

Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer Application Form



Please ensure you provide all the required information before submitting your application. All sections must be completed and submitted to Pacific Northern Gas to receive a purchase voucher. Incomplete applications will not be processed until all information has been received. (Please see Terms and Conditions for full details.)

1. Participant Information (Please print clearly. Retain a copy for your records.)			
PNG Account No:			
Participant's Legal Name:	Contact Name:	Title:	
Street Address:	Town/City:	Province:	Postal Code:
Email:	Contact Phone No.:		

2. Commercial Kitchen Information			
Building Address:	Town/City:	Province:	Postal Code:
Building Type: <input type="checkbox"/> Existing Structure <input type="checkbox"/> New Construction	Water Heat Type: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electricity <input type="checkbox"/> Other	Approx. Year Built:	Approx. Square Footage:
Business Type: <input type="checkbox"/> Food Service <input type="checkbox"/> Education <input type="checkbox"/> Food Service <input type="checkbox"/> Health <input type="checkbox"/> Retail <input type="checkbox"/> Hospitality / Lodging <input type="checkbox"/> Government <input type="checkbox"/> Other	Existing spray valve information: Manufacturer: Flow rate:	Number of replacement Pre-Rinse Spray Valves needed:	

3. Participant Declaration			
<p>I, the Participant declare that:</p> <ul style="list-style-type: none"> All of the information provided to PNG is true and correct to the best of my knowledge I have read, fully understand, and agree to abide by, the Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer Terms and Conditions. I am an eligible Participant as defined in the Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer Terms and Conditions. The Pre-Rinse Spray Valve(s) will be installed and operational once received. 			
<input type="checkbox"/> I agree to receive emails from PNG containing news, updates and promotions regarding PNG's products, services, programs and associated business opportunities. You may withdraw your consent to receive such emails from PNG at any time. Please refer to our Privacy Policy or call us at 1-800-667-2297 for more information.			
Participant's name (please print)	Participant's title	Participant's signature	Date (YYYY/MM/DD)
Send applications to: commercialrebates@png.ca		Questions? Call 1-800-667-2297 or Email savingenergy@png.ca	
Note: If you cannot forward your application documents via email please contact PNG at the above phone number to arrange an alternate method of delivery.			

Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer

Terms and Conditions

1. OVERVIEW

The Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer (the "Offer") offered by Pacific Northern Gas Ltd. and Pacific Northern Gas (N.E.) Ltd. (collectively "PNG") is designed to reduce natural gas consumption, greenhouse gas ("GHG") emissions and associated operating costs in commercial kitchens. A voucher is provided to qualifying participants (each a "Participant") to offset the cost of purchasing a high efficiency Pre-Rinse Spray Valve.

THE OFFER BEGINS MAY 1ST, 2018 AND ENDS ON THE DATE ON WHICH FUNDING AVAILABLE FOR THE OFFER HAS BEEN FULLY ALLOCATED.

2. DEFINITIONS

- 2.1. **Offer** means the Commercial Kitchen Efficient Pre-Rinse Spray Valve Offer offered by PNG.
- 2.2. **Participant** means a PNG customer who has applied to the Offer.
- 2.3. **Eligible Participant** means a Participant who meets all the requirements of section 3.
- 2.4. **Property Owner** means a legal person who holds registered title to the building or facility that is the subject of an application to the Offer. PNG, in its sole discretion may request the Property Owner to provide proof of such registered title.
- 2.5. **Long-term Lease Holder** means a legal person who occupies the building or facility that is subject of an application to the Offer, under a commercial lease with a term of 120 months or more, with an option to renew for at least a further 60 months, which lease will continue for at least 36 months prior to expiry at the time of the application.

3. ELIGIBILITY CRITERIA

- 3.1. Participants must receive natural gas or piped propane service from PNG under any rate schedule EXCEPT RS1;
- 3.2. Participants must be a property owner or long-term lease holder of an existing building;
- 3.3. The efficient Pre-Rinse Spray Valve must be replacing an existing standard spray valve; and
- 3.4. The building or facility where the efficient pre-rinse spray valve is to be installed must be located within the PNG service territories.

4. OFFER REBATES

- 4.1. The Offer does not include any additional rebate or incentive for labour or other equipment.

