

## **Peak Rewards Energy Response Program Terms & Conditions**

The Energy Texas Peak Rewards Energy Response Program (the “Program”) is designed to offer rewards to our customers who wish to participate and reduce their energy consumption during specified response events (“Events”) as determined from time to time by Energy Texas (sometimes referred to herein as “we,” “our” or “us”). These rewards may include electricity bill credits or other offers that we may determine with regard to an Event. From time to time we may elect to offer and notify you of an Event, the scope, terms and conditions of which to be determined on an event-by-event basis at our sole discretion. Rewards associated with each Event, as well as whether or not you qualify for a reward based upon the results of your participation, shall be determined by Energy Texas in its sole discretion. The Program is an independent feature separate from our electricity service plans and these Program terms and conditions do not in any way supersede, alter or conflict with the Terms of Service Agreement, Electricity Facts Label, or Your Rights as a Customer documents associated with our customers and their electricity service plans.

### **Program Eligibility**

To be eligible to participate in the Program, an Energy Texas customer (sometimes referred to herein as “you” or “your”) must be enrolled in and receiving service under an electricity service plan that specifically includes the Program, and you must provide and maintain a valid email in your account profile. Only certain of our selected electricity plans entitle you to participate in the Program (“Participating Plans”). Accordingly, the Program is not available to all of our customers. You must opt-in to participate in the Program. We reserve the right to automatically and without notice determine to opt-out you out of the Program based upon your level of participation or for any other reason or for no reason. We may, but are under no obligation to, offer Events from time to time. We are under no obligation to notify you of any Event and your participation or opting into the Program does not entitle you to be offered to participate or to participate in any particular Event. Events may be limited in scope or size as determined at our sole discretion, and we may limit the number of customers eligible to participate in any Event. Accordingly, you may not be eligible to participate in each Event or any Event. Only one member of your household shall be eligible to participate as a customer in the Program at a particular address. You are not required to participate in the Program and may opt out of the Program at any time by notifying us.

### **Additional ‘Peak Perk Plus’ Feature**

If you have an ecobee thermostat, the Program has an additional ‘Peak Perk Plus’ feature that eligible participants can join and enjoy further rewards. Participants opting-in to the Peak Perk Plus Feature agree that during any Event we are permitted to remotely adjust your ecobee thermostat (within a range of 68-80 degrees Fahrenheit) in order to conserve energy and reduce consumption. You may however at any time during such an Event adjust or re-adjust your ecobee thermostat as you see fit. Accordingly, you will retain ultimate control over your ecobee thermostat. Utilizing our Peak Perk Plus feature is a great way further conserve energy, lower your bills, and earn rewards, even when you are not at home to adjust your thermostat.

### **Rewards**

To be eligible to receive a reward, you must meet the qualifications and conditions of a specific Event as determined by us, at our sole discretion. We may establish these qualifications and conditions either before the Event period begins or after the Event period has ended. Accordingly, the criteria as to whether or not you will meet the conditions or qualify for a reward with regard to an Event may not be known until after the Event period has ended. The scope, terms, and conditions of each Event, including, without limitation, the criteria for qualifying for a reward and the amount of any reward, shall be determined on an event-by-event basis at our sole discretion.

In order to redeem any reward, you must be an active customer and in good standing under the Program at the time of redemption of any reward. Bill credits are deemed to be redeemed as of the issue date of a bill to which they are applied (and in no event prior to such date). You are deemed a customer in good standing (as determined in our sole discretion) if (i) you are at such time receiving Energy Texas electricity service (ii) you have opted-in to the Program and have not opted-out or been opted-out of the Program, (iii) you are not delinquent in any payments due, (iv) you are not otherwise in default under your Terms of Service Agreement, and (v) you continue to maintain a valid email address in our account profile. Accordingly, you will not be entitled to apply a bill credit to any bill that is issued as of a date on which you are not both an active customer and in good standing under the Program (irrespective of the period of service associated with such bill). For illustration purposes, and without limiting the foregoing conditions, if you cease electricity services under a Participating Plan with Energy Texas, then no bill credits will be applied to your final bill because your final bill will have an issue date which is subsequent to the last date on which you were an active customer and in good standing under the Program.

Bill credit rewards may only be applied to current customer bills. Your bill will note the application of bill credits applied under the Program. Bill credit rewards will be applied by us in the regular course of business and, accordingly, may be reflected on either your next bill or the subsequent depending upon the timing of processing your bill credit. If you believe you are entitled to a bill credit reward that has not been applied, please contact us to review the status of your reward. If the amount of any bill credit exceeds the amount of a bill to which it is applied, then we will apply the excess amount to your immediately following bill provided that you are eligible to redeem rewards at such time. If at any time or for any reason you cease to be a Energy Texas customer prior to the application of any bill credits, then all such bill credits will immediately expire and be forfeited by you. In no event and under no circumstances may bill credits be redeemed or exchanged for cash, nor may bill credits be assigned or otherwise transferred in any way. Bill credits have no cash value. Bill credits may not be saved, banked, or otherwise used in any later or future periods other than the current billing cycles in which they are issued. All bill credits reflect U.S. Dollars.

