



## CUSTOMER TERMS AND CONDITIONS AGREEMENT

The undersigned ("Customer") is purchasing or leasing a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) ("Vehicle") that qualifies for participation in the California Clean Fuel Reward Program<sup>1</sup> ("Program"). Customer hereby certifies as follows:

1. All personal and/or business information, as applicable, and Vehicle information submitted to the seller or lessor of the Vehicle (the "Retailer") is true and correct in all respects. If any information is discovered to be inaccurate, false, misleading, and/or fraudulent, Customer understands that Customer may owe the Retailer the amount of the Reward (as defined below) that was credited to the purchase or lease price of the Vehicle. Inaccurate, false, misleading, and/or fraudulent information may also subject Customer to civil or criminal penalties to the extent permitted by law. Customer acknowledges that Retailer or Maritz LLC, a Missouri limited liability company (the "Program Implementer") may request additional information from Customer to validate Customer's eligibility for the Reward.
2. Customer (a) if an individual, has an address in the State of California and at the time of purchase or lease, resides at the address provided to Retailer in the Vehicle purchase or lease documentation, or (b) if a legal entity, is a business that is located in the State of California and such business has a physical location at the address provided to Retailer in the Vehicle purchase or lease documentation.
3. The Vehicle is a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) that qualifies for participation in the Program.
4. Retailer has explained to Customer, and Customer understands, the amount and nature of the reward (the "Reward") that Customer will receive in connection with the Program for purchasing or leasing a qualifying Vehicle. The purchase or lease documentation discloses the full amount of the Reward and that the Reward has been subtracted from the final amount due from Customer for the purchase or lease of the Vehicle. Therefore, Customer agrees to allow Retailer to receive reimbursement of the Reward amount already credited to Customer in the purchase or lease documentation, and hereby assigns and transfers all of Customer's rights in the Reward to Retailer. Customer is responsible for paying all tax liability imposed as a result of the Reward, if any. None of Retailer, Program Implementer nor Southern California Edison Company (the "Program Administrator") is responsible for any taxes imposed on Customer as a result of the Reward, if any.

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<sup>1</sup> Cal. Code Regs. title 17, §§ 95480, *et seq.*



5. Customer agrees to register the Vehicle with the California Department of Motor Vehicles ("DMV") in Customer's name and with the address provided to Retailer.
6. Customer agrees to (a) allow Program Implementer to verify the vehicle identification number (VIN) and registration of the Vehicle with the DMV and/or the Vehicle manufacturer, (b) insure the Vehicle as required by the State of California (including the DMV), and (c) maintain the system and function of the Vehicle as a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) at all times.
7. If two individuals are jointly purchasing the Vehicle, Customer agrees that Customer will be the primary contact and sole applicant with respect to the Reward for this Vehicle purchase.
8. Customer agrees to allow Retailer to share the information Customer has provided to Retailer (including all personal information and Vehicle information contained in the Vehicle purchase or lease documentation) with Program Implementer, Program Administrator, and each of their respective employees, consultants, contractors, or agents. Any information provided in this Terms and Conditions Agreement (including all personal and business information, as applicable, and Vehicle information contained in the Vehicle purchase or lease documentation) may be used by Program Implementer and Program Administrator for any purpose related to the Program and may be made available to Customer's utility company ("EDU").

Public Disclosure of Information Relating to Customers of Publicly Owned Utilities.

If your electric provider is a public agency, some information you disclose to obtain a Clean Fuel Reward may be subject to public disclosure pursuant to a request under the California Public Records Act. Information that may be disclosed includes, but may not be limited to: name, address, electronic mail address (email), vehicle make, model, and model year, including battery capacity, Manufacturer's Suggested Retail Price, Vehicle Identification Number, Sales Date, Retailer purchased from, and the amount of the reward.

