

reside at the Primary Cardholder's residence, provided that a minimum of \$500 in Earnings is retained on the account after the transfer. Immediate family members may already be a GM Cardholder themselves, however transferred Earnings cannot be combined with the recipient's existing Earnings. Proof of relationship and/or residency must be provided upon request. The transfer of Earnings offer is only available to Canadian residents.

In order to transfer your Earnings to an immediate family member, the Primary Cardholder must call The GM Card Customer Centre at 1-800-461-3279 (416-982-3279 in Toronto) (option 5) to authorize the transfer and provide required transferee information. At the time of redemption, the transferee must identify themselves to the Dealer/Retailer as the GM Card Earnings recipient. GM is not responsible and bears no liability for disagreements between participants concerning use of Earnings accumulated under a GM Card account.

Transfer of Earnings across Borders. You are permitted on a one time only basis, to transfer your GM Card Earnings from your GM Card issued in the United States or the U.K. to The GM Card in Canada, provided your GM Card account from the country of origin is in good standing. Once you have opened your new GM Card account, contact the GM Card Customer Centre at 1-800-461-3279 (416-982-3279 in Toronto) (option 5) to request a cross border transfer of your Earnings. Earnings are transferred to your new GM Card Account at a fair exchange rate. Your existing foreign GM Card Account must then be closed, in order for the transfer of Earnings to be processed.

13. Taxes. Determination of income or other tax liability related to participation in this Program is the responsibility of the participant/user. Neither GMCL nor the Bank makes any representations as to the current or future tax consequences to the Program participant of the crediting, transfer, use, redemption, termination or disposition of the Total Earnings accumulated with their GM Card.

14. Audit. GMCL reserves the right to audit participants and/or Dealers/Retailers for compliance with The GM Card Earnings and Redemption Allowance Program Rules. In the event an audit reveals discrepancies, the processing of Earnings may be delayed until they are resolved.

15. Address/Name Change. If you wish to make an address or legal name change, it must be submitted in writing along with your GM Card account number and signature to The GM Card Customer Centre P.O. Box 4079, Postal Station "A", Toronto, Ontario M5W 2E4. For an address change, you must include both the new and old address. For a name change, you must include a clear copy of supporting legal documentation, such as a marriage certificate.

16. Termination. The GM Card Earnings and Redemption Allowance Program has no predetermined termination date. Subject to applicable laws, GMCL may terminate the Program or portions thereof at any time, with or without notice to you. Participants will have 90 days from the date Program termination is announced to redeem their accumulated Earnings.

17. Changes. GMCL may, from time to time and in its sole discretion, change, enhance or eliminate The GM Card Earnings and Redemption Allowance Program Rules, restrictions or benefits, in whole or in part, subject to applicable laws, with or without notice to you.

18. Privacy. At General Motors of Canada Limited ("GM Canada") we respect your privacy and value our relationship with you. Your personal information will be protected, will never be sold, and unless we advise you in advance, will be used only by GM Canada, our affiliates, dealers/retailers, and service suppliers (only to provide services). Our goal is to enhance your product and service experience with us. By submitting this personal information to us, you are consenting to its use and disclosure for the following purposes:

- Meeting safety, security, legal and regulatory requirements;

- Providing you with general marketing, product, service and business partner information and offers;

- Conducting market analysis;

- Maintaining the accuracy of our records to respond to your inquiries and provide you with warranty or other customer service communications, and otherwise manage our or our dealers/retailers' relationship with you;

- Satisfying other reasonable, legitimate business interests (such as collecting outstanding debts).

Your personal information may be stored and/or processed or otherwise used by or on behalf of GM Canada both inside and outside of Canada where the laws may be different from those in Canada. If you do not wish to receive notice of special offers or other marketing information, or if you would like to receive only certain types of communications from us, please let us know. We would also be happy to answer any questions you may have about our Privacy Policy or practices, or to provide you with further information about those with whom your information is shared. Please contact us at 1-800-GM-DRIVE (1-800-463-7483) or view our Privacy Policy on our Web site at www.gm.ca.

DISCLAIMER AND RESPONSIBILITY FOR PROGRAM:

GMCL is responsible for the operation and administration of The GM Card Earnings and Redemption Allowance Program. The Bank is responsible for operation and administration of Cardholder credit matters and maintains its own Customer Centre to answer credit-related questions only.

[†] The TD Bank Financial Group and TD Canada Trust means The Toronto-Dominion Bank and its affiliates, who provide deposit, investment, loan, securities, trust, insurance and other products or services.

© The GM Card is a Registered Trademark of General Motors Corporation/Used under license.

The Toronto-Dominion Bank and its affiliates are not responsible for the GM Card Earnings and Redemption Allowance Program.

TD logo is a trade-mark of The Toronto-Dominion Bank.



