LOCAL ADVERTISING & MARKETING
PROGRAM GUIDELINES

EFFECTIVE
APRIL 1, 2008
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INTRODUCTION TO PROGRAM

The LOCAL ADVERTISING and MARKETING PROGRAM (LAM) offers participating dealers a complete portfolio of group and individual dealer retail programs to most effectively leverage advertising and promotional efforts on a market-by-market basis. There are two components to LAM:

1. The individual dealership component, In-Market Retail (IMR), which includes a Sales Component and a Parts Component; and

2. The group component, Local Marketing Association (LMA)

For Chevrolet, Buick, Pontiac, GMC, and Cadillac dealers, a participating dealer may enroll in either component of LAM, or in both components of LAM, depending on the dealer’s own business needs and applicable market conditions. HUMMER dealers may elect to participate in the IMR component of LAM but are not eligible for the LMA component. Saab dealers may elect to participate only in the sales component of IMR but not the LMA or the Parts Component of IMR. Saturn retailers are not eligible to participate.

These Guidelines are effective as of April 1, 2008. The most current version will always be posted on the LAM Web site — click on the link in the What’s New section or the Dealer Resource Center on the LAM Web site, gmlam.com.

Program Goal

The program goal is to improve GM new-vehicle, retail and wholesale parts, service, accessories, and certified used/pre-owned retail sales and market share in participating markets through:

- Increased sales, impressions, leads, and media share of voice
- Improved coordination and communication of advertising messages between GM and its dealers to improve the synergy and impact of the message; and
- Engagement of GM and dealers in the planning process
Changes to the Program
From time to time, changes to the LAM program may be necessary. GM has the right to amend or modify the program at any time upon thirty (30) days’ prior written notice to affected dealers. If material changes are made, affected dealers may choose to discontinue participation in LAM by following the LAM online termination process. The required form can be found by accessing the gmlam.com Web site and selecting the Enrollment/Withdrawal Form from the online form section. In these cases, termination will be effective within thirty (30) days after receipt of the online form, unless additional time is needed to meet existing obligations.

LAM Program Reports
Every Monday, dealers will receive a report entitled “Weekly GM Advertising Contributions by Site,” which is easily accessed through their mailbox on DealerWorld or through their Dealer Management System (DMS).

The report includes for LMA and the Sales Component of IMR:

• Dealer contributions made; and

• The vehicle identification numbers (VINs) and the dates on which the vehicles were invoiced

The LAM Web site is a DealerWorld application for all enrolled dealers. Dealers are provided with access to their account information. Your dealership’s assigned security coordinator will activate and customize this application in your dealership. Security coordinators should consult with Dealer Operators to determine appropriate dealership access. If you have any navigational questions, please contact the DealerWorld help desk at 888.337.1010 and listen for the DealerWorld prompt. If you have questions of a business nature, including enrollment procedure, contact your local Zone Team or call LAM Program Headquarters at 888.462.6671. Additional reports are available through DealerWorld or directly at gmlam.com.

Program Headquarters Contact Information
The Advertising Checking Bureau, Inc.
1610 Century Center Parkway
Suite 104
Memphis, TN 38134
Phone: 888.GM.COOP.1 (888.462.6671)
Fax: 866.647.9508
E-mail: gm@acbcoop.com
Web site: www.gmlam.com
Use of GM Names and Trademarks

GM does not approve the use of its brand names or other trademarks in any manner that is (1) contrary to the image GM wishes to convey in the marketplace, or (2) likely to cause public confusion as to the nature, source, sponsorship, or endorsement of its products or services, or as to the nature of the affiliation between GM and any dealer or other business entity. Following are various examples of dealer identifications in advertising that are unacceptable to GM and that therefore would result in a partial or complete rejection of any claim(s) for payment under LAM:

• The use of the GM brand name in a manner that suggests that a dealer or dealer group has a special or exclusive status relative to other dealers is not acceptable, and will not be reimbursed. Examples of advertising content falling in this category include, but are not limited to, ads using the phrases “The GM Store” or “Pontiac’s Official Tri-County Dealer.”

• Ads submitted for reimbursement through LAM that state or imply that GM is charging different prices to dealer(s) based on participation in LAM are false and misleading. This advertising will not be eligible for reimbursement.

These examples are not inclusive of all circumstances and conditions regarding GM’s policies that apply to acceptable and unacceptable use of its brand names and trademarks. Ads will be reviewed on a case-by-case basis to determine eligibility.

GM is responsible for coordination and approval of dealership names. Questions should be directed to the appropriate Regional Dealer Organization Manager.

Legal Review of Creative

Each individual dealership, or Local Marketing Association in the case of dealer group advertising, is solely responsible for the legal review of advertising submitted for reimbursement under LAM. GM will not review and does not undertake any legal responsibility for the content of LAM advertisements.

Tax Liability

Dealers are responsible for any federal, state, or other tax consequences associated with their participation in LAM, LMA Contributions, IMR Contributions, or any payments to dealers of any kind under the LAM Program. Dealers are urged to consult with their own accountant or tax advisor regarding tax issues under applicable laws.
No Other Obligation
GM shall have no fiduciary duties or other special duties of any kind to any dealer or to any LMA or LMA Board of Directors under the LAM program.

Amendments/Terminations
GM has the right to amend, terminate, or cancel any LAM program upon 30 days’ prior written notice to all affected participating dealers. Amendments are not effective unless they are in writing, and either (1) in formal LAM Guidelines published by GM, or (2) signed by the GM Director of Local Advertising and Marketing. Upon receipt of notice from GM of a material change in LAM, affected participating dealers may withdraw from the program by online notification to Program Headquarters within 15 days of their dealerships’ receipt of the change. The required form can be found by accessing the gmlam.com Web site and selecting the Enrollment/Withdrawal Form from the online form section. In these cases, termination will be effective thirty (30) days after receipt of the online form, unless additional time is needed to meet existing obligations.

Dealer Suspension or Termination
GM reserves the right to suspend a dealer from participation in LAM, or to terminate any dealer’s participation in LAM, under the following circumstances:

• The dealer violates any rule(s) of LAM; or

• A dealer engages in conduct that is deceptive or fraudulent, or not in compliance with any federal or state law or regulation

In such cases, GM also reserves the right in its sole discretion to:
– Require forfeiture of GM Match funds;
– Debit applicable LAM accounts; or
– Charge back a dealer’s open account

GM’s decision shall be final in all matters relating to the interpretation of program rules and guidelines.
LAM PROGRAM – IN-MARKET RETAIL (IMR) SALES COMPONENT

OVERVIEW

Participation in IMR Sales Component
GM will offer the IMR Sales Component to all dealers (excluding Saturn). Dealer participation in IMR is voluntary.

Dealer Enrollment in IMR Sales Component
The IMR component of LAM will begin effective April 1, 2008. Unless a dealer has opted out of IMR as specified below, all GM dealers will be automatically enrolled in IMR. Dealer contributions to IMR will be based on a percentage of the MSRP (excluding destination charges) of each eligible vehicle invoiced to the dealer. Participating Chevrolet, Buick, Pontiac, GMC, and Cadillac dealers will contribute at 1.0 percent, participating Saab dealers will contribute at 1.5 percent; and participating HUMMER Dealers will contribute at 2.0 percent. A multi-line GM dealer who enrolls in IMR must enroll for all eligible GM divisions (no partial enrollments). For new dealer enrollments after April 1, 2008, a dealer must follow the online enrollment process via gmlam.com.

Enrollment Term
If you are a new GM dealer, an existing dealer newly enrolling in the IMR Sales Component, or an existing dealer reenrolling in the IMR Sales Component after discontinuing your participation, you are enrolling for a minimum of 12 months. After the initial minimum participation period, a dealer may terminate its participation in the IMR Sales Component upon 30 days’ prior online notification to Program Headquarters using the required form, which can be found by accessing gmlam.com and selecting the Enrollment/Withdrawal Form from the online form section. Any other method of asking to withdraw will not be effective.

IMR Sales Opt Out
If any dealer wishes not to participate in IMR, a dealer may opt out of IMR via gmlam.com/imroptout. Once you reach that location, you will be required to log in and the opt out form will be populated with your dealership information based on your log-in ID. You will be required to click on the “I Agree” button on the bottom of the form to affirm your declination of IMR program participation.
Rollover of LAM Sales Co-op Funds to IMR

On April 1, 2008, all individual dealer co-op contributions and related GM Match fund balances under the Local Advertising and Marketing Program will be transferred to the dealer’s IMR account.

IMR Digital Components

With your voluntary participation in IMR, General Motors will include at no additional cost:

- **GM Dealer Web Site by Cobalt** – Your new GM Core Web site is a powerful, marketing-focused dealer Web site with several advertising and promotion features. These sites are strongly integrated with General Motors, including direct links to your dealership’s inventory from GM sites. The package includes:
  - Marketing-focused Web site featuring exclusive integrations and flexible designs
  - New/Used/Certified Used/Pre-Owned searchable inventory
  - Content Management tools – Web site Manager, Marketing Library Manager
  - Service and Parts and F & I Department pages
  - Enhanced hosting and e-mail services
  - Easily accessible comprehensive reporting
  - Ad Wizard Premium ad display and leads
  - Enhanced Media Tracker Call Management Services
  - Ability to “PLUS UP” this Web site solution for an additional dealer charge (which is eligible as a Matched IMR Turnkey reimbursement)

- **GM OneSource Lead Delivery Pipe**
  - Lead delivery engine that consolidates and delivers sales, service, and parts leads from a wide variety of sources
  - Formats all lead types for consistency
  - Compatible with multiple lead management tools

- **Package of Paid Search Marketing** – GM will help market your dealership online and drive more visitors to your GM Core Web site by paying for basic search terms in your local area. This, in addition to coordination with regional and national search buys, will help increase your dealership’s online visibility and drive visitors to your Web site. The package includes:
  - Paid search traffic for select local search terms (i.e. make/model/city)
  - Paid search traffic for select dealership-specific key-word terms (i.e. dealer name)
  - National campaign coordination online
  - Brand-specific consumer landing pages by local market
– Dynamically rendered regional landing pages based on consumer behavior
– Ability to “PLUS UP” the search term package for an additional dealer charge to include dealership-specific paid search marketing (which is eligible as a Matched IMR Turnkey reimbursement) such as additional new/used, certified used/pre-owned, special finance, parts, service, etc. terms.

• **ProActive Dealer Care** – Your new Local Digital Marketing Package also comes with ProActive Dealer Care Services. Your dealership will be assigned a named Account Advocate who will proactively manage, update, and fine-tune your Web site content, optimize your site for search, provide monthly reporting, and help coordinate your offline and online marketing efforts. The package includes:
  – Named, Professional Account Advocate
  – Offline and online advertising synchronization
  – Organic search optimization
  – Content optimization assistance
  – Monthly key indicator metrics and analysis
  – Tips, tricks, and advice
  – Dealer Web-site-specific search landing pages
  – Specials focused on featured vehicles
  – Quarterly partnership reviews to improve program performance

Note: To enroll in IMR and receive the digital components, you will need to provide the necessary information to register as a GM Certified Internet Dealer (CID). For more information or to enroll in CID, call 888.462.8976 prompt 2.

**Legal Review of Creative**
Each individual dealership is solely responsible for the legal review of advertising submitted for reimbursement under IMR. GM will not review and does not undertake any legal responsibility for the content of IMR advertisements.

**CONTRIBUTIONS AND REFUNDS**

**Contributions**
If a dealer chooses to participate in IMR, the IMR Dealer Contribution will appear on the vehicle invoice (Account 261) from GM to the dealer as “Dealer IMR Contribution.”
IMR Sales Contributions
The Dealer Contribution percentage for IMR is 1 percent for Chevrolet, Buick, Pontiac, GMC, and Cadillac; 1.5 percent for Saab; and 2 percent for HUMMER. All contributions are based on a percentage of the MSRP (excluding destination charge) of every eligible vehicle invoiced to the dealer.

IMR GM Match Funds
Beginning with vehicles invoiced after March 28, 2008, GM will provide GM Match Funds to all participating Chevrolet, Buick, Pontiac, GMC, and Cadillac dealers. GM will provide all HUMMER and Saab Dealers participating in IMR GM Match funds beginning with vehicles invoiced after March 20, 2008. The amount of GM Match Funds will vary depending on the level of the dealer’s participation in LAM. For dealers (except for HUMMER and Saab dealers) who choose to participate only in the IMR component of LAM, GM will contribute GM Match Funds equal to ten percent (10 percent) of eligible IMR Dealer Contributions. For Saab and HUMMER dealers, and for all dealers who choose to participate in both the IMR and LMA components of LAM, GM will contribute GM Match funds equal to fifty percent (50 percent) of eligible IMR Dealer Contributions.

Budget and Payment of Claims
The revenues available to a participating dealer (both Dealer Contributions and associated GM Match funds) will be shown in an IMR budget account. For HUMMER or Saab, revenues generated by HUMMER or Saab vehicle deliveries (both Dealer Contributions and associated GM Match funds) will be shown in separate, respective IMR budget accounts and spent exclusively on HUMMER or Saab-related claims. Claims that include HUMMER or Saab combined with other GM divisions may be submitted for reimbursement provided they follow the guidelines for separation. No more than 50 percent of any such claim may be non-HUMMER or non-Saab. When submitting combined claims for HUMMER or Saab, select the Combined Claims drop down option on gmlam.com. Combined claims will be paid from the appropriate portion of the IMR budget accounts.

Some claim types will not be eligible for GM Match funding. Claims not eligible for GM Match will be paid from Dealer Contributions only, with the appropriate GM Match funds being forfeited back to General Motors. If sufficient funds are not available to cover IMR claims, the claim(s) will be held in a pending status and will be reimbursed once adequate funds are generated in the IMR account.
Following are examples of how a hypothetical vehicle sale would work in terms of the Dealer Contributions, the GM Match, and the IMR account:

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<th>Participating in both IMR and LMA</th>
<th>Participating only in IMR</th>
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<tr>
<td>• MSRP less destination = $20,000</td>
<td>• MSRP less destination = $20,000</td>
<td></td>
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<tr>
<td>• Dealer IMR Contribution (1%) = $200</td>
<td>• Dealer IMR Contribution (1%) = $200</td>
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<tr>
<td>• GM Match Funds paid (50%) = $100</td>
<td>• GM Match Funds paid (10%) = $20</td>
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<td>• MSRP less destination = $30,000</td>
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</tr>
<tr>
<td>• Dealer IMR Contribution (1.5%) = $450</td>
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<tr>
<td>• GM Match Funds paid (50%) = $225</td>
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<th>HUMMER Dealer</th>
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<td>• MSRP less destination = $30,000</td>
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<tr>
<td>• Dealer IMR Contribution (2%) = $600</td>
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<tr>
<td>• GM Match paid (50%) = $300</td>
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Note: IMR budget accounts are not transferable from one active GM dealer to another.

