

- I. The Variable Speed pool pump must be purchased through a participating physical retailer, an SCE approved distribution location, or from a pool installer who purchased the pool pump through any SCE approved Point of Sale distribution locations.
- II. Rebates for Variable Speed Pool Pumps are provided through Point of Sale Instant Discount at locations designated by SCE on [www.sce.com/rebates](http://www.sce.com/rebates) or the [SCE Marketplace](#).
- III. There is no mail in or online rebate application for Variable Speed Pool Pumps.
- IV. The pool pump must be a Variable Speed pool pump (as defined by the instruction manual provided by the manufacturer).
- V. The Variable Speed pool pump must be purchased and installed between January 1, 2019 and December 31, 2019.
- VI. The Variable Speed Pool Pumps must be installed in a pre-existing or new in-ground pool.
- VII. The Variable Speed Pool Pumps must be installed at a single-family residence.
- VIII. The Variable Speed pool pump must replace an existing single or two-speed pool pump.
- IX. The Variable Speed pool pump must replace the main filtration pump only.
- X. The Variable Speed pool pump must remain in operation for a minimum of 10 years.

**Smart Thermostats:**

- I. The Smart Thermostat must be purchased and installed between January 1, 2019 and December 31, 2019.
- II. The Smart Thermostat must be in full compliance with ENERGYSTAR program requirements and product specification for Connected Thermostats products Version 1 or later.

- III. The Smart Thermostat must control heating, or ventilation, or air-conditioning (HVAC) equipment to regulate the temperature of the room or space in which it is installed
- IV. The Smart Thermostat must have the ability to make automated adjustments to the set point of the HVAC system based on occupancy data, weather data, or HVAC performance data (or some of this data) or combination of these parameters to optimize heating and cooling around occupancy and/or HVAC equipment operation.
- V. The Smart Thermostat must have the ability to communicate with sources external to the HVAC system,
- VI. The Smart Thermostat may rely on a home area network (e.g. Wi-Fi) and an internet connection that is independent of the Smart Thermostat.
- VII. The Smart Thermostat must remain in operation for a minimum of 9.1 years.

**3. The following products do not qualify for a rebate from Southern California Edison:**

- Variable Speed pool pumps installed for a spa, Jacuzzi, or pond.
  - Variable Speed pool pumps purchased online through the SCE Marketplace, Amazon.com, Sears.com, Lowes.com, Home Depot.com or any other website.
  - Variable Speed pool pumps installed as a Booster pump.
  - Variable Speed pool pumps installed solely used for jet circulation.
  - Variable Speed pool pumps installed as a secondary pump.
  - Variable Speed pool pumps installed for cleaning purposes.
  - Mechanical, Non-Programmable, Manual and Digital Thermostats.
  - Customers who already received any portion of an energy efficiency rebate for their smart thermostat by either SCE or SoCalGas®.
4. The product(s) is or will be installed and fully functional. All uses herein of the words “install”, “installation”, or similar phrases shall mean complete installation such that the subject products are fully functional.
  5. A complete application and all other required documentation including legible Proof(s) of Purchase, must be submitted through Marketplace or by email to SCE no later than January 31, 2020.
  6. Funds are limited. Applications are accepted on a first-come, first-served basis.
  7. The HEER Program may be modified or terminated without prior notice.
  8. In the event that rebate terms change, the order/purchase date will be used to determine product eligibility and the application received date (or the date the

completed online application was received) will be used to determine rebate amount, if any.

9. Products cannot be installed at a P.O. Box address.
10. If requested, additional supporting documentation or missing documentation must be received within 30 days of receiving notice from SCE.
11. All rebates will be paid via a Bill Credit to the SCE Service Account where the product was installed.
12. If a bill credit is approved, it will be applied only if the Service Account remains active for the Installation Address at the time the bill credit is issued.
13. If a bill credit is approved and the Service Account does not remain active, a check will be mailed to the Account Holder of the Service Account address on this application.
14. Bill credits are generally applied four to six weeks after SCE determines that an application is complete, and all requirements have been met, provided that there are sufficient rebate funds remaining.
15. SCE reserves the right to select any Application for inspection/verification. If an Application is selected for inspection/verification, additional time may be required before a rebate bill credit is applied to the Service Account.
16. If an inspection is requested:
  - I. Customer agrees to allow (or, if Customer is not a current occupant at the Installation Address, Customer will arrange for the current occupant to allow) SCE and/or the California Public Utilities Commission (CPUC) representative(s) reasonable access to the Installation Address to verify installation of the qualifying product purchased, either before or after payment of a rebate.
  - II. A rebate will not be paid if the occupant at the Installation Address refuses to participate in any required inspection/verification.
  - III. If Customer (and/or the occupant of the Installation Address) refuses to participate in or fail any required inspection/verification after receiving a rebate, Customer may be required to repay to SCE the amount of any rebate received (or if a bill credit was issued, the credit may be reversed).
  - IV. The inspection/verification of installation must be scheduled within 30 days of customer contact by SCE. Customer understands that SCE may contact the qualifying product vendor and/or installer to verify purchase and/or

installation and may provide my name and/or address to complete this inspection/verification.