Canada

gm.ca



© Mixed Sources
Product group from well-managed
forests, controlled sources and
recycled wood or fiber
www.fsc.org Cert no. SW-COC-002206
© 1996 Forest Stewardship Council

Printed in Canada.
G302 (05/09)



The GM Card®

The GM Card Earnings and Redemption Allowance Program Rules.

These Rules apply to The GM Card® Earnings and Redemption Allowance Program. On the following pages, this program will be referred to as "the Program", unless otherwise stated.

OVERVIEW

As a GM® Cardholder, you are automatically enrolled in The GM Card Earnings and Redemption Allowance Program ("the Program") at no additional charge.

Under this Program, 3% of the net amount of eligible purchases charged to your GM Card for goods and services are available to you as GM Card Earnings. These Earnings may be applied toward the Total Purchase Price or lease down payment of any eligible new General Motors vehicle. There is a limit ("Redemption Allowance") on the amount of GM Card Earnings that may be applied to any eligible new GM® vehicle (see section 7, "Redemption Allowance"). The Earnings you accumulate with your GM Card are valid for a period of seven consecutive years.

Your GM Card activity is recorded on the monthly billing statement sent to you by TD Canada Trust[†], the issuing bank of The GM Card. Each statement contains a "GM Earnings Summary" which reflects your total accumulation of GM Card Earnings up to the close of that billing cycle.



For your convenience, General Motors of Canada Limited (“GMCL”) maintains The GM Card Customer Centre to answer questions about your GM Card Earnings. GM Card Customer Centre representatives will also assist you in redeeming your GM Card Earnings. You may also call The GM Card Customer Centre to request additional GM Cards

for your account at no additional charge. To contact the GM Card Customer Centre, call 1-800-461-3279 (416-982-3279 in Toronto).

Important rules governing The GM Card Earnings and Redemption Allowance Program. After you have read these rules, please save this guide and any supplements for future reference and discard any previous versions.

1. Participation. The GM Card Earnings and Redemption Allowance Program and its benefits are offered at the sole discretion of GMCL. To participate you must:

- Be a GM Cardholder in “Good Standing” with the issuing bank, The Toronto-Dominion Bank (the “Bank”) (see section 9 “Good Standing”).

- Be an individual. Companies, partnerships and other entities may not become Cardholders.

- Reside within Canada.

Enrollment in the Program occurs automatically upon issuance of your GM Card. Authorized names in the Program are the same as on The GM Card account. GMCL reserves the right to disqualify any person from participation in the Program if, in GMCL’s sole judgment, that person or another person with the same account has violated any of these rules. Disqualification will result in termination of an individual’s participation, termination of the participation of others with the same account and loss of any accumulated Earnings.

GMCL reserves the right to change these Program rules at any time without prior notice to you.

2. Accumulating Earnings. The Program provides Earnings accumulation at a rate of 3% on the total amount of each eligible purchase that appears on the monthly billing statement for The GM Card. The account year begins the day the Bank opened your GM Card account (“Anniversary Date”). Earnings will be inclusive of the Federal Goods and Services Tax (“GST”) and applicable Provincial Sales Tax.

3. Eligible Purchases. Only purchases of goods and services which are not returned or otherwise the subject of credit to The GM Card account are eligible for Earnings. Cash Advances (including Balance Transfers, TD *Visa* Cheques and cash-like Transactions) and Automated Banking Machine (ABM) withdrawals and certain other non-product/service transactions are excluded. Purchases eligible for GM Card Earnings are those made at any merchant location around the world where The GM Card is accepted.

4. Statements. Information about the Program and your GM Card Earnings is included in your monthly GM Card billing statement sent to you by the Bank. The Total Earnings you accumulate for purchases of goods and services charged to your GM Card account will be determined according to a billing cycle schedule in effect at the time the purchase is posted to your account.

Some Program participants will not receive a monthly statement because there is no activity on The GM Card account. Participants who do not receive a monthly billing statement may not be sent information concerning their accumulated Earnings or changes in The GM Card Program. If you do not receive a monthly statement and have questions about your Earnings, or want to obtain current Program information, call The GM Card Customer Centre at 1-800-461-3279 (416-982-3279 in Toronto) (option 5), or write to The GM Card Customer Centre, P.O. Box 4079, Postal Station “A”, Toronto, Ontario M5W 2E4. Information about particular account Earnings will be provided only to persons named on the account. All Earnings discrepancies must be brought to GMCL’s attention within six months from the date of the transaction for which you are

requesting an adjustment.

5. Life of Earnings. Unless redeemed or terminated under these Program Rules, Earnings are valid for seven consecutive years from the end of the billing cycle in which they were acquired. In the eighth year, GM Card Earnings accumulated during the first year will expire and GM Card Earnings accumulated in the eighth year will be added in their place and so on. Expiration after seven years will occur month by month, such that seven full years of Earnings are maintained.