**Contribution Refunds**

**Delivery Types**

IMR Dealer Contributions may be refunded for certain delivery types (if the dealer applies for a refund within 12 months of the vehicle delivery date). The following delivery types are eligible for an IMR dealer contribution refund (GM Match Funds will be forfeited):

- GMS
- Fleet Deliveries to “VQ, “VX” and GMDRAC units activated from inventory
- Fleet/Political Subdivisions
- Special Event Vehicles
- Preapproved Retail Sold Order Protection*
- Preapproved Customer Satisfaction Trade Repurchase Replacements*

*Retail Sold Order Protection and Customer Satisfaction Trade Repurchase Replacements require preapproval by the Zone Team.
Dealer Trades
GM will permit contribution refunds on vehicles involved in dealer trades and delivered to the end customer with one of the previously mentioned delivery types. The amount of the refund will be paid to the dealer who delivered the vehicle to the end customer, and will be limited to that dealer’s IMR contribution level.

HUMMER and Saab GMS Deliveries
For participating IMR HUMMER and Saab dealers, GMS deliveries will be automatically refunded with respect to any dealer contribution beyond 1.0 percent on eligible deliveries. For example, a HUMMER dealer contributing at 2.0 percent would get an automatic 1.0 percent refund and a Saab dealer contributing at 1.5 percent would get an automatic 0.5 percent refund. If a dealer wants a refund of the remaining contributions on an eligible delivery type, the dealer must apply for a refund by utilizing the contribution refund form found on gmlam.com.

GM Match Deduction
Since the IMR account statements reflect the GM Match from the time of contribution, the related GM Match funds will be deducted from “Available Funds” on any eligible contribution refunds.

Order Types Exempt From Contributions
The following order types are not eligible for participation in IMR (the invoice for these vehicles will not reflect any IMR contribution): “VQ,” “VX,” and Fleet/Political Subdivisions/GMDRAC/Medium-Duty/Cab Chassis and Cutaway/All 3500- and 4500-Series vehicles/Vehicles delivered to or through GM Special Vehicle Manufacturers/All Cargo Van Models/Select specialty vehicles delivered outside the GM dealer network and Saturn vehicles.

IMR Claim Reimbursement Process
GM Match Claims will be paid with a combination of IMR Dealer Contributions and GM Match funds. Claims that are not eligible for GM Match (No-Match Claims) will be paid with Dealer Contributions only. Claims are submitted online at gmlam.com to Program Headquarters.

Claims Exceeding Available Funds
IMR claims submitted in excess of the available funds will be held until sufficient funds are generated. At that time, the credit will be issued for the approved reimbursement amount.
General Information

• All eligible advertising reimbursements and contribution refunds are made to your open account.

• Claims must be received by Program Headquarters no later than 90 days following the eligible activity.

• Funds available to you consist of your Dealership Contributions and the GM Match. Up to thirty (30) percent of total annual IMR revenues may be spent on No-Match activity.

• GM reserves the right, in its sole business discretion, to make deductions from your IMR Dealer Contributions or from GM Match funds to resolve any outstanding transactions.

• Credits are issued every Thursday and will appear on your dealer open-account statement the following Monday.

• Once a claim or request for reimbursement is received, it will take up to 14 business days to issue your credit.

• Reimbursement is not due until the advertisement or event has been published or executed.

Direct Contact Dealers

For claims made from any portion of your Sales IMR Funds or your Parts IMR Funds (see Parts IMR guidelines beginning on page 51), your Zone Team will review and approve the claim for reimbursement (except Turnkey claims, which are approved and paid automatically).

Reimbursement Through Zone Team

In order to receive reimbursement from your IMR account, describe activities on the Advertising Claim Log and provide the proper proof of performance to your Zone Team as outlined in this manual. Your Zone Team can authorize and process your reimbursement via the Internet. Direct Contact Dealers should not submit claims directly to Program Headquarters for reimbursement.

Multiple Dealerships in One Market

If you own multiple dealerships in the same market area with the same name and group the dealerships’ advertising together, your Zone Team may draw funds from whichever location’s IMR Program account has sufficient funds to cover the reimbursement request. Please reference this activity on your claim form.

Note: IMR funds cannot be transferred between active GM dealers.
**Document Retention**
Since your Zone Team authorizes and processes your IMR claims, you are required to retain the Advertising Claim Log and original supporting documentation. A dealer may choose to establish a proof of advertising retention policy that is shorter than the current and following calendar year, but that is no shorter than six months after reimbursement. Prior to implementing any change in your record retention requirements, please consult with your accountant and attorney to determine whether you need to retain these records for other business or legal purposes.

**Post-Buy Analysis**
Newspaper ads and direct marketing materials created though the Ad Builder on gmlam.com, or a Turnkey vendor, will not be subject to Post-Buy audit. All other reimbursements under IMR are subject to audit, and Direct Contact Dealers should expect audits at a minimum of twice a year. If you are selected for a Post-Buy Analysis, Program Headquarters will notify you through your Zone Team. You will mail to Program Headquarters the documentation to support program reimbursement(s) within 45 days. If the documentation is not received within 45 days, the dealership will permanently forfeit the GM Match. The original credit to your account will be reversed and the claim will be processed without the GM Match. When signing into gmlam.com, you will see an important notice reminding you of overdue documentation, along with a link to all Post-Buy Requests.

Submit the appropriate Post-Buy Request documentation to Program Headquarters before the 45-day grace period expires and retain tracking numbers when submitting material, as Program Headquarters is not responsible for lost or misdirected mail. The status of the Post-Buy Analysis can be monitored by clicking on “Claims and Post-Buy History” in the gmlam.com menu.

**Post-Buy Discrepancies**
Upon receiving an IMR claim, Program Headquarters determines whether it is compliant. If there is no discrepancy, no further action is needed. If discrepancies are noted, Program Headquarters will post the discrepancies to gmlam.com in the “Post-Buy History” and “Post-Buy Detail” screens so that corrective measures may be taken for future claims.

**Non-compliance**
The GM Match is permanently forfeited to GM on any IMR claim selected for a Post-Buy audit containing:
- Any competitive reference
- Non-certified used vehicle(s) exceeding 50 percent of the available ad space
- Missing or improper logo(s) and/or tagline
• Any new/CUV/CPO ad not featuring a vehicle photograph (for applicable media types)
• Non-recommended services advertising (e.g., flushes, etc.)

The original claim will be reversed and the claim will be processed without the GM Match. To check the status of an annotated Post-Buy, refer to the Claims and Post-Buy History report on gmlam.com. Repeated violations may result in the denial of these claims in their entirety.

Denial of Claim
General Motors Corporation may deny any claim for reimbursement that does not demonstrate eligibility (or is not supported by adequate documentation) under the program. Dealers bear the burden of proof as to reimbursement eligibility. If a dealer receives reimbursement for any claim that is later determined to be ineligible, GM retains the right to debit the dealer’s IMR account, or to charge back the dealer’s open account, in the amount of the improperly paid claim, including any dealer contributions or GM Matching funds.

Regional Consulting Centers (RCC)
Regional Consulting Center Dealers
All claims must be submitted online via gmlam.com, and required materials must be sent to Program Headquarters for review and reimbursement.

Reimbursement Through Program Headquarters
As a Regional Consulting Center (RCC) dealer, you and your Zone Team can discuss your marketing and advertising activities for your local area; however, it is not required. In order to collect your IMR dollars, submit the Advertising Claim Log along with the required documentation, as outlined in this manual, to Program Headquarters. For GM Parts IMR Fund Reimbursement (see page 57), submit the GM Parts IMR Fund Reimbursement Claim Form, available on gmlam.com under the Service and Parts IMR tab, along with the required documentation.

Multiple Dealerships in One Market
If you own multiple dealerships in the same market area with the same name and group the dealerships’ advertising together, you may draw funds from whichever location’s IMR account has sufficient funds to cover the reimbursement request. Please reference this activity on your claim.
Documentation
If your claims are sorted with documentation attached to the various media types (e.g., newspaper tear sheets and the invoice displaying the insertion dates and costs), it will greatly expedite reimbursements.

If an RCC dealer documentation analysis reveals a lack of compliance in supporting advertising and documentation, GM reserves the right to require the dealer to resubmit claims to Program Headquarters or to prorate the reimbursement based on the eligible amount of the claim, or to reject the claim entirely.

Claim Submission
Send all documentation to Program Headquarters as soon as possible. Some claims with discrepancies, such as missing documentation, may be resubmitted for reprocessing by Program Headquarters. Use the Resubmit Claim form when sending previously submitted claims to Program Headquarters.

LAM Program Headquarters
P.O. Box 1919
Memphis, TN 38101

Overnight Packages to:
The Advertising Checking Bureau, Inc.
1610 Century Center Parkway
Suite 104
Memphis, TN 38134
Attn: GM LAM Program

Submission of a request for reimbursement under IMR constitutes a dealer’s agreement to comply with and be bound by all applicable program rules.

GENERAL REQUIREMENTS

Eligible Reimbursements
Advertising and Marketing Activities
IMR allows for reimbursement of a variety of advertising and marketing activities. Reimbursable activities are categorized as either Match Claims or No-Match Claims. A quick reference chart is provided on page 20 to summarize detailed information in the following sections.
**Match Claims**

Eligible reimbursements that include the GM Match are:

- Upgrades through the IMR Digital Package to your GM Core Dealer Web site and other services
- Upgrades to the Search Engine Marketing beyond the basic IMR package (such as additional terms for new/used, certified used/pre-owned, special finance, parts, service, etc.)
- Internet advertisements
- GM Lead Management Tool
- GM Third-Party Purchased Lead Program
- Broadcast media (radio, television, and cable television advertising)
- Newspaper/magazine/circular advertisements
- Outdoor/transit
- Yellow Pages display advertising
- Yellow Pages Logo Ad Program
- Yellow Pages Internet
- Direct mail (using one of the 4 approved Turnkey vendors)
- GM-approved dealership signage
- GM-approved market research
- GM-approved Point-of-Purchase material
- Brand-focused merchandising graphics
- E-mail customer promotional communications
- Auto shows, trade shows, and industry events
- Tent sales
- Promotional events (includes fairs, festivals, lifestyle, enthusiast, and diversity events)
- Sponsorships (motorsports and local sports teams)
- Electronic billboards
- Marketing activities in conjunction with malls, concerts, zoos, or other high-traffic venues
- Golf tournaments that help generate dealership visits
- Hole-in-One packages
- Tour units displays
- Owner communication programs that are created and administered by the GM divisions
- Color selectors
- Brand wall pictures/portraits
- Brand postcards
- Demonstration drive invitations
- Product information center pages
- Courtesy vehicle graphics
- Menu boards
IMR Advertising Specifications

To qualify for reimbursement under IMR, advertising must:

• Feature General Motors new vehicles, certified used or certified pre-owned vehicles, parts, accessories, and services exclusively, unless otherwise specified in these guidelines.

• Feature clear, stand-alone GM advertising.

• Display prominent separation from other new makes in the body of all print applications.

• Contain the proper divisional logos and taglines as outlined on the “Logo and Tagline Breakdowns” chart on page 23.

• List your dealership’s identification information, including name, location, Web site, and contact information. Dealership reference and retail signature will be limited to GM divisions.

• Specify the price, promotion (e.g., grand opening, new model intro, etc.), or offer as well as the details of the offer.

• Include only images of new, certified used or certified pre-owned GM vehicles or GM parts and accessories using proper artwork (video footage, photographs, or line art). The following exceptions apply: advertising may promote non-certified used vehicles; however used vehicle advertising that is not Certified Used or Certified Pre-Owned is not to exceed 50 percent of the ad space and must be clearly separated from the GM Certified Used, Cadillac Pre-Owned, HUMMER Pre-Owned, or Saab Pre-Owned portion of the ad. The used vehicles promoted in the ad must be present at your dealership’s primary location.

• Use good taste and reflect favorably on the GM brand.

(Please see the “IMR Media-Specific Advertising Requirements” chart on page 24. Premium Brands and the Parts IMR Fund have unique requirements as well. See the Premium Brands summary on page 25 and Parts IMR Fund guidelines beginning on page 64.)
GM Ad Builder Tool
The GM Ad Builder Tool, available on gmlam.com, can help you with your newspaper and direct marketing activities. This tool provides many benefits including:

- Easy claim submission
- Turnkey claims processing
- No Post-Buy Audit
- Automatic eligibility for the GM Match (when utilizing Sales IMR Funds)
- Complementary pre-loaded promotional assets
- Integrated advertising between newspaper and direct mail

Note: Each individual dealership is solely responsible for the legal review of advertising created through the Ad Builder Tool. GM will not review and does not undertake any legal responsibility for the content of IMR advertisements.

Note: If you want your local agency to have remote access to Ad Builder, please call program headquarters for assistance.

For full details and system instructions, visit gmlam.com.

Premium Brands
For premium brands (Cadillac, HUMMER, and Saab), dealership reference and retail signature may include other GM brands (Chevrolet, Buick, Pontiac, GMC, Cadillac, HUMMER, Saab). There must be a heavy line and at least a quarter-inch clear separation between brands within the body of the ad. See page 25 for additional premium brand requirements.

Features and Benefits
A vehicle’s key features and benefits should be included wherever possible. Research studies show that customers are interested in features and benefits right up to the time they purchase a vehicle. Consumer preference for advertising increases when features and benefits are provided. Use recommended vehicle features and benefits in the advertisement.

Competitive Mentions
All new GM advertising must be freestanding. Competitive makes, models, mentions, etc., will make the ad ineligible for payment. To meet this requirement, the GM advertisement must be able to run by itself (stand-alone format) in a different section of the media. Competitive certified used-vehicle programs are to be treated as competitive makes.
Responsible Advertising
Please be sure your advertisements do not depict GM vehicles being used in an unsafe manner. All advertising should be reviewed by the eligible dealership’s own attorney for legal compliance. GM does not review ads submitted for reimbursement for legal compliance. Responsibility for doing so remains with each dealer.

Preferential Dealer-Status Language
Do not use disparaging comparisons to any other GM dealer that implies favored status or preferential standing with GM. The following statements are examples, but are not an exclusive list, of the type of advertising that will not be reimbursed:

- “Volume discount from GM”
- “The GM store/outlet”
- “GM’s official tri-county dealer”
- “Official lease termination center”

Distressed Brand Advertising
Advertising that is detrimental to the brand image, or implies the brand is distressed, or that is otherwise adverse to the reputation of GM and its divisions is not eligible for reimbursement. The following statements are examples, but are not an exclusive list, of the type of advertising that will not be reimbursed:

- “Prices too low to advertise”
- “Invoice sale”
- “Liquidation sale”

Cross-Line Warranty
GM dealers are prohibited from promoting or advertising cross-line warranty repairs. Any violation of this could result in audit, dealer charge back, or termination of cross-line capability. For more information, reference the Service Policy and Procedures Manual, Section 1.4.17 Cross-Line Warranty.