17. SCE reserves the right to reject any incomplete Applications.
18. Customer represents that they have installed a qualifying product(s) and understand the energy-efficiency level of the qualifying product(s) determines the rebate amount.
19. The rebate amount may not exceed the purchase price.
20. Customer understands and agrees that Customer may not receive a rebate for the same product from more than one California investor- owned utility or third-party energy efficiency program offering rebates, financing, or other incentives funded with CPUC Public Goods Charge funds.
21. The selection of qualifying product(s), selection of manufacturer, dealer, supplier and/or installer, and purchase, installation and ownership/ maintenance of the qualifying product(s) referenced in this Application are Customer's sole responsibility, and the manufacturer, dealer, supplier or installer of these products is not an agent or representative of SCE.
22. SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship.
23. SCE makes no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products.
24. SCE has no liability whatsoever concerning any of the following:
  - I. The quality, safety and/or installation of the products, including their fitness for any purpose,
  - II. The estimated energy savings of the products,
  - III. The workmanship of any third parties,
  - IV. The installation or use of the products including, but not limited to, effects on indoor pollutants, or
  - V. Any other matter with respect to the 2019 HEER Program.
25. By submitting an application, Customer releases SCE, its parent companies, directors, officers, employees, or agents ("SCE Parties"), from any and all claims or potential claims arising out of activities conducted by or on behalf of SCE in connection with my Application for any rebate(s) under the 2019 HEER Program. Without limiting the generality of the foregoing, the SCE Parties shall not be liable hereunder for any type of damages, whether direct, or 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.

26. Customer is responsible for meeting all 2019 HEER Program requirements and complying with all state/county/city government 's, and/or property owner and/ or homeowners association requirements (if any) in Customer's area regarding permits, local conditions, restrictions, codes, ordinances, rules, and regulations concerning this installation.
27. If Applicant is a tenant, the Customer/Applicant is responsible for obtaining, and has obtained, the property owner's permission to install the product(s) prior to submitting the rebate application.
28. SCE is not responsible for items lost or destroyed in electronic transmission, the mail, or other transit.
29. SCE utilizes the In-store "Point-of-Sale" and the On-line "Point-of-Sale" methods of program delivery for selected products with participating retailers, distributors, online retailers, or other authorized pool pump installers. Under this method, customers will receive applicable rebates instantly at the cash register. Point of Sale purchases are not eligible for a second rebate through this Application.
30. All applications are kept confidential. However, SCE will disclose my information and rebate information to the CPUC, as required by the CPUC.
31. By submitting this Application, Customer certifies that the information in the rebate application is true and complete, and that the product(s) and/or equipment for which Customer is requesting a rebate for have been installed and meet(s) the requirements in this application.
32. By submitting this Application, Customer certifies that the installation has complied with any applicable permitting requirements and, if a contractor performed the installation, that the contractor holds the appropriate license for the work performed.
33. Smart Thermostat Orders purchased through Marketplace are sold and fulfilled by Lightbulbs.com.

## Terms and Conditions for Smart Thermostats purchased through Lightbulbs.com:

### Lost or Partial Shipment:

- If you haven't received your order, please check the tracking information that was provided and contact (FedEx or USPS) in the event there were delivery issues.
- You must contact Lightbulbs.com support at (800) 948-1063 or via email at [order\\_support@lightbulbs.com](mailto:order_support@lightbulbs.com). For inquiries such as partial shipments, missing items, or wrong items you may contact Lightbulbs.com Monday -Friday, 8:00am - 5:00pm CST.

### Cancelling your order for a Smart Thermostat:

- If items have shipped and you no longer want the product, please follow the return policy enclosed with your product, once it arrives.
- If no items have shipped, please contact lightbulbs.com support at (800) 948-1063 or via email at: [order\\_support@lightbulbs.com](mailto:order_support@lightbulbs.com) to proceed with canceling your order.
- Lightbulbs.com does not accept partial returns or cancellations. If you would like to cancel or return an order, you will have to return or cancel your order in full.