If your GM Card account is closed by the Bank because it is not in “Good Standing”, all of your GM Card Earnings will expire immediately and will not be available for redemption (see “Good Standing”). If GMCL terminates the Program, you will have 90 days from the date the Program termination is announced to redeem accumulated GM Card Earnings. If you close your GM Card account or if the Bank closes your GM Card account due to inactivity, the accumulated GM Card Earnings must be redeemed within 90 days thereafter. GM Card Earnings not redeemed within this 90-day period expire at midnight on the last day of the 90-day period.

6. Earnings Redemption. Subject to these Program Rules, you can redeem GM Card Earnings at any time, provided your account is in “Good Standing”. GM Card Earnings available for redemption are the amount of Earnings posted on your last billing statement date, up to the allowable Redemption Allowance, whether a billing statement is generated by the Bank or not.

7. Redemption Allowance. There is a limit (“Redemption Allowance”) on the amount of GM Card Earnings that may be applied to any eligible new GM vehicle at time of redemption. The Redemption Allowance is the maximum amount of GM Card Earnings that can be applied toward the Total Purchase Price or lease down payment of any eligible new GM vehicle. The Redemption Allowance for a vehicle is established each model year at the beginning of that vehicle’s model year. Redemption Allowances vary up to \$3,500 depending upon the model year and brand of car or truck being purchased or leased. Redemption Allowances may increase during promotional periods or during special offers.

Current Redemption Allowances and other applicable restrictions for all eligible new GM vehicles are available to all GM Cardholders by calling the GM Card Customer Centre at 1-800-461-3279 (416-982-3279 in Toronto) (option 5).

There is no minimum amount of Earnings that may be redeemed, however, all redemptions are subject to Vehicle Redemption Allowances. Partial Redemption of Earnings is permitted and there is no limit on the number of redemptions per year.

8. How to Redeem Earnings. To redeem the Earnings you have accumulated with your GM Card, visit any authorized GM of Canada Dealer/Retailer and choose your eligible new GM 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 are a GM Cardholder and you want to redeem your Earnings. You and the sales representative will then call the GM Card Customer Centre to confirm your total amount of eligible GM Card Earnings, up to the Redemption Allowance maximum for your specific vehicle. During the call, The GM Card Customer Centre will also obtain vehicle sale information from the Dealer/ Retailer representative and then provide the sales representative with an authorization number to complete the transaction. Upon issuance of the authorization number, the Earnings amount, up to the Redemption Allowance maximum for your vehicle, will be deducted from the Total Purchase Price or lease down payment of your new GM vehicle.

If, as a result of subsequent returns or for other reasons, you redeem Earnings larger than you are entitled to under the Program, the value of such excess credit toward the Total Purchase Price or lease down payment of any eligible new GM vehicle will be due to GMCL. The Earnings you have accumulated with your GM Card are non-negotiable, cannot be redeemed in whole or in part for cash, and cannot be applied to the balance of your GM Card account.

9. Good Standing. Your account is in “Good Standing” as long as you fully comply with the terms and conditions in your

Cardholder Agreement, as well as the terms of these Program Rules and neither you nor the Bank have closed your GM Card account. You may not redeem GM Card Earnings if your GM Card account is in default under the current terms and conditions of the Cardholder Agreement provided by the Bank. This includes any amendments that may have been made to such terms and conditions after your GM Card was issued.

10. Eligible GM Vehicles. Earnings may be applied toward the Total Purchase Price or lease down payment of any eligible new GM vehicle. Fleet sales, Medium/Heavy Duty Trucks and commercial leases are excluded. For complete details on vehicle eligibility visit thegmc card.ca or see your General Motors Dealer/Retailer.

11. Pooling of Earnings. Earnings on your GM Card account may not be pooled with any other GM Card 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 account may be used for each GM vehicle. Any person whose name is included on The GM Card account may use the Earnings associated with that account toward the Total Purchase Price or lease down payment of any eligible new GM vehicle. GMCL is not responsible, and bears no liability, for disagreements between participants concerning the use of Earnings.

12. Transfer of Earnings. Any Earnings that have been accumulated do not constitute property of the Program participants. Earnings may not be brokered, bartered or sold and may not be transferred as part of a domestic relations matter. Primary Cardholders may transfer all or a portion of their GM Card Earnings to the following eligible immediate family members (as defined above), who reside at the Primary cardholder’s residence: parents, partner, spouse, brother, sister, child, grandchild and grandparents. Also included are parents of spouse or partner. Primary GM Cardholders are also entitled to transfer a portion of their Earnings to eligible immediate family members who do not

(continued on back)