Graphic Standards and Logo/Tagline Usage
GM
Divisional brand logos/taglines must be current, correct, and contain a clear space around all sides and cannot be combined with any other images or characters, such as dealership name.

Premium Brands (Cadillac, HUMMER, and Saab)
Limited to one logo per brand in each ad and an additional use as part of the retail signature.
GM 100,000-Mile Powertrain Warranty
Advertising that includes the GM 100,000-Mile Warranty logo and disclosure must utilize the logo, and the related disclosure, in a manner consistent with the set standards found in the usage guidelines posted on GMAssetCentral.com.

GM Certified Used/Cadillac, HUMMER, and Saab Certified Pre-Owned
For GM Certified Used and Cadillac, HUMMER and Saab Pre-Owned advertising, the requirements and reimbursements are identical to those for new GM, Cadillac, HUMMER, Saab vehicles. Eligible claims must meet all requirements outlined previously and in the next section of this manual. Used vehicle advertising that is not Certified Used or Certified Pre-Owned is not to exceed 50 percent of the ad space.

Goodwrench Brand, GM Parts, and GM Accessories
Advertising that includes the Goodwrench brand, GM Parts, and GM Accessories is approved, as is any combination of approved Goodwrench, GM Parts, GM Accessories, GM new vehicle, Certified Used vehicle, and Certified Pre-Owned vehicle advertising.

OnStar and XM Radio
All advertising may incorporate OnStar and XM Radio products and/or logos to promote new-vehicle sales. These products are considered to be added features that encourage new-vehicle sales. Advertising must utilize the logo, and the related disclosure, in a manner consistent with the set standards found in the usage guidelines posted on GMAssetCentral.com.

GM Commercial
GM Commercial advertising expenses may be submitted through IMR for reimbursement. Eligible expenses must adhere to the same requirements as new-vehicle advertising as outlined previously and in following sections of this manual.

Documentation Requirements
All documentation for creative elements (e.g., newspaper ads, magazine ads, direct mail, Yellow Pages advertising, circulars, promotional events, and sponsorships) must be original. Invoices and station logs for television and radio commercials may be photocopied. Original photographs of billboards are required. To be reimbursable, any expenses must be for services completed by a third-party organization.
**IMR Eligibility**

Use the following Summary chart as a reference for which dealership expenditures are eligible for reimbursement under the IMR program. Refer questions regarding reimbursement to your Zone Team or to Program Headquarters.

### IMR Eligibility Quick Reference Chart

<table>
<thead>
<tr>
<th>Eligible Match Claims</th>
<th>Eligible No-Match Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Upgrades through the IMR Digital Package to your GM Core Dealer Web site and other services</td>
<td>• Tent Sales</td>
</tr>
<tr>
<td>• Upgrades to the Search Engine Marketing beyond the basic IMR package</td>
<td>• Promotional events (includes Fairs, Festivals, Lifestyle, Enthusiast, and diversity events)</td>
</tr>
<tr>
<td>• Internet advertisements</td>
<td>• Sponsorships</td>
</tr>
<tr>
<td>• GM Lead Management Tool</td>
<td>– Motorsports sponsorships</td>
</tr>
<tr>
<td>• GM Third-Party Purchased Lead Program</td>
<td>– Local sports team sponsorships</td>
</tr>
<tr>
<td>• Broadcast media (radio, television, and cable television advertisements)</td>
<td>• Electronic billboards</td>
</tr>
<tr>
<td>• Newspaper/magazine/circular advertisements</td>
<td>• Marketing activities in conjunction with malls, concerts, zoos, or other high-traffic venues</td>
</tr>
<tr>
<td>• Outdoor/transit</td>
<td>• Golf tournaments that help generate dealership visits</td>
</tr>
<tr>
<td>• Yellow Pages display advertising</td>
<td>• Hole-in-One packages</td>
</tr>
<tr>
<td>• Yellow Pages Logo Ad Program</td>
<td>• Tour Units Displays</td>
</tr>
<tr>
<td>• Yellow Pages Internet</td>
<td>• Owner communication programs that are created and administered by the GM divisions</td>
</tr>
<tr>
<td>• Direct mail (using one of the four approved Turnkey vendors)</td>
<td>• Color selectors</td>
</tr>
<tr>
<td>• GM-approved dealership signage</td>
<td>• Brand wall pictures/portraits</td>
</tr>
<tr>
<td>• GM-approved market research</td>
<td>• Brand postcards</td>
</tr>
<tr>
<td>• GM-approved Point-of-Purchase material</td>
<td>• Demonstration drive invitations</td>
</tr>
<tr>
<td>• GM-approved brand-focused merchandising graphics</td>
<td>• Product information center pages</td>
</tr>
<tr>
<td>• E-mail customer promotional communications</td>
<td>• Courtesy vehicle graphics</td>
</tr>
<tr>
<td>• Auto shows, trade shows, and industry events</td>
<td>• Menu boards</td>
</tr>
<tr>
<td>• Web sites and other services that are not the GM Core Dealer Web site provided as part of the IMR digital package</td>
<td>• Customer appreciation such as:</td>
</tr>
<tr>
<td>• Direct mail provided from companies other than the approved GM Match direct mail vendors (see Turnkey list on page 39)</td>
<td>– Flowers/cookies</td>
</tr>
<tr>
<td>• Production expenses (including talent fees)</td>
<td>– Test-drive fulfillment</td>
</tr>
<tr>
<td>• Approved brand-focused merchandise hardware</td>
<td>– Gift cards</td>
</tr>
<tr>
<td>• Vehicle brochures</td>
<td>– Dealership visit logo/coffee mug/key chain giveaways</td>
</tr>
<tr>
<td>• Agency commissions</td>
<td>• Sales/Service/Parts/Body Shop Personnel Incentives (four maximum per year, not to exceed one month in duration each, cap of up to $500 per eligible delivery or service provided)</td>
</tr>
<tr>
<td>• Standards For Excellence (SFE) enrollment fee</td>
<td>• Consumer Sweepstakes/Contest Administration and Giveaway Vehicle Costs (one per year maximum)</td>
</tr>
<tr>
<td>• GM Facility Image Program base enrollment fee and Exterior Signage Survey charge and Goodwrench Retail Environment Program elements/fees (excluding travel and expenses)</td>
<td>• Marketing and advertising seminars, training, and consulting services</td>
</tr>
<tr>
<td>• Food and non-alcoholic beverage to support promotional activity</td>
<td>• Logo business stationery and business cards</td>
</tr>
<tr>
<td>• Exclusive GM logo apparel to be utilized in connection with marketing activities</td>
<td>• Calendars with dealer identification</td>
</tr>
<tr>
<td>• Certain non-GM-approved showroom and dealership/vehicle signage (as detailed on page 45)</td>
<td>• GM-dedicated retail sales, service, or parts classified liner ads</td>
</tr>
<tr>
<td>• Non-cash customer fulfillment/customer appreciation premiums</td>
<td>• Parts truck decals</td>
</tr>
<tr>
<td>• GM-licensed promotional merchandise</td>
<td>• D2DLink</td>
</tr>
<tr>
<td>• Official GM Goodwrench uniform apparel</td>
<td>• GM Partners Program – administrative expenses</td>
</tr>
<tr>
<td></td>
<td>• Sales, service, parts, or accessories consumer clinics</td>
</tr>
<tr>
<td></td>
<td>• Outbound promotional follow-up support (phone, text, e-mail)</td>
</tr>
<tr>
<td></td>
<td>• Market tracking services (i.e., third-party call support such as Connections, Identify!, Who's Calling, etc.)</td>
</tr>
</tbody>
</table>

*Limited to 30 percent of total annual IMR revenues.
## IMR Eligibility Quick Reference Chart

### Ineligible for reimbursement:

Note: The IMR program provides you with the flexibility to choose the media and marketing and advertising activities that are appropriate for your local market area. However, there are some activities that are not reimbursed under the IMR program.

- Donated, bartered, or loaned vehicles
- Vending machines
- Charitable contributions
- Sales/Service/Parts/Body Shop personnel compensation
- Dealer hospitality that is not part of an event/sponsorship
- Group dealership marketing and advertising for divisions supported by LMA program
- Non-recommended service advertising (e.g., flushes, etc.)
- Non-GM marketing and advertising activities
- Web site-based sales leads purchased directly from outside vendors, e.g., Car Point, Autobytel, etc. (outside the GM Third Party Purchased Lead Program)
- Consumer incentives
- Normal business operating expenses or supplies not listed as eligible, including mileage, repair order forms, and counter ticket forms
- Mileage or time-driven reminders to owners of 2004 and newer vehicles
- Tax
- Recall notifications/recall advertising
- Gifts
- Competitive product advertising
- Items not described in the list of eligible expenditures above
### IMR Match Claim Documentation Requirements

#### Internet
- Detailed media invoice
- Laser printout of artwork and all click-through information

#### Internet Search Engine Advertising
- Detailed publication invoice
- Full-page teashert (original or photocopy)

#### Broadcast
- Detailed station invoice
- Scripts
- Detailed agency commission and production cost invoice

#### Newspaper/Magazine/Circular Advertisements
- Detailed publication invoice
- Full-page teashert (original or photocopy)

#### Outdoor/Transit
- Detailed vendor invoice
- Actual photo of signage (no photocopies allowed)

#### Yellow Pages Display
- Detailed publication invoice
- Original full-page teashert

#### Yellow Pages Logo Advertising Program
- Turnkey program. BARS invoice.

#### Yellow Pages Internet
- Detailed invoice with contract duration and cost
- Laser printout of ad

#### Direct Mail
- Detailed production cost invoice
- Official postage statement
- Detailed vendor invoice
- Actual sample of all mail pieces

#### GM-Approved Market Research
- R. L. Polk: Turnkey program. No documentation required.
- Maritz: Turnkey program. No documentation required.

#### GM-Approved Point-of-Purchase Materials
- Turnkey program. No documentation required.
- See page 39 for Turnkey approved vendors.

#### GM-Approved Brand-focused Merchandising Graphics
- Turnkey program. No documentation required.

#### GM-Approved Showroom Merchandise
- Turnkey program. No documentation required.

#### E-mail Customer Promotional Communications
- Detailed production cost invoice
- Detailed vendor invoice
- Laser printout of e-mail

#### Auto Show and Industry Events
- Detailed vendor invoice
- Photo of exhibit
- Photocopy of contract from event promoter

#### Promotional Events and Sponsorships
- Detailed vendor invoice
- Photocopy of contract
- Photograph of signage, uniform, or sample of program ads
- Photograph of overall event setting

#### Electronic Billboards
- Detailed vendor invoice
- Photo of billboard

#### Hole-In-One Packages
- Turnkey program. No documentation required.

#### Owner Communication Programs—GM Divisional
- If Turnkey program, no documentation required. If other, a detailed vendor invoice and sample of communication piece is required.

#### GM-Approved Dealership Signage
- Turnkey program. No documentation required.
## Logo and Tagline Breakdown

<table>
<thead>
<tr>
<th>Broadcast</th>
<th>Print</th>
<th>GM Brand Logo</th>
<th>Advertising Materials</th>
<th>Divisional Web Site Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>“An American Revolution” (Chevrolet Car and Truck)</td>
<td>Tagline incorporated in logo</td>
<td><img src="image" alt="Chevrolet Logo" /></td>
<td>chevy.com/</td>
<td>chevy.com</td>
</tr>
<tr>
<td>Súbete (Spanish only)</td>
<td>Tagline incorporated in logo</td>
<td><img src="image" alt="Súbete Logo" /></td>
<td></td>
<td>chevy.com/es/</td>
</tr>
<tr>
<td>“Cadillac. Life. Liberty. And the Pursuit.”</td>
<td>No tagline</td>
<td><img src="image" alt="Cadillac Logo" /></td>
<td>cadillac.com</td>
<td></td>
</tr>
<tr>
<td>“Cadillac. Life. Liberty. And the Pursuit.”</td>
<td>No tagline</td>
<td><img src="image" alt="Cadillac Logo" /></td>
<td>cadillac.com</td>
<td></td>
</tr>
<tr>
<td>“Drive Beautiful”</td>
<td>“Drive Beautiful”</td>
<td><img src="image" alt="Buick Logo" /></td>
<td>buick.com</td>
<td></td>
</tr>
<tr>
<td>“Designed for Action”</td>
<td>No tagline</td>
<td><img src="image" alt="Pontiac Logo" /></td>
<td>pontiac.com</td>
<td></td>
</tr>
<tr>
<td>“We Are Professional Grade”</td>
<td>“We Are Professional Grade”</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmc.com</td>
<td></td>
</tr>
<tr>
<td>LIKE NOTHING ELSE</td>
<td>Tagline incorporated in logo</td>
<td><img src="image" alt="Hummer Logo" /></td>
<td>HUMMER.com</td>
<td></td>
</tr>
<tr>
<td>“Born from Jets”</td>
<td>“Born from Jets”</td>
<td><img src="image" alt="Saab Logo" /></td>
<td>saabusa.com</td>
<td></td>
</tr>
<tr>
<td>No tagline</td>
<td>No tagline</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmc.com</td>
<td></td>
</tr>
<tr>
<td>No tagline</td>
<td>No tagline</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmc.com, or Chevy.com</td>
<td></td>
</tr>
<tr>
<td>“No worries”</td>
<td>Tagline incorporated in logo</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmc.com</td>
<td></td>
</tr>
<tr>
<td>Visual:</td>
<td>Use brand logo</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmas eccentric.com</td>
<td></td>
</tr>
<tr>
<td>Audio:</td>
<td>Use brand logo</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>Goodwrench.com</td>
<td></td>
</tr>
<tr>
<td>30/60-second spot:</td>
<td>Use brand logo</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmas eccentric.com</td>
<td></td>
</tr>
<tr>
<td>• Words that constitute the ingredient brand logo twice</td>
<td></td>
<td><img src="image" alt="GMC Logo" /></td>
<td>Goodwrench.com</td>
<td></td>
</tr>
<tr>
<td>10/15-second spot:</td>
<td>Use brand logo</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmas eccentric.com</td>
<td></td>
</tr>
<tr>
<td>• Words that constitute the ingredient brand logo once</td>
<td></td>
<td><img src="image" alt="GMC Logo" /></td>
<td>Goodwrench.com</td>
<td></td>
</tr>
<tr>
<td>No tagline</td>
<td>No tagline</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gmas eccentric.com</td>
<td></td>
</tr>
<tr>
<td>OnStar By GM</td>
<td>OnStar By GM</td>
<td><img src="image" alt="OnStar Logo" /></td>
<td>onstar.com</td>
<td></td>
</tr>
<tr>
<td>“Beyond AM. Beyond FM. XM.”</td>
<td>“Beyond AM. Beyond FM. XM.”</td>
<td><img src="image" alt="XM Radio Logo" /></td>
<td>gm.xmradio.com</td>
<td></td>
</tr>
<tr>
<td>“A New Level of Confidence”</td>
<td>“A New Level of Confidence”</td>
<td><img src="image" alt="GMC Logo" /></td>
<td>gms certified.com</td>
<td></td>
</tr>
</tbody>
</table>

Refer to the “IMR Media-Specific Advertising Requirements” chart on page 24 for specific uses of logos and taglines. You may use a corporate-issued event tagline in place of the divisional tagline during special-event time periods.

