

# General Motors Financial Executive Conquest Referral Program Rules and Guidelines

## Overview

The General Motors Financial Executive Conquest Referral Program (the “Program”) provides eligible GM Financial executives (the “Participant”) residing in the United States with the opportunity to sponsor eligible individuals (each a “Sponsored Purchaser”) who purchase or lease new and unused vehicles (“Eligible Vehicles”) at the Program price at a participating dealer.

By purchasing or leasing an Eligible Vehicle through the Program, both the Participant and the Sponsored Purchaser acknowledge and agree to be bound by these Rules and Guidelines. Participants are responsible for the use of their Authorization Numbers (also called “GEX codes”) and must abide by the following principles at all times:

- You must personally know the Sponsored Purchaser and ensure that the Sponsored Purchaser follows the Program Rules and Guidelines
- Codes must never be shared directly with a dealer, dealership personnel or automotive brokers
- Never advertise or offer Authorization Numbers through social media
- Your personal GEX codes are only to be issued to your prospects and not to prospects referred to you by colleagues or subordinates, unless you personally know the referred Sponsored Purchaser
- Sponsored Purchasers should currently drive a competitive, non-GM vehicle
- You must provide your Sponsored Purchaser’s date of birth; ZIP Code; and the make, model and last 8 VIN digits of their current vehicle
- Never share your GM Family First credentials

It is the Participant’s responsibility to know these Program Rules and Guidelines and to make them known to each Sponsored Purchaser. Violations of these Rules and Guidelines by any Participant or his or her Sponsored Purchaser will result in sanctions against the Participant. The Program Manager shall have sole discretion at all times to enforce these Rules and Guidelines and suspend a Participant’s and/or a dealer’s participation in the Program.

The Program may be withdrawn at any time, and its terms are subject to change from time to time by GM. Final decisions in all matters relating to the interpretation of these Rules and Guidelines rests solely with GM.

The Program cannot be retroactively applied to a prior purchase or lease.

## Eligibility

Participants or Sponsored Purchasers must be eligible to participate throughout the entire purchase process – from the date the process is started through the date of vehicle delivery.

### Eligible Participants

This Program is available only to eligible Participants, defined as:

Active U.S.-based GM Financial executives.

### Sponsored Purchasers

It is intended that eligible Participants sponsor eligible individuals who do not typically receive a GM discount, who own or lease a competitive vehicle, and who need a catalyst in order to consider a GM vehicle.

***NOTE: Individuals employed by a government organization may be restricted from being eligible for sponsorship due to government rules, regulations and guidelines. For more information, please follow the instructions provided when requesting an Authorization Number.***

GM has the final decision on all eligibility requirements.



## Program Rules

Participants must have a valid business reason consistent with the Program guidelines to sponsor an eligible individual for the purchase or lease of an Eligible Vehicle through the Program.

### Authorization Numbers

Each Authorization Number is valid for 90 days from the date it was issued to purchase or lease an Eligible Vehicle at the Program price. The dealer **MUST** have your prospect's authorization number prior to completing the lease or purchase of an eligible vehicle in order to take delivery.

***The sale of any Authorization Numbers, or any unauthorized use of an Authorization Number, is prohibited. A Participant who violates this provision, or who sponsors a Sponsored Purchaser who violates this provision, will be suspended from the Program for five (5) years per violation, will be required to repay the incentive monies, and may be subjected to employment action, up to and including termination. Subsequent violations of this rule may result in permanent suspension from the Program and employment action, up to and including termination.***

### Required Documentation

In addition to a valid authorization number, Participants must present the following document to a participating GM dealer in order to purchase or lease under the Program: A copy of the eligible Purchaser's driver's license, with the driver's license number redacted, showing the ZIP Code and Date of Birth that was used to obtain the authorization number. The eligible Purchaser's Date of Birth and ZIP Code must match the eligible Purchaser's driver's license.

### Eligible Vehicles

For a list of Eligible Vehicles, please visit [gmfamilyfirst.com](http://gmfamilyfirst.com) and select "**Vehicles**" on the home page. Some models may have limited availability. Vehicle eligibility may change at any time without notice.

### Inducements

Participants and Sponsored Purchasers are prohibited from soliciting or accepting money or discounts, except GM-sponsored incentives, from dealers or any other persons in connection with the sale of Eligible Vehicles under the Program. **At no time shall a Participant or Sponsored Purchasers accept payment or other consideration from dealers for referrals.** However, Participants or Sponsored Purchasers may accept inducements of nominal value, up to \$50, provided the inducements are offered to the general public and are noncash in nature, such as a free first oil change. This prohibition does not apply to a fuel fill if provided by the dealer at the time of delivery.

