

## **Chevrolet Bolt Public Charging Credit Promotion Customer Terms and Conditions**

This "Promotion" is available to persons, resident in Canada, who purchase or lease a new Model Year 2022 Chevrolet Bolt EV or new Model Year 2022 Bolt EUV from a participating General Motors dealer in Canada. The Promotion is subject to the definitions, qualifications, limitations and requirements set forth in these "Terms and Conditions".

**DEFINITIONS:** Throughout these Terms and Conditions, You and Your or Customer refer to the purchaser or lessee of an Eligible Vehicle as identified on the dealership purchase order documentation.

**GM, We, Us, and Our** refer to General Motors of Canada Company, a corporation continued under the laws of the Province of Nova Scotia, with offices located at 1908 Colonel Sam Drive, Oshawa, ON L1H 8P7. In addition, certain words and phrases are defined as follows:

**Promotion Term:** June 1, 2021 through December 31, 2021, or until supplies of Flo Credits are exhausted, whichever occurs first, unless otherwise extended by GM.

**Eligible Vehicle** means a new MY 2022 Chevrolet Bolt EV or a MY 2022 Chevrolet Bolt EUV that is purchased or leased from a Participating Dealership located in Canada.

**Participating Dealership, Participating Dealer or Dealer** means a motor vehicle dealership located in Canada that is authorized in writing by GM to advertise and sell new Chevrolet electric vehicles.

**FLO** means Services FLO Inc., a corporation incorporated under the Canada Business Corporations Act with offices located at 2800 rue Louis-Lumière, suite 100, Quebec City, Quebec G1P 0A4, the organization that owns and operates an electric-vehicle charging network and cooperates with other electric-vehicle service providers (each, a "**Third Party EVSP**") to provide access to such Third Party EVSP's networks via interoperability agreements.

**FLO Credit** means a one-time \$750 CAD credit that may be utilized by an eligible Customer for use on FLO's electric-vehicle charging network or such third party charging networks that are accessible to FLO customers ("**EV Charging Services**"). Note that if you use the FLO Credit in the United States, your purchase of EV Charging Services will be in United States dollars, and an exchange rate applied against your FLO Credit. To find a FLO charging station go to [<https://www.flo.com/en-CA/drivers/network/>]. There are 1,500 FLO Credits available at the start of the Promotion.

**PUBLIC CHARGING CREDIT** Once you have purchased or leased an Eligible Vehicle, you will have the option of participating in this Promotion, or in GM's Home Charging Outlet Installation Promotion. For any purchase or lease of an Eligible Vehicle, you may only participate in either this Promotion, or the Home Charging Outlet Installation Promotion- not both. If you choose to participate in this Promotion, your Participating Dealer will submit your first and last name, postal code, and email address to FLO and to GM. Your choice must be made within seven (7) days of your Vehicle Delivery Date.

If you select this Promotion, you will receive an email from FLO informing you how to claim the FLO Credit, and if you do not already have one, how to create a FLO Account. You must have a FLO Account to redeem the FLO Credit. By creating a FLO Account or claiming the FLO Credit, doing so you agree to the FLO Website T&Cs, Privacy Policy and Driver Terms of Use (the together the "**FLO Terms**"), in addition to this Agreement.

GM may also receive de-identified information that does not allow us to identify you regarding the redemption of FLO Credits, including remaining balance, the postal code/ZIP code of the charging stations at which the FLO Credits are used, how much electricity was consumed per session (kWh dispensed), start and end time of the charging session, length of charging session, and the cost of the charging session. GM may use the information it receives in respect of this Promotion for the purposes of administering this Promotion and the Home Charging Station Installation Promotion, and GM's other promotions, and product and service improvement, including better understanding the use of public charging infrastructure by electric vehicle drivers, all in accordance with the GM Privacy Policy.

Your use of the FLO Credit is subject to the FLO Terms.

The FLO Credit does not expire. To check the balance on your FLO Credit, log on to your FLO account either in the FLO app (and visit the "my cards" section) or at <https://account.flo.ca/>. Purchases using your FLO Credit may not be returned. Charging Credits are not redeemable for cash unless required by applicable law, and may not be used to make a payment to any credit account, or redeemed for goods or services other than EV Charging Services at FLO Charging Stations, and, at the Customer's option, to purchase a FLO membership card.

**AGREEMENT TO THESE OFFICIAL RULES:** By participating in the Promotion, each Customer fully and unconditionally agrees to and accepts these Terms and Conditions as the official rules of the Promotion and further agrees the decisions of GM regarding this Promotion are final and binding in all matters related to the Promotion. These Terms and Conditions, constitute an agreement (this "**Agreement**") between GM and the Customer, and is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties, including any creditors, any rights, or remedies hereunder.

**GENERAL CONDITIONS / RELEASE:** Each Customer, by participating in this Promotion, agrees (a) to release, indemnify and hold harmless GM, the Dealer, FLO, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from your participation in this Promotion. Without limiting the foregoing, you agree that GM is not responsible in any way for any damages suffered, caused by or result in connection with your use or misuse of the FLO Credit or public charging stations in general. GM's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision. GM may cancel, terminate or suspend this Promotion in its sole discretion.

**Governing Law:** This section applies to the fullest extent permitted by applicable law, and does not apply to individuals resident in the Province of Quebec. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Customer's rights and obligations, or the rights and obligations of GM in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the province of Ontario, without giving effect to any

choice of law or conflict of law rules (whether of the province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Ontario.

**Misrepresentations and Fraud:** Your participating in the Promotion may be cancelled by GM, in its sole discretion, if you conceal or misrepresent any material fact or circumstance, including but not limited to your personal information or Eligible Vehicle as required to participate in the Promotion.

**Non-Transferable:** An eligible Customer may not assign or transfer its rights under the Promotion at any time. The rights under the Promotion are non-transferable to any subsequent purchaser or lessee, or any other person or entity to whom the Eligible Vehicle is conveyed by operation of law or otherwise, including without limitation repossession, death, or as a gift.

**Tax Implications:** You may be subject to federal, provincial/territorial, or local tax on any benefits received under this Promotion. You should contact a Tax advisor/consultant if you have any questions regarding the tax implications associated with this Promotion.