

## **City of Regina 2022 Retrofit Rebate Program**

### **OFFICIAL TERMS AND CONDITIONS**

#### **General**

1. The City of Regina (the "City") is conducting the City of Regina 2022 Retrofit Rebate Program (the "Program"). Using the form on the City's website, at Regina.ca, residents of Regina are invited to apply electronically or by paper application to receive a Program rebate of up to \$5,000 (the "Applicants").
2. By submitting an application to the Program, the Applicant agrees to release and hold harmless the City and its directors, employees, officers, agents and affiliates from any injury, loss or damage of any kind to persons or property, including but not limited to death, resulting in whole or in part, directly or indirectly, from the acceptance, receipt, possession, use or misuse of an awarded rebate, or participation in any Program activity, including any travel related thereto or participation in the Program.
3. The City reserves the right, in its sole discretion, to terminate or suspend the Program, or modify the Program terms and conditions at any time for any reason whatsoever.
4. The City shall not be held liable for any human or technical errors that may arise or occur in connection with the Program. The City assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, unauthorized access to, or alteration of the applications.
5. The City is not responsible for any technological issues that may result from the administration of the Program, including but not limited to issues with any telephone network or line, online computer system, server or provider, computer equipment, software, or failure of any e-mail or application to be received by the City.
6. The City reserves the right, in its sole discretion, to disqualify any Applicant who tampers with or attempts to tamper with the application process. ANY ATTEMPT TO UNDERMINE THE OPERATION OF THE PROGRAM, INCLUDING THE APPLICATION PROCESS, IS ILLEGAL. THE CITY RESERVES THE RIGHT TO SEEK LEGAL RECOURSE AGAINST ANY PERSON INVOLVED WITH UNDERMINING THE OPERATION OF THE PROGRAM, INCLUDING RESORT TO CRIMINAL PROSECUTION.
7. This Program is subject to all applicable federal, provincial, and municipal laws and regulations of the jurisdiction of Saskatchewan, Canada. The Applicant hereby irrevocably attorns to the exclusive jurisdiction of the courts of Saskatchewan for any action or legal proceeding related to the City's administration of the Program.
8. The City assumes no responsibility for any inaccurate or incorrect information the Applicant provides to the City, or that results, in any way, from the transmission, receipt or processing of applications.
9. The City will not sell or transmit any Program information to third parties except for the purposes of administering the Program or as otherwise required under law. Any inquiry concerning personal information held by the City should be addressed to the City at 306-777-7000.

10. All personal information collected is handled and maintained in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*.
11. The Applicant agrees that in the event they are selected to participate in the Program, their application information will be provided to the Federal government to validate their Greener Homes Grant Program GHGP.
12. All records relating to the Program shall be maintained and destroyed in accordance with the City's document retention policy as set out in Bylaw No. 2012-18 *The Records Retention and Disposal Schedules Bylaw, 2012*.

### **Eligibility**

13. Application for and participation in the Program is limited to:
  - (a) Individuals who are 18 years of age or older at the time of application;
  - (b) Residential property owners whose primary residence is located within the City-limits; and
  - (c) Individuals who have a Greener Home Grant Program GHGP **Application ID** for their primary residence.
14. The Program shall be limited to a maximum of eighty (80) persons.

### **How to Apply**

15. To apply for the Program, the Applicant must:
  - (a) Satisfy the eligibility criteria under section 13;
  - (b) Submit the tax ID and address for their primary residence;
  - (c) Submit their Greener Home Grant Program GHGP Application ID; and
  - (d) Submit a completed Retrofit Rebate Program application.
16. Applicants who fail to submit a completed application form will not be considered for the Program.
17. The application **deadline is June 30, 2022, at 12:01 p.m.** CST (the "Closing Date"). Paper applications must be received by the City no later than **June 30, 2022 at 12:01 p.m.**
18. By submitting a Program application, the Applicant agrees to:

