

The GM Card®* Earnings Program Terms and Conditions

These terms and conditions apply to The GM Card®* loyalty program (the "**Earnings Program**") and constitute the entire agreement between you and General Motors of Canada Company ("**GM Canada**") regarding your participation in the Earnings Program.

The accumulation of Earnings does not entitle a Cardholder to any vested rights and, in accumulating GM Earnings, you may not rely upon the continued availability of any award, reward, award/reward level, premium, privilege or other benefit. GM Canada specifically reserves the right to amend, alter, withdraw or terminate the Earnings Program (in whole or in part), any program, benefit, award, reward, award/reward level, premium or privilege or these terms and conditions. Any such changes may affect Earnings you already accumulated as well as any future accumulation of Earnings.

If you or another Cardholder activate, sign, or use any Card, it will mean that you have read these Terms and understand and agreed to abide by these Terms, including any changes that GM Canada makes to these Terms.

1. What The Words Mean

"Bank" means The Bank of Nova Scotia;

"Card" means any credit card issued by the Bank on a GM Card Account and all renewals of and replacements for that credit card;

"Cardholder" means an individual who has been issued a Card in their name;

"Earnings" means the amount calculated as a percentage of eligible Net Purchases credited to the GM Card Earnings Account to be used toward the purchase or lease down payment of a new Chevrolet, Buick, GMC, or Cadillac;

"GM Card Account" means a *Scotiabank*® GM®* Visa* Card account, a *Scotiabank*® GM®* Visa Infinite* Card account or *Scotiabank*® GM®* Visa* Business Card;

"GM Card Earnings Account" means the account tied to a GM Card Account for the crediting and debiting of Earnings in connection with the Earnings Program;

"Good Standing" means a GM Card Account that is not delinquent, overlimit, or past due and is not closed, charged off or in credit revoked status (according to credit risk policies of Bank that may change from time to time);

"Primary Cardholder" means the individual who applied for a consumer GM Card Account as the primary borrower, to whom the Bank has issued a Card and in whose name the GM Card Account is established;

"Secondary Cardholder" means the individual who applied for a consumer GM Card Account as the co-borrower, to whom the Bank has issued a Card and in whose name the GM Card Account is established jointly with the Primary Cardholder;

"Terms" means these GM Card Earnings Program Terms and Conditions;

"You" and **"your"** means, each of the Primary Cardholder and the Secondary Cardholder.

2. Eligibility

The Earnings Program and its benefits are offered at the sole discretion of GM Canada. To participate in the Earnings Program you must:

- Be a Primary or Secondary Cardholder;
- Reside within Canada; and
- Accept these Terms when you apply for a GM Card Account.

GM Canada reserves the right to disqualify any person from participation in the Earnings Program if, in GM Canada's sole judgment, that person has violated any of these Terms, become bankrupt, committed fraud, misrepresented information, manipulated or otherwise abused the Earnings Program. Disqualification will result in termination of an individual's participation in the Earnings Program and loss of any accumulated Earnings.

3. Earnings

Using the *Scotiabank* GM Visa Card (with no annual fee), you receive 5% of the first \$5,000 of your Net Purchases annually, and 2% of your Net Purchases thereafter as Earnings. With the *Scotiabank* GM Visa Infinite Card or *Scotiabank* GM Visa Business Card, you will receive 5% of the first \$10,000 of Net Purchases annually and 2% for Net Purchases thereafter as Earnings.

"Net Purchases" are purchases of eligible goods and services that are charged to your GM Card Account less any returns or other credits. Net Purchases do not include, and Earnings are not awarded for, cash advances, *Scotia*[®] Credit Card Cheques, returns, payments, annual membership or card fees, casinos and gambling, interest charges or service transaction charges. Credits for returns and adjustments will reduce or cancel your Earnings by the amounts originally charged to the Card and will be reflected in the Earnings summary.

4. Use of Earnings

Earnings may be applied toward the Total Purchase Price or lease down payment of any eligible new Chevrolet, Buick, GMC, or Cadillac. Fleet sales and commercial leases are excluded. The "Total Purchase Price" consists of the vehicle price (up to the Manufacturer's Suggested Retail Price), freight and PDI, air tax, and applicable sales taxes. In accordance with federal and provincial tax legislation, GST, PST, QST, HST and any other applicable taxes are calculated and payable on the full amount of the purchase price before any reduction for redeemed rewards. The "Total Purchase Price" excludes costs associated with licensing, registration, insurance, dealer fees, accessories, additional options, extended warranties, maintenance or service plans and other services such as OnStar and SiriusXM.

The customer redeeming the Earnings is solely responsible for the excluded fees and costs and for any taxes, fees, levies or other charges imposed by or with the authority of any government or governmental authority in respect to any rewards or benefit. Your available Earnings may not be redeemed for cash or any cash equivalent.

