

Elizabethtown Gas

Natural Gas Conversion Incentive Program Instructions, Terms and Conditions
Natural gas service contracts signed and submitted between March 1, 2024 and June 30, 2024.
Program period ending August 31, 2024 (the "Rebate Program").

A. CUSTOMERS – TO QUALIFY FOR YOUR REBATE:

1. You must purchase and install no later than August 31, 2024, a qualifying natural gas appliance (stove, oven, dryer, fireplace, or generator), in a home that has entered into a new natural gas service contract between March 1, 2024 and June 30, 2024 and will be provided with natural gas directly from Elizabethtown Gas (ETG).
2. You must not have an existing ETG account.
3. All receipts for which rebates are sought must be received prior to August 31, 2024.

Please note that high-efficiency natural gas equipment eligible for the Energy Efficiency ("EE") HVAC & Water Heater Rebate Program is **expressly excluded** from this offer. The Natural Gas Conversion Incentive Program will only offer rebates for natural gas stoves, ovens, generators, fireplaces, and dryers; these appliances need not be designated as "high-efficiency" in order to qualify for the Natural Gas Conversion Incentive Program. Your household may still be eligible for a rebate for the purchase and installation of HVAC and water heater systems under the EE HVAC & Water Heater Rebate Program. Please visit www.etgsaveenergy.com for more information about the EE HVAC & Water Heater Rebate Program. Depending on the purchases you make, you may qualify for both the Natural Gas Conversion Incentive Program and the EE HVAC & Water Heater Rebate Program, but you must follow the rebate process, terms and conditions for the appropriate program for each piece of equipment for which a rebate is sought. **YOU MAY NOT RECEIVE REBATES FOR EE HVAC & WATER HEATER REBATE PROGRAM ELIGIBLE EQUIPMENT UNDER THIS NATURAL GAS CONVERSION INCENTIVE PROGRAM.**

ETG RESERVES THE RIGHT, WITH THE APPROVAL OF THE STATE OF NEW JERSEY, BOARD OF PUBLIC UTILITIES, TO TERMINATE, MODIFY, SUSPEND OR EXTEND THIS REBATE PROGRAM. THIS REBATE PROGRAM WILL END ONCE THE FUNDING APPROVED FOR IT HAS BEEN EXHAUSTED, WHICH MEANS THAT IT MAY END PRIOR TO AUGUST 31, 2024. IT IS THEREFORE IN YOUR INTEREST TO SUBMIT RECEIPTS FOR REBATE AS EARLY AS POSSIBLE.

You must provide a copy of a paid receipt for the purchase and installation of a qualifying natural gas appliance in order to be eligible for the rebate. You may submit your receipt(s) by mail or by email to:

Mail:

Elizabethtown Gas
ATTN: Sales Department
520 Green Lane
Union, NJ 07083

Email:

GasRebateETG@sjindustries.com

Please direct any questions about the Rebate Program to GasRebateETG@sjindustries.com

B. IMPORTANT TERMS AND CONDITIONS

1. Customer's account must be residential.
2. Installations of qualifying natural gas appliances must occur at the customer's home which has entered into a new natural gas service contract in accordance with the instructions detailed in Section A.
3. Invoices must show proof of purchase date and charges paid. ETG reserves the right to request proof of purchase including credit card receipt or statements showing charges paid.
4. All offers are subject to available funding. ETG RESERVES THE RIGHT, WITH THE APPROVAL OF THE STATE OF NEW JERSEY, BOARD OF PUBLIC UTILITIES, TO TERMINATE, MODIFY, SUSPEND OR EXTEND THIS REBATE PROGRAM.
5. Rebate submissions are valid for qualifying natural gas appliances purchased and installed between March 1, 2024, and August 31, 2024.
6. All receipts for which rebates are sought must be received prior to August 31, 2024.
7. Equipment installations in newly constructed homes are not eligible for this program.
8. It is the responsibility of the customer to ensure all requirements for the rebate are met and all required documentation is provided to ETG.
9. Rebate payments will be issued based on the equipment purchase date.
10. Failure to provide any of the required information will prevent processing of the customer's rebate.
11. It may take up to 90 days from the date ETG receives all required information to process the customer's rebate.
12. ETG reserves the right to verify all installations in order to ensure compliance with all Rebate Program requirements before issuing the rebate. Such verification will be conducted at a time convenient to the customer. Misrepresentation of installation location or appliance eligibility may result in forfeiture of the rebate.
13. Rebate Program procedures, requirements and rebate levels are subject to change or cancellation without notice.
14. ETG provides no oversight or control over any contractor services related to the Rebate Program. Responsibility for proper installation, as well as delivery and workmanship related to any equipment or services the customer procures rests exclusively with the contractor selected by the customer. ETG assumes no responsibility for oversight of contractor services.
15. One rebate check will be issued per household to the applying customer. Proof of purchase and installation of multiple qualifying appliances may be submitted, provided that the purchase, installation, and submission conform with all other applicable Terms and Conditions. The total rebate issued per household shall not exceed \$1,500.
16. ETG audits its Rebate Program as a protection against consumer and/or contractor fraud. Any attempt to defraud ETG will result in automatic rejection of your rebate and possible legal action.
17. Installations must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
18. The customer is urged to seek appropriate professional advice concerning any tax liabilities that could be associated with the receipt of the rebate.
19. Subject to applicable law, by participating in the Rebate Program, the customer agrees to release, discharge, and hold harmless ETG, along with ETG's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "Claim"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "Loss"), relating to or arising directly or indirectly out of his or her participation in the Rebate Program,

and/or from customer's purchase, installation, use, or misuse of any qualifying natural gas appliance, no matter how such Claim or Loss arises.

20. IN NO EVENT WILL ETG, AND/OR ETG'S PARENTS, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH ETG, THE "REBATE PROVIDER PARTIES"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY CUSTOMER'S PARTICIPATION IN THE REBATE PROGRAM, THESE TERMS AND CONDITIONS, AND/OR ANY CUSTOMER'S PURCHASE, INSTALLATION, USE, OR MISUSE OF ANY QUALIFYING NATURAL GAS APPLIANCE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY REBATE PROVIDER PARTY HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. REBATE PROVIDER PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY CUSTOMER'S PARTICIPATION IN THE REBATE PROGRAM AND/OR THESE TERMS AND CONDITIONS SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
21. The customer acknowledges and agrees as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way from the Rebate Program shall be resolved solely on an individual basis (i.e., **class actions suits are hereby waived by the customer**), and exclusively by the state or federal courts situated in New Jersey; (2) that the laws of the state of New Jersey shall govern, without regard to its conflict of laws principles; and (3) that **the customer hereby waives any right to a trial by jury**.

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS CONCERNING THIS REBATE PROGRAM. I hereby grant to Elizabethtown Gas and its employees and agents reasonable access to my property during normal business hours to inspect the installation of the qualifying natural gas appliance(s) that is/are the subject of this rebate program. Further, I understand and agree to comply with all the terms and conditions of this rebate program.

Customer Name: _____

Customer Service Address: _____

Customer Mailing Address (if different from above): _____

Customer Signature: _____

Date: _____

REMINDER: Please submit a paid receipt for the purchase and installation of a qualifying natural gas appliance with this form.