

My GM Rewards Program Terms and Conditions

Effective date: 11/16/2018. The following terms and conditions supersede all prior Terms and Conditions. By participating or continuing to participate in the My GM Rewards Program after the effective date you agree to the following:

You agree and are subject to the following Terms and Conditions (“Terms”) when you open a My GM Rewards Program Account. These Terms are intended to protect GM and the participants in the Program by defining the rights and obligations of both under the Program. Your participation in the Program is governed by these Terms and you must make sure you read and understand all of them. If you would like a clarification of any of these Terms, you may contact the GM Rewards Member Center at 844-764-2665 (Monday – Sunday 7 am – 10 pm EST) but please understand that these Terms cannot be modified or superseded except in writing by publishing new Terms or by a written communication from an authorized representative of GM. You also agree to the GM Privacy Statement found at www.gm.com/privacy when you open a My GM Rewards Program Account.

The My GM Rewards Program (the “Program”, also marketed under the divisional names of My Chevrolet Rewards, My GMC Rewards, My Buick Rewards and My Cadillac Rewards) is offered to both non- General Motors and General Motors retail customers at the sole discretion of General Motors LLC (“GM”), and is open only to residents of the United States (excluding Puerto Rico, the USVI or Guam), who are at least eighteen (18) years of age and older and have reached the age of majority in their state, and have enrolled in the Program (“Member(s)”). Corporations, associations or groups are not permitted to enroll. The Program is available only at GM or at participating dealers or third party retailers in the United States (excluding Puerto Rico, the U.S. Virgin Islands or Guam). By participating in the Program, Members can earn Program points (“Points”) for purchasing or leasing GM vehicles at participating dealerships (“Participating Dealer”), purchasing certain goods or services from a Participating Dealer, purchasing certain services from OnStar or engaging in other eligible activities (collectively, “Eligible Transactions”). Available points can then be redeemed for rewards (“Rewards”) at Participating Dealers or on eligible transactions for goods and services or at third party retailers (“Third Party Retailers”). For a complete description of the most current eligible activities, as well as details on earning and redeeming points for particular transactions, go to www.mygmrewards.com for details. Rewards and reward point values are determined, and may be modified from time to time, by GM in its sole discretion. Rewards are available with point redemption while supplies last. The terms “you” and “your,” as used throughout these Terms and Conditions, refer to any Member eligible to participate in the Program.

GM may modify, amend, cancel, delete, change or terminate the Program or any Terms of the Program in any manner at any time in GM’s sole discretion, including but not limited to terms applicable to eligibility for Membership, point values, redemption values, rules for receiving or using Points, or any other aspect of the Program. These modifications may affect Points already received, including the opportunity to use such Points or their redemption rate. We will provide notice of modification of these Terms by posting revisions to these Terms on www.mygmrewards.com and updating the last modified date. If required by applicable law, we will additionally send notice of the modifications to you at an email address we have on file. Modifications to these Terms are effective immediately when posted. Your continued use of the

Program after changes have been made to these Terms constitutes your agreement to be bound by the Terms as modified. If you do not agree to be bound by the Terms as modified, your only recourse is to cancel your membership. While the Program has no predetermined end date, GM may terminate the Program at any time, with or without notice.

Each Member is responsible for remaining knowledgeable as to these Terms, and any modifications of these Terms. GM may, but is not required to, send notice to active Members to advise them as to Point forfeiture or Program updates, modifications or changes. Neither GM nor any Participating Dealer or Third Party Retailer will be liable for failing to notify a Member of such changes, modifications or forfeitures, or for problems of any kind with any of the programming or equipment associated with or utilized by a Member, or for any human error or any disruption, interruption, deletion, omission, defect or line failure of any telephone network or electronic transmission, or for problems related to computer software, equipment, inability to access any website or online service, or any other technical or non-technical error or malfunction, or for lost, late, stolen, illegible, incomplete, unintelligible, misdirected or damaged mail or email. All interpretations of these Terms are at the sole discretion of GM, and its determinations as to these Terms shall be final.

I. Eligibility

At this time, the Program is only available residents of the United States (excluding Puerto Rico, U.S. Virgin Islands and Guam), eighteen (18) years of age and older, and Points can be earned and redeemed only at participating GM dealers and/or on eligible program products and services. GM may change these eligibility requirements at any time and reserves the right to refuse membership to any applicant for any reason, in its sole discretion.

