



## **GridSavvy Rewards Option 1: No Technology Needed Terms and Conditions**

Participation in Sonoma Clean Power (“SCP”) GridSavvy Rewards is legally bound by the following terms and conditions. These terms and conditions do not alter any other terms for other programs or services the participating customers receive from SCP. Participating customers agree to comply with these terms and conditions and certify that they are eligible to participate in the program.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in GridSavvy Rewards and receive energy savings payments, equipment incentives and equipment discounts, and/or bill credits. Participating Customers must have a PG&E SmartMeter™ and must not be enrolled in another demand response program. All participants in the GridSavvy Rewards Option 1: No Technology Needed must be on a SCP residential rate.
2. SCP’s GridSavvy Rewards (“Program”) compensates Customers for reducing energy use during specific times of year and day. SCP determines the times of these periods of energy use reduction and will notify the Customer of these events (“Energy Saving Event”).
  - a. Energy Saving Events are scheduled to begin in May 2022. SCP, or SCP’s designated program implementer, issue Energy Saving Event notifications to GridSavvy Rewards Option 1 participants requesting them to reduce their energy usage. Energy Saving Events are from 1 to 2 hours in duration and can occur at any time during May 1 - October 31 from 4 p.m. - 9 p.m. Energy Saving Events will occur at SCP’s discretion (no more than four times per month) and may include additional events when the California Independent System Operator (CAISO) issues Grid Alerts and Flex Alerts.
3. Enrolled Customers that no longer wish to participate must choose to unenroll through SCP’s website, via email, or by phone.
4. Customers who choose to directly enroll in the program can use the SCP website, mobile or web application. Customers must agree to and abide by all terms, conditions, and restrictions of the Program. By enrolling, the Customer warrants that it has all necessary authorization to enroll.
5. Customers may elect to receive notifications via email or text message. Customer may unsubscribe to notifications at any time.
6. Whenever possible, Energy Saving Event notifications will be provided by notification email or text to the designated contact no later than 5 p.m. on the calendar day preceding an Energy Saving Event.
7. Once an Energy Saving Event request has been issued, the participant may choose to participate up to 30 minutes prior to the start of the event and has the flexibility as to what action to choose to reduce energy consumption.

8. Participation in any Energy Saving Event is entirely voluntary, but Customer must be enrolled and reduce electricity consumption during the Energy Saving Event to receive a Rewards Payment. The amount of energy savings from Baseline Energy Use will impact the Rewards earned.
9. No fewer than once per year, Customers will be able to receive their Rewards Payment or donate it to one of the GridSavvy Rewards Community Partners. If Customer chooses to keep Rewards Payment, Customer will receive payment as an electric gift (e-gift) card or electronic card (e-card). Customers must have a valid email address with GridSavvy Rewards to receive a Rewards Payment.
10. In lieu of keeping the Rewards Payment Customer may choose to donate the Rewards Payment amount to one of the below Community Partners. Customer's name, address, and contact information will not be shared with the Community Partner unless Customer requests to do so. **Any donation will not be considered a tax deduction.**
  - a) The Climate Center
  - b) Career Technical Education Foundation of Sonoma County
  - c) Mendocino Land Trust
  - d) North Coast Resource Conservation & Development Council
11. **If donating to one of the Community Partners, Customer understands and acknowledges that this donation shall not be considered a charitable donation per state or federal guidelines.**
12. Restrictions. In connection with Customer's participation in GridSavvy Rewards, Customer agrees that they will not:
  - a. Use the Program for any unlawful purpose;
  - b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
  - c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, and agents;
  - d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
  - e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
  - f. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Program.

A violation of any of the foregoing is grounds for termination of a Customer's right to use or access the Program.
13. A Customer does not need to purchase or install any technology in their home to be eligible to enroll in GridSavvy Rewards Option 1.

14. Rewards Payments (defined herein) are available while program funds last.
15. SCP reserves the right to withhold Rewards Payments for any Customers deemed to be violating the terms, conditions, and restrictions of the program.
16. Reward Payments are subject to change.
  - a. Rewards Payments are available for Option 1 for Customers who demonstrate energy savings during Energy Saving Events. For every Energy Saving Event that Customer chooses to participate in, Customer will earn a \$2/kilowatt-hour (kWh) (subject to change) Rewards Payment for any energy use decreased compared to their Baseline Energy Use.
    - i. "Baseline Energy Use" is determined for each Customer based on the energy they are predicted to use during an Energy Saving Event as if they had not participated in an Energy Saving Event.
    - ii. There will be no Rewards Payment penalty for any Customer who does not reduce energy use during an Energy Saving Event, whether they elect to participate in the Energy Saving Event or not.
  - b. Customers enrolled in GridSavvy Rewards Option 1 may participate in other GridSavvy Rewards Program Options at the same time. See the SCP GridSavvy Rewards website [www.sonomacleanpower.org/gridsavvy](http://www.sonomacleanpower.org/gridsavvy) to view all Program Options. Other GridSavvy Rewards Options may provide Bill Credits to allow SCP to manage installed devices. For Customers participating in multiple GridSavvy Rewards Program Options, Rewards Payments received will be less any monthly Bill Credits received from another Program Option.
17. SCP GridSavvy Rewards terms and conditions are subject to change without prior notice. GridSavvy Rewards participants will be notified via email within ten (10) days of any updates to the Program terms and conditions. Any updates to GridSavvy Rewards terms and conditions will also be available on the SCP GridSavvy Rewards website [www.sonomacleanpower.org/gridsavvy](http://www.sonomacleanpower.org/gridsavvy).
18. Collection and Use of Customer Data. By participating in GridSavvy Rewards, the Customer authorizes SCP to share certain information and customer data with the Service Providers, about their Equipment, energy usage, and associated account and billing data. All Service Providers are required to sign non-disclosure agreements and held to California Public Utilities Commission Decision 12-08-045 for customer privacy protections. This data is used to verify that Customers are eligible to participate in the GridSavvy Rewards program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of customers data in compliance with its privacy policy. Customer agrees to provide access to its data during the entirety of the Customer's participation in a Sonoma Clean Power Program Option.
19. Assignment. This Agreement is personal to Customer. Customer may not assign or transfer rights or delegate obligations under this Agreement without notice to and written approval of SCP, which may be approved or denied solely at the discretion of SCP. SCP may assign all or any portion of the Agreement to a Service Provider.

20. Severability. If any terms or conditions herein are determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.
21. Waiver. No waiver of any term or condition, whether by conduct or otherwise shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition herein. No waiver shall be binding unless executed in writing by SCP.
22. Force Majeure. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event).
23. Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Sonoma County without reference to its principles on conflicts of laws. Customer agrees that, regardless of any statute or law to the contrary, it must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

For more information, please contact SCP by email at [gridsavvy@sonomacleanpower.org](mailto:gridsavvy@sonomacleanpower.org).

*///End of GridSavvy Rewards Option 1: No Technology Needed Terms & Conditions///*