You can obtain approved advertising materials for all GM vehicle divisions at gmassetcentral.com. You can also contact GM AssetCentral at 800.661.5787.
To help you identify which key elements must be included in your advertising to qualify for reimbursement, look for the following markers throughout this manual.

<table>
<thead>
<tr>
<th>LOGO</th>
<th>TAG</th>
<th>VEHICLE</th>
<th>D.I.D.</th>
<th>PR/PRM</th>
<th>GMW*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOGO = DIVISION LOGO</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ad must prominently display proper divisional logo(s).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TAG = DIVISIONAL TAGLINE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required GM divisional tagline must prominently appear in advertising for single-line dealerships.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>VEHICLE = NEW GM VEHICLE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unobstructed photograph of the new GM vehicle that is being promoted must appear. A vehicle photo must accompany each price/offer/payment. A price/offer/payment is not mandatory with a photo.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D.I.D. = DEALERSHIP IDENTIFICATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealership’s name, location, and contact information must be included.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PR/PRM = PRODUCT/PRICE/PROMOTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ad must specify product features, a price, an offer, or a marketing promotion (e.g., a grand opening, new model intro, test drive offer, $1,500 cash back, etc.). Premium Brand (Cadillac, HUMMER, and Saab) — The offer should not obscure the vehicle photo or be disproportionately large compared to the vehicle photo. Use of “starbursts” or other graphics that cheapen the brand is prohibited.</td>
<td></td>
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</tr>
<tr>
<td><strong>GMW = GM 100,000-MILE POWERTRAIN WARRANTY LOGO</strong></td>
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</tr>
<tr>
<td>Optional, but highly recommended. If the GM 100,000-Mile Warranty logo is used, it must be prominently displayed in a fashion consistent with the established usage guidelines, including any necessary disclosure.</td>
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</tr>
</tbody>
</table>

**FEATURES/BENEFITS**

It is recommended that you include the vehicle’s key features and benefits in all of your advertising and marketing communications. Research studies show that consumers are interested in a vehicle’s features and benefits right up to the time they purchase it. Consumer preference for advertising increases when features and benefits are provided.

**IMR Media-Specific Advertising Requirements**

<table>
<thead>
<tr>
<th>Logo</th>
<th>Tag***</th>
<th>Vehicle</th>
<th>D.I.D.</th>
<th>PR/PRM</th>
<th>GMW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>E-mail Communications</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>TV</td>
<td>Mention All Divisions or Show All Logos</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Radio</td>
<td>Mention All Divisions</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Newspapers Circulars</td>
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<td>Magazines</td>
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<tr>
<td>Outdoor/Transit</td>
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<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Direct Mail</td>
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<td>General Sponsorships</td>
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<td>Promotions</td>
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<td>Yellow Pages Logo Ad</td>
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<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Yellow Pages Internet</td>
<td>Optional*</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Electronic Billboard (GM Exclusive)</td>
<td>X</td>
<td></td>
<td></td>
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<td>X</td>
</tr>
</tbody>
</table>
Premium Brand Guidelines Summary — Cadillac, HUMMER, and Saab

HUMMER or Saab Dealer Contributions and associated GM Match funds will be shown in separate, respective IMR budget accounts and spent exclusively on HUMMER or Saab-related claims. All other IMR Program guidelines also apply to premium brands. To the extent there is any conflict between those guidelines and the ones below, the guidelines below will apply.

Separation
Premium brands should be separated from other GM brands and used vehicles. Stand-alone ads are strongly encouraged. However, Cadillac, HUMMER, and Saab dealership reference in banners/headers and retail signature/footers may include other GM brands if desired. GM brands cannot be combined in the body of an ad and must be separated with a heavy line and at least a quarter inch of clear separation.

Logos
Limited to one logo per brand in each ad and an additional use permitted as part of the retail signature.

Brand Reference/Retail Signature
Brand reference and retail signature may include other GM brands (e.g., Cadillac and Chevrolet) but brands must be separated in the body of the ad.

Price/Promotion
The offer should not obscure the vehicle photo or be disproportionately large compared to the vehicle photo. Use of “starbursts” or other graphics that cheapen the brand is prohibited. Cash-off messages are discouraged, but if used must clearly disclose all consumer/dealer rebates that are included in the cumulative amount advertised.

Distressed Advertising
Advertising that is detrimental to the brand image and reputation of General Motors or its dealers is prohibited. Examples include but are not limited to:

• “Prices too low to advertise”
• “We’ll finance anyone”
• “Guaranteed low prices”
• “The price will never be lower”
• “We’ll meet or beat …”
• “Special allocation/volume discount”
• “Blowout sale,” “invoice sale,” “liquidation sale,” “inventory reduction sale”
HUMMER and Saab Retail Television Production
Martin Advertising is available to all individual HUMMER and Saab dealers. Services include TV tagging and adding/modifying offer art cards within existing toolbox creative, available to dealers, on gmassetcentral.com. These services will be treated as a Matched IMR Turnkey reimbursement.

HUMMER Happenings
See page 26 for HUMMER Happenings IMR reimbursement guidelines.

AD REQUIREMENTS AT A GLANCE

All new GM advertising must be freestanding. Competitive makes, models, parts, accessories, logos, etc. will make the ads ineligible for reimbursement. If a GM dealer elects to share a full- or half-page ad for cost efficiencies to showcase one or more competitive makes that it handles, there must be clear separation for the GM ad. The way to determine that the GM ad is sufficiently separated is to ask the question, “Could the GM and non-GM ads stand alone in different sections of the newspaper?”

ADVERTISING REQUIREMENTS

Broadcast

Television and Cable
Use running footage or static images of GM vehicles exclusively. Mention all of the vehicle divisions you are advertising or show all the divisional logos. Single-line dealerships are required to mention the divisional tagline for the brand advertised.

Radio
Single-line dealerships are required to mention the divisional tagline for the brand advertised.

Claims
Submit all claims for broadcast media at net cost.
Documentation

Station Invoices
A station invoice listing the date(s) and time(s) when the commercial (spot) aired is required. Be sure that all invoices include spot-identification names, total number of spots aired, the individual spot cost, and the total invoice cost, including any earned discounts.

Scripts
Television scripts must detail audio as well as visual ad components.

Agency Commission and Production Costs
An original invoice clearly detailing agency commissions, media expenditures, and production costs (including talent) must be submitted. Reasonable and customary agency commissions and production costs are reimbursable without the GM Match.

Newspapers/Magazines/Circulars

<table>
<thead>
<tr>
<th>LOGO</th>
<th>TAG</th>
<th>VEHICLE</th>
<th>D.I.D.</th>
<th>PR/PRM*</th>
<th>GMW**</th>
</tr>
</thead>
</table>

Premium Brands (Cadillac, HUMMER, and Saab)
For premium brands (Cadillac, HUMMER, and Saab), dealership reference and retail signature may include other GM brands (Chevrolet, Buick, Pontiac, GMC, Cadillac, HUMMER, Saab). There must be a heavy line and at least a quarter-inch clear separation between brands within the body of the ad.

Used Vehicles
Advertising may promote used vehicles; however, used-vehicle advertising that is not Certified Used or Certified Pre-Owned is not to exceed 50 percent of the ad space. The used vehicles promoted in the ad must be present at your dealership’s primary location. There must be a clear and distinct separation between Certified and Non-Certified used vehicles.

Incentive Redemption
Dealer rebates, discounts, or coupon redemptions are not eligible for reimbursement.

Classifieds
Classified liner ads qualify for reimbursement as a No-Match Claim and are outlined in the No-Match section of this manual.

*Inclusion of an incentive offer optional for magazine ads.
**Optional, but highly recommended.
Documentation
Publication Invoices
A publication invoice listing the name of the publication, the run dates, and the ad size is required.

Tear Sheets
A full-page tear sheet (original or photocopy) depicting the advertisement or an electronic copy is required. Be sure the name and date of the publication on the tear sheet are legible.

Internet

<table>
<thead>
<tr>
<th>Logo</th>
<th>Tag</th>
<th>Vehicle</th>
<th>D.I.D.</th>
<th>PR/PRM</th>
<th>GMW**</th>
</tr>
</thead>
</table>

Dealer Display Advertising
Display advertising that is eligible for reimbursement includes banner ads, interstitial pages, microsite/jump/splash pages, and sponsorships on branded content sites/hyperlinks.

Used Vehicles
Advertising may promote used vehicles; however used vehicle advertising that is not Certified Used or Certified Pre-Owned is not to exceed 50 percent of the ad space. The used vehicles promoted on the page must be present at your dealership's primary location. There must be a clear and distinct separation between Certified and Non-Certified used vehicles.

Incentive Redemption
Dealer rebates, discounts, or coupons are not eligible for reimbursement.

Documentation
Invoices
For the dealer’s display advertising, a media invoice from the Internet service detailing GM advertising elements exclusively (e.g., GM banners) is required. The invoice must indicate the specifications of the GM Web media costs paid by your dealership (e.g., sites purchased, frequency, dates, etc.).

Printouts
Be sure to include a laser printout of the artwork and text, plus click-through information.

**Optional, but highly recommended.
Local Search Engine Advertising
For eligible participating GM dealerships, a basic search engine package is included with IMR. Additional upgrades to this dealership-specific paid search marketing are eligible as a Matched IMR Turnkey reimbursement. Such as additional terms for new/used, certified used/pre-owned, special finance, parts, service, etc.

Eligible Expenses
• Set-up fees
• Administrative costs
• Click-through advertising costs

Documentation
Laser printout of advertising is required.

If placed with SMG Directory Marketing (800.438.2222) or Cobalt (866.439.2258), documentation is kept on file and therefore the printout is not required.

Invoice
A media invoice from the provider/administrator, which includes site(s) purchased, contract dates, and cost. Annual or monthly costs may be submitted.

No media invoice is necessary if a dealer elects reimbursement for Local Paid Search Engine Advertising directly through the Turnkey billing system and the IMR account.

E-mail Communications
E-mail communications containing marketing and advertising material intended for consumers are an eligible GM Match reimbursement when using an approved Turnkey vendor. E-mail communication expenses from non-Turnkey vendors are eligible as a no-match reimbursement.

Documentation
Laser printout of e-mail and an invoice from a third-party vendor is required.

Monthly Update and Maintenance Fees
Lead Management
The one-time set-up fee and monthly fees for the GM Lead Management Tool and GM Third-Party Purchased Lead Program are eligible as a Matched IMR Turnkey reimbursement for all participating GM Certified Internet Dealers.
Core GM Dealer Web Site
Your core GM Dealer Web site is included with participation in IMR. Optional upgrades to the core package available from Cobalt are eligible as a Matched IMR Turnkey reimbursement.

Non-Core GM Dealer Web Site Expenses
The dealership home page and used car pages, and those pages dedicated exclusively to GM new-vehicle and GM Certified Used/Pre-Owned advertising, are eligible for reimbursement as a No-Match claim.

Eligible Expenses
Expenses that are eligible for reimbursement include:
• Development costs
• Page designs
• Page updates
• Registrations
• Domain registrations
• Digital assets/graphics
• Web hosting

Documentation
Printouts
For the dealer’s exclusive Web site, a laser printout of all Web pages is required. Be sure to include the original invoice with detail for the GM section of the Web site and all related expenditures.

Outside Internet Prospect Referral Services
These services are considered prospecting, not advertising, and are therefore ineligible.

Outdoor/Transit

<table>
<thead>
<tr>
<th>LOGO</th>
<th>VEHICLE</th>
<th>D.I.D.</th>
</tr>
</thead>
</table>

Documentation
Vendor Invoices
A vendor invoice listing the dates and location(s), and the total invoice cost with any earned discounts, is required. Invoices can be submitted monthly or one time for a year-long contract and must reflect the number of showings.

Photos
An actual photograph of the signage, once posted, must be submitted. Photocopies are not acceptable.
Yellow Pages Display Advertising

Documentation

Invoices
A publication invoice and contract listing the name of the publication, the publish date, the ad size, and heading are required. Be sure invoices include actual amount paid. Invoices can be submitted monthly or one time for a year-long contract once the publication is issued.

Logos
Only designated and approved GM Parts and Service logos may be used to provide a reference to the dealership’s service.

Tear Sheets
An original full-page tear sheet depicting the advertisement must be submitted. Be sure the name and date of the publication on the tear sheet are legible.

Yellow Pages Logo Advertising Program

Billing
All programs are billed through the dealer’s open account by SMG Directory Marketing/GM Yellow Pages, 800.438.2222.

Eligible Headings
The Yellow Pages Trademark ad program is eligible for IMR reimbursement under the following headings: “Automobile Dealers—New,” “Truck Dealers—New,” “Automobile Dealers—Used,” “Truck Dealers—Used,” “Auto Repair and Service,” “Truck Repair and Service,” “Auto Parts and Supplies,” and “Auto Body.” The ads are placed alphabetically under the directory headings by brand name and brand logo.

Documentation

Invoices
A BARS invoice listing the name of the publication and publication date from SMG Directory Marketing/GM Yellow Pages is required.

Tear Sheets
No tear sheet is required since all tear sheets are on file with SMG for reference.
Internet Yellow Pages

Yellow Pages Internet advertising is eligible for reimbursement. Only designated and approved GM vehicle, parts, and service logos depicting GM vehicles serviced or sold by the dealer will be reimbursed.

Documentation
A laser printout of the ad is required.

If placed with SMG Directory Marketing (800.438.2222), documentation is kept on file and therefore the printout is not required.

Invoices
A media invoice from the Internet Yellow Pages site or its selling agency, which includes the duration and cost, is required. No media invoice is necessary if a dealer elects reimbursement for Internet Yellow Pages directly through SMG Directory marketing’s Turnkey billing system and the IMR account. When advertising is placed through SMG Directory Marketing and Turnkey is not selected but reimbursement is desired, a BARS invoice, which includes the site and cost, should be submitted manually with your proof of performance.

Direct Marketing

Direct Marketing using the Ad Builder or one of the four GM Match-approved vendors (see list on page 39) is eligible for reimbursement as a GM Match claim. Direct Marketing using a vendor that is not one of the four approved GM Match vendors (see page 39) is eligible as a No-Match claim. Reimbursement will cover direct marketing used for contacting prospective new GM vehicle customers.

Goodwrench Brand, GM Parts, and GM Accessories
Direct marketing may be used to promote Goodwrench service, parts, and accessories.

Used Vehicles
Direct marketing may be used to promote used vehicles; however, used vehicle advertising that is not Certified Used or Certified Pre-Owned is not to exceed 50 percent of the image space.

