

Privacy Notice

Your personal information is collected, used and disclosed by Enbridge in connection with the Program in accordance with its [Privacy Statement](#). Your personal information will be used to administer the Program, confirm your eligibility to participate in the Program, communicate with you, evaluate the impact and effectiveness of the Program, fulfill regulatory reporting requirements, and develop insights to design, implement, and evaluate future energy efficiency programs in Ontario. Without limiting the foregoing, Enbridge will collect limited personal information about your thermostat and your participation in the Program from your smart thermostat vendor. This information will be collected, used and disclosed in accordance with Enbridge's Privacy Policy for the foregoing purposes. Additional provisions regarding the handling of personal information are contained in the balance of these Participant Terms and Conditions. Questions about the collection, use and disclosure of your personal information should be directed to [Enbridge's Privacy Officer, 500 Consumer Rd, North York, Toronto, ON M27 1P8, privacy.office@enbridge.com](mailto:privacy.office@enbridge.com).

SARNIA SAVES THERMOSTAT ADJUSTMENT PROGRAM

PARTICIPANT TERMS AND CONDITIONS

Welcome to the Enbridge Gas Inc. ("Enbridge") Sarnia Saves Thermostat Adjustment Program (the "Program"). By participating in the Program, you (the "**Participant**") may be eligible to receive the Participant Incentives described below, subject to these Participant Terms and Conditions (the "**Terms**"). To become a Participant in the Program, you must agree to these Terms, submit an application to enroll in the Program, and have such application accepted by Enbridge. In addition, you must reside in the Program area and have an installed and operational Eligible Smart Thermostat.

About the Program. The Program is available to Enbridge residential customers in Sarnia with postal codes starting with N7S, N7V, N7W, N7X, N7T (north of Hwy 25 and west of Hwy 26), Point Edward, and Brights Grove (N0N 1C0).

The Program may provide the Participant with financial incentives (defined below as "**Participant Incentives**") for agreeing to enable temporary changes in the natural gas consumed by their heating system through remote activations of the Participant's existing smart thermostat during the winter heating season. The aggregate number of hours in a calendar year during which the Participant's heating system will be remotely activated in connection with the Program to reduce gas consumption will not exceed eighty (80) hours with a maximum of four (4) hours per day.

Through the Program, the Participant authorizes its Smart Thermostat Vendor to control the Participant's Eligible Smart Thermostat during a Demand Response Event. Any adjustments to the Participant's Eligible Smart Thermostat, and any related collection of data by the Smart Thermostat Vendor, are subject to the terms and conditions and privacy policy of the Smart Thermostat Vendor that governs a Participant's purchase or use of the applicable Eligible Smart Thermostat and the authorizations that a Participant grants to the Smart Thermostat Vendor pursuant to these Terms. Enbridge accepts no responsibility for and disclaims any liability for any act or omission of the Smart Thermostat Vendor(s).

During a Demand Response Event, the Participant's Smart Thermostat Vendor may signal the Participant's Eligible Smart Thermostat to change its mode of operation, setpoint or other settings, as applicable. A Demand Response Event may be preceded by a "pre-heat" period, wherein the then-current or scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. The Participant may opt out of a current or future Demand Response Event at any time by directly adjusting their Eligible Smart Thermostat.

