

# TERMS AND CONDITIONS

## City of Palo Alto Utilities Heat Pump Water Heater Giveaway Program

The City of Palo Alto Utilities (CPAU) is sponsoring a Heat Pump Water Heater (HPWH) Giveaway Program ("Program") for CPAU account holders who install a residential HPWH within CPAU service territory. Please review these Terms & Conditions prior to signing up for the Program. For additional details, visit [paloalto.gov/switch](http://paloalto.gov/switch) or call (650) 713-3411.

1. **ELIGIBILITY.** The Program is open to all current residents of the City of Palo Alto with a CPAU account who are at least 18 years of age (Participant). All Participants may only enter the Program once and only one entry is allowed per household. Employees of the City of Palo Alto and their immediate families are ineligible and cannot participate in the Program. Commercial and multi-family property owners are ineligible and cannot participate in the Program.
2. **DATES OF PROGRAM.** Entries for the Program will be accepted from April 21, 2025, to June 30, 2025 ("Program Dates"). No entries will be accepted for HPWH installations completed prior to the start of the Program. No entries will be accepted from Participants who have signed a contract or purchased a HPWH prior to the start of the program.
3. **METHODS OF ENTRY.** No purchase is necessary for entry into the Program. Eligible Participants may apply for the Program through an online application, which can be found at the following web address: [paloalto.gov/switch](http://paloalto.gov/switch). Participants who enter online must provide CPAU a copy of a contract for installation of a HPWH during the Program Dates or proof of purchase for a HPWH during the Program Dates. Participants may alternatively enter the Program at no cost to the Participant by submitting a hard copy application, which can be found online or at the following address:

Attention: HPWH Giveaway Contest  
City Hall  
250 Hamilton Ave  
Palo Alto, CA 94301

Completed hard copy applications must either be mailed to CPAU or physically returned to a CPAU representative at the above address. All mailed-in applications must be received by June 21, 2025, to be considered valid. Participant must acknowledge and agree to these Terms and Conditions prior to entry.

4. **INSUFFICIENT APPLICATIONS.** At its discretion, CPAU reserves the right to reject any entry application that is incomplete or fails to meet the Program requirements. All applications must contain the Participant's name, email, phone number, and address.
5. **ODDS.** Odds of winning depend on number of Participants in the Program. Odds of winning do not change based on method of entry. All Participants will have an equal chance of winning the Prize.
6. **PRIZE.** CPAU will provide one (1) winner a prize covering the actual costs of one (1) HPWH installation, not to exceed fifteen thousand dollars (\$15,000). Upon customer request, prize funds can include offered warranties. The prize will be given as a check upon proof of installation, proof of cost, and final permit approval by CPAU. If the Participant chooses to use CPAU's Full-Service HPWH program or the Emergency Water Heater Replacement program, all program incentives will be deducted from the prize amount.
7. **REQUIRED REBATE PROGRAM.** All Participants must receive a HPWH rebate to be eligible for prize funds. Participants using CPAU's Full-Service HPWH program or the

Emergency Water Heater Replacement program will automatically have the rebate applied to their installation invoice. All other participants must apply for a HPWH rebate at <https://cpau.gorockrabbit.net/home> . Up to three thousand five hundred dollars (\$3,500) of the prize money will be issued as a non-taxable rebate to the Participant, with the amount subject to CPAU discretion based on type of HPWH installation. If the customer has already received the HPWH rebate prior to prize disbursement, those funds will be deducted from the prize amount. The remaining non-rebate prize funds may be considered income subject to taxation. Further rebate terms and conditions apply.

