

TERMS AND CONDITIONS

By submitting the 2012 Home Energy Efficiency Rebate (HEER) Program Application, I understand and agree to the following:

1. To be eligible for the rebate: (a) I must be an SCE residential customer on a residential rate with an active meter, and (b) the product(s) I have installed must (i) qualify for the rebate, (ii) be installed in a residential dwelling, fully constructed and occupied, within SCE's service area, and (iii) be designed to reduce consumption of energy distributed to me by SCE at the installation address. I understand I must complete and submit an Application for each installation at each address where a qualifying product has been installed. All uses herein of the words "install", "installation", or similar phrases shall mean complete installation such that the subject products are fully functional.
2. Purchase qualifying product(s) between January 1, 2012 and December 31, 2012. The \$35 and \$75 refrigerator rebate is limited to qualifying purchases between May 1, 2012 and December 31, 2012. All qualifying refrigerators must be installed by February 28, 2013. All other qualifying product(s) must be installed between January 1, 2012 and February 28, 2013. Please be aware that these order/purchase dates will end earlier if funds are depleted. Qualifying product information is found on Page 3 and 4. Qualifying products must be installed prior to submitting for a rebate.
3. Funds are limited. Applications are accepted on a first-come, first-served basis. The HEER Program may be modified or terminated without prior notice. In the event that rebate amounts change, the order/purchase date will be used to determine product eligibility and the application postmark date will be used to determine rebate amount, if any.
4. If mailing your application, include a signed and dated Application, and all other required documentation including all appropriate Proof(s) of Purchase, to SCE's Rebate Processing Center by February 28, 2013 to be considered eligible for a rebate. After SCE receives a submitted Application, and determines that it is complete and accurate and approves it for payment, a rebate check is generally mailed within five weeks to the installation address, or to the mailing address provided in the Application for delivery of the rebate check; provided however, that SCE reserves the right to select any Application for verification, or reject any incomplete Applications. If an Application is selected for verification, additional time may be required before a rebate check is mailed. If applying for the HEER Program online, the rebate check can only be sent to the customer of record at the address on record for the service account.
5. **I will allow, if requested, SCE's and/or the California Public Utilities Commission's (CPUC) representative(s) reasonable access to my home to verify installation of the qualifying product I have purchased, either prior to payment of a rebate and/or following payment of a rebate.** I understand that a rebate will not be paid if I refuse to participate in any required verification. I understand that if I refuse to participate in or fail any required verification after receiving a rebate, I may be required to repay to SCE the amount of any rebate received. The verification of installation must be scheduled within 30 days of customer contact by SCE. I understand 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 verification.
6. **I have installed a qualifying product(s) and understand the energy-efficiency level of the qualifying product(s) determines the rebate amount.** The rebate amount may not exceed the purchase price. I understand that I cannot 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.
7. I agree that 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 my sole responsibility, and the manufacturer, dealer, supplier or installer of these products is not an agent or representative of SCE.
8. I understand that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship. **I ALSO UNDERSTAND THAT 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.**
9. I agree that SCE has no liability whatsoever concerning (1) the quality, safety and/or installation of the products, including their fitness for any purpose, (2) the estimated energy savings of the products, (3) the workmanship of any third parties, (4) the installation or use of the products including, but not limited to, effects on indoor pollutants, or (5) any other matter with respect to the 2012 HEER Program. I waive any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE in connection with my Application for any rebate(s) under the 2012 HEER Program. Without limiting the generality of the foregoing, none of such parties shall 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.
10. I am responsible for meeting all 2012 HEER Program requirements and complying with my state/county/city governments, property owner and/or homeowners association requirements (if any) in my area regarding local conditions, restrictions, codes, ordinances, rules, and regulations concerning this installation.
11. If a tenant, I am responsible for obtaining the property owner's permission to install the product(s) for which I am applying for a rebate. My signature on this Application indicates I have obtained this permission.
12. SCE is not responsible for items lost or destroyed in the mail/transit.
13. SCE utilizes the "Point-of-Sale" method of program delivery for selected products with participating retailers. Under this method, customers will receive applicable rebates instantly at the cash register. Such purchases are not eligible for a second rebate through this Application or the SCE Rebate Processing Center.
14. **You certify that the information you have provided is true and correct, and that the product(s) and/or equipment(s) for which you are requesting a rebate meet(s) the requirements in this application. ALL RESPONSES ARE KEPT CONFIDENTIAL.**