1. **Binding Agreement.** By applying to participate in the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted by Enbridge. If your application is accepted by Enbridge, you will receive a written notice of such acceptance from the Service Provider on behalf of Enbridge. In the event your application is not accepted, you will be notified of such rejection by the Service Provider, and your Eligible Smart Thermostat will not be remotely activated in connection with the Program. Failure to comply with these Terms may result in your unenrollment from the Program and forfeiture of any future Participant Incentives. Enbridge reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms of your customer agreement with the Smart Thermostat Vendor. **Any false information provided within the context of the Program by you is a violation of these Terms and may result in the rejection of your application or your immediate unenrollment from the Program and forfeiture of any future Participant Incentives.**
2. **Program Period.** The Program commences on February 17, 2026, and expires on March 31, 2027 (the “**Program Period**”).
3. **Definitions.** In the context of these Terms,
 - (a) “**Demand Response Event**” means, in respect of a Demand Response Availability Window, the remote activation of the Participant’s existing Eligible Smart Thermostat to temporarily change its set-point in order to change the natural gas consumed by the Participant’s household
 - (b) “**Demand Response Availability Window**” means a time window typically between 4am and 10pm on non-holiday weekdays for a maximum of 4 hours at a time from December 1 to March 31 during the Program Period.
 - (c) “**Eligible Building Type**” means a single detached, semi-detached, row house, townhouse, mobile home on a permanent foundation, microbusiness with residential-sized heating, ventilation and air conditioning (HVAC) equipment, or a unit in a multi-unit residential building where the Participant has access to and control over a functioning Eligible Smart Thermostat.
 - (d) “**Eligible Smart Thermostat**” means a thermostat made available by the Smart Thermostat Vendor, which is on the Eligible Smart Thermostat List and which can be monitored and operated during the Program by the Smart Thermostat Vendor’s network operations center.
 - (e) “**Eligible Smart Thermostat List**” means the list of Smart Thermostats, as updated from time to time by Enbridge and published on the Program Website.
 - (f) “**EnergyHub**” means EnergyHub Canada ULC.
 - (g) “**Facility**” means the dwelling, building, premises, or part thereof, owned or occupied by the Participant in which the Eligible Smart Thermostat is installed for the purposes of Participant’s participation in the Program.
 - (h) “**Participant**” means an applicant who has been accepted into the Program.
 - (i) “**Participant Incentive**” or “**Participant Incentives**” means, collectively: (i) a one-time enrollment incentive of \$75, subject to Enbridge’s approval; (ii) a 2025/2026 seasonal incentive of \$20 for the customers that enroll by March 31, 2026 ; and (iii) a seasonal incentive of \$20 for the 2026/2027 Winter Period

(December 1, 2026 to March 31, 2027), provided the Participant continues to meet the eligibility criteria and participates in at least 50% of the total Demand Response Event hours during that Winter Period. Participants who consistently opt out of Demand Response Events (e.g., by overriding temperature setbacks or taking the Eligible Smart Thermostat offline during Demand Response Events hours) may be removed from the Program. Entitlement to, and payment of, Participant Incentives is subject to these Terms.

- (i) **“Program”** means the Enbridge Gas Sarnia Saves Thermostat Adjustment Program.
- (j) **“Program Eligibility Criteria”** means the eligibility criteria for participation in the Program (including in relation to participants, facilities, measures and costs) as set out in the Program Requirements.
- (k) **“Program Requirements”** means, collectively, the Enbridge Gas Sarnia Saves Thermostat Adjustment Program Requirements as set out herein, and any other terms and conditions governing the Program published on or accessible through the Program Website, as may be amended from time to time.
- (l) **“Program Website”** means the Program website at <https://greatergrid.com/enroll/programs/thermostats/enbridge-gas>
- (m) **“Service Provider”** means one or more service providers (and their respective affiliates) retained by the Enbridge to administer and deliver the Program on behalf of the Enbridge, including EnergyHub.
- (n) **“Smart Thermostat Vendor”** means the manufacturer of your existing Eligible Smart Thermostat.
- (o) **“Terms”** means these Participant Terms and Conditions.
- (p) **“Winter Period”** means the period between commencing on December 1 in a given calendar year and ending on March 31 in the following calendar year.

4. Assurances and Commitments by Participant.

- (a) In order to be eligible to participate in the Program, you and your Facility, as applicable, must satisfy the following minimum Program Requirements. You acknowledge and agree that meeting these minimum requirements does not guarantee that you will be accepted into the Program, nor does it guarantee that you will receive any Program Incentive or any other benefit under the Program or otherwise:
 - (i) you are a residential Enbridge natural gas customer with an active Enbridge account in good standing;
 - (ii) you reside in a Facility located in the Program area, which includes the City of Sarnia, Village of Point Edward, and Brights Grove (corresponding postal codes N7S, N7T, N7V, N7W, N7X, N0N 1C0 that are north of Hwy 25 and west of Hwy 26);
 - (iii) your Facility is heated with natural gas and controlled by an existing Eligible Smart Thermostat that is connected to the Smart Thermostat Vendor’s platform through a continuous Wi-Fi connection;
 - your Facility is an Eligible Building Type;
 - (iv) you are the account holder of the existing Eligible Smart Thermostat and maintain an active account in good standing;
 - (v) You have not received a Participant Incentive in respect of the same Eligible Smart Thermostat; and
 - (vi) you will at all times comply with these Terms.