Eligibility is limited to individual natural persons. Business organizations of any kind, including but not limited to fleet companies, small businesses, associations, partnerships, limited liability companies, joint ventures or groups of any kind are not eligible to participate in the program. You do not need to own a General Motors vehicle to participate in the program. The program is open to GM Employees, Retirees, Suppliers and Dealers, but restrictions may apply to earning or redeeming Points and to the compatibility of the Program with other discounts or incentives.

One membership per individual email permitted.

Notwithstanding any stated expiration date for the points, any Member who does not enter into any Eligible Transactions during any 12 month period may be removed from the Program and all accumulated Points may be forfeited and outstanding redemption certificates cancelled.

II. Enrollment

To become a Member, you must complete an enrollment application and it must be accepted by GM. When you enroll, we will ask you for certain personal information, such as your name, address, salutation (such as Mr. or Ms.), birth month and year, email address and phone number (your “**Enrollment Information**”) and GM may collect, use and share this information in accordance with these Terms and the GM Privacy Statement found at www.gm.com/privacy. To

complete the enrollment process, you must acknowledge receipt of these Terms and our GM Privacy Statement and consent to our sharing your Enrollment Information with our Third Party Retailers. You can access our enrollment application via: www.mygmrewards.com. You are responsible for making GM aware of any changes in your contact information that occur after initial enrollment.

To earn Points, you must be an enrolled Member prior to completing an Eligible Transaction and must complete verification of your account. No Points will be earned for transactions completed prior to enrollment, unless otherwise determined by General Motors at its sole discretion. As an enrolled Member of the Program, you will receive regular account servicing updates by email. Members may opt out of participation in the Program by contacting the GM Rewards Member Center at 844-764-2665. You will need to speak to a customer service agent directly to request that your account be deactivated. You must provide your member ID to deactivate your account. Upon your deactivation you will receive a confirmation email. Your ability to earn Points will be suspended on the date you opt out. If you opt out of Program participation, you will no longer have access to your account statement information, no Points will accumulate on future Eligible Transactions, and any accumulated Points will be void and unavailable for redemption upon their expiration. Unless otherwise determined by GM at its sole discretion

Each Member is responsible for creating a secure account and for maintaining the security of that account. If the security of account information is breached by a Member or other third party, GM is not liable for improper access to a Member's account, or for changes to the Member's account by another Member or third party. GM is not responsible in such circumstances for reinstatement of lost Points or for any damages or losses sustained by a Member as a result of such unauthorized access. If Member becomes aware of any fraudulent or unauthorized activity on an account, Member must report the fraudulent or unauthorized activity to GM in writing and provide relevant information and cooperation to GM in connection with such activity.

Membership in the Program, and any application for Membership in the Program, are void if prohibited by law in the state of the Member's residence, and are subject to change as may be necessary to comply with such laws or regulations.

III. Earning Points

My GM Rewards Points will be available only to the owner of the Member's Account and only if the Member completes an Eligible Transaction.

Members may earn Points in various ways, which may include making qualifying transactions and redeeming offers and promotions at Participating Dealers, on eligible Products or Services, or at Third Party Retailers. Participating Dealers and Third Party Retailers can change at any time without notice. Members will earn Points based on information provided to GM by Participating Dealers or Third Party Retailers. A complete list of earning and redemption opportunities will be posted on www.mygmrewards.com. Availability of Participating Dealerships and Third Party Retailer locations will vary. Participating dealers can be located via the www.mygmrewards.com website in the "Locate a Dealer" field or by contacting the GM Rewards Member Call Center at 1-844-764-2665. Members will not earn any Points for

transactions of any kind at GM dealers that are not Participating Dealers or at retailers that are not Third Party Retailers at the time of the transaction. You must verify your applicable accounts to have any points credited to your account. All terms and conditions applicable to any Eligible Transaction must be met in order to earn any Points. Eligible Transactions and other Point earning offers and opportunities may be subject to additional terms and conditions, and you agree to those terms and conditions by using your points in connection with any such offer or promotion. Members do not earn Points on federal, state or local taxes that are applicable to any Eligible Transaction. Members will not earn points for Body Shop repair transactions. Members also are not entitled to points on price discounts, rebates or incentives. Members are not entitled to Points to the extent they are redeeming Points in connection with any Eligible Transaction.