### Return Policies for Smart Thermostats:

#### Returns related to warehouse errors, damaged-in-shipment products:

- You must notify lightbulbs.com support at (800) 948-1063 or via email at: [order\\_support@lightbulbs.com](mailto:order_support@lightbulbs.com) within 5 business days of the delivery date of the issues with your order and the item(s) may be replaced at no charge by lightbulbs.com or lightbulbs.com may issue a refund.

#### Returns related to defective Smart Thermostats:

- You must report a defective or damaged unit directly to the manufacturer within 30 days of the delivery date.

### Lightbulbs.com Restocking Fee Policy:

Restocking fees are charges imposed to cover expenses to restock your returned item(s) in cases where the item(s) were not damaged, or if you selected the wrong item during your purchase, or if you don't like the quality of the item you purchased, or if the items were purchased during a special sale or promotion, or are not related to warehouse errors or defective items. Restocking fees are based on percentages of the total cost of your purchase

as follows:

- 10% Restocking Fee: Applied to returns. This includes non-defective products, wrongly purchased product, or quality of the product.
- 40% Restocking Fee: Items returned without our authorization within 30 days of delivery.

### How to initiate a Smart Thermostat order return to Lightbulbs.com:

[Sign In to your Account](#) (Utility customers are auto-logged in)

- Click on "My Orders", and select the appropriate order under the "Shipped" menu.

- If the order was shipped in the last 30 days, you can click the button in the top-right: “Return / Replace Items”.
- Follow the steps on screen to quickly setup the Return and receive an RMA #.
- Clearly write the Return Merchandise Authorization number on or near the shipping label; not on the original product packaging itself.
- Ship the returned order to LightBulbs.com at the following address:

Company Name: Lightbulbs.com Returns  
Address: 11601 95th Ave N  
City/State/Zip: Maple Grove, MN 55639

## About the SCE Marketplace Enervee Score:

1. The Enervee Score is developed, managed and implemented by Enervee Corporation.
2. The Enervee Score helps you to find the most energy efficient products by translating product performance and energy use into a universal 0 to 100 (best Enervee Score).
3. The Enervee Score is dynamic, meaning that it is updated daily for all products based on the range of products currently available on the market. If Samsung or Sharp releases a more energy efficient range of OLED TVs next week, the Enervee Score of all existing models will be pushed down to account for the expanded the range of TV efficiency.
4. The higher the Enervee Score the more energy efficient and therefore less energy a product uses for its size/capacity/performance. We have broken the Enervee Score into four energy usage levels: not good (0 to 50), good (51 to 75), very good (76 to 90) and ideal (91 to 100).
5. This easy scoring methodology helps you to quickly identify the best products via a comparison of thousands of appliances and electronics across thousands of products, such as TVs, Refrigerators, Freezers, Washing Machines, Dryers, Dishwashers, ACs, etc. The Enervee Score is updated daily and seamlessly integrated with the product listing to enable sorting or filtering on energy efficiency, cost, and other features while shopping.
6. Calculating the Enervee Score:
  - I. The Enervee Score is calculated based on how much more or less energy a product uses compared to all others of the same size/capacity/performance. Below, we have provided the key attributes used for calculating the Enervee Score for each product category:
    - [Televisions](#): screen size (diagonal inches) and Kilowatt Hours per Year
    - [Pool Pumps](#): water flow rate in gallons per hour & energy factor in gal/kWh
    - [Refrigerators](#): capacity (cubic feet) and Kilowatt Hours per Year
    - [Freezers](#): capacity (cubic feet) and Kilowatt Hours per Year
    - [Projectors](#): lumens of brightness and Kilowatt Hours per Year
    - [Clothes Washers](#): cubic feet of volume per kWh per cycle
    - [Dishwashers](#): cycles per kWh
    - [Clothes Dryers](#): pounds of clothes per kWh
    - [Tablets](#): performance (screen size & pixels, processing power and battery life) and Kilowatt Hours per Year
    - [Video Game Consoles](#): performance (CPU speed, memory and hard drive capacity) and Kilowatt Hours per Year
    - [Air Conditioners](#): BTUs of cooling power per watt
    - [Monitors](#): screen size (diagonal in) and Kilowatt Hours per Year
    - [Light Bulbs](#): lumens of brightness and Watts
7. Enervee follows industry standards on performance and energy efficiency ratings from the Department of Energy (DOE). For categories that are not regulated by the DOE, such as video game consoles or tablets, Enervee has

collaborated with key stakeholders to develop our own energy efficiency rating methodologies.