

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 or a Scotiabank GM Visa Infinite Card account;

“**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 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 gmcards.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 gmcad.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 1-888446-6232 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 at 1-844-259-5343 or Scotiabank GM Visa Infinite at 1-844-891-0484. 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 Group Privacy Agreement. The Scotiabank Group Privacy Agreement is available at any Scotiabank branch or at scotiabank.com.

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THE GM CARD EARNINGS PROGRAM PRIVACY STATEMENT NOVEMBER 2015

Consent to the Collection, Use and/or Disclosure of Your Information

By submitting your application for a Scotiabank GM Visa credit 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 also set out below (the “**GM Canada Privacy Policy**”). 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 Group 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 1-800-4637483. 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 1-800GM-DRIVE or 1-800-463-7483.

For information about the Bank’s commitment to privacy, a copy of the Scotiabank Group Privacy Agreement can be obtained at scotiabank.com or from any Scotiabank branch. The Scotiabank Group 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.

GENERAL MOTORS OF CANADA COMPANY

CONSUMER PERSONAL INFORMATION PRIVACY POLICY

("CONSUMER PRIVACY POLICY")

At General Motors of Canada Company (" **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 below or in advance, will be used only by GM Canada, our affiliates, dealers, and service suppliers (with use by service suppliers limited to providing 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 collection, use and disclosure for the following purposes:

- Providing you with and administering products and services you have acquired or requested, such 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).

If these intended uses are not reasonably obvious from the circumstances in which personal information is collected, we will provide you with an opportunity to withhold your consent to the collection, use or disclosure of the information. For example, we will give you an opportunity to tell us not to use for marketing purposes the contact information that you provide us when registering for a service. Keep in mind, however, that there are limited situations in which applicable laws

require or allow us, our affiliates, suppliers, business partners and our dealers to collect, use or disclose personal information without consent.

This privacy policy does not apply to GM Canada's collection, use or disclosure of personal information in respect of a service or product (e.g., OnStar or a mobile application) for which a separate privacy policy has been published.

GENERAL MOTORS OF CANADA COMPANY

CONSUMER PERSONAL INFORMATION PRIVACY POLICY

("CONSUMER PRIVACY POLICY")

- **What information about me is collected by GM Canada and how is it used?**
- **Will GM Canada share my information with other parties?**
- **How is my personal information protected?**
- **Can I opt-out of GM Canada Marketing promotions and initiatives?**
- **How can I access and correct errors in my information?**
- **How do I contact GM Canada?**
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- **Will GM Canada update its Privacy Policy?**

WHAT INFORMATION ABOUT ME IS COLLECTED BY GM CANADA AND HOW IS IT USED?

i. Personal Information that GM Canada May Collect About You

GM Canada collects personal information about you that is reasonably necessary for the purposes described above. We may collect this information directly from you or from our GM Canada websites, dealers, affiliates, service providers, business partners, and other sources that compile lists of potential vehicle purchasers, always with your consent when required by law.

For example, when you take a test drive, purchase or lease a vehicle, or service your vehicle, a GM Canada dealer will collect information about you that may be shared with GM Canada for the above stated purposes. GM Canada also conducts contests, quizzes, surveys, promotions and offers several forms of personalized services such as vehicle warranty, servicing and maintenance and OnStar services, in respect of which you may be requested to provide personal information, such as name, mailing address, telephone number, email address, age and other information that may be required to provide or administer these services or promotions. We may also ask you to provide

additional information about your purchasing patterns and preferences, gender, and other financial, insurance and demographic information.

GM Canada has arrangements with certain financial organizations who offer financing for the purchase or lease of GM vehicles. These arrangements may provide for the sharing, with your consent, of personal information that you disclose as part of the credit application process and/or personal information found in the related credit decision.

ii. Visiting the GM Canada Website and Electronic Advertisements and Communications

a. What Information GM Canada May Collect Through its Website

During normal website usage, you can visit our site without communicating any personal information. However, to make use of certain features on our site, such as contests, quizzes, promotions, personalized services, or online appointments with one of our dealers, users may need to register with the GM Canada site. As part of this voluntary registration, GM Canada may request contact and eligibility information such as name, mailing address, telephone number, e-mail address, age and other data required for operating these services or promotions.