After completing an Eligible Transaction, Points will be credited to your account within 45 days. After Points have been credited to your account, they will be eligible for redemption purposes until 5 years after the earn transactions were processed. Award transaction date can in some circumstances differ from the earn transaction date. Points earned for enrollment and/or profile bonus may not be used for dealership redemption on that same day. Points will not be earned on taxes paid in connection with an Eligible Transaction. GM reserves the right to rescind at any time any pending or available Points that were awarded in connection with this Program. Points may be rescinded in cases where a Member receives a refund. Cash back will not be allowed where allowances are greater than paid services. Points earned through fraudulent activity, sham, inaccurate reporting, mistake or falsified information may also be rescinded by GM.

GM has the right to monitor all Member Account activity. If your Account shows signs of fraud, abuse, or suspicious activity, GM has the right but not the obligation to close or freeze your Account immediately, and you may lose your accrued Points. If you have conducted any fraudulent activity, or any activity that in GM's sole discretion undermines the integrity of the Program, GM reserves the right to take any legal action GM deems appropriate and may rescind or confiscate any Points earned or redeemed as a result of such activity. In addition, you may be liable for monetary losses to GM, including litigation costs and damages, and you will not be allowed to participate in the Program in the future. To contest freezing of an account or the rescinding of Points, please call the GM Rewards Member Center at 844-764-2665.

If your Account does not represent the correct number of Points that you should have been awarded as determined by GM, GM reserves the right to augment or decrease your Point balance. If you believe your Account has been the subject of any suspicious activity, please contact the GM Rewards Member Center at 844-764-2665 immediately. GM also reserves the right at its discretion to transfer the Points you have earned to a new Account.

GM reserves the right, but does not have the obligation, to suspend or discontinue membership in the Program for any Member who is, in GM's sole discretion, using the Program in a manner that is not consistent with these Terms or the intent of the Program, or has:

1. acted in a manner inconsistent with federal, state or local laws, regulations or ordinances;
2. breached or violated any of these Terms;

3. engaged in any fraudulent or dishonest behavior, theft, misconduct or wrongdoing in connection with the Program;

4. engaged in any abusive, fraudulent, disruptive, inappropriate, offensive or hostile conduct, whether physical or verbal, towards any employee, agent or representative of GM, or of any Participating Dealer or Third Party Retailer; or

5. failed to pay bills or accounts due to GM or to any Participating Dealer or Third Party Retailer.

If GM discontinues or terminates your membership, you may lose all accumulated Points, and outstanding redemption certificates may be cancelled. You may also lose all other Program benefits.

Points cannot be sold, assigned, traded or bartered, except as expressly authorized by GM. Points that are sold, transferred or assigned may be forfeited or confiscated at GM's option

Accumulation of Points and redemption activity can be accessed on your Rewards Activity page. If a Member believes he or she did not receive the correct amount of Points for an Eligible Transaction, the Member may contact the GM Rewards Member Center at 844-764-2665 within ninety (90) days of completing the Eligible Transaction. GM will make the final determination, in its sole discretion, as to whether Points adjustments of any kind are justified.

IV. GM BuyPower Card

If you are a GM My Rewards Loyalty Program member, you hereby expressly authorize Capital One, N.A. and GM and its affiliates ("GM"), to exchange information about your account(s) and your Personal Information, so that you can receive the benefits of the GM Loyalty program, and so that GM and Capital One can inform you of additional information, offers and opportunities. To earn Points for becoming a GM BuyPower Cardholder, you must be an enrolled Member prior to applying for and receiving any GM BuyPower Card. No Points will be earned for the acquisition or receipt of a GM BuyPower Card prior to enrollment in the Program, unless otherwise determined by General Motors at its discretion.

V. GM Financial

By registering for My Rewards, you agree that GM and its affiliates may share your personal information as necessary to administer the program. By providing your GM Financial account number, you authorize GM Financial to share information about any prior financing or leases, including, but not limited to, vehicle identification number ("VIN") and your participation in designated activities necessary to earn points so that GM can verify your points under the My Rewards program. If you no longer consent to GM Financial sharing such information for the My Rewards program you can withdraw your consent at any time by removing your GM Financial account number from your Loyalty account or by writing to us at (please provide your VIN for the applicable vehicle):

GM Financial

PO Box 183621

Arlington, TX 76096-3621

By removing your GM Financial account number or opting out by mail, you will no longer be eligible to earn or redeem points through GM Financial.