8. **OPTIONAL REBATE PROGRAMS.** In addition to the required HPWH rebate, participants may optionally apply for an electrical panel upgrade rebate and a prewiring, wiring, and circuit splitter/pauser rebate. Funds distributed pursuant to these rebate programs will be issued as non-taxable rebates. Information on these rebates can be found at [https://cpau.gorockrabbit.net/knowledge-center/rebate\\_eligibility\\_criteria](https://cpau.gorockrabbit.net/knowledge-center/rebate_eligibility_criteria). CPAU will only disburse funds under these rebates to Participants who do work necessary for the installation of a HPWH. All funds disbursed pursuant to these rebates will be deducted from the prize amount. If the rebate amounts do not fully cover the cost of the work performed under these rebates, then those costs can be covered by the remaining prize amount not to exceed the total prize amount of fifteen thousand dollars (\$15,000). The remaining non-rebate prize funds may be considered income subject to taxation. Further rebate terms and conditions apply.
9. **SELECTION.** All valid entries will be assigned a unique numerical value, and a winner will be chosen via random number generator. The winner must notify CPAU staff of whether they wish to move forward with the HPWH installation within two (2) days of receiving notification from CPAU. Should the winner choose not to move forward with the installation process or fails to meet necessary conditions, all remaining entries will be reassigned a numerical value. The new winner will be selected using the same process and is subject to the same notification requirements.
10. **PROOF OF CONTRACT.** If the winner is using a contractor to install the HPWH, the winner must provide CPAU with proof of contract within thirty (30) days of prize notification. If the winner is self-installing the HPWH, proof of purchase of the HPWH must be provided to CPAU within thirty (30) days of prize notification.
11. **DATE OF INSTALLATION.** The winner of the prize must have their HPWH installed with a final permit approval within sixty (60) days of selection to be eligible for the prize. Extensions may be granted at the discretion of CPAU.
12. **RIGHT OF INSPECTION.** By agreeing to these Terms and Conditions, Participant authorizes CPAU or their representatives to inspect any installed HPWH during the installation process and upon completion of the work. This inspection may include taking photos of the upgrades and completed work. Participant acknowledges and agrees that CPAU may use such photos for any and all purposes under the Program, including but not limited to Program assessment, studies and/or publicity.
13. **CONSENT TO PUBLICATION.** By entering the Program, all Participants consent for their name to be used in press releases, on CPAU social media, and in all other public communications that CPAU creates in relation to the Program.
14. **CONSENT TO ENTRY.** By completing the entry requirements, the Participant consents to having their submitted information be used by CPAU in administering the Program. The Participant consents to entry into the Program by satisfying all entry requirements and agreeing to these Terms and Conditions. Should the Participant want to be removed from entry into the program, the Participant must contact CPAU, and it will remove the Participant's entry.
15. **LIABILITY.** In no event will the City of Palo Alto or CPAU be liable for damages of any nature based on any theory of liability, including, but not limited to, contract, negligence

- or other torts (including intentional torts), which may include, but is not limited to, damages for loss of property, loss of profits, lost, compromised or impaired claims, lost savings, lost fees, or any other damages whatsoever, arising out of or relating to in any way to the Program. Accordingly, Participant acknowledges and understands that Participant enters this Program at their own risk subject to these Terms and Conditions.
16. **TAX LIABILITY.** The winning Participant must submit a W-9 form to CPAU upon electing to receive Program prize funds. CPAU is not responsible for any taxes that Participants may incur as a result of participation in the Program. Please consult a tax advisor with questions or concerns regarding the program.
  17. **CHANGES TO TERMS AND CONDITIONS.** Any changes to these Terms and Conditions must be documented in writing and approved by CPAU.
  18. **RIGHTS RESERVED.** CPAU shall not be deemed to have waived any of its rights or remedies outlined herein unless such waiver is in writing and signed by an authorized representative of CPAU. No delay or omission on the part of CPAU in exercising any rights or remedies shall operate as a waiver of these or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any future rights or remedies.
  19. **RIGHT OF MODIFICATION.** CPAU exclusively reserves the right to modify or discontinue the Program at any time for any reason with no prior notice to the Participant.
  20. **ENTIRE AGREEMENT.** In agreeing to these Terms and Conditions, Participants acknowledge and understand that this is the entire agreement between Participant and the City of Palo Alto relating to the Program. Participants further acknowledge and understand that the Program is sponsored by the City of Palo Alto through its Utilities Department in accordance with applicable state and federal laws, the City of Palo Alto Municipal Code, the Utilities Department Rules and Regulations, and all other applicable City regulations, standards, and policies. This Program will be governed by the laws of the State of California. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.