- (b) You acknowledge and agree that Enbridge may subcontract any of its responsibilities under the Program to one or more Service Providers, including EnergyHub.
- (c) You represent and warrant that you have not received, or will not apply to receive, incentives through any other program in Ontario for demand response activities that overlap with those covered by the Program during the same season and calendar year in which you are a Participant in the Program. For clarity, Participants are eligible to participate in both the Program and the Peak Perks demand response program administered by the Independent Electricity System Operator.
- (d) You acknowledge and agree that: (i) you have independently assessed the risk of participating in the Program; and (ii) Enbridge and its Service Provider(s) make no representation or warranty, and assume no liability with respect to energy cost savings or other benefits, quality, safety, performance, fitness for a particular purpose or other aspect of any Eligible Smart Thermostat or Demand Response Event and expressly disclaim any such representation, warranty or liability.
- (e) You agree to participate in any surveys, studies, audits or other evaluations, measurement or verification activities conducted by Enbridge or its Service Providers in connection with the Program, including for the purpose of proper administration, monitoring and verification of these Terms or evaluation of the Program, and upon receiving reasonable notice will provide Enbridge, reasonable access to your records and premises, if applicable, for such purposes.

5. **Environmental Attributes.** You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relation to or in connection with the natural gas savings achieved through your participation in the Program, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the “**Environmental Attributes**”) are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favor of the Enbridge. Enbridge shall be entitled, unilaterally and without your consent to deal with such Environmental Attributes in any manner it determines. You further acknowledge and agree that Enbridge may direct you to take such actions and do all such things necessary to certify, obtain, quantify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for Enbridge. You shall comply with any such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that Enbridge, acting reasonably, has approved such cost in writing prior to the cost being incurred by you.

6. **Personal Information Collected and Used by Enbridge; Consent by Participant.**

- (a) You consent to Enbridge, its Service Provider(s), and Smart Thermostat Vendor collecting, using and disclosing your information (including personal information) in order to:
 - (i) administer the Program;
 - (ii) confirm your eligibility against the Program Eligibility Criteria;
 - (iii) report on the Program (including to third parties);

- (iv) communicate with you;
 - (v) evaluate the impact and effectiveness of the Program; and
 - (vi) develop insights to design, implement, and evaluate future energy efficiency and demand response programs in Ontario.
- (b) You consent to Enbridge and its Service Provider(s) sending you emails, text messages and other notifications related to the Program, including about your enrollment status and surveys about the Program.
- (c) You acknowledge and agree that information about you in respect of the Program is primarily collected by Enbridge directly from you, including during your participation in the Program, if you contact the Program by email sarniasaves@energyhub.com and during any evaluation, customer satisfaction surveys, and Enbridge led-research activities conducted by Enbridge and its Service Provider(s) in connection with the Program. Information collected directly from you may include, but is not limited to: your name; address; contact information; utility; availability of Wi-Fi; thermostat type and mode; and past participation and potential future interest in energy efficiency and demand side management programs.
- (d) If you contact the Program email address, Enbridge will collect the information you disclose so that it can respond to your questions and comments.

7. Disclosures to and Enbridge's Indirect Collections from Smart Thermostat Vendor

- (a) You consent to Enbridge or its Service Provider(s) disclosing information about you and your participation in the Program (including your name; address; opt-in and opt-out status; and control of thermostat) to your Smart Thermostat Vendor so that they can: (i) report to Enbridge or its Service Provider(s) on whether you have an Eligible Smart Thermostat that is enabled to provide demand response services; and (ii) signal to your Eligible Smart Thermostat to change its mode of operation, setpoint, or other settings, as applicable in response to a Demand Response Event; and (iii) provide information to Enbridge about the operation of your Eligible Smart Thermostat at any time during the Program Period, including but not limited to during Demand Response Events.
- (b) You consent to Enbridge indirectly collecting from your Smart Thermostat Vendor information about your Eligible Smart Thermostat and your participation in the Program, including information you provide when applying to the Program and information that allows Enbridge to understand the operation of your Eligible Smart Thermostat during a Demand Response Event, including whether you opted-out during the event and information related to the natural gas consumed by your heating system during the event ("**Program Data**"). Information that Enbridge may indirectly collect for these purposes includes the length of time your thermostat was set to participate in a Demand Response Event, HVAC runtime, estimated average baseline natural gas consumed by your heating equipment and estimated natural gas consumed by your heating equipment during the event.