As described in Section 1(i) above, we may also ask you to provide additional personal information. We use this information as described in our list of purposes set out above. Again, the more information you volunteer, and the more accurate it is, the better we are able to customize and improve your experience with GM Canada.

You should be aware that when you share personal information in public areas of our website, such as chat rooms or bulletin boards, this information might be seen and used by others. We urge you to exercise good judgment when sharing personal information in these forums. *b. Cookies and Other Tracking Tools*

When you visit one of the GM Canada websites or interact with one of our electronic advertisements or communications (including emails), we may collect and store information about your visit or interaction with that advertisement or communication on an anonymous, aggregate basis using "cookie" technology and other tracking tools.

A cookie is a small text file that is placed on your hard drive by a website. Cookies store information that can be read by a web server. We use cookies for many purposes. For example, we may use them to tell us the time and length of

your visit, the pages you look at on our sites, and the site you visited just before coming to ours. We may also record the name of your Internet service provider. The information we collect using cookies allows us to measure site activity and tailor your experience within our website, including by delivering a personalized viewing experience to you featuring products and services that we think you might be interested in based upon your current and previous browsing sessions. We also use cookies to improve the functionality of our web site and to facilitate navigation and security across the site. The goal is to save you time and provide you with a more meaningful visit. For example, cookies allow us to maintain your account login information or contact information on Request a Quote forms between visits, or when looking for a nearby dealer without requiring you to re-enter that information each time you visit our website.

If you are concerned about cookies, most web browsers allow you to modify your browser's settings so that it does not accept cookies or notifies you when you receive a cookie. If you do not know how to modify your browser settings please consult your browser documentation. You may visit the GM Canada website with your cookies turned off. However, some functionality of our site may be impaired and you may not be able to access some of the areas of our site, which require cookies for customization and personalization.

We may also use web beacons (sometimes called pixel tags or GIFS) to help us track usage of our website and the success of our electronic communications and advertisements. For example, web beacons may be used to tell us whether a web page has been viewed or whether e-mail messages have been opened and acted upon by collecting information such as when an email message is opened, how many times an email message is forwarded, the type of software, device, operating system and browser used to deliver the email and whether a link contained within the email message has been "clicked".

We may use one or more third party service suppliers to deliver functionality available within our website, to report to GM Canada on page views and actions taken by users who visit our website, including users who link to our website by clicking on a GM ad on a third party website, and to capture aggregated and anonymous information used for data analytics.

Interest Based Advertising

GM Canada may use third party display advertising services to serve our advertisements on other websites. Providers of these services may place cookies or use other tracking tools on your computer, including cookies set

through and tracking tools facilitated by our website, and may collect certain information about your visits to our website and other websites. This information may include browser type, IP address, web activity and time of day, and may be used to make predictions about your preferences and to display advertisements across the Internet tailored to your apparent interests. This practice is commonly referred to as "Interest Based Advertising" or "Online Behavioural Advertising".

GM Canada does not have access to or control over the tools that these third parties may use or the information that they may collect. GM Canada does not share any personal information about you with these third parties in connection with their display of advertising and the information practices of these third parties are not covered by this privacy policy.

Opting Out of Receiving Interest Based Advertising

You can elect to opt out of Interest Based Advertising from many third party advertisers directly on their websites or through the opt out made available by the [Network Advertising Initiative](#) and [Digital Advertising Alliance](#). These industry alliances make opting out of receiving Interest Based Advertising easier by providing a single location to opt out of ad targeting from member companies.

When you opt out of receiving Interest Based Advertisements a cookie is placed on your computer that informs applicable advertisers that you do not wish to receive Interest Based Advertisements. The cookie is specific to the web browser you were using when you elected to opt out. If you access the Internet through a different browser, or clear your browser's cookies, advertisers will not know that you do not wish to receive Interest Based Advertisements. In either case, you must repeat the opt out process to reset your preferences.

Opting out of receiving Interest Based Advertisements does not mean that GM Canada or the third party advertisers will no longer collect information; however, so long as the opt out cookie is on your browser, it does mean that the third party advertisers from whom you have opted out of receiving Interest Based Advertisements will not display advertisements to you which are tailored to your apparent interests using information collected through cookies and other tracking tools facilitated by our website or the applicable third party advertiser.

