

Manufactured Homes Retailer Display Home Promotion

Manufactured home retailers order display homes with carefully considered finishes and option packages to make them attractive to their shoppers. Many buyers order their homes with features and finishes identical or very similar to the display homes on the retailer's lot. If a retailer's display homes include the NEEM+ option, many buyers will likely opt for NEEM+ options. Under this Promotion, Northwest Energy Efficiency Alliance (NEEA), in coordination with Northwest Energy Works, will provide a retailer with a \$2,000 payment if a NEEM+ display home is ordered and displayed during the 2020 promotion period, if the promotion requirements are met.

HOW IT WORKS.

1. **Eligibility:** If an authorized representative of an eligible manufactured homes retailer orders one (1) to two (2) **ENERGY STAR with NEEM+ manufactured homes** for display on its premises between August 1, 2020 and December 31, 2020, you may be eligible to receive a payment of \$2,000 per home.
2. **Verification:** After completing a qualifying purchase and receiving the NEEM+ manufactured home, there will be two options to verify the completion and receipt of the home:
 - a. An eligible retailer must take and submit photographs of the NEEM+ manufactured home displayed on eligible retailer's premises and the NEEM+ promotional materials installed inside; or
 - b. An alternative method of verification as coordinated with and approved by NEW and NEEA.
3. **Incentives:** There are limited incentive funds available for this promotion; each eligible retailer will only earn a \$2,000 incentive payment per home for up to a maximum of two (2) homes if sufficient funds are available. Incentive payments will be reserved upon NEW's receipt of a copy of the NEEM+ display home's purchase order. Incentive payments will be made after successful verification of home installation on eligible retailer's premises, along with receipt and verification of all other required information.

PROMOTION TERMS AND CONDITIONS.

Northwest Energy Efficiency Alliance, Inc. ("NEEA") is offering you, an eligible retailer, the opportunity to earn a \$2,000 incentive payment for selling manufactured homes (the "Promotion") that are certified by the Northwest Energy Efficient Manufactured Housing Program ("NEEM Program") and branded as ENERGY STAR with NEEM+. The following Terms and Conditions (the "Terms") detail the rules and eligibility for the Promotion.

BINDING AGREEMENT.

By participating in the Promotion, you are bound by these Terms and indicate your agreement to them. All of NEEA's decisions are final and binding. The Promotion is void where it is prohibited by applicable law.

PROMOTION TERM.

The Promotion starts at 12:01 AM PST on August 1, 2020 and ends at 11:59 PM PST on December 31, 2020 (the "Promotion Term").

PRIVACY.

As part of this Promotion, a representative of an Eligible Retailer (defined in the "Eligibility" section below) may be required to submit information to NEEA or NEEA's Contractor, Northwest Energy Works ("NEW"), including the name and contact information of their employer, copy of home purchase order(s), and photographs of manufactured home(s) and promotional materials situated on their

premises. Any personal information collected, processed and used as part of the Promotion will be used in accordance with NEEA's Privacy Policy, which is available at: <http://neea.org/privacy-and-terms-of-service>.

ELIGIBILITY.

A manufactured homes retailer that sells ENERGY STAR with NEEM+ manufactured homes and has at least one (1) physical retail location in Idaho, Montana, Oregon, or Washington (or a representative thereof) that participates in the Promotion is called an "Eligible Retailer". To be "eligible" for this Promotion, the representative of the Eligible Retailer must: 1) be a legal resident of Idaho, Montana, Oregon, or Washington, 2) be at least eighteen (18) years old by August 1, 2020, 3) be employed with an Eligible Retailer, and 4) be authorized to make display home purchase decisions on behalf of the Eligible Retailer.

Employees of NEEA, its funders or any of its affiliates or promotional agencies are not eligible. If you do not meet any of these requirements, or any other eligibility requirements in these terms, you are not eligible to participate, and NEEA reserves the right not to award an Incentive Payment to you. All applicable federal, state and local laws and regulations apply.

HOW TO PARTICIPATE.

To participate in the Promotion, an Eligible Retailer must purchase a Qualifying Home and display it at an Eligible Retail Location during the Promotion Term. A "Qualifying Home" is an ENERGY STAR with NEEM+ manufactured home, certified by the NEEM program administered by NEW. An "Eligible Retail Location" is a physical business premises in Idaho, Montana, Oregon or Washington that is owned and operated by an Eligible Retailer.

