

Overview

The General Motors Share Your Discount Program (the “Program”) provides eligible participants (each a “Participant”) residing in the United States the opportunity to sponsor eligible individuals (each a “Sponsored Purchaser”) for the purchase or lease new and unused vehicles (“Eligible Vehicles”) at the Program price from a participating GM 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.

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The Program may be withdrawn at any time, and its terms are subject to change from time to time by GM.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 rest 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:

- 1) Active employees of eligible GM supplier companies who reside in the U.S. and have purchased or leased an Eligible Vehicle through the General Motors Supplier Discount program within the last 12 months
- 2) Active employees of eligible GM fleet and commercial companies who reside in the U.S. and have purchased or leased an Eligible Vehicle through the General Motors Supplier Discount program within the last 12 months

Sponsored Purchasers

Participants may sponsor family members, friends or neighbors.

Program Description

Each time a Participant purchases or leases an Eligible Vehicle under the GM Supplier Discount Program the Participant will have the opportunity to provide a Sponsored Purchaser with the opportunity to purchase or lease an Eligible Vehicle at the Program price from a participating GM dealer. The Participant will have one year from the date of their qualifying purchase to exercise this opportunity.

Program Rules

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.



After it has issued each Authorization Number, GM will send the Participant who requested the Authorization Number an electronic confirmation notifying him or her that an Authorization Number has been issued. The Participant must report to GM any unauthorized authorization numbers immediately. Participants who do not report any suspicious or unauthorized use of an Authorization Number issued by him or her may be subject to the sanctions referenced below.

Eligible Vehicles

For a list of Eligible Vehicles, please visit gmsupplierdiscount.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 accept payment or other consideration from dealers for referrals.** However, 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 the 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 in the applicable state law

OR

- The dealership charges all customers the same documentation fee (excluding customers purchasing under the GM Employee Discount, Military Discount, Executive Referral and Dealership Employee Discount programs)

Titling Restrictions

A vehicle purchased or leased under the Program must be used for **personal, noncommercial use/transportation by the Sponsored Purchaser**. It is prohibited under the Program to purchase, lease, register, or title a vehicle in the name of a business or to dispose of the vehicle prior to the retention period. In addition, it is prohibited under the Program to purchase or lease a vehicle for commercial use.

Vehicles purchased under the Program must be registered, licensed, titled, insured and owned by the Sponsored Purchaser. Vehicles may also be titled in the name of a living trust that bears the Sponsored Purchaser's name.

When necessary for financial reasons, vehicles may be co-titled in the name of a non-eligible person; **however**, all of the following requirements **must** apply:

- 1) The Sponsored Purchaser's name must be the first name listed on the title
- 2) The Sponsored Purchaser's name must be the first name listed on the registration
- 3) The Sponsored Purchaser's name must be the first name listed on the financing documents

If any one of these requirements is not met, unless compliance is not possible under state law, the vehicle may not be co-titled in the name of a non-eligible person.

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 will conduct periodic audits to ensure the integrity of the Program and of Program compliance by Participants and Sponsored Purchasers. Participants and Sponsored Purchasers may be asked to furnish documentation supporting eligibility, vehicle retention, and compliance with these Rules and Guidelines. Documents requested may include, but are not limited to company ID/badge, pay stub, registration, etc.

General Motors reserves the right to audit dealership records and disqualify any sales that do not meet the Program 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, but not limited to, violations of eligibility rules, retention periods, titling restrictions by the Participant will result in sanctions against the Participant. **Sanctions may include, but are not limited to, the loss of privileges (two (2) years per violation) and repayment of monies.**

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

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 gmsupplierdiscount.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 Sponsored Purchaser acknowledges and agrees 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 Sponsored Purchaser.

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

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