8. Additional Privacy Disclosures and Notices

- (a) You acknowledge and agree that:
- (i) Enbridge will confirm that you are eligible to participate in the Program; and

- (ii) Enbridge may disclose information about you and your participation in the Program for regulatory or audit purposes or as otherwise permitted by law, including to the Minister of Energy and Mines, the Ontario Energy Board, Ontario Commissioner of the Environment, or the Government of Ontario (and their respective successor entities), and each of the foregoing's respective representatives.
- (b) Participants can contact sarniasaves@energyhub.com for Program inquiries.
- (c) All personal information collected, used and disclosed under this Program will be handled in accordance with Enbridge's Privacy Statement. If you would like to access, update or correct your personal information, or if you have any questions or concerns about Enbridge's privacy practices, and your personal information you may contact Enbridge by mail at:

Enbridge Gas Inc.
Attention: Privacy Officer
500 Consumers Rd, North York, ON M2J1P8
E-mail: privacy.office@enbridge.com

For information about Enbridge's general information practices, you may access Enbridge's Privacy Statement at [Privacy Statement | Enbridge Gas](#).

9. **Authorization of Smart Thermostat Vendor**

- (a) You authorize your Smart Thermostat Vendor(s) to (i) collect your Program Data; (ii) disclose your Program Data to Enbridge for the purposes described above; (iii) control your Eligible Smart Thermostat(s) during a Demand Response Event; and (iv) communicate with you electronically in respect of your participation in the Program. You acknowledge and agree that any Program-related adjustments to your Eligible Smart Thermostat(s), and any related collection of data by the Smart Thermostat Vendor(s), are subject to the terms and conditions of the Smart Thermostat Vendor, including the Smart Thermostat Vendor's privacy policy, that governs your purchase or use of the applicable Eligible Smart Thermostat.
- (b) You acknowledge and agree that Enbridge accepts no responsibility for and disclaims any liability for any act or omission of the Smart Thermostat Vendor, including any collection, use, disclosure or other processing of any personal information.

10. **Participant Incentives.** Without limiting any provision of these Terms, to be eligible to receive the Participant Incentives, you must be accepted in the Program as a Participant, your participation must not be withdrawn or terminated, and you must meet and continue to meet the Program Eligibility Criteria. Participant Incentives will be fulfilled by providing the Participant one or more promotional virtual Prepaid Mastercard cards. Promotional virtual Prepaid Mastercard cards typically take up to 60 days from the date of your acceptance into the Program or from the annual anniversary date of your acceptance into the Program, as the case may be, to be delivered and expire six (6) months from the date that they are sent to you.

11. **Program Period.** The Program will run for the Program Period (defined above). You may be automatically re-enrolled in subsequent Program Periods at Enbridge's discretion, subject to the then-current Terms for the Program. You may unenroll from the Program at any time.

12. **How to Unenroll.** Once you are accepted as a Participant in the Program, you may

unenroll from the Program by emailing sarniasaves@energyhub.com. By unenrolling from the Program, you may render yourself ineligible to receive the Participant Incentives.