For complete details, including a list of ineligible vehicles, visit gmc.ca or your authorized Chevrolet, Buick, GMC, or Cadillac dealer. GM Canada may, in its sole discretion, change the list of eligible vehicles at any time without notice.

5. Redemption of Earnings

Earnings must be redeemed during the operation of the GM Card Earnings Program and during the time that your GM Card Account is in Good Standing. To redeem the Earnings you have accumulated, visit gmcards.ca and select "My Earnings" or contact the GM Card Reward Centre at 1-888-446-6232 to verify your total Earnings available. Once verified, visit any authorized GM dealer and choose your eligible new vehicle. After you and the sales representative have discussed the sale or lease price of your vehicle, but before you sign the contract, tell the sales representative that you want to redeem your Earnings.

You and the sales representative will then call the GM Card Reward Centre to confirm your total amount of eligible Earnings. During the call, the GM Card Reward Centre will ask for the Primary Cardholder's information for authentication purposes and also obtain certain vehicle sale information from the sales representative and then provide the representative with an authorization number to complete the transaction. Upon issuance of the authorization number, the Earnings amount will be deducted from the Total Purchase Price or lease down payment of your new Chevrolet, Buick, GMC, or Cadillac.

Only the Primary and Secondary Cardholder may redeem the Earnings associated with that GM Card Account toward the Total Purchase Price or lease down payment of any eligible new Chevrolet, Buick, GMC, or Cadillac. If the Primary or Secondary Cardholder redeem more Earnings than they are entitled to under the Earnings Program, the value of such excess credit toward the Total Purchase Price or lease down payment of any eligible new vehicle will be due to GM Canada and may be deducted from future Earnings.

6. Earnings Information

Your GM Card Earnings Account does not automatically adjust when you make an eligible Card purchase. Earnings are not eligible for redemption until they are posted to your GM Card Earnings Account. Your Card activity is recorded on the monthly account statement sent to you by the Bank. Each statement sent to you by the Bank contains an "Earnings Summary" which reflects your total accumulation of Earnings up to the close of that billing cycle. Earnings awarded and reflected on your monthly account statement will be expressed in whole dollars and rounded down by the next portion of a dollar spent.

Information about the Earnings Program and your Earnings balance can be obtained by visiting gmcards.ca or by contacting the GM Card Reward Centre at 1-888-446-6232. Information about your GM Card Earnings Account will be provided only to the Primary or Secondary Cardholder. The GM Card Reward Centre will require information about the Primary Cardholder for authentication purposes. All Earnings discrepancies must be brought to GM Canada's attention within six months of the date of the transaction for which you are requesting an adjustment.

7. Cancelled / Closed Accounts

If you cancel your GM Card Account, your credit privileges are revoked by the Bank or your GM Card Account is otherwise closed, you may redeem any unused Earnings within a period of 90 days, provided your GM Card Account(s) is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

8. Death of Cardholder

If there is no Secondary Cardholder on the GM Card Account: Upon the death of the Primary Cardholder, any unused Earnings will be available for 90 days for redemption by the Primary Cardholder's estate, provided the GM Card Account is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

If there is a Primary and Secondary Cardholder on the GM Card Account: If the GM Card Account remains open in the name of the surviving Primary or Secondary Cardholder, then the GM Card Earnings Account will

remain open and Earnings will continue to be available to such surviving Cardholder (who will then be treated as the Primary Cardholder) in accordance with these Terms. Where the GM Card Account is closed upon the death of the Primary Cardholder or Secondary Cardholder, any unused Earnings will be available for 90 days for redemption by the surviving Primary or Secondary Cardholder, provided the GM Card Account is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

9. Program Changes / Termination

Subject to applicable law, GM Canada may terminate the Earnings Program or portions thereof at any time with or without notice to you. If GM Canada terminates the Earnings Program, you will have 365 days from the date the Earnings Program termination is announced to redeem accumulated Earnings toward an eligible, new Chevrolet, Buick, GMC, or Cadillac in accordance with these Terms.

GM Canada may revise these Terms at any time upon thirty (30) days' notice and GM Canada will post the revised terms and conditions on gmcards.ca. You should periodically visit this website to review the current Terms and to view your GM Card Earnings balance. You are responsible for keeping up to date on the Earnings Program Terms and your GM Card Earnings balance.

10. No Claims

Earnings have no monetary value and cannot form the basis of a monetary claim against GM Canada or the Bank. Earnings accumulated under this Earnings Program do not constitute property of the Earnings Program participants. The Earnings you have accumulated with your GM Card are non-negotiable, cannot be redeemed in whole or in part for cash or credit, may not be brokered, bartered, sold or transferred as part of a domestic relations matter, and will be declared void if sold, brokered, bartered, willed, traded, or otherwise assigned (except for a transfer permitted in Section 11).

