

## ecobee eco\$ave Rewards Texas Program PROMOTION

### OFFICIAL RULES (the "Official Rules")

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS OPEN TO LEGAL RESIDENTS OF TEXAS, USA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND ARE PARTICIPANTS IN THE ecobee eco\$ave Rewards Texas PROGRAM ("PROGRAM").**

1. **Promotion Period.** This promotion (the "Promotion") begins at 12:01:01 AM CT on May 1, 2010 and ends at 11:59:59 PM CT on September 31, 2020 (the "Promotion Period").

2. **Eligibility.** This Promotion is open to individuals who are at time of entry 18 years of age or older, are legal residents of Texas, USA, reside at a qualifying address, are currently customers in good standing of ecobee who use ecobee's thermostat product prior to entry, who agree to be bound by these Official Rules and who have already agreed to participate in a demand response events pursuant to the Program Terms and Conditions, which can be found [here](#). Eligibility for entry is subject to Sponsor's sole determination that an entrant is eligible to participate in a demand response program that requires the adjustment of the entrant's thermostat in connection with demand response events initiated by the entrant's electric utility provider, TDSP and/or the Electric Reliability Council of Texas ("ERCOT"). Generally, eligibility is determined based on a number of factors including, without limitation, which utility provides the entrant's electricity, the entrant's residence location, the amount of time an entrant has been a customer with a smart meter, and Sponsor's ability to match the entrant's name with his or her utility account number. Employees, agents, officers, directors and members of Sponsor, its affiliates, distributors, advertising and promotion agencies and anyone involved in the Promotion's development or execution, and the immediate family members (meaning spouses, parents, siblings, children and their respective spouses, grandparents and grandchildren) and members of the households of such employees, agents, officers, directors and are not eligible to enter or win the Prize in this Promotion. Sponsor reserves the right to disqualify from this Promotion any person it believes has intentionally violated these Official Rules or the Program Terms and Conditions. Promotion subject to all applicable federal, state and local laws.

3. **How to Enter.** Enter by registering to participate in the Program and the required demand response events. If you have already agreed to be bound by the Sponsor's Program Terms and Conditions, which can be found [here](#), and you are accepted by Sponsor into the Program, you will automatically earn a chance to win the Promotion if you remain enrolled in the Program until the end of the Promotion Period and when you complete at least one (1) Full Event. A "Full Event" occurs when there is any real or test demand response event, where your ecobee thermostat is connected to the ecobee service, and when you do not opt-out of that event for the duration of the event.

Completion of participation entails, when participating in a Full Event, each entrant agreeing to allow Sponsor to control his or her thermostat to reduce demand during a specified event period by increasing the current setpoint or scheduled target temperature setpoint by up to 4°F to temporarily reduce normal operating patterns in order to reduce electrical demand. These setpoint increases may be preceded by "pre-cool" periods, wherein the current or scheduled target setpoint is temporarily decreased to prepare the premises for the subsequent setpoint increase. The change is measured relative to the thermostat cooling setpoint defined by the programmed thermostat schedule as set with ecobee or, if no schedule is set with or automated by ecobee, relative to the setpoint of your thermostat at the beginning of an adjustment period. Furthermore, for certain events called by ecobee, and/or the entrant's Utility as defined in the Program Terms and Conditions, an entrant's thermostat may be adjusted even if the thermostat is in hold mode at the start of an event. Additional details describing how demand response events occur can be found in Sponsor's Program Terms and Conditions, which can be reviewed [here](#). If an entrant opts-out of all demand response event, the entrant will not complete the Full Event and will not earn an entry. Entrant may opt out of an adjustment at any time from his or her thermostat or through components of the ecobee service, such as the web portal and smart phone applications. In the unlikely case that a participant is opted-out of a demand response event by Sponsor Parties and fails to receive one entry for the Promotion, Sponsor and

ecobee will not be liable in any way. Entrants may opt out of the Program in its entirety by emailing [support@ecobee.com](mailto:support@ecobee.com).

You must agree to be bound by the Sponsor's Program Terms and Conditions (available at [www.ecobee.com/ecosaverewards-tx](http://www.ecobee.com/ecosaverewards-tx)) on or prior to April 26th, 2019 at 11:59:59 CT in order to be considered eligible to participate in the Program and therefore to earn chances to win the Promotion. If you are accepted into the Program, participation in a Full Events and being enrolled in the Program until the end of the Promotion will earn you one chance to win the Promotion. All chances to win the promotion must be generated by 11:59:59 PM CT on September 31, 2020.

