



TRADE UP FOR COOL CASH

\$150 REBATE APPLICATION

EFFECTIVE from July 1, 2018 OR WHILE FUNDING LASTS.

Hawai'i Energy Terms and Conditions

1) Rebates:

Subject to these Terms and Conditions, Hawai'i Energy ("the Program") will pay rebates for qualifying appliances.

2) Eligibility:

- a) An "**Applicant**" is a scheduled account holder of an electric utility on the islands of Hawai'i, Lāna'i, Maui, Moloka'i or O'ahu who contributes to the Public Benefits Fund where the electricity-saving energy efficiency measure has been installed. Rebates are awarded only to an eligible Account Holder. The Account Holder can reassign the rebate payment to another Payee designated in Step 2. Applicants are ultimately responsible for compliance with these Terms and Conditions.
- b) "**Qualifying Appliances**" are those electricity-saving items that are identified in the program applications and associated materials. All equipment must be new, meet Program specification requirements and be fully operable prior to rebate payment. Refrigerator must be 16 cu. ft. or larger and ENERGYSTAR® rated. A list of qualifying appliances can be found at www.energystar.gov.
- c) Incomplete applications or applications with missing supporting documents will be returned unprocessed. The receipt must have make, model and purchase date.
- d) Rebate application must be received within sixty (60) days of purchase date, unless otherwise specified in the application itself.
- e) Applications for newly constructed homes do not qualify.
- f) The refrigerator that is hauled away must be 14 cu. ft. or larger.
- g) Convertible refrigerators do not qualify for this program.

3) Installation Verification and Data Collection:

- a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to rebate payment, at any time after receipt of applications and up to five (5) years after payment of rebates.
- b) The Applicant must provide reasonable access to the facility, the equipment and related documentation and data.
- c) The Program may install metering devices on equipment for Program data collection, measurement and verification purposes.

4) Compliance:

The Applicant is responsible for abiding to all applicable laws, rules, and regulations, and for complying with all federal, state and local codes.

5) Program Availability:

Payment of rebates is not guaranteed and is subject to the availability of funds. Program availability, Program terms, and equipment eligibility may change without notice at any time at the discretion of the Program. Please see hawaiienergy.com for program updates.

6) Publicity:

The Program reserves the right to publicize Applicant's participation in the Program for promotional purposes unless the Applicant submits a written request to the Program.

7) Disclaimers:

- a) The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of any rebate.
- b) The Program is not responsible for obtaining any missing information, signatures, invoices or going to the installation site or contacting the Applicant to inform Applicant of incomplete or missing documentation.
- c) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the EEM will result in any energy or cost savings.
- d) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
- e) The Program does not endorse any particular market provider, trade ally, manufacturer, product, laborer or system design by offering this Program.
- f) **The Program does not guarantee that funding will be available for payment of rebates** until this application has been verified and approved by Hawai'i Energy. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding is not available.

8) Indemnification and Limits of Liability:

- a) Applicant will indemnify, defend, and hold harmless the Program and its administrator Leidos, Inc, and the Program's and State of Hawai'i's agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys' fees and costs, arising out of or relating to the field or site inspection, installation, use and maintenance of the equipment, designs, practices or methods involved in the Applicant's project.
- b) In no event shall either the Program, or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this agreement, regardless of the legal theory under which such damages are sought.

9) Entire Agreement:

The entire agreement between the Applicant and the Program is composed of an approved, fully-executed application, these Terms and Conditions, and, as applicable, attachments to the application and/or worksheet, pre- installation approval letters, invoices, receipts and any and all such other documentation as required by the Program.

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