5. OFFER PROCESS

- 5.1. To receive a Pre-Rinse Spray Valve under the Offer, the Participant or the Participant's authorized agent must follow the following steps:
 - 5.1.1. Return a copy of the completed and signed application.
 - 5.1.2. Receive a voucher by email from PNG. Please allow approximately 4 week from receipt of completed application for your Pre-Rinse Spray Valve voucher to arrive.
 - 5.1.3. Redeem the voucher when purchasing the Pre-Rinse Spray Valve from Ecofitt and provide the shipping address.
 - 5.1.4. Receive and install the Pre-Rinse Spray Valve.
- 5.2. PNG is not responsible for lost, delayed, damaged, illegible or incomplete applications.
- 5.3. PNG reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Offer requirements.

6. ADDITIONAL TERMS AND CONDITIONS

- 6.1. PNG may amend, modify or terminate this Offer and these Terms and Conditions at any time based on funding limitations or for any other reason, without notice. PNG will honour any rebates earned to the date of termination.
- 6.2. THE PARTICIPANT DOES HEREBY INDEMNIFY AND SAVE HARMLESS PNG AND ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITY, DAMAGES, CLAIMS, DEMANDS, EXPENSES AND COSTS FOR CLAIMS, COSTS FOR INJURY OR DEATH OF ANY PERSON, DAMAGE TO OR DESTRUCTION OF PROPERTY, AND ALL ECONOMIC LOSS SUFFERED BY ANY PERSON ARISING FROM OR OCCURRING BY REASON OF THE OFFER, RECEIPT OF REBATE(S) OR ACTUAL OR ALLEGED PREPARATION OR INSTALLATION OR USE OF THE EFFICIENT PRE-RINSE SPRAY VALVE(S).
- 6.3. Vouchers cannot be assigned or transferred.
- 6.4. PNG reserves the right to limit the number of vouchers it provides under the Offer; vouchers will be issued on a first-come first-served basis.
- 6.5. The Participant does hereby agree to allow PNG to publish the Participant's business name, a general description of the project and resulting energy performance and payback period for the purpose of promoting the Offer. The Participant further agrees not to use the PNG name or any of its trademarks or logos without the express written consent of same, such approval not to be unreasonably withheld.

- 6.6. PNG's decisions relating to the Offer, including without limitation product acceptability, customer eligibility and amount of any rebates, shall be final and binding and not subject to appeal.

- 6.7. For the purposes of this Offer and these Terms and Conditions, "Participant Information" means all information disclosed by the Participant in any Offer application materials, as well as any data respecting billing, energy use and consumption, and, if applicable, relevant data and/or sub-metered gas data, at the building or facility which is the subject of application to the Offer. By applying for this Offer, the Participant acknowledges that and hereby consents to allow PNG to:

- 6.7.1. Collect and use the Participant Information for the purposes of processing, administering, and evaluating the Offer and developing other PNG energy-efficiency programs;
- 6.7.2. Contact the Participant in the future to review the effectiveness of the Offer, which may include surveys;
- 6.7.3. Retrieve the Participant's billing, energy use and consumption information from the PNG customer account database for a period beginning one year prior to the Participant's application to the Offer, and ending one year after the Participant's application to the Offer, for the purposes of analyzing consumption behavior and energy savings attributable to the Offer;
- 6.7.4. Disclose the Participant Information, Offer application, all supporting documentation, and any other information pertaining to the Offer application in the possession of PNG to an agent or service provider who will review and approve or decline the Offer application on behalf of PNG; and
- 6.7.5. Disclose Participant Information amongst PNG and evaluation service contractors for the purposes of administering and evaluating this Offer as described herein and developing other PNG energy-efficiency programs.

- 6.8. IN NO EVENT WILL PNG BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE OFFER.

- 6.9. THE PARTICIPANT AGREES TO WAIVE ANY RIGHT THE PARTICIPANT MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST PNG RELATED TO ANY CLAIM WHERE SUCH WAIVER IS PERMITTED. WHERE APPLICABLE, THE PARTICIPANT ALSO AGREES TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST PNG.

- 6.10. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and not invalidate or render unenforceable the remainder of these Terms and Conditions. In this event, such provision shall be changed and interpreted so as to best accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law.

- 6.11. The validity, interpretation, construction and performance of these Terms and Conditions shall be governed by the laws in force in the Province of British Columbia (without reference to any conflict of law principles that might result in the application of the laws of another jurisdiction). The competent courts in the Province of British Columbia shall have the exclusive jurisdiction over all disputes relating to these Terms and Conditions. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of such courts.

7. CONTACT INFORMATION

Any questions? Please contact us at the email and phone number below.

Email: savingenergy@png.ca

Toll-free: 1-800-667-2297

Please send completed applications to:

commercialrebates@png.ca

Note: If you cannot forward your application documents via email, please contact PNG at the phone number above to arrange an alternate method of delivery.