11. Transfer of Earnings

You may transfer all or part of your Earnings to any supplementary Cardholder on your GM Card Account or the following immediate family members residing at the same address for the immediate purchase or lease of an eligible new Chevrolet, Buick, GMC or Cadillac: parents, grandparents, spouse, siblings, grandchildren, and children (step or in-laws). The supplementary Cardholder or immediate family member must not have, at the time of transfer, a GM Card Earnings Account. You may be required to provide proof of relationship. To transfer your Earnings to a supplementary Cardholder or an immediate family member, you must call the GM Card Reward Centre to authorize the transfer and provide the required information.

You are permitted on a one time only basis, to transfer your Earnings from your BuyPower Card issued in the United States to your Earnings in Canada. Contact the GM Card Redemption Centre at 1-888-446-6232 to request a cross border transfer of your Earnings. The number of Earnings transferred will be based on a currency exchange rate determined by GM Canada and will not be equal to your Earnings balance before the transfer. In order for the transfer of Earnings to be processed, you will need to close your existing foreign BuyPower Card rewards account after requesting the transfer.

12. No Pooling of Earnings

Your GM Card Earnings may not be pooled with any other GM Card Earnings Account. When redeeming Earnings toward the Total Purchase Price or lease down payment of any eligible new GM vehicle, only Earnings associated with one GM Card Earnings Account may be used for each GM vehicle. GM Canada is not responsible, and bears no liability, for disagreements between participants concerning the use of Earnings.

13. Taxes

Earnings are inclusive of the Federal Goods and Services Tax ("GST"), Harmonized Sales Tax ("HST"), and Quebec Sales Tax ("QST"), and applicable Provincial Sales Tax. Determination of income or other tax liability related to participation in this Earnings Program is the responsibility of the participant/user. GM Canada does not make any representations as to the current or future tax consequences to the Earnings Program participant of the crediting, transfer, use, redemption, termination or disposition of the total Earnings accumulated with their GM Card.

14. Audit

GM Canada reserves the right to audit participants and/or dealers for compliance with the terms and conditions of the GM Card Earnings Program. In the event an audit reveals discrepancies, the processing of Earnings may be delayed until they are resolved.

15. Changes to Contact Information

You are responsible for advising the Bank of any change to your legal name or to your address, e-mail address or other contact information. GM Canada shall not be liable for misdirected communications such as mail, or any consequences thereof. If you wish to make an address or legal name change, please contact *Scotiabank* GM VISA Customer Service at 1-844-259-5343, *Scotiabank* GM VISA Infinite Customer Service at 1-844-891-0484, or *Scotiabank* GM VISA Business Card Customer Service at 1-844-803-2446. Additional documentation may be requested by Bank to confirm such change.

16. Operation of Earnings Program

GM Canada is responsible for the operation and administration of the Earnings Program. GM Canada is the final authority as to the interpretation of these terms and conditions and any subsequent amendments or updates thereto. The Bank is responsible for the operation and administration of your GM Card Account.

17. No Liability

Neither GM Canada nor Bank shall have any liability to Cardholders whatsoever in relation to the Earnings Program, including without limitation, by reason of:

- the termination or amendment of the Earnings Program in whole or in part
- any changes to these Terms in whole or in part, including any changes to eligible purchases
- any changes to GM vehicle eligibility
- any rewards claimed
- failure to communicate Earnings Program information of any kind.

Neither GM Canada nor Bank shall have any responsibility for, and you specifically release GM Canada, Bank and their respective parent, affiliates, subsidiaries and representatives from, any and all liability arising out of or resulting from any accident, loss, injury or damage caused by any redemption of Earnings or use/misuse of any goods obtained under the Earnings Program.

18. Governing Laws

The Earnings Program is governed by the laws of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. Any disputes regarding the Earnings Program, including Earnings accumulated or rewards claimed or received shall be submitted to the courts of Ontario whose courts shall have exclusive jurisdiction to hear such disputes.

19. Privacy Information

GM Canada will credit or debit your GM Card Earnings Account with Earnings based on the Net Purchases reported to GM Canada by the Bank. You authorize the Bank to provide GM Canada with information related to your application for and use of the GM Card and relating to the transactions from the GM Card Account, for the purpose of administering your GM Card Earnings Account and for those other purposes described in our GM Card Privacy Statement attached to and forming part of these terms and conditions (the "GM Card Privacy Statement"). Please carefully review the GM Card Privacy Statement for further details regarding GM Canada's collection, use and disclosure of your personal information. GM Canada will share with the Bank your Earnings and redemption information, and such information will be used by the Bank in accordance with the Scotiabank Privacy Agreement. The Scotiabank Privacy Agreement is available at any Scotiabank branch or at scotiabank.com.

