

# General Motors Vehicle Purchase Programs Rules and Guidelines

## Overview

The General Motors Vehicle Purchase Programs (The Programs) provide eligible Participants (The Participant) residing in the United States with the opportunity to purchase/lease new and unused vehicles and used company-owned GM vehicles at The Programs' prices. Leasing arrangements can be made through any financial institution.

By purchasing a vehicle through The Programs, both the eligible GM 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 Programs as set forth in this document and to make them known to their sponsored purchasers. Violations of these rules by any purchaser will result in sanctions against the eligible Participant.

The Programs may be withdrawn at any time, and its terms are subject to change from time to time by General Motors.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.

## Eligibility

### I. New Vehicle Purchase Program (NVPP)

#### A. Eligible Participants

Active employees.

Non-active employees: must be receiving GM pension or healthcare plan.

Surviving spouses: must be receiving GM pension or healthcare plan. New surviving spouses of retired UAW members receiving healthcare, but not a GM pension, are not eligible.

#### B. Sponsored Purchasers

Eligible Participants are able to sponsor their spouses, children, grandchildren, parents, stepparents, grandparents (including in-law and step), siblings (including full, half and step), stepchildren, stepgrandchildren, mother-/father-in-law, sons-/daughters-in-law and brothers-/sisters-in-law. Same-sex

domestic partners (SSDP) of eligible participants also qualify, where applicable. (Note: Eligible SSDPs are treated the same as spouses and therefore, their eligible family members are also included. For more information, contact the National Benefits Center at 1.800.489.4646.)

### II. GM Company-Owned Vehicle Purchase Program (COVPP)

#### A. Eligible Participants

Active employees.

Non-active employees: must be receiving GM pension or healthcare plan.

Surviving spouses: must be receiving GM pension or healthcare plan. New surviving spouses of retired UAW members receiving healthcare, but not a GM pension, are not eligible.



### **B. Sponsored Purchasers**

Eligible Participants are able to sponsor their spouse or same-sex domestic partner (SSDP), where applicable, and dependent children and stepchildren, provided the children are either under 21 years of age or full-time students not exceeding 25 years of age on the date of purchase. (Note: Eligible SSDPs are treated the same as spouses and, therefore, their dependent children and stepchildren are also included.)

### **III. GM Supplier Discount Program (SVPP)**

#### **A. Eligible Participants**

Active employees of eligible GM supplier companies.

Active employees of eligible GM fleet and commercial companies.

#### **B. Sponsored Purchasers**

Participants under the SVPP are not eligible to sponsor any purchasers unless the Participant purchases. Each time an eligible Participant purchases or leases a qualifying new GM vehicle under the GM Supplier Discount Program, he/she will be granted the opportunity to pass on the GM Supplier Discount to one individual for up to one year after purchase or lease.

### **IV. GM Family Legacy Program (FLP)**

#### **A. Eligible Participants**

Children of deceased surviving spouses that were receiving benefits of GM pension.

Children of deceased GM retirees without surviving spouses.

### **B. Sponsored Purchasers**

Eligible Participants are able to sponsor their spouse or same-sex domestic partner (SSDP), where applicable, and dependent children and stepchildren, provided the children are either under 21 years of age or full-time students not exceeding 25 years of age on the date of purchase. (Note: Eligible SSDPs are treated the same as spouses and, therefore, their dependent children and stepchildren are also included.)

Individuals who are employed by a government organization may not be sponsored as purchaser/lessee due to relevant government rules. Consult GM Policy: PCC-06 SALE, DONATION OR COURTESY LOAN OF VEHICLES TO GOVERNMENT OFFICIALS/ENTITIES.

### **Program Rules**

General Motors will conduct periodic audits to ensure the integrity of The Programs. Participants may be asked to furnish documentation supporting the eligibility of sponsored family members and compliance with these rules.

Documents requested may include, but are not limited to, copies of marriage licenses, birth certificates, registration/title information, etc.

General Motors reserves the right to audit dealership records and disqualify any sales that do not meet The Programs' guidelines. Any money improperly paid to any party based upon dealers or Participants representation shall be charged back accordingly.

Violations of these Rules and Guidelines including violation of retention periods or titling violations by any sponsored purchaser 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 of employment. In addition, legal action may be commenced for any rule violation.

### **Authorization numbers**

The sale of any vehicle purchase program authorization numbers or other unauthorized use of such numbers is prohibited. Participants (as defined in the Eligibility section) who violate this provision, or who sponsor the sponsored purchaser who violates this provision, will be suspended from The Programs 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 Programs.