13. **Termination.** Enbridge may terminate your participation in the Program and eligibility to receive any Participant Incentives at any time and without liability upon notice to you via email or if (a) you violate these Terms or applicable law, (b) you opt out of over 50% of Demand Response Events in a heating season by overriding temperature setbacks or taking your Eligible Smart Thermostat offline during a Demand Response Event, (c) Enbridge declares you ineligible for the Program, (d) your account with the Smart Thermostat Vendor is no longer in good standing, or (e) you do not maintain a continuous connection between your enrolled Eligible Smart Thermostat and the Smart Thermostat Vendor's platform. If you are enrolled in or subsequently enroll in an energy efficiency and conservation and demand management program that provides incentives that overlap with the incentives made available pursuant to the Program, Enbridge may terminate your participation in the Program without liability and without notice. The termination of your participation in the Program will not affect any payment obligations you may have for your Eligible Smart Thermostat or to the Smart Thermostat Vendor or any other person, and your customer agreement with the Smart Thermostat Vendor will remain in effect.
14. **Changes in Your Utility Costs.** Enbridge and its Service Provider(s) are not responsible for any changes in your utility costs resulting from participation in the Program.
15. **Information.** You represent, warrant and covenant to Enbridge that the information you provide to Enbridge or its Service Provider(s) during the enrollment process and the term of your participation in the Program is accurate and complete, and you agree to promptly notify Enbridge of any changes to your information.
16. **Disclaimer of Liability.** You acknowledge and agree that none of Enbridge, its affiliates, its Service Provider(s) or any of their respective officers, directors, agents, contractors or employees (collectively "**Representatives**") will be liable for any injury, damage or loss to persons or property, including without limitation any direct, indirect, special or consequential damages arising from or connected or related to: (a) the declaration of or your participation in a Demand Response Event; (b) adjustments to your Eligible Smart Thermostat in connection with a Demand Response Event or otherwise; (c) the assessment of your eligibility to participate in, or disqualification from, the Program; (d) the evaluation or verification of the Program; or (v) any actions, omissions, negligence or misconduct in any way related to the Program, and you hereby release Enbridge, its Service Provider(s) and their respective Representatives from and against any of the foregoing.
17. **Acceptance of Risk.** You acknowledge and agree that:
 - (a) your participation in the Program is based upon your own assessment of the Program and the implications of adjustments being made to your Eligible Smart Thermostat;
 - (b) Each of Enbridge and its Representatives make no representation or warranty, and assume no liability with respect to (and disclaim any liability in respect of): (i) any act or omission of your Smart Thermostat Vendor; (ii) any collection, use, disclosure or other processing of your information by your Smart Thermostat Vendor; (iii) energy cost savings and other benefits (or a failure to achieve any such savings or benefits) in connection with the Program; and (iv) any injury or damage that may result from participation in the Program.

Enbridge and its Representatives each disclaim all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any

implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose in connection with the Program.

18. General Conditions.

- (a) These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to applicable principles of conflicts of law. Any failure to enforce any term of these Terms shall not constitute a waiver of that provision.
- (b) If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect.
- (c) This agreement will enure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns.
- (d) This agreement may not be assigned by you to another person except with the prior written consent of Enbridge, which consent may be unreasonably withheld or delayed.
- (e) Enbridge and its Service Provider(s) are not responsible for the policies, actions, or inactions of others that might prevent the Participant from enrolling in, participating in, or claiming a Participant Incentives under the Program.
- (f) These Terms constitute the entire agreement between Enbridge and the Participant relating to the Program and supersede all other such prior or contemporaneous oral and written agreements and understandings.
- (g) Both you and Enbridge will comply, in all material respects, with all laws and regulations required to be complied with in the performance their respective obligations hereunder.
- (h) All provisions of these Terms which expressly or by their nature survive the termination of this agreement shall continue in full force and effect until they are satisfied or by their nature expire.

19. **Changes to the Terms.** Enbridge may modify these Terms at any time. Enbridge will notify you by email at the most current email address it has on record for you when it makes any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of the notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. Enbridge will also post the most current version of the Terms on its website specified below and you are encouraged to check this site frequently.

20. **Acceptance of Agreement.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and Enbridge.

21. **Additional Program Details.** Additional Program details are available through the Program Website. <https://greatergrid.com/enroll/programs/thermostats/enbridge-gas>

22. By signing these Terms, you acknowledge and agree that:

- (a) You have read, understand, and agree to the terms and conditions of these Terms.
- (b) Your acceptance of these Terms in accordance with section 20 does not guarantee that you are eligible to be a Participant in the Program or that you will receive any Participant Incentives or any other benefit under the Program.
- (c) You are providing your “express consent” (as that term is described in Canada’s Anti-Spam Legislation (CASL) and its associated regulations) for Enbridge (or its Service Providers on Enbridge’s behalf) to contact you at the most current email address it has on record for you for the purpose of receiving electronic communications regarding the Program . You may withdraw your consent at any time or if you have any questions, you may reach Enbridge at: sarniasaves@enbridge.com.