- (a) accept and abide by the Program terms and conditions and all City decisions, including, without limitation, that the eligibility of entries are final and binding on the Applicant in all matters as they relate to this Program; and
  - (b) consent to the use of the Applicant's name without compensation in any publicity or advertising carried out in any medium worldwide by the City or its advertising or promotional agencies, without limitation or further notification.
- 19. Applications that, in the City's good faith judgment, violate the Program terms and conditions will be disqualified.
- 20. Entry into the Program is subject to all applicable federal, provincial, and local laws and regulations. The decisions of the City are final and binding in all matters related to this Program.
- 21. Only one application per address will be accepted.
- 22. The Greener Home Grant Program GHGP Application ID and tax ID must match the Application ID and tax ID used in the Program application.
- 23. All incomplete or non-conforming applications will be disqualified. The City is not responsible for applications that are incomplete or fail to conform to the terms and conditions of the Program.
- 24. All applications shall become the sole property of the City upon their receipt, regardless of whether they are complete, and will not be returned to the Applicants.
- 25. Any Applicant who chooses not to take part in the Program in the event their application is successful may indicate their desire to withdraw from the Program, at any time, by emailing [RenewableRegina@regina.ca](mailto:RenewableRegina@regina.ca) or by mailing the Queen Elizabeth II Court, 2476 Victoria Avenue, PO Box 1790, Regina, SK, Canada, S4P 3C8
- 26. By withdrawing from the Program, the Applicant acknowledges that they are forfeiting their right to participate in the Program. The Applicant further agrees that the City will not be held liable for any loss or expense incurred by the Applicant as a result of their decision to withdraw from the Program.

#### **Program Process to Determine Eligible Participants**

- 27. Once the Closing Date has elapsed, the City will verify the applications it has received to ensure they meet the Program requirements.
- 28. Applicants whose applications are approved will be eligible to participate in the Program, subject to paragraph 25.
- 29. If the Program is oversubscribed, all eligible Applicants will be entered into a selection process to determine which Applicants are admitted to the Program.
- 30. If necessary, the selection process will take place on Thursday, July 11, 2022 (the "Selection Date").

31. The selected Applicants will be notified of their admission into the Program by email or phone within one week of the Selection Date (the "Participants"). Unsuccessful Applicants will not be contacted by the City.
32. The likelihood of being selected in the event of an oversubscription selection process will depend on the number of eligible entries received by the Closing Date.

### **Program Completion Steps**

33. To complete the Program, Participants must complete the following steps within the required timeframe:
  - (a) Submit the Energuide pre-retrofit audit report documents no later than December 31, 2022;
  - (b) Complete the applicable home renovations to your primary residence;
  - (c) Submit the Energuide post-retrofit audit report documents **no later than November 15, 2023**;
  - (d) Submit proof of receiving the Greener Home Grant, and
  - (e) Submit all required receipts.
34. Additional details about the Program completion steps will be provided to Participants in a welcome package upon admission to the Program.
35. **The Program Completion Steps must be completed in their entirety no later than November 15, 2023.** The City reserves the right to disqualify any Participant who fails to submit the required documents within the required timeframe.

### **Rebate award**

36. Rebates will be awarded to Participants upon their successful completion of the Program.
37. The City will issue cheques to successful Participants by mail, to the addresses provided in their respective Applications. Participants must sign a self-declaration form prior to the funds being issued.
38. The rebate amounts issued to Participants upon their successful completion of the Program will match up to the grant amounts issued under the Greener Home Grant Program GHGP.
39. **Program rebates will not exceed the value of the Participant's Greener Homes Grant or the total cost of their retrofits, up to a maximum of five thousand dollars (\$5,000).**
40. All Program rebates issued are final and are not open to dispute or challenge.

### **Release**

41. Participants agree to sign and return the *Release and Statement of Eligibility Form* to the City within thirty (30) days of receiving notification of their eligible rebate. The *Release and Statement of Eligibility Form* will contain:
- (a) a section affirming eligibility and compliance with all Program terms and conditions; and
  - (b) a section releasing the City, its directors, employees, officers, agents and affiliates from all liability arising from or relating to the acceptance, receipt, possession, use or misuse of an awarded rebate, participation in any Program-related activity including any travel related thereto and/or participation in this Program.
42. If a Participant fails to submit the *Release and Statement of Eligibility Form* within the given time period, the City reserves the right to disqualify the Participant and draw another eligible Applicant for the purpose of providing a rebate. The City shall be fully and completely released and discharged from any liability or responsibility that may arise under these circumstances.

#### **Additional Program Terms and Conditions**

43. If a selected Applicant is not eligible or does not otherwise meet the Program terms and conditions, the City reserves the right to disqualify the Applicant and select another eligible Applicant for entrance into the Program. The City shall be fully and completely released and discharged from any liability or responsibility under these circumstances.
44. By applying to the Program, Participants agree that in the event they are disqualified, or a rebate is forfeited for any other reason, the City shall be fully and completely released and discharged from any liability or responsibility whatsoever. The City is not responsible for the failure, for any reason, of a Participant to receive notification of their disqualification.