VI. Promotional Point Offers

From time to time, GM may offer opportunities to earn Promotional Points on terms that are different than other Points (“Promotional Points”). All applicable terms and conditions associated with the specific promotional offer must be met in order to earn Promotional Points. Promotional Points will be posted to your Account within 45 days of the end date of the applicable promotion, unless otherwise specified in the promotion-specific terms and conditions. Promotional Point offers are not redeemable for cash and are void where prohibited by law.

VII. Points Expiration

Points earned under the Program will expire without further notice 5 years from the date they are awarded. Promotional Points may expire earlier, as disclosed in the applicable promotion terms.

VIII. Points Redemption

Members can redeem their Points toward purchases of goods or services at participating Dealers or Third Party Retailers so long as the Member has sufficient Points in their account to complete the Eligible Transaction. Visit www.mygmrewards.com to see where Points can be redeemed, and what Eligible Transactions are available at the various participating dealerships and Third Party Retailers. There are two different ways to redeem points, depending on the Eligible Transaction. For some Eligible Transactions, Members must print a voucher at www.mygmrewards.com and present the voucher at a participating Dealer or Third Party Retailer prior to completing their purchase. Vouchers may have an expiration date, and if not used by the expiration date the corresponding Points used to obtain the voucher will be forfeited. Vouchers are void if copied, or if prohibited or restricted by law. All vouchers must be redeemed in strict compliance with any terms and conditions specified on the voucher, or on the website in connection with the applicable Eligible Transaction. Vouchers are good for a single transaction only and must be surrendered at the time of redemption. If a voucher is presented to a participating Dealer or Third-Party Retailer for goods or services of lesser value than the voucher, the remainder of the voucher value is forfeited. For other Eligible Transactions, the Member must provide the email corresponding to their account to the participating Dealer or Third Party Retailer. Except as otherwise specified by GM in writing, Members using a GM Employee or GM Dealership Employee discount to purchase or lease a vehicle may not redeem points and combine them with those discounts. GM reserves the right to make any other incentive or pricing program incompatible with Points earned under the Program. It is the responsibility of the Member to specifically request the redemption of Points in connection with a particular Eligible Transaction. Once redemption is requested, the corresponding Points will be deducted from the Member’s account immediately. Once issued the voucher is not transferable and corresponding Points will not be redeposited into the Member’s account.

Vouchers and Rewards may not be sold, bartered, brokered, purchased or otherwise assigned or transferred except with the express written consent of GM.

Redemption of vouchers for OnStar connected vehicle services (the “Services”) require that a user has an active Services account. To activate your account, press the OnStar Blue Button in your vehicle. Services are subject to the OnStar User Terms and Privacy Statement available at the OnStar website (http://www.onstar.com/us/en/user_terms/)

Redemption of vouchers for GM Financial rewards requires the Member to link their GM Financial account with their My GM Rewards Program account.

Rewards will not be replaced, reissued or credited if lost, stolen or destroyed. Rewards may not be combined with other discounts, packages or promotional offers from GM or from Participating Dealers or Third Party Retailers.

Certain products or services are not eligible for discounts using Points. Ineligible products include, but are not limited to: items excluded by law; prepaid cards; lottery tickets; cash equivalents (such as money orders, money transfers, and travelers’ checks); taxes; and other items GM or a participating Dealer or Third Party Retailer may deem ineligible. Participating Dealers or Third Party Retailers may change at any time and without prior notice to you. Members in Illinois and Oregon cannot redeem points on new or used vehicle sales transactions.

Points have no cash value. Points are not your property and have no property value. Points are issued without separate payment or other consideration by you, and exist at the sole discretion of GM as part of a rewards program. Points cannot be purchased, cannot be redeemed for cash or credit or any other monetary value or currency, and cannot be used to pay any credit card or other credit device. Points may not be assigned, transferred or pledged to any third party. Points may not be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce. You are responsible for any personal tax liability that may be related to your use of Points and your redemption of any Rewards.