An Eligible Retailer may be eligible to receive a \$2,000 incentive payment per Qualifying Home ("Incentive Payment") if, during the Promotion Term, Eligible Retailer:

- purchases a Qualifying Home, and the order details for the Qualifying Home are entered by the factory producing the Qualified Home into the NEEM program certification database ("Database");
- submits a copy of the Qualifying Home's purchase order to NEW at info@neemhomes.com; and
- displays the Qualifying Home at an Eligible Retail Location; and
- installs NEEM program promotional materials, supplied by NEW, in the Qualifying Home; and
- completes verification in one of two ways:
 -)
 - Submits the following to NEW at info@neemhomes.com (i) photographs showing the Qualifying Home at the Eligible Retail Location and the NEEM promotional materials displayed inside the displayed Qualifying Home, (ii) the name of the Eligible Retailer, (iii) the location of the Eligible Retail Location at which the Qualifying Home is being displayed, and (iv) the factory serial number of the Qualifying Home ("Required Information"); or
 - Eligible Retailer facilitates other method of verification as coordinated with and approved by NEW and NEEA.

All requirements detailed in the paragraph and list immediately preceding this sentence are collectively referred to as the "Promotion Requirements".

An Eligible Retailer cannot earn more than two (2) Incentive Payments in total. There are limited incentive funds available for this Promotion; Eligible Retailers will only earn an Incentive Payment while Promotion funds are available at the time the Eligible Retailer earns the Incentive Payment. Any Incentive Payments earned by the Eligible Retailer will be mailed or delivered to Eligible Retailer by NEW

within ninety (90) days after all Promotion Requirements are met. **An Incentive Payment will be reserved upon NEW's receipt of a copy of NEEM+ display home purchase order from an Eligible Retailer, so long as Promotion funds are available. Incentive Payments will be paid out based upon the order in which the Eligible Retailers meet all Promotion Requirements.**

NEEA and/or NEW may delay an Incentive Payment for the purposes of investigation. NEEA may also refuse to accept and process any transaction NEEA deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms, or believes will impose potential liability on NEEA, its funders, affiliates or any of their respective officers, directors, employees, representatives and agents. All of NEEA's decisions are final and binding, including decisions as to whether a sale of a Qualifying Home meets the Promotion Requirements or whether an Incentive Payment should be awarded to an Eligible Retailer.

TAXES & RESTRICTIONS.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY INCENTIVE PAYMENTS ARE THE SOLE RESPONSIBILITY OF THE RECIPIENT. All Incentive Payments will be awarded if all eligibility requirements and Promotion Requirements are met. NEEA is not responsible for cancellation or preemption of the Incentive Payments or for other circumstances that make it impractical or impossible to remit the Incentive Payments. Eligible Retailer is required to claim the value of the Incentive Payment through the appropriate federal, state and local tax process.

No Eligible Retailer, or representative thereof, may use the Promotion to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Promotion. An Eligible Retailer cannot earn more than two (2) Incentive Payments. In addition, Eligible Retailer, or a representative thereof, may not (i) tamper with the Promotion, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Promotion.

NEEA reserves the right, in its sole and absolute discretion, to disqualify any Qualifying Home purchases made by Eligible Retailer that are inappropriate, invalid, or ineligible for any reason. NEEA may remove invalid Qualifying Home purchases made by Eligible Retailer from the Promotion at its own discretion.

LIABILITY.

YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NEEA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Promotion, you agree to defend, indemnify, release and hold harmless NEEA and its funders, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Promotion (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Promotion (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Promotion. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Promotion. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-

governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control.

DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROMOTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT NEEA EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROMOTION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT (i) THE PROMOTION WILL MEET YOUR REQUIREMENTS, (ii) THE PROMOTION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROMOTION WILL MEET YOUR EXPECTATIONS, AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROMOTION IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

MISCELLANEOUS.

All claims arising out of this Promotion or these Terms and disputes not settled between the parties shall be settled by binding arbitration in accordance with the then effective rules of the Arbitration Service of Portland, Inc. Any arbitration hearing will be held in Portland, Oregon. Subject to the Arbitration provisions of these Terms, the parties irrevocably submit to the exclusive jurisdiction of the Multnomah County Circuit Court or the United States District Court in Portland, Oregon, over any suit, action or proceeding arising out of or relating to this Promotion or these Terms, and confirm that such court shall have personal jurisdiction over the parties.

NEEA reserves the right to cancel, modify or terminate the Promotion at any time for any reason in its sole discretion. NEEA reserves the right to disqualify any Eligible Retailer at any time from participation in the Promotion if any of these Terms are not met or complied with.

CONTACT.

To submit all Required Information, or any questions or comments regarding the Promotion, contact NEEA's Contractor, NEW by: calling (888) 370-3277; emailing info@neemhomes.com with the subject line "Display Home Promotion"; or mailing feedback to the U.S. mail to the address listed below:

Northwest Energy Works, Inc.
Attn: Display Home Promotion
PO Box 341
Corvallis, Oregon 97339

To submit any legal questions, comments, or notices regarding these Terms, or to request a copy of these rules, call (503) 688-5417, email legal@neea.org with the subject line "Display Home Promotion", or send feedback by U.S. mail to the address listed below:

Northwest Energy Efficiency Alliance, Inc. (NEEA)
Attn: Display Home Promotion
421 SW 6th Ave, Suite 600
Portland, Oregon 97204