

Overview

The General Motors Supplier Discount *for Friends* Program (The Program) provides eligible Participants (The Participant) with the opportunity to sponsor the purchase/lease of new or unused vehicles at The Program's prices at a participating dealer by a Sponsored Purchaser. Leasing arrangements can be made through any financial institution.

By purchasing or leasing a vehicle through The Programs, both the eligible GM or GMF Participant and the Sponsored Purchaser acknowledge these Rules and Guidelines and agree to abide by them.

It is the responsibility of The Participant to know the rules of The Program as set forth in this document. Violations of these rules by any purchaser will result in sanctions against the eligible employee.

The Program may be withdrawn at any time, and its terms are subject to change from time to time by General Motors. Final decisions in all matters relating to the interpretation of any rule or phrase of this activity rest solely with General Motors.

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

Eligibility

Eligible Participants

This program is available only to Eligible employees.

- 1) Active GM and GM Financial employees.
 - 2) Retired GM and GM Financial employees.
 - 3) Former GM employees with more than 5 total years of cumulative service.
 - 4) Widows/widowers of former GM employees with more than 5 total years of cumulative service.
- Eligible employees can request one (1) GM Supplier Discount *for Friends* authorization number per month.
 - Eligibility for this offer is extended to the individual bearing the authorization number.

Note: Eligible active, retired, former hourly or salaried GM employees with more than 20 total years of cumulative service, widows and widowers of former GM employees with more than 20 total years of cumulative service, and active employees and retirees of GM Financial cannot obtain a GM Supplier Discount *for Friends* authorization number for themselves or their family members who are eligible for the GM Employee Discount. This includes their spouse, children, grandchildren, parents, stepparents, grandparents (including in-law and step), stepchildren, stepgrandchildren, mother-/father-in-law, sons-/daughters-in-law, brothers-/sisters-in-law, aunts, uncles, nieces and nephews.

Eligible former hourly or salaried GM employees with 5–20 total years of cumulative service and widows and widowers of former GM employees with 5–20 total years of cumulative service cannot obtain a GM Supplier Discount *for Friends* authorization number for themselves or their spouse and dependent children. (Children must be under 21 years of age or full-time students under 25 years of age at time of purchase.)

Sponsored Purchaser Eligibility

Sponsored Purchaser must be a U.S. resident. Individuals who are employed by a government organization may be restricted from being sponsored as purchaser/lessee due to relevant government rules. Consult the instructions provided when generating an authorization for more information.



Program Rules

Participants are required to report any unauthorized use immediately. Those who do not report any suspicious or unauthorized use of authorization numbers after they have been submitted on their behalf may be subject to the sanctions referenced in The Program Rules section.

Authorization Numbers

The sale of authorization numbers or other unauthorized use of such numbers is prohibited. Eligible participants are also prohibited from providing Supplier Discount *for Friends* authorization numbers directly to dealers. Supplier Discount *for Friends* authorization numbers should only be given to the friend or neighbor that The Participant is sponsoring. Participants (as defined in the Eligibility section) who violate these provisions, or who sponsor the 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 of employment. Subsequent violations of this rule may result in permanent suspension from The Program.

Eligibility Period

Authorization numbers are valid for 90 days toward the purchase or lease of an eligible vehicle at The Program price. To see a list of eligible vehicles, please visit gmsupplierdiscount.com and select “**Vehicles**” on the home page. Some models may have limited availability. Eligibility of GM vehicles may change at any time without notice.

Participants or Sponsored Purchasers must be eligible to participate throughout the entire purchase process, i.e., on the date the process is started through the date of vehicle delivery.

Retention

If purchasing or leasing a vehicle under The Program with cash or through a loan, ownership must be retained for at least six (6) months from the date of delivery of the vehicle.

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 the Rules and Guidelines.

Limitations On Number Of Vehicles

Only one authorization number may be redeemed per purchase/lease per eligible customer.

Titling Restrictions

A vehicle purchased/leased under The Program must be used for the **personal, noncommercial use**/transportation of the Sponsored Purchaser. It is prohibited under The Program to purchase/lease and register/title a vehicle and then surrender the vehicle for part or all of the required retention period to any other person. In addition, it is prohibited under The Program to purchase/lease a vehicle for commercial use or to title in a business name.

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 name of the Sponsored Purchaser.

When it is necessary for financial reasons, vehicles may be co-titled in the name of a non-eligible person. In these cases, all of the following requirements 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.

Inducements

Participants shall not solicit or accept money or discounts from dealers, other persons or other business entities, except GM-sponsored incentives, in connection with the sale of vehicles under The Program. **At no time should a Participant accept payment or other consideration from dealers for referrals.** 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. This should be reviewed and, once complete, signed by the Sponsored Purchaser. They should NOT SIGN the agreement if it is blank or The Program price (price marked "SUPPLR") from the invoice is not shown. If your Sponsored Purchaser has any questions or concerns regarding the purchase or lease, clarify them with the participating dealer BEFORE closing the transaction. The GM Vehicle Purchase Customer-Dealer Agreement and Pricing Sheet must be signed prior to the completion of the deal.

Documentation Fees

Dealers will be permitted to assess a maximum of \$75 in documentation fees, except in these specific instances:

- A documentation fee is specified in the applicable state law;
- OR
- Your dealership charges all customers the same documentation fee (excluding customers purchasing under the GM Employee, Military, Executive Referral and Dealership Employee Programs).

Sanctions

Violations of these Rules and Guidelines, including, but not limited to, violations of eligibility rules, retention periods, titling restrictions, whether by the Participant or his or her Sponsored Purchaser(s), if any, will result in sanctions against the 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.

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.

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

Additional Information

If the dealer you visit is not willing to sell you a vehicle at The Program price the Sponsored Purchaser may visit another GM Dealer. Dealer participation is voluntary.

Dealers are not required to participate in The Program. To determine a specific dealer's willingness to sell vehicles through The Program, the Sponsored Purchaser must contact the dealer directly.

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 purchase under The Program on certain models. Please go to **gmsupplierdiscount.com** to see a list of eligible vehicles.

The Program does not constitute an agreement between GM and any purchaser for the purchase/lease of any vehicle at a specific price. However, by purchasing a vehicle through The Program, The Participant and Sponsored Purchaser acknowledge The Program's Rules and Guidelines and agree to abide by the same Program Rules and Guidelines.

General Motors may unilaterally modify, change or withdraw The Program at anytime.

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, GM may, in its sole discretion, cancel The Program or any order submitted pursuant to The Program without any further obligation and without any liability to either the dealer or The Participant.

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

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