Certain types of rewards will be provided, managed and/or administered by independent third parties. Examples of these types of rewards include companion airfare, movie tickets, magazine subscriptions, and gift cards, among other types of rewards. These rewards and the administration, management, operation and provision thereof are and shall be the sole responsibility of the applicable third party administering, managing, operating and/or otherwise providing the reward. Without limiting the foregoing, all products and services that you may obtain through the Program, including without limitation companion airfare and travel accommodations, movie tickets, magazine subscriptions, and gift cards and certificates, are offered and provided by independent third party providers (and not by Energy Texas), each of which is solely responsible for any and all claims concerning its products or services, whether in contract, warranty, or tort.

**IN ADDITION, AND WITHOUT LIMITING ANY OF THE FOREGOING, IN CONSIDERATION FOR YOUR PARTICIPATION IN THE PROGRAM, YOU AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR AFFILIATES, HEIRS AND PERMITTED ASSIGNS, IF APPLICABLE) TO INDEMNIFY AND HOLD HARMLESS ENERGY TEXAS AND ITS PARENT COMPANY, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, ATTORNEYS, OWNERS, SHAREHOLDERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR YOUR ACCEPTANCE, POSSESSION, USE, OR INABILITY TO USE ANY PRODUCT, SERVICE OR REWARD OFFERED OR PROVIDED THROUGH OR IN ASSOCIATION WITH THE PROGRAM INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, ECONOMIC INJURY, AND PROPERTY DAMAGE, AND INCLUDING (BUT NOT LIMITED TO) CLAIMS BASED ON PUBLICITY RIGHTS, INVASION OF PRIVACY, DEFAMATION, AND DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, OR TORT. ENERGY TEXAS DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY, RELATED TO ANY SUPPLIER OR RELATING TO OR OCCURRING AT ANY PREMISES OR IN ANY AIRCRAFT OR IN TRANSIT TO AND FROM ANY VENUES. NOR DOES ENERGY TEXAS ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY. RELATED TO ANY OTHER CAUSE WHATSOEVER DUE TO DELAYS, CANCELLATIONS DUE TO WEATHER OR MECHANICAL BREAKDOWNS, WAR, ACTS OF GOD OR ACTS OF TERRORISM, ARISING FROM OR IN CONJUNCTION WITH ANY SERVICES, PRODUCTS OR REWARDS PROVIDED OR FAILED TO BE PROVIDED.**

Gift cards and certificates are subject to terms and conditions set by the merchant who issues the gift card or certificate. In no event will Energy Texas be responsible for those terms and conditions or any lack of provision thereof. Any and all terms and conditions for use and expiration of gift cards or certificates are the sole responsibility of the particular merchants and you are strongly encouraged and advised to review such terms and conditions as and when provided by such merchants. You are expressly advised that expiration policies and non-usage fees may apply to gift card/certificate rewards.

A description of rewards will be provided for each particular Event on an event-by-event basis. Rewards may be changed, removed, modified, or updated at any time at the sole discretion of Energy Texas.

### **General**

EXCEPT AND TO THE EXTENT SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, THE SERVICES AND PRODUCTS PROVIDED THROUGH THE PROGRAM ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERGY TEXAS DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS.

Rewards of any type may not be redeemed or exchanged for cash and shall not have nor be deemed to have any cash value. All rewards, including without limitation any unclaimed, unused or contingent rewards, and all rights thereto, shall be immediately forfeited upon your ceasing to be a customer of Energy Texas for any reason. All rewards are non-transferable. You may not assign, apply, or otherwise

transfer any reward to another person, customer, or account (even if you maintain multiple accounts). All Program notifications, if any, will be made by email unless otherwise determined at our sole discretion. We have no obligation whatsoever to contact or notify you, whether directly or indirectly, regarding your status or any other matter associated with the Program. Unless we otherwise determine, we will not endeavor to send or deliver any communications or notices to you by any means other than email. Under no circumstances will we be responsible, obligated or liable for sending or delivering, or for not sending or delivering, any notifications or communications to you in connection with the Program. PROGRAM AWARDS ARE VOID WHERE PROHIBITED BY LAW. All Federal, state and local laws apply.

The Program may be changed, replaced, assigned or cancelled by us at any time at our sole discretion with or without notice to you. These Program Terms & Conditions may be altered, changed, modified or assigned by us at any time with or without notice to you. Rewards available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at our sole discretion with or without notice to you. Your continued participation in the Program shall constitute your acceptance of any and all such changes, replacements, assignments, or terminations.

You understand and agree that it is solely your responsibility to maintain a valid email in your account profile, and you agree that we have no obligations or responsibilities whatsoever in that regard. Your failure to do so will result in your Program account being deemed not in good standing. You expressly agree that we have no obligation or responsibility whatsoever to notify you at any time or in any manner in connection with your status or participation in the Program.

Program rewards may not be combined with or applied to third party products or services, or any of our plans which are not Participating Plans. We may assign or delegate any of our rights or responsibilities under the Program to independent contractors or other third parties. We shall not by virtue of any such assignment or delegation be deemed to have waived any of our rights or remedies hereunder or otherwise. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

By participating in the Program, you agree that you have read and understand these Program Terms & Conditions and all of the terms, conditions and provisions contained herein, and will fully comply with and be bound by same. These Program Terms & Conditions shall be governed by the laws of the State of Texas without regard to any conflict or choice of law rules of any jurisdiction. The Federal and state courts located in Harris County, Texas shall have exclusive jurisdiction over any dispute arising hereunder.