### **Eligibility period**

Each authorization number is good for six months toward the purchase or lease of an eligible, new or unused 2010 or 2011 model-year GM vehicle at The Program price. To see a list of excluded vehicles, visit the home page and select What Vehicles Are Eligible from the "Get Answers" tab. Some other 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. For the NVPP, COVPP and FLP, visit [gmfamilyfirst.com](http://gmfamilyfirst.com). For the GM Supplier Discount Program, visit [gmsupplierdiscount.com](http://gmsupplierdiscount.com).

## Retention

### I. Purchase or Lease

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.**

## Entitlements

### I. NVPP

An eligible Participant may purchase/ lease and/or sponsor the purchase/lease of a combined total of six (6) new and unused vehicles per calendar year.

### II. COVPP

An eligible Participant may purchase/ lease and/or sponsor the purchase/lease of a combined total of two (2) vehicles per calendar year.

### III. SVPP

Eligible GM supplier Participants may purchase/lease up to two (2) eligible new and unused vehicles per calendar year under the SVPP.

### IV. FLP

An eligible Participant may purchase/

lease and/or sponsor the purchase/lease of a combined total of six (6) new and unused vehicles per calendar year.

## Titling restrictions

A vehicle purchased/leased under the NVPP, COVPP and FLP must be used for the **personal, noncommercial use**/transportation of the eligible purchaser. It is prohibited under The Programs 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 NVPP, COVPP and FLP to purchase/lease a vehicle for commercial use. Vehicles purchased under The Programs must be registered, licensed, titled, insured and owned by the Participant and/or sponsored purchaser. Vehicles may be jointly registered, licensed, titled, insured and/or owned in the Participant's name and the name of his or her spouse. Vehicles may also be titled in the name of a living trust that bears the name of the Participant.

**Cotitling a vehicle with a spouse, or a noneligible person required for financing, is allowed. Titling a vehicle with a business entity is not allowed with the NVPP, COVPP and FLP programs.**

## 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 Programs. **At no time should a Participant accept payment or other consideration from dealers for referrals.** Participants 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 purchaser. DO NOT SIGN the agreement if it is blank or The Program price (price marked "PREFER") from the invoice is not shown. If you have any questions or concerns regarding your purchase or lease, clarify them with your 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.

## Dispute resolution

If there is a dispute involving repairs made to a vehicle under the GM Limited Warranty or regarding the extent to which warranty coverage is provided, the Participant is encouraged to first seek resolution with the management of the dealership. If resolution is not reached, contact the Customer Assistance Center (CAC) listed in the vehicle Owner's Manual. The CAC will discuss alternatives with the Participant and/or the dealership to work toward an acceptable resolution. If resolution is not achieved at that point, the remaining recourse is to go through the **GM Dispute Resolution Process** to submit the dispute to a neutral third-party arbitrator. Participation in the GM Dispute Resolution Process **in lieu of litigation** is mandated in consideration of the discount received on the vehicle through The Programs.

## Documentation fees

Dealers will be permitted to assess a maximum of \$75 in documentary fees, unless (1) a higher maximum documentary fee is specified by law, and (2) the dealer charges all customers the same documentary fee. Each dealer is responsible for complying with applicable laws and regulations.

## Additional Information

If the dealer you visit is not willing to sell you a vehicle under the GM Vehicle Purchase Programs, you may visit another GM Dealer. Dealer participation is voluntary.

Dealers are not required to participate in the GM Vehicle Purchase Program. To determine a specific dealer's willingness to sell vehicles under The Programs, you 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 [gmfamilyfirst.com](http://gmfamilyfirst.com) or [gmsupplierdiscount.com](http://gmsupplierdiscount.com) to see the vehicle eligibility list.

The Programs do 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 Programs, the Participant and sponsored purchaser acknowledge The Programs' Rules and Guidelines and agree to abide by the same program Rules and Guidelines.

General Motors may unilaterally modify, change or withdraw The Programs at any time.

The Participant will receive a letter each time an authorization number is requested for NVPP, COVPP and FLP. 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.

Failure to comply with the audit request may subject the Participant to the sanctions referenced in the Program Rules section. General Motors has the final decision on all eligibility requirements. The Rules and Guidelines of The Programs may be modified by GM at any time, in its sole discretion.

Company-owned vehicles are purchased on an "as is" basis. Because these vehicles are sold as used vehicles, they should not be expected to be free of all evidence of ordinary use. Each vehicle is inspected when it is removed from company vehicle service, and if damage or wear is determined to be excessive, the vehicle will be repaired or authorization will be given to the delivering dealer to make the repair. Dealers are not required to repair or replace any part on a vehicle that is deemed normal wear and tear. The warranty on a company-owned vehicle purchased under The Programs is limited to the remainder of the period specified under the GM Limited Warranty from the date the vehicle was first put into company service.

## 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 Programs, GM may, in its sole discretion,

cancel The Programs or any order submitted pursuant to The Programs 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.

GM-1755 (Rev. 1/14/11)

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