

Everything Energy 10% Cash Back Rewards Program Terms

- a) Cash Back Rewards is a rebate program operated by Everything Energy that provides an annual cash back rebate to participating customers. Customer participation in the Cash Back Rewards rebate program is subject to the following terms and conditions.
- b) The Cash Back Rewards rebate, which is paid annually, is based on the period beginning on the first day of the customer's first billing cycle after enrollment in the program and ending on the last day of the 12th month of service. On the first day of the customer's first billing cycle, the account will automatically be enrolled in the Cash Back Rewards program, and the customer will be eligible to receive a Cash Back Rewards rebate after 12 consecutive months of service. Residential customers will receive a rebate in the amount of ten percent [10%] of the energy charges billed by Everything Energy, excluding TDSP delivery charges, taxes and non-recurring fees and charges, rounded to the nearest dollar, after 12 months of service.
- c) For as long as the account is active, Everything Energy will continue to calculate the rebate and issue a Cash Back Rewards rebate check or cash equivalent gift card to the customer annually within sixty (60) days of the conclusion of the 12th month of active service. Active accounts will be automatically re-enrolled in the Cash Back Rewards program at the conclusion of the account's 12th month of active service.
- d) A Cash Back Rewards rebate may not be applied as a bill credit. The Cash Back Rewards rebate shall have no cash value until the rebate check or cash equivalent gift card is issued after the conclusion of the 12th month of service and the customer shall have no property rights or other legal interest in the Cash Back Rewards rebate until the rebate check or cash equivalent gift card is received. The customer may not assign, transfer or pledge a Cash Back Rewards rebate.
- e) Everything Energy may offer bonuses or other premiums to new Everything Energy customers. These bonuses are intended for persons who are not currently, and have not previously been, Everything Energy customers; therefore, unless otherwise stated, the customer is not eligible to receive these bonuses for any new Everything Energy account opened after the initial account is opened.
- f) Any tax liability relating to a Cash Back Rewards rebate is the sole responsibility of the customer.
- h) Everything Energy can make changes to the provisions of these Program Terms at any time. Everything Energy will notify the customer of any material change to the Program Terms in writing at least 14 days before any change to the Program Terms will take effect. The terms and conditions of the Cash Back Rewards rebate program may be modified or the Cash Back Rewards rebate program may be discontinued at any time without notice at the sole discretion of Everything Energy. In the event of termination of the Cash Back Rewards rebate program by Everything Energy, a customer whose account is active shall be eligible for a Cash Back Rewards rebate calculated on the portion of the customer's program prior to the cancellation of program. However, in the event that all or part of the Cash Back Rewards rebate program is found to be in violation of applicable law, then Everything Energy shall have no obligation for any rebates to customers.