All information provided or received in connection with this Promotion will be held and used in accordance with these Official Rules and Sponsor's privacy policy, which can be found at <https://www.ecobee.com/legal/use/>. In the event of a dispute as to the identity of an entrant who entered by email or electronically, a chance to win will be declared made by the Authorized Account Holder who earned the chance to win. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, Internet service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the e-mail address associated with the applicable ecobee customer account. A potential winner may be requested to provide Sponsor with proof that he or she is the Authorized Account Holder of the e-mail address associated with the winning Promotion entry, as applicable. If a dispute cannot be resolved, the entry will be deemed ineligible.

**4. Prize and Odds.** The winners will be drawn from all valid entries received by Sponsor for the following prizes (the "Prize"). The following will be the eligible Prize for valid entries:

- One (1) grand prize of \$2,500 USD
- Ten (10) ecobee SmartSensor 2-packs (valued at \$79USD per pack)

**Approximate Retail Value ("ARV") of the Promotion Prize is not to exceed \$2,500.**

The Prize cannot be sold, transferred or bartered in whole or in part and no substitutions or cash equivalents allowed, except at the sole discretion of the Sponsor. All details of the Prize shall be determined solely by Sponsor. All expenses not specified in these Official Rules, including without limitation, taxes and insurance, are solely each Prize Winner's responsibility.

**5. Winner Selection.** The Prize Winners will be selected in a random drawing held on or about November 1, 2019 from among all valid entries received during the Promotion Period. The drawing will occur at Sponsor's offices at 25 Dockside Drive, Suite 700, Toronto, Ontario, M5A 0B5. The Prize Winner will receive an email and/or telephone notification within 72 hours following winner selection, and the winner name and location (first name, last initial and city, state) may be posted on Sponsor's website after an email notification has been sent to them. No other winner notification will be sent.

If a Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or if the Prize or Prize notification is returned as undeliverable, the Prize will be forfeited and Sponsor may award the Prize to an alternate Winner. By accepting the Prize, Winner represents that he or she has complied with all rules of this Promotion. The Winner will be asked to complete an affidavit of eligibility, including the recording of his/her Social Security number (for tax reporting purposes – as required by law). Acceptance of a Prize shall be construed as and signify the Winner's agreement and consent that Sponsor and its designees may use the Winner's name, voice, address (city and state only), likeness and/or Prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, except where prohibited by law. As a further condition of receiving the Prize, each Winner must agree to be interviewed and photographed by Sponsor. Each Winner will also be asked (but not required) to provide a testimonial for similar promotions offered by Sponsor in the future.

**6. General Conditions.** All entries become the exclusive property of the Sponsor and will not be acknowledged. By entering this Promotion, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and conclusive on all matters relating to this Promotion. By participating in this Promotion, entrants agree that Sponsor and its respective parents, affiliates, subsidiaries and advertising and Promotion agencies and each of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons or property, including death, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Promotion. The Released Parties do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Sponsor reserves the right to modify this Promotion in any way it deems necessary or appropriate. Entry into this Promotion and acceptance of the Prize constitutes permission for Sponsor to use a winner's name, city, state of residence, likeness and/or photograph and statements for advertising/trade and all other purposes, in any and all media, and all media now or hereafter known worldwide, including the Internet and social networking sites, without further compensation, notification or permission, unless prohibited by law.

**7. Internet.** The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled, unintelligible or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize winners or in any Promotion-related materials. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. The Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof. The use of any automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter and/or enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor. No more than the advertised number of Prizes will be awarded. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Disputes.** This Promotion is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Promotion, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim punitive, incidental or consequential damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

10. **Binding Arbitration.** You hereby waive all rights to trial in any action or proceeding instituted in connection with this Promotion and/or the Program. Any controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York and judgment on the arbitration award may be entered into any court having jurisdiction.

11. **Winner List/Official Rules.** For a copy of the official Winners List or Official Rules, send a self-addressed #10 envelope postmarked by January 1, 2020 to: Ecobee Energy - eco\$ave Rewards, c/o ecobee Inc., 25 Dockside Drive, Suite 700, Toronto, Ontario, M5A 0B5. Please indicate on the outside of the envelope "Winners List Request for eco\$ave Rewards TexasProgram" or "Official Rules Request for eco\$ave Rewards Texas Program."

12. **Sponsor.** The "Sponsor" of this Promotion is ecobee, Inc., located at 25 Dockside Drive, Suite 700, Toronto, Ontario, M5A 0B5

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