9. Customer directs Program Implementer to forward Customer's contact information and information about the Vehicle to Customer's EDU. This information is collected for program administration purposes, as well as on behalf of the Customer's EDU. Customer's EDU may use the information for any legally permissible purpose, which may include, without limitation, sending Customer surveys and emails about the Program, providing Customer with information on products, services, and programs that may be of interest to Customer, and disclosing the information as otherwise required by law or regulatory requirements. Customer hereby gives Program Implementer and Customer's EDU consent to use the provided information for these purposes. Customer confirms that Customer is an authorized user of the email account provided. Customer confirms that any such communication sent by Program Implementer or Customer's EDU is authorized by Customer and shall not be in violation of any "do not contact" list or other customer communication restriction, even if the email address or other information provided to Retailer is on such a list or subject to such restriction.
10. Customer acknowledges that neither Program Implementer nor Program Administrator, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the Vehicle complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the Program or (ii) the Vehicle, including, but not limited to, its performance, fitness for use, or safety.
11. Customer agrees to release, indemnify, and hold harmless Program Implementer, Program Administrator, and each of their respective officers, directors, shareholders, employees, consultants, contractors, and agents (collectively, the "indemnified parties") from and against all any and all losses, claims, damages, liabilities, causes of action, expenses, demands, and costs (including the fees, charges and disbursements of any counsel for any indemnified parties), whether based on contract, tort, or any other theory, whether brought by a third party or the Customer, arising out of, or in connection with or as a result of Customer's participation in the Program, including, without limitation, Customer's purchase or lease of the Vehicle or any other vehicles in association therewith.
12. If Customer is a legal entity, the individual executing this Terms and Conditions Agreement below has all requisite authority to enter into this Terms and Conditions Agreement on behalf of Customer.

13. If the entity purchasing or leasing the Vehicle is doing so for the purpose of immediately leasing or selling the Vehicle to an individual (such entity, a "Third-Party Broker" and such sale or lease, a "Third-Party Transaction"), the individual ultimately leasing or purchasing the Vehicle from the Third-Party Broker (the "Ultimate User") and the Third-Party Broker shall jointly be deemed the "Customer" for purposes of this Agreement, as applicable. For purposes of Sections 2(a), 5, 6, 8 and 9 of this Agreement, the Ultimate User shall be deemed the Customer, and the Ultimate User's (and not the Third-Party Broker's) information shall be used to validate Customer's eligibility for the Reward. Notwithstanding anything to the contrary in this Agreement, the Ultimate User and the Third-Party Broker acknowledge that the Reward will be applied by the Retailer to the final amount due from the Third-Party Broker for the purchase or lease of the Vehicle. The Third-Party Broker agrees that it will apply the full amount of the Reward as a credit on the Ultimate User's purchase or lease of the Vehicle, and the Ultimate User confirms and acknowledges that it has received the full economic benefit of the Reward from the Third Party-Broker. In a Third-Party Transaction, the Ultimate User acknowledges and agrees that none of the Retailer, the Program Implementer or the Program Administrator will apply the Reward directly to the Ultimate User's purchase or lease, and that the Ultimate User's only recourse for the Reward will be against the Third-Party Broker.

[Signature Pages Follow]



Information on the Program's privacy practices may be found at [cleanfuelreward.com/privacy-notice](https://cleanfuelreward.com/privacy-notice)

**By executing this Terms and Conditions Agreement, Customer hereby acknowledges that Customer has read and agrees to meet and follow the requirements and responsibilities for participation in the Program. In addition, Customer acknowledges that the purchase or lease documentation reflects the full amount of the Reward (possibly combined with other manufacturer or dealer rebates/incentives) and that the Reward has been subtracted from the final amount due from Customer for the purchase or lease of the vehicle.**

This Terms and Conditions Agreement may be executed with signatures delivered by telecopy or other electronic imaging means (e.g., PDF by email) and further, electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act. (including without as set forth at CA Civil Code Section 1633.1 et seq.)

**A copy of Customer's (or Authorized Representative's, as applicable) Driver's License or Passport must be obtained, scanned, and uploaded to the Program Website.**

**SAMPLE ONLY**

**SEE YOUR RETAILER FOR FINAL VERSION**

**TO SIGN AT TIME OF SALE**