

Terms and Conditions for the Smart Home Transformation Program Rider

Enrollment in the Spark Energy Smart Home Transformation Program (“Program”) is subject to the following terms and conditions.

THE PROGRAM. The “Program” is a benefits program offered by Spark Energy. All Program terms and conditions apply. Spark Energy may change the Program regulations at any time with or without notice. Program participants may be referred to individually as “you” or “your”.

- a. **Eligibility.** A residential customer in the Spark Energy service area (see Spark Energy Terms of Service) who has authorized Spark Energy to become its Energy Services supplier is eligible to participate in the Program. To remain enrolled in the Program, you must have an active Spark Energy account.
- b. **Program Enrollment.** Upon your authorization of the Spark Energy Terms of Service and acceptance of these terms and conditions for the Program, Spark Energy will submit a request to your local utility for enrollment in Energy Services. Upon confirmation of your enrollment in Energy Services, as determined by your local utility, Spark Energy may enroll you in the Program.
- c. **Rewards.** From time to time, Spark Energy may offer rewards or other benefits to Program participants. Benefits shall be subject to terms and conditions which shall be provided to participants at the time the benefit is awarded. Benefits and rewards are subject to change from time to time and may vary based upon the Services to which participants subscribe.
- d. **How it Works.** Upon successful enrollment in an electricity/natural gas Services plan with Spark Energy and acceptance by the applicable utility, Spark Energy will:
 - (i) Send a Welcome Kit to include a list of smart devices in multiple groups for the customer to review and consider;
 - (ii) 90-days after successful enrollment, customer will receive a text or email with a list of devices to make a selection.
 - (iii) Customer must confirm the mailing address and the device they select within 30 days of the text or email. Customer can confirm or verify via text or email. To ensure proper delivery, Customer must confirm mailing address and respond within 30 days upon receipt of text or email. If the Company does not receive a timely response, the device will not be mailed.
 - (iv) The selected smart device will be shipped to the Customer no later than 20 days after the confirmation response.
 - (v) 6 months after the 90-day text or email, Customer will receive another notification to select one (1) additional device. The number of devices available to Customers are based on the Contract Duration/Length in which Customer enrolled. If Customer enrolled in a twelve (12) months contract, Customer is eligible to select devices twice during the initial Contract Duration/Length. The Company reserves the right to offer longer Contract term periods, device selection will be applied according to each offer terms.
 - (vi) For any successive notice to select one (1) additional device, Customer must confirm or verify via text or email the device they selected within 30 days. If the Company does not receive a timely response, the device will not be mailed.
 - (vii) The selected smart device will be shipped to the customer no later than 20 days after the confirmation response.
 - (viii) Customers are eligible to select devices during the initial Contract Duration/Length. Upon expiration of the initial term, the Program benefits terminates unless Customer contact the Company to enroll in another Smart Home Transformation plan, if offered.
- e. **CHANGES TO THE PROGRAM.** Spark Energy may modify, restrict, change, or discontinue the Program at any time. Changes may include but are not limited to the type and frequency of benefits offered and expanding or limiting Program eligibility.
- f. **TERMINATION.** If you no longer satisfy the eligibility requirements set forth above, Spark Energy may suspend or terminate your participation in the Program. Spark Energy also reserves the right to terminate the Program in its entirety or modify Program eligibility requirements in its sole discretion without compensation to any participants in the Program. If Spark Energy suspends or terminates your Program participation for any reason or terminates the Program, you may not receive any benefit that is not fully redeemed as of the suspension or termination date.
- g. **COMMUNICATION WITH PROGRAM PARTICIPANTS.** Spark Energy may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. Spark Energy may make electronic

communications to you, including electronic mail. All electronic communications from Spark Energy to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five (5) days from the date of posting or dissemination. You may update your contact information by contacting customer service at the phone number listed below.

- h. **DISCLAIMERS AND LIMITATIONS.** Benefits may be provided by a variety of merchants or manufacturers. Spark Energy is not responsible to you for the quality or performance of the benefits, or the products or merchandise provided or obtained as a benefit. You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other benefits provider. Spark Energy makes no guarantee, warranty, or representation of any kind, express or implied, with respect to the benefits, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Spark Energy is not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the benefits, any products or merchandise purchased or obtained with the benefits, or otherwise in connection with the Program. Further, Spark Energy is not responsible for merchants, manufacturers, or other benefits providers that discontinue or cancel a benefit due to bankruptcy or for any other reason. Spark Energy does not make any representation or endorsement of any benefit, merchant, or other provider of a benefit in connection with the Program. You hereby release and hold Spark Energy and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of the benefits. Any benefit offered under the Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, neither Spark Energy nor its affiliates shall have any liability to you in connection with the Program. You are solely responsible for the payment of any expense associated with ensuring the functionality of benefits including internet service, subscriptions services, certain home fixtures, or other functionality requirements.
- i. **PRIVACY.** All information collected in connection with the Program is subject to the Spark Energy privacy policy, which can be found at: <https://sparkenergy.com/privacy-policy/>.