*Optional, but highly recommended.
Documentation
No documentation is required if using the Ad Builder or one of the four approved vendors.

Production Costs
Production costs for the piece may be submitted for reimbursement as well. (Not eligible for GM Match. GM Match is forfeited.)

Postage
An official postage statement form indicating quantity stamped/printed and specifying all costs is required.

Vendor Invoices
Invoices from non-Turnkey direct marketing vendors that were used are required.

Samples
Actual samples of all mail pieces are required.

Fulfillment Premiums
Dealership visit or test-drive fulfillment premium invoice/cost must be detailed and is eligible for advertising and sales support reimbursement. (Not eligible for GM Match. GM Match is forfeited.)

Note: Customer vehicle, parts, or service purchase incentives are not eligible for reimbursement.

GM-Approved Market Research
Dealers participating in IMR may be reimbursed for market, advertising, or consumer research or data that supports advertising and marketing efforts. Below are those programs that are currently approved.

R. L. Polk
Analysis Mapping and Market Opportunities (AMMO) — GM’s New and Used-Vehicle Marketing Tool Cross Sell Report, Mapping Services Contact: 877.889.7697, or visit polk.com

Documentation
Turnkey reimbursement; no documentation required.
Maritz Research
Focus Group Management System
• Must include customer communications module
• Contact: Bruce Renaud, 419.725.4107

DealerPulse® — CSI Analysis Program and DealerPulse Pro® — Marketing Enabler and Customer Retention tool
• Contact: Program Headquarters, 800.778.5706

Documentation
Turnkey reimbursement; no documentation required.

Point-of-Purchase Material
Point-of-Purchase material that is created and administered by GM divisions is eligible for reimbursement as a GM Match claim. This is a Turnkey program; no documentation required.

GM-Approved Showroom Merchandising
Approved Suppliers
Order showroom merchandising items only through approved GM suppliers. Call DCI Marketing at 800.766.5660, MDI at 800.634.8471, or MillerZell at 800.553.4492 for more information.

The items listed below are eligible for reimbursement, including GM Match:
• Color selectors
• Brand wall pictures/portraits
• Brand postcards
• Demonstration drive invitations
• Product information center pages

Any item not listed is not eligible for reimbursement.

The items listed below are ineligible for reimbursement:
• Banners
• Raffles
• Floor mats
• Plaques
• Flags
• Welcome center
• Folders
• Binders
• License plate holders/frames
• Accent carpets
• Miscellaneous dealer signs (rest room, directory, service menu, etc.)
GM-Approved Service Lane Merchandising

Approved Suppliers
Order service lane merchandising items only through approved GM suppliers. Call Goodwrench Retail Experience Headquarters (Blake Jarrett & Co.) at 866.693.0306 for more information.

The items listed below are eligible for reimbursement, including GM Match:
• Menu boards
• Tire displays
• Product merchandising pillars and wall displays
• Courtesy vehicle graphics

Any item not listed above is not eligible for reimbursement.

The items listed below are ineligible for reimbursement:
• Banners
• Raffles
• Plaques
• Flags
• Folders
• Binders
• License plate holders/frames
• Accent carpets

Documentation
Billing
All merchandise ordered is billed directly to the dealer’s open account by approved suppliers.

Claim Submission
All eligible charges are automatically submitted to IMR for reimbursement unless approved supplier is notified otherwise by the dealer.
Promotional Events and Sponsorships

Sponsorships come in a variety of packages. In order to qualify for reimbursement, a sponsorship or event should include signage, GM-exclusive vehicle, parts or accessories displays, dealership identification, and a media element. Costs for the entire sponsorship package or individual qualifying elements are eligible for reimbursement. Compensation for salespeople is not eligible for reimbursement. Cited below are general requirements.

**Auto and Trade Shows**

Reimbursable
GM-exclusive new-vehicle exhibit space, signage, program ads, and support services such as space and vehicle maintenance.

Documentation
Contract from the event promoter. Detailed vendor invoice for all other goods or services, if necessary, and photograph(s) of exhibit.

**Fairs, Festivals and Lifestyle Events or Marketing in Conjunction with Malls, Concerts, Zoos, or Other High-Traffic Venues**

Reimbursable
Sponsorship fees, GM-exclusive new-vehicle display space, signage, program ads, and support services such as space and vehicle maintenance.

Documentation
Contract from the event promoter. Detailed vendor invoice for all other goods or services, if necessary, and photograph(s) of exhibit.

**Local Sports Team Sponsorships**

Reimbursable
Sponsorship fees, uniforms, signage, and program ads.

Documentation
Contract or invoice from team or league with all pertinent details. Detailed vendor invoice for all other goods or services, if necessary. Original sample of program ads or photographs of signage or uniforms.
Local Racing Sponsorships
Reimbursable
Sponsorship fees, car and trailer graphics, team uniforms, and program ads are eligible. Driver or team suits, team travel, and car/engine builds or rebuilds are not eligible.

Documentation
Contract or invoice from team with all pertinent details and photograph of vehicle and other sponsorship elements. Detailed vendor invoice for all other goods or services, if necessary. Original sample of program ads.

Electronic Billboards
Used for GM-exclusive retail messaging and is eligible as a Match Claim. Detailed vendor invoice and photograph of billboard required.

Hole-in-One
Reimbursable
Insurance, signage, and vendor services as necessary.

Documentation
Turnkey reimbursement; no documentation required.

Tour Units Displays
Reimbursable
Tour unit rental fees.

Documentation
Turnkey reimbursement or detailed vendor invoice. Detailed vendor invoice for all other goods or services, if necessary.

HUMMER Happenings
HUMMER Happenings may be reimbursed from HUMMER IMR funds. Following are IMR reimbursement guidelines.

HUMMER Happenings Overview
Off-Road HUMMER Happenings are conducted on an off-road course away from the dealership, and include a complimentary lifestyle activity and food and non-alcoholic beverage.

On-Road HUMMER Happenings are an event or activity on-site at the dealership or off-site that builds customer enthusiasm for HUMMER. They do not incorporate an off-road course. One example of an On-Road event at the dealership is a new-owner clinic to review vehicle features, maintenance best practices, off-road techniques, and available HUMMER accessories.
The off-site On-Road events must include some type of road rally (i.e., convoy of HUMMERS from designated meeting location) and may also include admission to a local event (e.g., concert, sporting event, etc.). Both on-site and off-site On-Road events may include food and non-alcoholic beverage.

**IMR Reimbursement**

Dealers can use vendors of their choice for HUMMER Happenings reimbursed from IMR. Maritz and O’Brien’s are the preferred vendors for Off-Road events, and are available for IMR-funded events. Subject to the IMR Guidelines on the use of funds, all normal and customary documented expenses are reimbursable. Food and beverage and logo apparel are not eligible for the GM Match. District Sales Managers will process IMR reimbursements based on vendor invoices.

**Owner Communication Programs—GM Divisional**

If Turnkey, no documentation is required. If other, a detailed vendor invoice and sample of communication piece is required.

**GM-Approved Dealership Signage**

Eligible dealers may elect to have the monthly General Motors Dealership Identification (GMDI) signage payment reimbursed from the IMR account. This reimbursement will only be available in an automated manner. Month-to-month reimbursement from your Zone Team or Program Headquarters is not authorized. Contact Program Headquarters for details.

**Documentation**

Turnkey reimbursement; no documentation required.

**GM Turnkey Programs**

There are several promotional programs currently available for purchase that are also eligible for reimbursement under the IMR program. Since these programs are pre-approved, they are automatically billed to the dealership open account and submitted to Program Headquarters for reimbursement. Please note that pricing for these programs is subject to change at any time. Following is a list of the programs and the phone numbers to call for more information or if you have questions about your contract.

**Note:** Effective March 29, 2008, all Turnkey vendor payments will be administered from the new IMR account. For dealers who opt out of IMR, Turnkey payments will be administered from their existing GM Co-op account.
### GM Turnkey Program Approved Vendors

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD-FX</td>
<td>877.493.0039</td>
</tr>
<tr>
<td>American Hole ‘n’ One</td>
<td>800.822.2257</td>
</tr>
<tr>
<td>Air Aroma Inc.</td>
<td>877.972.7662</td>
</tr>
<tr>
<td>Blake Jarrett &amp; Co.</td>
<td>866.693.0306</td>
</tr>
<tr>
<td>Brand-Focused Merchandise Materials</td>
<td>800.766.5660</td>
</tr>
<tr>
<td>Brochures (DWD Store)</td>
<td></td>
</tr>
<tr>
<td>Budco (Let’s Stay in Touch Program)</td>
<td>800.421.933</td>
</tr>
<tr>
<td>Buick Scramble Local Championship(s)</td>
<td>800.582.1908</td>
</tr>
<tr>
<td>Cadillac Invitational</td>
<td>781.440.6616</td>
</tr>
<tr>
<td>Cadillac Pre-Owned Promotion Direct Mail/Newspaper</td>
<td>800.887.2582</td>
</tr>
<tr>
<td>CDN Magazines Service and Parts coupons only (Sandy Corporation)</td>
<td>888.237.2447</td>
</tr>
<tr>
<td>Cobalt GM Dealer Web Sites</td>
<td>866.200.2994</td>
</tr>
<tr>
<td>Dealers Choice</td>
<td>800.292.9220</td>
</tr>
<tr>
<td>DealerPulse and DealerPulse Pro</td>
<td>800.778.5706</td>
</tr>
<tr>
<td>DCI (Interior Signage)</td>
<td>800.527.4127</td>
</tr>
<tr>
<td>Global Marketing (Calendars)</td>
<td>800.859.4981</td>
</tr>
<tr>
<td>GM Accessories Catalogs (DWD Store)</td>
<td></td>
</tr>
<tr>
<td>GM Card Dealer Direct Program</td>
<td>800.887.2582</td>
</tr>
<tr>
<td>GM Certified Used Vehicle Program</td>
<td>800.638.3456</td>
</tr>
<tr>
<td>GM Creative Services</td>
<td>248.926.2705</td>
</tr>
<tr>
<td>GM Goodwrench Merchandising Headquarters</td>
<td>888.821.4646</td>
</tr>
<tr>
<td>GM Motorsports Merchandising</td>
<td>888.856.8825</td>
</tr>
<tr>
<td>GM Parts IMR Program</td>
<td>888.462.6671</td>
</tr>
<tr>
<td>GMDI (IMR Program Headquarters)</td>
<td>888.462.6671</td>
</tr>
<tr>
<td>Ideas Plus (Service and Parts Consultant Magazine)</td>
<td>734.516.7222 or 734.483.1319</td>
</tr>
<tr>
<td>Maritz Market Research</td>
<td>419.725.4107</td>
</tr>
<tr>
<td>Martin Advertising (for individual HUMMER and Saab dealers)</td>
<td>205.930.9200</td>
</tr>
<tr>
<td>MCM Learning (Service Quick Tips)</td>
<td>586.393.0000</td>
</tr>
<tr>
<td>MDI Worldwide</td>
<td>800.634.8471</td>
</tr>
<tr>
<td>MillerZell</td>
<td>800.553.4492</td>
</tr>
<tr>
<td>Motorsports Marketing</td>
<td>800.218.9833</td>
</tr>
<tr>
<td>Performance Marketing</td>
<td>317.843.5444</td>
</tr>
<tr>
<td>ProAct (Movin’ Parts ProfitMakers Magazine)</td>
<td>877.348.1822</td>
</tr>
<tr>
<td>ProAct (Powertrain Clinic Program Headquarters)</td>
<td>816.472.9898</td>
</tr>
<tr>
<td>Rand McNally</td>
<td>866.838.4249</td>
</tr>
<tr>
<td>R. L. Polk</td>
<td>877.889.7697</td>
</tr>
<tr>
<td>SFE Program Headquarters</td>
<td>877.401.6938</td>
</tr>
<tr>
<td>SMG Marketing – Yellow Pages</td>
<td>800.438.2222</td>
</tr>
<tr>
<td>Team GM USA</td>
<td>866.467.4768</td>
</tr>
<tr>
<td>Trader Publishing Programs</td>
<td>866.854.9089</td>
</tr>
<tr>
<td>TransWorld Marketing</td>
<td>800.411.1617</td>
</tr>
<tr>
<td>TSI Sports</td>
<td>269.375.0094</td>
</tr>
<tr>
<td>1-800-GM USE US</td>
<td>810.606.2219</td>
</tr>
</tbody>
</table>

### Approved Direct Marketing Vendors (Includes GM Match)

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>GM RMS/Aspen Marketing Direct Mail Programs</td>
<td>800.848.0212</td>
</tr>
<tr>
<td>Campbell-Ewald Direct</td>
<td>586.558.7360</td>
</tr>
<tr>
<td>Goodway Group Direct Mail Program</td>
<td>800.887.2582</td>
</tr>
<tr>
<td>Martin Advertising</td>
<td>205.930.9200</td>
</tr>
</tbody>
</table>

### Approved Direct Marketing Vendors (No GM Match)

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Performance</td>
<td>800.888.0024 x220</td>
</tr>
</tbody>
</table>
Authorized Vendors

All merchandise bearing GM’s trademarks must be purchased only from parties authorized or licensed by GM. This includes items such as T-shirts, hats, pins, water bottles, key chains, golf shirts, jackets, and all other promotional products.

The following is a summary listing of certain authorized supplier licensees, which will be updated from time to time as new licensees are being added regularly. One of the many benefits of using these licensees is to ensure consistent quality on the products that use the valuable GM trademarks and represent your dealership.

Approved Licensees for Division-Branded Products (Dealership Name NOT Required on Product):

**American Identity**, 800.793.9834 and 800.828.2112 prompt 4 (Saturn) (Overland Park, Kansas). Personalized apparel, promotional products, caps, and vehicle replicas.

**Burston Marketing**, 800.653.1375 or e-mail tstout@burston.com (Elkhart, Indiana). HUMMER, Corvette, and Solstice apparel; collectibles; and general merchandise.

**Concord Industries**, 800.553.9824 (Norwalk, Connecticut). Engraved pens, frames, key chains, embossed leather desk accessories, and laser-engraved crystal.

**Cruisin’ Sports**, 800.254.5553 or e-mail tammy@cruisinsports.com (Hendersonville, Tennessee). Chevrolet Racing apparel and general merchandise.

**ELH Enterprises**, 925.474.1441 or e-mail beth@elhenterprises.com (Pleasanton, California). Saturn and Chevrolet plush bears, fanny packs, cell-phone holders, key chains, and CD cases.


**Lands’ End**, 800.604.0071 or e-mail gm@landsend.com (Dodgeville, Wisconsin). Embroidered apparel.

**Mad House Marketing**, 262.798.1785 or madhousemarketing.com (Wankesha, Wisconsin). Embroidered apparel.

**MAS Inc.**, 866.503.9099 or maspremium.com/gmdealernetwork or e-mail gmdealernetwork@maspremium.com (Rochester Hills, Michigan). Consumer electronics.
Micro Furr, 208.377.0870 (Boise, Idaho). Novelty golf accessories, CD/DVD cases, and car pillows/blankets.