Refusing to Accept Cookies

Most web browsers allow you to modify your browser's settings so that it does not accept cookies. Doing so may also allow you to opt out of receiving Interest Based Advertisements. However, some functionality of our site may be impaired and you may not be able to access some of the areas of our site, which require cookies for customization and personalization.

If you do not know how to modify your browser settings please consult your browser documentation. You may visit the GM Canada website with your cookies turned off. If you elect to modify your browser settings so that your browser does not accept cookies, you will need to repeat this process if you access the Internet through another browser.

Advisory

Opting out of Interest Based Advertising or modifying your browser so that it refuses to accept cookies will not opt you out of all advertising, but rather only those advertisements that are tailored to your apparent interests using information collected through cookies and other tracking tools facilitated by our website or the applicable third party advertiser.

Third Party Applications

GM Canada may implement third party applications or on our website to promote our interactions with users of that third party's services. These applications, such as our Twitter and Facebook feeds, are made available to us by the third party publisher of the application. These applications will be visible to you on the web pages where we have implemented them.

If you chose to interact with these applications, for example by clicking on a Facebook "like" button, you will typically allow the third party provider of that application to collect some information about you, including through cookies. In some cases, the third party provider of the application may recognize you through its application and its cookies even when you do not interact with the application.

GM Canada does not have access to or control over the applications that these third parties may use or the information that they may collect. Control and management over these third party applications is made available to you, where applicable, through the third party provider of the application. Please review the privacy policies of the third party application providers to learn more about their data collection practices and the controls that they make available to

you. The information practices of these third parties are not covered by this privacy policy.

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WILL GM CANADA SHARE MY INFORMATION WITH OTHER PARTIES?

When you provide GM Canada with personal information, GM Canada may share that information with our dealer network and affiliates to: (i) deliver products and services that you have acquired; (ii) communicate with you regarding products and services that may be of interest to you; (iii) offer you customer programs; and (iv) perform anonymized analyses. GM Canada may also share your personal information with GM business partners, such as for use in promoting joint marketing programs. For example, we may share your information with SiriusXM in connection with the satellite radio hardware installed on your vehicle and the associated services and products provided by SiriusXM. This information we share may include your name, physical address, email address, other online contact information, and telephone numbers. We may also share the make/model of your vehicle, including radio receiver and vehicle identification numbers. SiriusXM may use this information to enroll you for the XM service, set up the customer account, provide information about the service and related products and match radio IDs that have been installed and activated. For further information about those with whom we may share your information and your related options, please contact us. GM Canada may also share your personal information with our suppliers for the exclusive purpose of providing services for us (e.g. mailings to you in response to your request for information, or to fulfill your request to enter a GM sweepstakes or promotional activity).

We may disclose your personal information as permitted or required by law, in conjunction with a government inquiry, law enforcement activities or in litigation or dispute resolution. In addition, if a GM Canada service provider is located outside of Canada, your personal information may be collected, processed and stored in a country where the laws are different from those in Canada, and where local law enforcement or the local government (e.g. the U.S. government) may be able to obtain disclosure of your personal information under the local laws.

We may disclose to a third party, personal information as part of a prospective or actual business transaction involving GM Canada (including a sale or disposition, merger or amalgamation, financing, conveyance, lease or other business arrangement in respect of all or any portion of GM Canada or of any

of the business or assets or shares of GM Canada or a division thereof) in order for you to receive the same products and services from the third party.

Finally, our website, www.gm.ca, does contain links to sites outside of and not controlled by GM Canada such as those belonging to GM dealers, GM licensees, or independent product review sites. GM Canada is not responsible for these sites, their omissions or for the policies or content of the websites. We recommend that you read the privacy policies of these sites before making a decision to provide your personal information to the site operators.

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HOW IS MY PERSONAL INFORMATION PROTECTED?

GM Canada is committed to protecting your personal information in full compliance with this Privacy Policy and applicable laws. GM Canada understands your concerns about online security and about the security of your information otherwise collected by us and we take reasonable precautions to prevent the loss, misuse or alteration of information under our control. 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. As a result, your personal information may be subject to laws, including lawful access requirements, in the local jurisdiction. In addition, we employ information security policies and information security controls appropriate to the sensitivity of the information. We encourage you, the user, to observe the security features built into your browser. Upgrading to the latest version of an Internet browser will often provide increased security.