### Pricing Sheet

Included in required paperwork at the dealership is the GM Vehicle Purchase Customer-Dealer Agreement and Pricing Sheet ("CDA"). The Sponsored Purchaser should review the CDA at or before vehicle delivery and, after it has been completed, sign the completed CDA. **The Sponsored Purchaser should NOT sign a blank or an incomplete CDA, nor should Sponsored Purchaser sign a CDA if the Program price from the vehicle invoice does not match the vehicle price on the CDA.** If the Sponsored Purchaser has any questions or concerns about the purchase or lease, he or she should ask the participating dealer for clarification **BEFORE** completing the transaction. The CDA must be signed to complete the transaction at the Program price.

### Documentation Fees

**Dealers will be permitted to assess a maximum of \$75 in documentation fees, except when:**

- A documentation fee is specified under state law

#### **AND**

- Your dealership charges all customers the same documentation fee (excluding all customers purchasing under the GM Employee, Military, First Responder, Healthcare Professionals, Executive Referral and Dealership Employee Programs).

### Titling Restrictions

Vehicles purchased under the Program must be registered, licensed, titled, insured and owned by the Sponsored Purchaser or his/her business. The Sponsored Purchaser or his/her business name must be listed as the Purchaser on the CDA form. Vehicles may also be titled in the name of a living trust that bears the Sponsored Purchaser's name.

Vehicles may be titled with a co-buyer provided the Sponsored Purchaser or his/her business, who is named as the Purchaser on the Customer Dealer Agreement, is listed as a co-buyer on the:

- Title
- Registration
- Financing documents
- Insurance documents

Participants and Sponsored Purchasers who enter into financing agreements (i.e., a loan or lease) are obligated to repay all amounts whether they are an individual buyer/lessee or a co-buyer/co-lessee.

#### **Vehicle Retention Period**

If the Sponsored Purchaser is purchasing or leasing a vehicle under the Program with cash or through a loan, the Sponsored Purchaser must own and retain the vehicle for at least six (6) months from the date of delivery.

***GM reserves the right to modify the retention rules at any time. Retention periods for some vehicles may be different than the retention period referenced in previous versions of these Program Rules and Guidelines.***

#### **Audits**

GM may conduct periodic audits to ensure the integrity of the Program and of Program compliance by Participants.

GM reserves the right to audit dealership records and disqualify any sales that do not meet the Program's guidelines. Any money improperly paid to any party based upon representations from a dealer, Participant or Sponsored Purchaser shall be charged back accordingly.

Failure to comply with an audit request may subject the Participant to the sanctions referenced below.

#### **Sanctions**

Violations of these Rules and Guidelines, including violation of eligibility rules, retention periods or titling violations by the Participant or his or her Sponsored Purchaser(s), will result in sanctions against the eligible Participant. ***Sanctions may include, but are not limited to, the loss of privileges (two [2] years per violation), repayment of monies and/or employment action up to and including termination of employment.***

***The sale of any Authorization Numbers, or any unauthorized use of an Authorization Number, is prohibited. A Participant who violates this provision, or who sponsors a Sponsored Purchaser who violates this provision, will be suspended from the Program for five (5) years per violation, will be required to repay the incentive monies, and may be subjected to employment action, up to and including termination. Subsequent violations of this rule may result in permanent suspension from the Program and employment action, up to and including termination.***

In addition, GM may pursue legal action against any individual or entity for violating these Rules and Guidelines.

#### **Additional Information**

Dealership participation is voluntary. To determine a specific dealership's willingness to sell vehicles under the Program, the Sponsored Purchaser should contact the dealership directly. If a dealership is not willing to sell a vehicle through the Program, the Sponsored Purchaser may contact or visit another dealership.

During the initial dealer inventory buildup when new models are introduced, and from time to time thereafter, it may be necessary for GM to restrict purchases on certain models under the Program. Please visit [gmfamilyfirst.com](http://gmfamilyfirst.com) to find a current list of Eligible Vehicles.

The Program does not constitute an agreement between GM and any individual for the purchase or lease of any vehicle at a specific price. However, by purchasing an Eligible Vehicle through the Program, the Participant and Sponsored Purchaser acknowledge and agree to abide by and be bound by these Program Rules and Guidelines.

These Program Rules and Guidelines may be modified by GM at any time, in GM's sole discretion.

GM may unilaterally modify, change or withdraw the Program at any time.

#### **Compliance with Applicable Laws**

If any law or regulation is adopted or interpreted which, in GM's opinion, prohibits or penalizes the implementation of the Program, then GM may, in its sole discretion, cancel the Program or any order submitted under the Program without any further obligation and without any liability to either the dealer, the Participant or the Sponsored Purchaser.

THESE TERMS AND CONDITIONS CANNOT BE MODIFIED BY ANYONE OTHER THAN GENERAL MOTORS.

GM (Rev. 1/2/24)