Parsons-Kellogg, 866.602.8398 or parsonskellogg.com (East Providence, Rhode Island). Buick golf-related apparel, equipment, and general merchandise.

Precision Arts & Pinstriping, 631.789.8770, fax number 631.789.8836, or e-mail ekole@precisionartltd.com (Amityville, New York). Saturn vehicle decals.

Ralph White Merchandising, 800.829.8265 or e-mail ralphwhiteinc@sbcglobal.net (Cypress Spring, Texas). Chevrolet and Pontiac apparel and general merchandise.

Stamps.com, 888.434.0055 or stamps.com (Los Angeles, California). Customized postage stamps and PC Postage System for customer promotional purposes. Not to be used for dealership postage.


Taxor, Inc., 800.282.8332 or e-mail watches@taxor.com (Azusa, California). Watches, clocks, and calculators.

The Wiegand Company, 620.665.7672 (South Hutchinson, Kansas). Steel signs and decorative license plates.

Approved Licensees for Division and Dealer-Branded Products (Dealership Name Required on Product)
Includes previously mentioned licensees, plus the following:


Admart Custom Signage, 800.354.2102, e-mail gmshop@admart.com, or admart.com/gmshop (Danville, Kentucky). Premium and promotional items and lighted signs (with or without dealer name).


Cintas Promotional Products, 877.368.0843 or 866.320.2914, fax number 513.459.1532, or e-mail promoproducts@cintas.com (Cincinnati, Ohio). Premium and promotional items and personalized apparel.
Corporate Image, Inc., 888.506.5646, fax number 781.293.9874, or e-mail corpimage1@adelphia.net (Halifax, Massachusetts). Embroidered apparel.

Direct Persuasions, 866.592.8552 or directpersuasions.com (Boca Raton, Florida). Embroidered apparel.

GR Marketing Group, (Motorsports Marketing), 800.218.9833 or dealergalaxy.com (Troy, Michigan). Banners, flags, decals, and signage.

Image Innovators (Ad Ideas of Wisconsin), 800.924.8577, image-innovators.com, or e-mail sales@image-innovators.com (Green Bay, Wisconsin). Premium and promotional items and personalized apparel.

Logo Vision, 888.810.5646 or promopaulg@logovision.com (Troy, Michigan). Premium and promotional items and personalized apparel.

One-Stop Marketing, 800.768.8694 (Indianapolis, Indiana). Premium and promotional items and personalized apparel.

Perceptions Premium Products, LLC, 866.880.2802, e-mail gmsales@perceptionssllc.com, or perceptionssllc.com (Southaven, Mississippi). Premium and promotional items and personalized apparel.

Proforma, 800.825.1525, proforma.com (Cleveland, Ohio). Premium and promotional items and personalized apparel.

Reynolds and Reynolds, 800.344.0996, reysource.com, or e-mail ids_mktg@reyrey.com (Kettering, Ohio). Key tags, license plate frames and inserts, decals, and general merchandise.

Stars Signatures, Inc., 888.627.8277, fax number 727.520.8952, StarsSignatures.com, or e-mail Sales@StarsSignatures.com (Pinellas Park, Florida). Premium and promotional items and personalized apparel.

Ultra Marketing, 248.549.9200 or e-mail jim@ultramarketing.net (Royal Oak, Michigan). Premium and promotional items and personalized apparel.


Approved Licensee for Goodwrench Merchandise
GM Goodwrench Merchandising Headquarters, 888.821.4646.

Approved Licensees for Vehicle Replicas
Please contact EMI (Manager, GM Dealer ASI Program) at 248.680.9150 for information on approved GM vehicle replica licensees that can handle individual GM dealer requests.

Documentation
An original invoice reflecting the item, quantity, and cost.
No-Match Claims

There are a variety of marketing and advertising activities that are reimbursable under IMR, but that GM chooses not to pay for with matching funds. Claims for reimbursement on these types of activities are called “No-Match” claims. No-Match claims cannot exceed 30 percent of the total annual IMR budget, including both Dealer Contributions and GM Match funds. These claims are paid solely with dealer contributions and do not include the GM Match. Each time a No-Match claim is approved for reimbursement, the applicable GM Match Funds will be forfeited. The funds available under IMR will be reduced by this amount (in addition to the amount of the No-Match claim itself).

Example:

Match Claim

$100.00 claim

$66.67  Dealer Contributions
$33.33  GM Match

$100.00  Total deducted from IMR Sales account

No-Match Claim

$100.00 claim

$100.00  Dealer Contributions
$50.00  Match forfeiture

$150.00  Total deducted from IMR Sales account

All claim types discussed below are eligible for reimbursement, but are paid as No-Match claims as described above:

- Web sites that are not the GM Core Dealer Web site provided as part of the IMR digital package
- Direct mail provided from companies other than the four approved direct mail vendors (see Turnkey list on page 39)
- Production expenses (including talent fees)
- Approved brand-focused merchandise hardware
- Vehicle brochures
- Agency commissions
- Standards for Excellence (SFE) enrollment fee
- GM Facility Image Program, base enrollment fee, and Exterior Signage Survey charge and Goodwrench Retail Environment Program elements/fees (excluding travel and expenses)
• Food and non-alcoholic beverage to support promotional activity
• Exclusive GM logo apparel to be utilized in connection with marketing activities
• Certain non-GM-approved showroom and dealership/vehicle signage (as detailed on page 45)
• Non-cash customer fulfillment/customer appreciation premiums
• GM licensed promotional merchandise
• Customer appreciation such as:
  – Flowers/cookies
  – Test-drive fulfillment
  – Gift cards
  – Dealership visit logo/coffee mug/key chain giveaways
• Sales/Service/Parts/Body Shop personnel incentives (four maximum per year, not to exceed one month in duration each, cap of up to $500 per eligible delivery or service provided)
• Customer sweepstakes/contest administration and giveaway vehicle costs (one per year maximum)
• Marketing and advertising seminars, training, and consulting services
• Logo business stationery and business cards
• Calendars with dealer identification
• GM-dedicated retail sales, service, or parts classified liner ads
• Parts truck decals
• D2DLink
• GM Partners Program – administrative expenses
• Sales, service, parts, or accessories consumer clinics
• Outbound promotional follow-up support (phone, text, e-mail)
• Market tracking services (i.e. third-party call support such as Connections, Identify!, Who’s Calling, etc.)
• Official GM Goodwrench uniform apparel

Standards For Excellence (SFE) Enrollment Fee
Participating dealers may elect to have their Standards for Excellence enrollment fee reimbursed from the IMR account as a No-Match claim. This reimbursement will only be available in an automated manner. Billing occurs biannually in January and July of each year. Reimbursement from your Zone Team or Program Headquarters is not authorized. Contact Program Headquarters for details. Dealers must select the IMR payment option during the SFE open enrollment period. After enrollment has ended, you are committed to the selected billing option for the duration of the enrolled calendar year SFE Program.
**GM Facility Image**
Participating dealers may elect to have the GM Facility Image Program base enrollment fee and Exterior Signage Survey charge (excluding travel and expenses) reimbursed from the IMR account as a No-Match claim. This reimbursement will only be available in an automated manner. Reimbursement from your Zone Team or Program Headquarters is not authorized. Contact Program Headquarters for details. General inquiries should be directed to the Retail Facilities Group Web site at gmfacilityimage.com.

**Goodwrench Retail Environment**
Participating dealers may elect to have the Goodwrench Retail Environment elements and consultation fees (excluding travel and expenses) reimbursed from the IMR account. This reimbursement will only be available as a Turnkey claim. Contact Goodwrench Retail Experience Headquarters at 866.693.0306 or visit the Web site at gmspobrandmanager.com.

**Showroom and Dealership Signage**
Temporary showroom signage and window painting may be reimbursed as a No-Match claim. Photo of signage and detailed vendor invoice required.

**Food and Beverage**
Food and non-alcoholic beverage that is offered to customers in conjunction with a specific dealership promotional activity may be reimbursed as a No-Match claim. Food and beverage for dealership employees is not eligible for reimbursement. Evidence of promotion and detailed vendor invoice required.

**Exclusive GM Logo Apparel**
Dealer logos that reference any non-GM line make will not be acceptable. Any GM logos approved for the dealership can be used. Non-GM makes or logos will make the entire piece not reimbursable. Apparel and premiums are reimbursable as a No-Match claim only if used in conjunction with dealership marketing and advertising activities, such as a promotional event. Reimbursement for resale is not allowed. All merchandise bearing GM's trademarks must be purchased only from parties authorized or licensed by GM. (See page 40 for a listing of approved parties.)

**Non-cash Customer Fulfillment/Customer Appreciation Premiums**
Non-cash fulfillment premiums for test-drive programs or customer appreciation may be reimbursed as a No-Match claim. There will be no reimbursement for sales, parts, or service purchase incentives/rebates of any kind. There is no reimbursement for dealership goods or services. Detailed vendor invoice required.
GM Parts Truck Decals

Documentation
A photograph of the actual finished decal must be submitted as documentation.

Invoices
A detailed vendor invoice must be submitted for reimbursement.

Logos
Only designated and approved GM Parts and Service logos may be used to provide a reference to the dealership’s service.

Calendars

Documentation
If using a non-Turnkey vendor, a printed sample of the finished calendar must be submitted as documentation.

Invoices
A detailed vendor invoice must be submitted for reimbursement.

Sales/Service/Parts/Body Shop Personnel Incentive Programs

Reimbursable
Dealers may conduct a maximum of four Sales/Service/Parts/Body Shop personnel incentive programs per year, not to exceed one month in duration and $500 per eligible delivery or service provided. Subject to these limitations, these payments are reimbursable as a No-Match claim. An Incentive Management Summary Form, found online at gmlam.com, must be completed and submitted to the Zone Team for approval prior to program start date. Promotion must remain within the Guidelines established on the Incentive Management Summary Form.

Documentation
Documentation verifying sales/service eligibility must be retained in the deal jacket for GM review.

Payment
Once the program is complete, the Zone Team will review the program for eligibility and, if appropriate, approve reimbursement to the dealer.

Note: Tax obligations – Federal, state, and local tax obligations associated with any dealership Sales/Service/Parts/Body Shop Incentive Program, or associated with reimbursements under IMR, are the sole responsibility of the dealer. General Motors Corporation is not responsible for dispersing funds to individual sales/service personnel under this process.
**Consumer Sweepstakes/Contest Administration and Giveaway Vehicle Costs**

**Reimbursable**
Dealers may conduct a maximum of one consumer sweepstakes/contest activity with vehicle giveaway per calendar year. Reimbursement costs associated with the prize vehicle are reimbursable as a No-Match claim. A Sweepstakes/Contest Summary Form must be completed and submitted to your Zone Team for approval prior to program start date. Promotion must remain within the guidelines established on the Sweepstakes/Contest Summary Form.

**Documentation**
Documentation verifying sweepstakes/contest administration must be maintained, including rules of the contest, marketing materials, and contract with sweepstakes vendor.

**Payment**
Once the program is complete, the Zone Team will review the program for eligibility and, if appropriate, approve reimbursement to the dealer.

**Note:** Tax obligations – Federal, state, and local tax obligations associated with any dealership Sweepstakes/Contest Administration and Vehicle Costs, as well as the reimbursement of any expenses under IMR, are the sole responsibility of the dealer. General Motors Corporation is not responsible for disbursement under this process. The Sweepstakes/Contest Summary Form can be found on gmlam.com.

**GM Dedicated Retail Sales, Service, or Parts Classified Liner Ads**
Classified liner ads qualify for reimbursement as a No-Match claim. A detailed vendor invoice and a photocopy of the ad are required for IMR reimbursement.

**Marketing and Advertising Seminars, Training, and Consulting Services**
These services must be completed by a third-party organization. A detailed vendor invoice and documentation supporting that these expenses are for marketing and advertising services is required for reimbursement as a No-Match claim.

**Logo Business Stationery and Business Cards**
A detailed vendor invoice is required for IMR reimbursement as a No-Match claim.
GM-Approved Showroom Merchandising

Approved Suppliers
Order showroom merchandising items reimbursable as a No-Match claim only through approved GM suppliers. Call DCI Marketing at 800.766.5660, MDI at 800.634.8471, or MillerZell at 800.553.4492 for more information.

GM-Approved BFM Items
Brand-Focused Merchandise (BFM)

- Hardware items in the GM Promotions Center are eligible for reimbursement as a No-Match claim.
- Brand-focused merchandising graphics are eligible for GM Match.

Documentation

Billing
All merchandise ordered is billed directly to the dealer’s open account by approved suppliers. No other documentation is required.

Claim Submission
All eligible charges are automatically submitted to Program Headquarters for reimbursement unless DCI or MDI is notified otherwise by the dealer.

The showroom merchandising items listed below are reimbursable as No-Match claims and are eligible for reimbursement from dealer contributions only (GM Match is forfeited):
- Literature center (wall mount and floor stand)
- Interactive brand center
- Vehicle portrait frames
- Product information center and exterior color dome deck
- Showroom accessories display
- Customer lounge/service drive communications system
- Body shop communications system
- GM Promotions Center
- Vehicle brochures
The showroom merchandising items listed below are ineligible for reimbursement:

- Banners
- Raffles
- Floor mats
- Plaques
- Flags
- Welcome center
- Folders
- Binders
- License plate holders/frames
- Accent carpets
- Miscellaneous dealer signs (rest room, directory, service menu, etc.)

GM-Approved Service Lane Merchandising

Approved Suppliers
Order service lane merchandising items only through approved GM suppliers. Call Goodwrench Retail Experience Headquarters (Blake Jarrett & Co.) at 866.693.0306 for more information.

The items listed below are eligible for reimbursement, excluding GM Match:

- GM Parts truck decals
- Service Advisor write-up desks
- Impulse item display
- Organized poster system
- Interior way-finding signs
- Hours of operation
- Directional pylons
- Aroma marketing

Any item not listed above is not eligible for reimbursement.

The items listed below are ineligible for reimbursement:

- Banners
- Raffles
- Plaques
- Flags
- Folders
- Binders
- License plate holders/frames
- Accent carpets
Terminations and Withdrawals

Termination of Dealer Sales and Service Agreement

IMR Contributions
Upon a participating dealer’s termination of a Dealer Sales and Service Agreement, the dealer’s previous Sales IMR contributions will be credited to the open account of the dealer. Any GM Match funds will be forfeited.

Selling the Dealership
If a participating dealer sells the dealership, all remaining Sales IMR dealer contributions will be transferred to the selling dealer’s open account. Any GM Match funds will be forfeited. However, if there is an assumption of assets and liabilities, all remaining Sales IMR funds may, at the selling dealer’s request, be transferred to the purchasing dealership’s open account. Again, any GM Match funds will be forfeited. It is the responsibility of the selling dealer to submit all claims for reimbursement prior to terminating the Dealer Sales and Service Agreement, and to notify GM of a desire to have funds transferred to the purchasing dealer’s open account.

