

**GREEN MOUNTAIN ENERGY COMPANY
PLANET FRIENDLY PERKS TERMS AND CONDITIONS
FOR PARTICIPATING COMMERCIAL CUSTOMERS**

These Terms and Conditions set forth the conditions under which a Green Mountain Energy Company (“Green Mountain”) commercial electricity customer may participate in the Green Mountain Planet Friendly Perks. By selecting “Accept” below, you agree to be bound by these Terms and Conditions.

1. Introduction.

- a. The Planet Friendly Perks is provided as a free benefit to Green Mountain’s commercial and residential customers who purchase electricity from Green Mountain on a 100% renewable plan. Green Mountain may modify or discontinue the Planet Friendly Perks program at any time.
- b. Subject to these Terms and Conditions, commercial customers of Green Mountain (“Participants”) may post on the Planet Friendly Perks, promotional offers for their products and services, and residential and other commercial customers of Green Mountain may access those promotional offers and redeem them with the offering Participant.

2. Customer Eligibility to Appear on Planet Friendly Perks

- a. A commercial customer (“Participant”) will only be displayed on the Planet Friendly Perks website when they are actively served by Green Mountain under a 100% renewable electricity service agreement having a term of 12 months or longer.
- b. Participant’s having an electricity service agreement with a future start date will not be displayed on the Planet Friendly Perks website until after that start date, subject to the provisions regarding promotion submission and approval as set forth in these Terms and Conditions.
- c. Participant’s whose electricity service agreement with Green Mountain has expired will be removed from the Planet Friendly Perks website upon the expiration of the Initial Term of their electricity service agreement. Participants must continue to honor their promotions presented by residential customers after that removal, through the expiration date of the offer.
- d. Inclusion on the Planet Friendly Perks is not an endorsement of the marketplace participants or their products or services.

3. Submitting promotions.

- a. All promotions must be submitted on-line through Green Mountain’s Planet Friendly Perks portal enrollment form.
- b. All promotion submissions must meet Green Mountain’s prescribed character limits and include all information required by the Planet Friendly Perks portal.

- c. Participant is responsible for completing the online submission form via a link provided to each Participant by Green Mountain. Participant is responsible for all aspects of the content it includes in the submission profile for its promotions. All submissions will be deemed to be accurate and complete and having Participant's approval for posting to the Planet Friendly Perks website. Green Mountain has no responsibility to review or alter Participant's submissions in any way. However, Green Mountain reserves the right to correct simple spelling or grammatical errors identified during its processing of submissions.
- d. Green Mountain in its discretion may reject any submissions that it deems unsuitable. In those instances, Green Mountain will request changes to the submission to address errors or content that Green Mountain deems is not suitable for posting.
- e. Green Mountain in its discretion may reject any submissions that it deems to be inappropriate or offensive, or that do not abide by Green Mountain's core values.
- f. A Participant may revise its Planet Friendly Perks promotional offer by submitting a new enrollment form. Participant may not submit more than one promotion each calendar quarter.
- g. Participant should allow 60 days for submitted promotions to be posted to the Planet Friendly Perks website.
- h. Participant authorizes Green Mountain to use Participant's name, logos and trademarks for the purpose of posting Participant's profile and promotions on the Planet Friendly Perks. Green Mountain may provide Participant with approved Planet Friendly Perks branded materials and collateral. Except as provided by Green Mountain, Participant may not use Green Mountain's name, logos and trademarks for any purpose without the prior written consent of Green Mountain.

4. Promotion Fulfillment

- a. GME has no liability, financial or otherwise, for any negative impact Participant may incur as a result of its promotion offered through the Planet Friendly Perks. Participant is responsible for providing a promotional offer that is suitable to its business.
- b. Participant is obligated to honor its Planet Friendly Perks promotions through the later of their stated expiration date or the date the promotion is deleted from the Planet Friendly Perks. Failure to do so will result in removal from the Planet Friendly Perks.
- c. Participant's promotional offer will be available online through the Planet Friendly Perks website until the date Participant asks Green Mountain to remove it. If a removal date is not included in the promotion submission criteria, Participant should allow 60 days for the promotion to be removed after submitting a request for removal.

- d. Participant's promotion must be honored in accordance with the terms and conditions of the promotional offer as stated on the Planet Friendly Perks, regardless of the number of residential customers seeking to redeem the offer.
- e. Promotional offers may only be redeemed by residential electricity customers of Green Mountain that provide a digital or hard copy of the offer prior to the expiration date of the offer.

5. No Representations or Warranties.

- a. Green Mountain does not warrant or guarantee the number of residential customers that may try to redeem Participant's promotional offer.
- b. Green Mountain makes no representations or warranties of any kind with respect to Planet Friendly Perks Participants or the customers that may seek to redeem the promotional offers. Green Mountain does not warrant or guarantee that all persons seeking to redeem the promotional offers are Green Mountain customers.

Preliminary list of provisions to be included in T&C for Planet Friendly Perks page that RESIDENTIAL CUSTOMERS will see

1. Green Mountain makes no representations or warranties of any kind with respect to Planet Friendly Perks Participants
2. Green Mountain disclaims any affiliation with the businesses Planet Friendly Perks Participants and disclaimer any and all warranties for any of the products or services being offered in the marketplace?
3. Only residential electricity customers of Green Mountain Energy Company are eligible for this program.
4. Green Mountain Energy Company is not affiliated with the companies offering promotions on the GME Planet Friendly Perks. Green Mountain Energy Company makes no additional representations or warranties of any kind with respect to the products or services offered by the companies participating in the Green Mountain Planet Friendly Perks. Other terms and conditions may apply. See Planet Friendly Perks Participants' offers for details
5. Green Mountain reserves the right to discontinue listing any or all Planet Friendly Perks offers without notice.
6. © 2018 Green Mountain Energy Company All rights reserved.
7. When you visit the GME website and log into your account you will be identified as a GME customer and will be able to view the Planet Friendly Perks offers.