THE GM CARD®* EARNINGS PROGRAM PRIVACY STATEMENT Consent to the Collection, Use and/or Disclosure of Your Information

By submitting your application for a *Scotiabank® GM®* VISA®** credit card, *Scotiabank® GM®* VISA Infinite®** credit card, or *Scotiabank® GM®* Visa®** Business Card (the "**GM Card**"), and participating in the GM Card®* Earnings Program (the "**Earnings Program**"), you consent to the collection, use and disclosure of information about you by us as described below and in the General Motors of Canada Company Privacy Policy (the "**GM Canada Privacy Policy**") at <http://www.gm.ca/gm/english/corporate/about/privacy/overview>. The words "**we**", "**us**" and "**our**" mean General Motors of Canada Company ("**GM Canada**") and includes GM Canada and its world-wide affiliates.

The information that we collect, use and disclose includes personal, financial and other details about you that you provide to us directly and information that we obtain through The Bank of Nova Scotia (the "**Bank**") or from others outside GM Canada.

For each applicant and co-applicant (if applicable) this information includes:

- Name and contact information
- Preferred language
- Employer's name (to identify your eligibility for special offers)
- Birth year
- GM Card and Earnings Program customer identifier and transaction information (such as account number [3 digits only], expiry date, account balance, purchase amount, transaction date, merchant description, product category, Earnings, and redemptions, including date of purchase of vehicle using Earnings)
- The channel used to apply for the GM Card (e.g., online, phone, dealership, Bank branch)

We collect, use and disclose information about you for the purposes described in the GM Canada Privacy Policy including but not limited to, for the purposes of:

- Providing you with and administering products and services you have acquired or requested, such as warranty or extended service plan coverage and roadside assistance;
- Facilitating your application for financing or credit;
- Meeting safety, security, legal and regulatory requirements;
- Providing you with general marketing and business partner information, offers and advertisements;
- Conducting market analysis and analyzing business results;
- Maintaining the accuracy of our records to respond to your inquiries and provide you with warranty or other customer service communications, and otherwise better understand and manage our or our dealers' relationship with you; and
- Satisfying other reasonable, legitimate business interests (such as maintaining our relationship with you; improving and analyzing our products, services, and customer satisfaction; and collecting outstanding debts).

ADDITIONAL DISCLOSURES AND USES

In connection with the GM Card and the Earnings Program, our collection, use and disclosure of your information also includes the following purposes:

- Administering, analyzing and improving the Earnings Program and the GM Card, such as by recording the GM Card Earnings that you have accumulated through your use of the GM Card and with partners or that you have redeemed;
- Communicating offers about accumulation and redemption opportunities, benefits, products and services provided by GM Canada, the Bank, and/or our partners that are most likely to be of interest to you (e.g., by considering trends in your accumulation and/or redemption of GM Card Earnings across various sectors to determine which partners, offers and services are most relevant to you).
- Understanding your preferences, needs, interests and usage in order to develop, enhance, and provide products and services that best meet your expectations, and to measure the success of various GM Card and Earnings Program features and promotions;
- In the case of a sale of all or part of the GM Card Earnings Program or GM Card business or assets, or a contract with a potential new partner, enabling potential purchasers or partners to evaluate the business after a confidentiality agreement has been executed;
- Providing the Bank with certain GM Card Earnings and redemption information, including the date on which you redeemed Earnings, your Earnings balance and any Bonus Earnings you may have earned for use by the Bank to administer the GM Card and for the purposes identified by the Bank (all as more fully described in the Scotiabank Privacy Agreement, a copy of which can be found at scotiabank.com); and
- Sharing with our authorized GM Canada dealers whether you have a GM Card and the approximate GM Card Program Earnings available for an eligible transaction.

You may access and rectify any of your information contained in our files by contacting us directly at <http://www.gm.ca/gm/english/corporate/about/privacy/overview> or at 1-800-GM-DRIVE or 1-800-463-7483.

To understand how you can withdraw your consent to our use for marketing purposes, refer to the "CAN I OPT-OUT OF GM CANADA MARKETING PROMOTIONS AND INITIATIVES" section of the GM Canada Privacy Policy at <http://www.gm.ca/gm/english/corporate/about/privacy/overview> or contact us at 1-800-GM-DRIVE or 1-800-463-7483.

For information about the Bank's commitment to privacy, a copy of the Scotiabank Privacy Agreement can be obtained at scotiabank.com or from any Scotiabank branch. The Scotiabank Privacy Agreement explains how Scotiabank protects the privacy of individuals' personal information and your right to tell the Bank at

any time to stop using information about you to promote Scotiabank services or the products and services of third parties.

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