GM Repurchase of Vehicles
When GM repurchases a new vehicle from dealer inventory, GM will credit the dealer for the original IMR contribution and debit the applicable amount (including the related GM Match) from the available funds under IMR.

Dealer Withdrawals from IMR

How to Withdraw
An active dealer may withdraw from IMR by submitting 30 days’ prior online notification once the 12-month initial participation commitment has been fulfilled. The required form can be found by accessing gmlam.com and selecting the Enrollment/Withdrawal Form from the online form section. Any other method of asking to withdraw will not be effective. LAM Program Headquarters must have a completed online withdrawal form from the dealer in order to process.

Remaining IMR Funds
If an active GM dealer discontinues its participation in IMR for any reason, the dealer’s remaining contributions to IMR, and the GM Match funds, will remain in the program and will be available to pay for expenditures as set forth in the guidelines until these funds are expended. There will be no refund to the dealer and contributions will cease.

Note: Re-enrollment in IMR is an option at any time, subject to a minimum 12-month commitment.
GM Amendments/Termination of IMR

Right to Amend or Terminate
GM has the right to amend, terminate, or cancel the IMR component or any component of the IMR program at any time, for any reason, upon 30 days’ prior written notice to all affected dealers. Amendments are not effective unless they are in writing, in formal guidelines published by GM, or signed by the GM Director of Local Advertising and Marketing of General Motors Corporation.

Remaining Contributions
If the IMR component is terminated by GM, any remaining contributions to the IMR component and the GM Match funds will remain in the program and will be available to pay for expenditures as set forth in these guidelines until they are expended. There will be no refund to the dealer.

IMR – PARTS COMPONENT

OVERVIEW
Any GM dealer, except for Saab dealers and Saturn retailers is eligible for GM Parts IMR Funds. The GM Parts IMR funds will be accounted for and disbursed separately from the Sales IMR Funds generated through vehicle deliveries as discussed on page 7.

Participation
GM Parts designed this program to provide you with GM Parts IMR credit for placement of professionally developed, GM Parts-approved advertising and promotional materials. You earn these credits by complying with the guidelines.

GM Parts IMR credit for advertising and promotional materials is available to all General Motors dealerships, except for Saab dealers and Saturn retailers.

GM Parts IMR Funds
All GM dealerships eligible to participate in GM Parts IMR may earn advertising and promotional credit totaling up to 7 percent of the amount they spend on selected Goodwrench Service Merchandising Parts (GSMP) purchases. As further described below, the earned monies will be separated into two different types of funds available for different types of reimbursements: Advertising Funds and Promotional Funds.
The types of GSMP eligible parts (the “Eligible Parts”) are as follows:

- Maintenance parts such as oil filters, air filters, fuel filters, transmission filters, friction brake parts (pads, shoes, drums, and rotors), wiper blades, and a variety of belts and hoses.

- Light repair parts such as shocks, struts, alternators, starters, PCV valves, water pumps, fuel pumps, and a variety of air conditioner parts, wires and cables, and emission parts.

- Please note that each Dealer System Provider (DSP) identifies GSMP parts differently. Dealerships should contact their DSP to obtain information on how to identify GSMP parts.

**GM Parts IMR Advertising Funds**
You may use your GM Parts IMR Advertising funds only for advertising such as Internet, newspaper, radio, television, and outdoor advertising; direct mail; calendars; select promotional merchandise; and Yellow Pages.

**GM Parts IMR Promotional Funds**
You may use your GM Parts IMR Promotional funds for sponsorships, dealer support, and merchandise.

For more details, contact GM LAM Program Headquarters at 888.462.6671.

**Earning Four Percent GM Parts IMR Funds**
All GM dealerships (excluding Saab and Saturn) earn 4 percent in GM Parts IMR funds on the purchase of Eligible Parts.

Of this 4 percent, GM Parts automatically allocates 3 percent to your GM Parts IMR Advertising Account and 1 percent to your GM Parts IMR Promotional Account as follows:

<table>
<thead>
<tr>
<th></th>
<th>GM Parts IMR Advertising Account</th>
<th>GM Parts IMR Promotional Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>3%</td>
<td>Total GM Parts IMR Credits Earned on the Purchase of Eligible Parts</td>
<td></td>
</tr>
</tbody>
</table>

Here’s an example of how you automatically earn the 4 percent GM Parts IMR credit:

\[
\begin{align*}
\text{\$2,000} & \quad \text{Eligible Parts Order} \\
\times \quad 4\% & \quad \text{GM Parts IMR Reimbursement Rate For Eligible Parts Purchases} \\
\hline
\text{\$80} & \quad \text{Addition to your Dealership’s GM Parts IMR Account}
\end{align*}
\]

Of this $80, $60 would be added to the Advertising Account and $20 would be added to the Promotional Account.
Earning an Additional Three Percent on Eligible GM Parts
All dealers (excluding Saab and Saturn) are eligible to receive an additional 3 percent in GM Parts IMR funds on GSMP Eligible Parts purchases by agreeing to offer the following four services to their customers:

• GM Goodwrench Limited Lifetime Service Guarantee
  – You must complete a separate enrollment form for this program through your GM District Parts Manager.

• GM Goodwrench Courtesy Transportation
  – You must agree to provide at least one-way courtesy transportation for your customers who bring their vehicles to your dealership for service.

• GM Goodwrench Service Reminder Direct-Marketing Program
  – You must mail service reminders for routine service or maintenance, as indicated in the vehicles’ Owner’s Manuals, to the active customers in your dealership’s customer database.
  – General Motors Corporation reserves the right to require proof of performance, including mailing lists, copies of actual mailings, and an official postage statement.

• GM Goodwrench Multi-Point Vehicle Inspection Process
  – The dealership must perform a Goodwrench Multi-Point Vehicle Inspection on customer service vehicles. This includes an introduction of the inspection process to customers at the time of write-up as well as an explanation of the inspection after the service work is performed. Customers should receive a copy of the inspection form with their repair order as they leave the dealership.
  – The inspection must only recommend services that are consistent with the vehicles’ Owner’s Manuals. The GM District Parts Manager and/or District Service Manager will monitor proof of performance and can help with questions. Inspection forms are available by calling GM Goodwrench Merchandising Headquarters at 888.821.4646.

To enroll for the additional 3 percent IMR funds, access gmlam.com.

It may take up to 30 days for your enrollment to take effect. GM Parts will begin adding funds to your GM Parts IMR Account after updating customer records. GM Parts is not responsible for paying GM Parts IMR funds on previous purchases.
Earning Three Percent GM Parts IMR Funds

3 Percent GM Parts IMR Funds on GM Goodwrench Oil

All dealers (excluding Saab and Saturn) are eligible to receive 3 percent in GM Parts IMR funds on the purchase of GM Goodwrench Motor Oil.

Of the 3 percent in GM Parts IMR funds you may earn by purchasing GM Goodwrench Motor Oil or by providing the above services, GM Parts allots 2.25 percent to your GM Parts IMR Advertising Account and 0.75 percent to your GM Parts IMR Promotional Account, as follows:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.25%</td>
<td>GM Parts IMR Advertising Account</td>
</tr>
<tr>
<td>0.75%</td>
<td>GM Parts IMR Promotional Account</td>
</tr>
<tr>
<td>3.00%</td>
<td>Total GM Parts IMR Credits</td>
</tr>
</tbody>
</table>

GM Parts IMR Fund Deadlines

You have until February 28 each year to use the GM Parts IMR funds you earned from January 1 through December 31 in the previous calendar year.

GM LAM Program Headquarters must receive any claims against that balance within 90 days of the advertising or promotional activity.

You relinquish any IMR Parts funds you do not claim by that deadline.

IMPORTANT

- GM Parts will apply your reimbursement requests against your current year’s available funds. However, during January 1 - February 28, if you have previous year’s funds available and the activity takes place during that time, claims will be paid first from the previous year’s funds. After those funds are depleted, the current year’s funds will be utilized.

- If you have an insufficient available balance to cover the amount approved, GM Parts will enter the approved credit as pending.
• You CANNOT carry over this pending balance from one program year to the next.

• GM Parts will pay your pending balance when you have earned sufficient credits in your Parts IMR Account or you may submit claims against your Sales IMR Account.

Transferring Funds from GM Parts IMR Promotional Account to GM Parts IMR Advertising Account
Funds may be transferred from your GM Parts IMR Promotional Account to your GM Parts IMR Advertising Account by accessing gmlam.com and selecting the Fund Transfer link located within the Service and Parts IMR tab. Please note that you may not transfer funds from your GM Parts IMR Advertising Account to your GM Parts IMR Promotional Account.

Legal Review of Creative
Each individual dealership is solely responsible for the legal review of advertising submitted for reimbursement under Parts IMR. GM will not review and does not undertake any legal responsibility for the content of Parts IMR advertisements.

Simplified Maintenance
Only advertising that promotes routine service or maintenance as recommended in the vehicles’ Owner’s Manuals will be eligible for GM Parts IMR reimbursement. Advertising that promotes non-recommended services or repairs that are NOT based on the vehicles’ Owner’s Manuals will not be eligible for reimbursement.

The change regarding mileage reminders was coordinated with the introduction of Simplified Maintenance, advanced GM technology that is changing the way we look at vehicle maintenance.

It is recommended that you become familiar with the Simplified Maintenance support materials for all the details – the changes are significant and affect GM Parts IMR reimbursement. See bulletins #GMP 04-050, #GMP 04-132, and #GMP 05-122 for more information.

Note: Advertising that promotes non-recommended services or repairs that are NOT based on the vehicles’ Owner’s Manuals will not be eligible for reimbursement.
**Prior-Approval Process**

If you are unsure whether an advertisement or promotion qualifies for GM Parts IMR reimbursement, you may submit it to GM LAM Program Headquarters for review.

Obtain and complete the Prior Approval form found in the online form section of gmlam.com.

Send a copy of the advertising and completed Prior Approval form to:

GM LAM Program Headquarters  
P.O. Box 1919  
Memphis, TN 38101

Overnight address:  
GM LAM Program Headquarters  
Attn: Advertising Checking Bureau, Inc.  
1610 Century Center Parkway  
Suite 104  
Memphis, TN 38134  
Fax: 866.647.9508  
E-mail: GMPartsCoop@acbcoop.com

**Additional Information:**

- If the advertising qualifies for reimbursement, GM LAM Program Headquarters will approve the request. This will reserve funds from your GM Parts IMR Account.

- Assuming you have earned enough GM Parts IMR funds, when your claim arrives at GM LAM Program Headquarters with the Prior Approval number noted, the program’s administrators will pay the claim from your reserved funds, guaranteeing payment for the advertising.

- This process is the same for promotional items, except approval or disapproval comes from the Regional Divisional Marketing Manager (RDMM).

- GM LAM Program Headquarters will then forward the request to your RDMM for approval or disapproval.

- To track status, go to the View Prior Approvals link under the Service and Parts IMR tab. Requests for promotional activity may be submitted by completing the Prior Approvals entry form found on gmlam.com.
GM Parts IMR Claim Reimbursement Process
Claims are submitted online at gmlam.com to Program Headquarters.

Claims Exceeding Available Funds
Parts IMR claims submitted in excess of the available funds will be held until sufficient funds are generated. At that time, the credit is issued for the approved reimbursement amount. No partial payments will be processed. Please note you may also use your Sales IMR Funds for claims of this type.

General Information
• All eligible advertising reimbursements are made to your open parts account.
• Claims must be received by Program Headquarters no later than 90 days following the eligible activity.
• GM reserves the right, in its sole business discretion, to make deductions to your Parts IMR Funds to resolve any outstanding transactions.
• Credits are issued every Thursday and will appear on your dealer open-account statement the following Monday.
• Once a claim or request for reimbursement is received, it will take up to 14 business days to issue your credit.
• Reimbursement is not due until the advertisement or event has been published or executed.

Direct Contact Dealers
For claims made from any portion of your Parts IMR Funds or your Sales IMR Funds (see Sales IMR guidelines beginning on page 5), your Zone Team will review and approve the claim for reimbursement.

Reimbursement Through Zone Team
In order to receive reimbursement from your Parts IMR account, describe activities on the Advertising Claim Log and provide the proper proof of performance to your Zone Team as outlined in this manual. Your Zone Team can authorize and process your reimbursement via the Internet. Direct Contact Dealers should not submit claims directly to Program Headquarters for reimbursement.

Multiple Dealerships in One Market
If you own multiple dealerships in the same market area with the same name and group the dealerships’ advertising together, your Zone Team may draw funds from whichever location’s Parts IMR Program account has sufficient funds to cover the reimbursement request. Please reference this activity on your claim form.

Note: IMR funds cannot be transferred between active GM dealers.
**Document Retention**

Since your Zone Team authorizes and processes your IMR claims, you are required to retain the Advertising Claim Log and original supporting documentation. A dealer may choose to establish a proof-of-advertising retention policy that is shorter than the current and following calendar year, but that is no shorter than six months after reimbursement. Prior to implementing any change in your record retention requirements, please consult with your accountant and attorney to determine whether you need to retain these records for other business or legal purposes.

**Post-Buy Analysis**

Newspaper ads and direct marketing materials created though the Ad Builder on gmlam.com will not be subject to Post-Buy audit. All other reimbursements under IMR are subject to audit, and Direct Contact Dealers should expect audits at a minimum of twice a year. If you are selected for a Post-Buy Analysis, Program Headquarters will notify you through your Zone Team. You will mail to Program Headquarters the documentation to support program reimbursement(s) within 45 days. If the documentation is not received within 45 days, the dealership will permanently forfeit the Parts IMR funds for that claim. When signing into gmlam.com, you will see an important notice reminding you of overdue documentation, along with a link to all Post-Buy Requests.

Submit the appropriate Post-Buy documentation to Program Headquarters before the 45-day grace period expires and retain tracking numbers when submitting material, as Program Headquarters is not responsible for lost or misdirected mail. The status of the Post-Buy Analysis can be monitored by clicking on “Claims and Post-Buy History” in the gmlam.com menu.

**Post-Buy Discrepancies**

Upon receiving an Parts IMR claim, Program Headquarters determines whether it is compliant. If there is no discrepancy, no further action is needed. If discrepancies are noted, Program Headquarters will post the discrepancies to gmlam.com in the “Post-Buy History” and “Post-Buy Detail” screens so that corrective measures may be taken for future claims.

**Non-compliance**

The Parts IMR funds are permanently forfeited to GM on any IMR claim selected for a Post-Buy audit which does not comply with these guidelines, including advertising containing:

- Any competitive reference
- Any reference to non-recommended services (i.e. service flush)
- Missing or improper logo(s) and/or tagline
To check the status of an annotated Post-Buy, refer to the Claims and Post-Buy History report on gmlam.com. Repeated violations may result in the denial of these claims in their entirety.

