

HEA *LAPTOP17* PROMOTION – Standard Terms & Conditions

Free in-home assessments for the LAPTOP promotion are available on a first-come, first-serve basis. Entries for a chance to win a laptop are subject to the availability of program funds or up to 20 laptops. This promotion is only valid for home energy analysis (HEA) completed between May 15, 2017 and September 30, 2017 or customers meeting the referral requirement. Promotion winners will be determined within 4 weeks of promotion conclusion. For every 50 HEA completions, one laptop will be given away by random drawing, maximum of 20 laptops.

ANALYSIS: The required documentation will be collected by CLEAResult, including customer name, installation address, and date of service and must be filled out completely, truthfully and accurately. Incomplete information will result in a delayed or denied entry. Customers are advised to retain a copy of the HEA and any documentation submitted to Bay City Electric Light & Power under this promotion. Bay City Electric Light & Power (BCELP) will not be responsible for lost documentation pertaining to this promotion. Details of this promotion are subject to change or cancellation without prior notice. **Entries are only valid for HEA scheduled between May 15, 2017 and September 1, 2017 and HEA completed by September 30, 2017.**

ELIGIBILITY: **This offer is only valid for Bay City Electric Light & Power residential customers residing in a single family dwelling.** HEA must be completed in BCELP service territory during promotion dates. Only **new** applications (or customers who meet referral requirements) are eligible for entry.

REFERRAL REQUIREMENT: BCELP customers who have previously participated in a HEA who supply the name, address and phone number of 3 referrals who complete a HEA will meet the referral requirement. Referrals must be BCELP residential customers and have the HEA completed within promotion dates.

LIMITATIONS: BCELP reserves the right to not release the laptop(s) if funds are not available at the conclusion of the promotion, or if the required documentation is not filled out completely and accurately.

TAX LIABILITY: BCELP will not be responsible for any tax liability that may be imposed on the customer as a result of the giveaway. Please contact your tax advisor for more information.

INFORMATION RELEASE: Customer agrees that BCELP may include customer's name, address, BCELP account number, BCELP services and resulting energy savings ("Information") in a database hosted by a contractor of BCELP and such Information may be included in reports or other documentation submitted to BCELP and/or the Michigan Public Service Commission ("Reports"). BCELP will treat such Information as confidential, to the extent permitted by law, and the Information in the Reports shall only be in the aggregate.

NO ENDORSEMENT: BCELP does not endorse any particular retailer, manufacturer, product or system design in promoting this program.

RELEASE/INDEMNIFICATION: The City of Bay City, BCELP or any of their officers, employees or agents (together "BCELP Parties") shall not be held responsible for any work completed in connection herewith. Applicant fully releases BCELP Parties from any and all claims it may have against BCELP Parties in connection with this giveaway or the work performed in connection with it. In addition, customer agrees to defend, indemnify and hold BCELP Parties harmless from and against any and all claims, losses, demands or lawsuits by any third parties arising in connection with this giveaway or any work performed in connection with them.

LIMITATION OF LIABILITY: BCELP Parties total liability is limited to the amount of the laptop specified in this giveaway. In no event will BCELP be liable whether in contract, tort (including negligence), strict liability, warranty or otherwise for special, incidental or consequential damages connected with or resulting from participation in this promotion.

DISCLAIMER: Neither BCELP nor any of its affiliates guarantees the energy savings or makes any warranties associated with the measures eligible for rebates under this program. BCELP has no obligations regarding, and does not endorse or guarantee, any claims, promises, work or equipment made, performed or furnished by any manufacturer that sells or installs any energy efficiency measures. BCELP makes no warranties or representations of any kind, whether statutory, express or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding the product provided by a manufacturer or vendor. Contact the manufacturer for details regarding equipment performance and warranties. BCELP has no obligation to make any rebate described herein unless certain minimum requirements of the promotion have been met and funds allocated for such giveaway are available for distribution.

PROPERTY RIGHTS: Customer represents that customer has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord's consent has been obtained.

CUSTOMER'S CERTIFICATION: Customer certifies that he/she has allowed the home energy analysis listed in this application at the defined location. Customer agrees that all information is true and that he/she has conformed to all promotion requirements listed.