Participating Dealers and Third Party Retailers are independent contractors and are not agents or representatives of GM. Redemption at a Participating Dealer or Third Party Retailer may vary. GM is not responsible for, and assumes no liability for, the actions or redemption responsibilities of a Participating Dealer or Third Party Retailer. Nothing in the Program or in these Terms is intended to create any agency, partnership or joint venture between GM and any Participating Dealer or Third Party Retailer. If any Participating Dealer or Third Party Retailer improperly denies any Member any benefit they are entitled to under the Program, the liability of the Participating Dealer or Third Party Retailer, or of GM, is limited to the fair market value of the denied benefit as determined by GM.

IX. Returns

If you return an item on which you earned Points, we may deduct Points from your account up to the number of Points you originally received for that purchase. Whether or not an item you purchase using Points can be returned at a participating Dealer or Third Party Retailer is subject to the discretion of GM or the participating Dealer or Third Party Retailer, and applicable law.

X. Governing Law

The laws of the state of Michigan and federal law govern these Terms and any aspect of your relationship with us. They govern without regard to any conflicts of laws principles that would cause the application of the substantive law of another jurisdiction.

XI. Dispute Resolution

GM is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Program, including but not limited to any dealings you may have with our customer service agents, any services or products provided in conjunction with the Program, any representations made by us, or any aspect of our Privacy Policy (“Claims”), by contacting the GM Rewards Member Center at 844-764-2665. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

ANY AND ALL CLAIMS WILL BE RESOLVED BY BINDING, CONFIDENTIAL ARBITRATION, RATHER THAN IN COURT, except you may assert Claims on an individual basis in small claims court otherwise having jurisdiction over such Claims.. This includes any Claims you assert against us, participating Dealers or Third Party Retailers, or any other participating third parties offering products or services as part of this Program all of which are beneficiaries of this arbitration agreement. This also includes any Claims that arose before you accepted these Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration. Arbitrated claims relating to the Program will be settled under the Consumer Arbitration Rules of the American Arbitration Association (AAA). You can get rules and fee information from the AAA at www.adr.org. The arbitrator is not authorized to award punitive, consequential or other damages not measured by the prevailing party’s actual damages. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING STATUTORY DAMAGES, ATTORNEYS’ FEES AND COSTS), AND MUST FOLLOW AND ENFORCE THESE TERMS OF USE AS A COURT WOULD.

ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

EACH PARTY WILL BEAR ITS OWN COSTS, FEES AND EXPENSES OF ARBITRATION.

This section will survive termination of the My GM Rewards Program or your Rewards Account, any bankruptcy and any sale or assignment of your My GM Rewards account or your Rewards Account (in the case of a sale, these terms will apply to the buyer). If any portion of this Dispute Resolution section is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Dispute Resolution section

XII. Limitations of Liability

GM makes no guarantees, warranties, or representations of any kind concerning the Program except as expressly contained in these Terms. You release GM and its affiliates, participating Dealers and Third Party Retailers from all liability regarding the earning, redemption, and use of Points, including any rewards that, after receipt, may be lost, stolen, or destroyed.

GM is not responsible for, and assumes no liability for, the actions or redemption responsibilities of a Participating Dealer or Third Party Retailer. Nothing in the Program or in these Terms is intended to create any agency, partnership or joint venture between GM and any Participating Dealer or Third Party Retailer.

GM PROVIDES THE MY GM REWARDS PROGRAM “AS IS” AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY. You agree that GM has not represented that (1) the My GM Rewards Program will include any particular products or services, (2) that the Program will not be interrupted, without omissions or error free, or (3) that defects will be corrected or changes implemented. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO GM’S OWN NEGLIGENCE, WILL GM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF A REPRESENTATIVE OF GM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event GM is held liable for any act, error or omission related to the Program, your sole and exclusive remedy will be limited to reimbursement for services or products you paid for but did not receive under the Program, or the issuance of Points under the Program as compensation, at GM’s election. You agree to waive any claim or action of any kind in any forum that is not commenced and served on GM within two (2) years after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

If any provision of these Terms is invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The failure of GM to exercise any of its rights under these Terms does not constitute a waiver of such rights in any other instance.

GM may terminate the Program at any time. In the event of an early termination, you will have ninety (90) days from the date Program termination is announced to use available Points remaining in your account and any outstanding rewards or vouchers. After that date, any Points, Rewards or vouchers will be forfeited without compensation.

Your continued participation in the Program constitutes your acceptance of any changes to these Terms. You are responsible for remaining knowledgeable as to any changes that GM may make to these Terms. The most current version of these Terms will be available at www.mygmrewards.com and will supersede all previous versions of these Terms.