GM Canada retains your personal information for as long as necessary to fulfill the purposes for which it was collected, for legal or tax purposes, and to comply with applicable laws. Your consent to such purposes remains valid after termination of our relationship with you. [Back to Top](#)

CAN I OPT-OUT OF GM CANADA MARKETING PROMOTIONS AND INITIATIVES?

If you do not want to be contacted for product, service or marketing initiatives, or if you would like to be removed from any direct marketing initiatives, corporate surveys, telemarketing or direct mail or e-mail lists, or if you would otherwise like to limit our use or disclosure of your personal information, please contact us as indicated below.

Except as required or permitted by applicable law, we will respect your wishes relating to the use of your personal information and we will ensure that your file

reflects the limitations that you have requested. Unless they are obvious, we will advise you of the consequences of withdrawing your consent. For example, if you withdraw your consent, GM Canada may not be able to provide you or continue to provide you with the services or information about products or services or related promotions that may be of value to you.

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HOW CAN I ACCESS AND CORRECT ERRORS IN MY INFORMATION?

You can access and correct errors in your personal information by contacting us as indicated below. While GM Canada uses reasonable efforts to ensure that the information we hold about you is accurate, complete and current, we often rely on you to inform us about changes to your contact or other relevant information (e.g., name, address, telephone number, change of vehicle ownership, etc.).

Note: If a correction involves your GM vehicle or service, you will be asked for your Vehicle Identification Number (VIN), name, address and additional contact information.

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HOW DO I CONTACT GM CANADA?

GM Canada is committed to continuous improvement and values your input. We welcome your comments and/or suggestions on improving our website and policies. If you have any comments or concerns regarding our privacy practices, wish to receive information regarding our policies and procedures with respect to service providers outside of Canada, or wish to limit the use or disclosure of your personal information that we may have, you may contact GM Canada at:

General Motors of Canada Company

1908 Colonel Sam Drive
Oshawa, Ontario L1H 8P7
Attention: Privacy Coordinators
Mail Code: CA1-163-005
1-800-GM-DRIVE or 1-800-463-7483

You may also contact us by clicking on the "CONTACT US" icon found on the GM Canada website. Should you have any questions or concerns regarding the collection, use or disclosure of your personal information, please do not hesitate to contact us.

If you have followed this process and we have been unable to resolve your concern, you may also contact The Office of the Privacy Commissioner of Canada at Place de Ville, 112 Kent Street, 3rd Floor, Ottawa, Ontario K1A 1H3, or call toll-free at 1-800-282-1376.

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HOW IS PRIVACY MANAGED AT GM DEALERS IN CANADA?

While GM Canada encourages its dealers to ensure full compliance with all applicable privacy legislation and has provided information to its dealers relating to privacy obligations, each dealership operation operates as a separate legal entity, independent from GM Canada. As such, GM Canada is not responsible for their compliance with applicable law. We recommend that you review the privacy practices of the GM Canada dealer with whom you are dealing to ensure that you understand their privacy practices and procedures.

Because a GM Canada dealer is often your first point of contact, the dealer can answer any questions you may have about its privacy practices. When completing a purchase or lease agreement or signing a service repair order with a GM Canada dealer, you should be provided with or have access to information describing the dealership's privacy practices and related statements that explain that certain personal information that you provide to the dealer may be shared with GM Canada, its dealers and affiliates for some or all of the purposes described in this policy (e.g. financing, service and warranty administration, customer communication and marketing purposes).

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WILL GM CANADA UPDATE ITS PRIVACY POLICY?

We are always looking for ways to improve and update our website to further enhance its effectiveness. Consequently our policies, including this privacy policy, will continue to evolve and GM Canada reserves the right to alter this privacy policy from time to time and such changes will be effective ten days following the date on which this privacy policy is revised and posted to our GM Canada website. We encourage you to visit our privacy page from time to time to view our most current privacy policy.

This Consumer Privacy Policy was posted on August 9, 2013 and is effective as of August 19, 2013.