Denial of Claim
General Motors Corporation may deny any claim for reimbursement that does not demonstrate eligibility (or is not supported by adequate documentation) under the program. Dealers bear the burden of proof as to reimbursement eligibility. If a dealer receives reimbursement for any claim that is later determined to be ineligible, GM retains the right to debit the dealer’s IMR account, or to charge back the dealer’s open parts account, in the amount of the improperly paid claim.

Regional Consulting Centers (RCC)

Regional Consulting Center Dealers
- All claims must be submitted online via gmlam.com and required materials must be sent to Program Headquarters for review and reimbursement.

Reimbursement Through Program Headquarters
As a Regional Consulting Center (RCC) dealer, you and your Zone Team can discuss your marketing and advertising activities for your local area; however, it is not required. For GM Parts IMR Fund Reimbursement (see below), submit the GM Parts IMR Fund Reimbursement Claim Form available on gmlam.com under the Service and Parts IMR tab along with the required documentation.

Multiple Dealerships in One Market
If you own multiple dealerships in the same market area with the same name and group the dealerships’ advertising together, you may draw funds from whichever location’s Parts IMR account has sufficient funds to cover the reimbursement request. Please reference this activity on your claim.

Documentation
If your claims are sorted, with documentation attached to the various media types (e.g., newspaper tear sheets and the invoice displaying the insertion dates and costs), it will greatly expedite reimbursements.

If an RCC dealer documentation analysis reveals a lack of compliance in supporting advertising and documentation, GM reserves the right to require the dealer to resubmit claims to Program Headquarters or to prorate the reimbursement based on the eligible amount of the claim, or to reject the claim entirely.
Claim Submission
Send all documentation to Program Headquarters as soon as possible. Some claims with discrepancies, such as missing documentation, may be resubmitted for reprocessing by Program Headquarters. Use the Resubmit Claim Form when sending previously submitted claims to Program Headquarters.

LAM Program Headquarters
P.O. Box 1919
Memphis, TN 38101
Overnight Packages to:
The Advertising Checking Bureau, Inc.
1610 Century Center Parkway
Suite 104
Memphis, TN 38134
Attn: GM LAM Program

Submission of a request for reimbursement under IMR constitutes a dealer’s agreement to comply with and be bound by all applicable program rules.

Additional Program Restraints
Keep in mind that you may use your GM Parts IMR advertising funds only for advertising such as Internet, newspaper, radio, television, and outdoor advertising; direct mail; calendars; select promotional merchandise; and Yellow Pages. You may use your GM Parts IMR promotional funds for sponsorships, dealership support, and merchandise.

Undesirable Advertising—GM Parts reserves the right to refuse to reimburse the cost of any advertising or promotional material that it feels may tend to create an undesirable or adverse impression of GM Goodwrench, GM Parts, GM Accessories, or the General Motors Corporation.

Advertising Competitors’ Products—Only products, parts, and/or accessories that you purchase directly from GM Parts or the vehicle divisions of the General Motors Corporation qualify for reimbursement under the GM Parts IMR Program.

Advertising that includes logos, products, parts, and/or accessories supplied by entities OTHER than vehicle divisions of the General Motors Corporation are INELIGIBLE IN TOTAL.

Price—Ads featuring prices should ONLY feature a single retail outlet or multiple outlets under the ownership of one company.

An understanding that all dealers will charge the same price could constitute illegal price-fixing. Therefore, GM Parts will reject any application that features price or price-related claims for more than a single outlet, except when one company owns multiple outlets.
Since these and other joint actions among competitors may be illegal, you may wish to consult with your attorney before agreeing upon any joint advertising.

**Cross-Line Warranty**—GM Dealers are prohibited from promoting or advertising cross-line warranty repairs. Any violation of this could result in audit, dealer charge back, or termination of cross-line capability. For more information relative to this policy, reference the Service Policy and Procedures Manual, Section 1.4.17 Cross-Line Warranty.

**Campaign Recall Advertising**—Campaign recall advertising does NOT qualify for reimbursement.

**Trade or Barter Agreements**—GM Parts will NOT reimburse for advertising when dealers provide services in lieu of payments.

Tax is not eligible for reimbursement under the GM Parts IMR Program.

**Joint Advertising Applications**—If two or more dealers advertise jointly, each dealer must submit an Application for Advertising Assistance with supporting documentation in order to receive that dealer’s prorated reimbursement for the advertising.
**GENERAL REQUIREMENTS**

**Eligible Reimbursements**

Use the summary chart below as a reference for which dealership expenditures are eligible for reimbursement under GM Parts IMR.

### Eligible Claims

<table>
<thead>
<tr>
<th>Only these expenditures are eligible for reimbursement under GM Parts IMR</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Internet advertisements</td>
</tr>
<tr>
<td>• Direct mail</td>
</tr>
<tr>
<td>• Newspaper/magazine/circular advertisements</td>
</tr>
<tr>
<td>• Broadcast media (radio, television, and cable television advertisements)</td>
</tr>
<tr>
<td>• E-mail customer promotional communications</td>
</tr>
<tr>
<td>• Yellow Pages display advertising</td>
</tr>
<tr>
<td>• Yellow Pages Logo Ad program</td>
</tr>
<tr>
<td>• Yellow Pages Internet</td>
</tr>
<tr>
<td>• Outdoor/transit</td>
</tr>
<tr>
<td>• Up to 25% of Service/Parts/Accessories advertising may include GM exclusive new/used, certified used/pre-owned vehicle advertising</td>
</tr>
<tr>
<td>• Catalogs</td>
</tr>
<tr>
<td>• Brochures</td>
</tr>
<tr>
<td>• Events and trade shows</td>
</tr>
<tr>
<td>• Food and non-alcoholic beverages</td>
</tr>
<tr>
<td>• Parts truck decals</td>
</tr>
<tr>
<td>• Courtesy vehicle graphics</td>
</tr>
<tr>
<td>• Goodwrench Retail Environment Program elements/fees</td>
</tr>
<tr>
<td>• Exclusive GM logo apparel in connection with marketing activities</td>
</tr>
<tr>
<td>• DealerPulse Pro</td>
</tr>
<tr>
<td>• D2DLink</td>
</tr>
<tr>
<td>• GM licensed promotional merchandise</td>
</tr>
<tr>
<td>• Service Lane merchandising</td>
</tr>
<tr>
<td>• Calendars with dealer identification</td>
</tr>
<tr>
<td>• Service, parts, or accessories consumer clinics</td>
</tr>
<tr>
<td>• GM Partners Program – administrative expenses</td>
</tr>
<tr>
<td>• Any other GM-licensed merchandise purchased through GM-approved suppliers</td>
</tr>
<tr>
<td>• Official GM Goodwrench uniform apparel</td>
</tr>
</tbody>
</table>

### Ineligible for Reimbursement

<table>
<thead>
<tr>
<th>These expenditures are ineligible for reimbursement under GM Parts IMR</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Vending machines</td>
</tr>
<tr>
<td>• Charitable contributions</td>
</tr>
<tr>
<td>• Sales/service/parts/body shop personnel compensation</td>
</tr>
<tr>
<td>• Dealer hospitality that is not part of an event/sponsorship</td>
</tr>
<tr>
<td>• Group dealership marketing and advertising for divisions supported by LMA program</td>
</tr>
<tr>
<td>• Non-recommended services advertising (e.g., flushes, etc.)</td>
</tr>
<tr>
<td>• Non-GM marketing and advertising activities</td>
</tr>
<tr>
<td>• Consumer incentives</td>
</tr>
<tr>
<td>• Normal business operating expenses or supplies not listed as eligible, including mileage, repair order forms, counter ticket forms</td>
</tr>
<tr>
<td>• Mileage or time-driven reminders to owners of 2004 and newer vehicles</td>
</tr>
<tr>
<td>• Tax</td>
</tr>
<tr>
<td>• Recall notifications/recall advertising</td>
</tr>
<tr>
<td>• Teldon calendars</td>
</tr>
<tr>
<td>• Exclusive new/used car advertising</td>
</tr>
<tr>
<td>• Gifts</td>
</tr>
<tr>
<td>• Competitive product advertising</td>
</tr>
<tr>
<td>• Insignia digital marketing</td>
</tr>
<tr>
<td>• Items not described in the list of eligible expenditures above</td>
</tr>
</tbody>
</table>
### Parts IMR Claim Documentation Requirements

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Internet</strong></td>
<td>• Detailed media invoice • Laser printout of artwork and all click-through information</td>
</tr>
<tr>
<td><strong>Internet Search Engine Advertising</strong></td>
<td>• Detailed media invoice • Laser printout of advertising</td>
</tr>
<tr>
<td><strong>Broadcast</strong></td>
<td>• Detailed station invoice • Scripts • Detailed agency commission and production cost invoice</td>
</tr>
<tr>
<td><strong>Newspaper/Magazine/Circular Advertisements</strong></td>
<td>• Detailed publication invoice • Full-page tearsheet (original or photocopy)</td>
</tr>
<tr>
<td><strong>Outdoor/Transit</strong></td>
<td>• Detailed vendor invoice • Actual photo of signage (no photocopies allowed)</td>
</tr>
<tr>
<td><strong>Yellow Pages Display</strong></td>
<td>• Detailed publication invoice • Photocopy of contract from vendor • Original full-page tearsheet</td>
</tr>
<tr>
<td><strong>Yellow Pages Logo Advertising Program</strong></td>
<td>• Turnkey program. BARS invoice.</td>
</tr>
<tr>
<td><strong>Yellow Pages Internet</strong></td>
<td>• Detailed invoice with contract duration and cost • Laser printout of ad</td>
</tr>
<tr>
<td><strong>Direct Mail</strong></td>
<td>• Detailed production cost invoice • Official postage statement • Detailed vendor invoice • Actual sample of all mail pieces</td>
</tr>
<tr>
<td><strong>GM-Approved Point-of-Purchase Materials</strong></td>
<td>• Turnkey program. No documentation required.</td>
</tr>
<tr>
<td><strong>Showroom Merchandise</strong></td>
<td>• Turnkey program. No documentation required.</td>
</tr>
<tr>
<td><strong>E-mail Customer Promotional Communications</strong></td>
<td>• Detailed production cost invoice • Detailed vendor invoice • Laser printout of e-mail</td>
</tr>
<tr>
<td><strong>Auto Show and Industry Events</strong></td>
<td>• Detailed vendor invoice • Photo of exhibit • Photocopy of contract from event promoter</td>
</tr>
<tr>
<td><strong>Promotional Events and Sponsorships</strong></td>
<td>• Detailed vendor invoice • Photocopy of contract • Photograph of signage, uniform, or sample of program ads • Photograph of overall event setting</td>
</tr>
<tr>
<td><strong>Electronic Billboards</strong></td>
<td>• Detailed vendor invoice • Photo of billboard</td>
</tr>
<tr>
<td><strong>Owner Communication Programs—GM SPO</strong></td>
<td>• If Turnkey program, no documentation required. If other, a detailed vendor invoice and sample of communication piece is required.</td>
</tr>
</tbody>
</table>
Advertising and Promotional Assistance Program Overview

Logo and Tagline Requirements
The new Goodwrench corporate-wide marketing approach requires that our brand be connected more closely to each GM vehicle brand. This strategy, known as ingredient-branding, marries the Goodwrench brand in all our communications to the Chevrolet, Buick, Pontiac, GMC, HUMMER, and Cadillac brands. The success of the new Goodwrench branding is dependent upon strict standardization of the look and feel of our logos, typefaces, and color palette.

All previous Goodwrench logos, design elements, and photography are no longer valid and should not be used to develop any communications.

The GM Parts logo is appropriate branding for retail/wholesale parts advertising.

For currently acceptable logos and their appropriate uses, see the GM Goodwrench Brand Identity Guidelines and the GM Parts Guidelines located at GMCoop.com and GMAssetCentral.com.

Please keep in mind that to receive IMR reimbursement, you must use the templates available at GMAssetCentral.com.

### Service Advertising Example

<table>
<thead>
<tr>
<th>Broadcast</th>
<th>Print</th>
<th>Brand Logo</th>
<th>Radio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio: (Ingredient brand Chevrolet Goodwrench Visual: (Ingredient brand)</td>
<td><img src="image" alt="Goodwrench" /> <img src="image" alt="Goodwrench" /></td>
<td><img src="image" alt="Goodwrench" /> <img src="image" alt="Goodwrench" /></td>
<td><img src="image" alt="30/60-second spot: Words that constitute the ingredient brand logo twice." /> <img src="image" alt="10/15-second spot: Words that constitute the ingredient brand logo once." /></td>
</tr>
<tr>
<td>Divisional Web Site Address</td>
<td>Goodwrench.com</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Parts and Wholesale Advertising

<table>
<thead>
<tr>
<th>Broadcast</th>
<th>Print</th>
<th>Brand Logo</th>
<th>Radio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio: GM Parts Visual:</td>
<td><img src="image" alt="GM Parts" /> <img src="image" alt="GM Parts" /></td>
<td><img src="image" alt="GM Parts" /> <img src="image" alt="GM Parts" /></td>
<td><img src="image" alt="30/60-second spot: Words that constitute the logo (GM Parts) twice." /> <img src="image" alt="10/15-second spot: Words that constitute the logo (GM Parts) once." /></td>
</tr>
<tr>
<td>Divisional Web Site Address</td>
<td>Goodwrench.com</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ADVERTISING REQUIREMENTS

Broadcast

Television and Cable
Use verbiage that constitutes the current branding, and mention it twice. Do not mention competitor products or parts not supplied by GM vehicle divisions.

Radio
Use verbiage that constitutes the current branding, and mention it twice. Do not mention competitor products or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.

Claims
Submit all claims for broadcast media at net cost.

Documentation

Station Invoices
A station invoice listing the date(s) and time(s) when the commercial (spot) aired is required. Be sure that all invoices include spot-identification names, total number of spots aired, the individual spot cost, and the total invoice cost, including any earned discounts.

Scripts
Television scripts must detail audio as well as visual ad components.

Agency Commission and Production Costs
An original invoice clearly detailing agency commissions, media expenditures, and production costs (including talent) must be submitted. Reasonable and customary agency commissions and production costs are reimbursable.

Newspapers/Magazines/Circulars
Use current logos, which should occupy at least 5 percent of ad space. Be sure the correct logo appears in every coupon and on the front and back of every fold or page of the ad. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.

Incentive Redemption
Dealer rebates, discounts, or coupon redemptions are not eligible for reimbursement.
Classifieds
Classified liner ads qualify for reimbursement.

Documentation
Publication Invoices
A publication invoice listing the name of the publication, the run dates, and the ad size is required.

Tear Sheets
A full-page tear sheet (original or photocopy) depicting the advertisement or an electronic facsimile is required. Be sure the name and date of the publication on the tear sheet are legible.

Internet
Dealer Display Advertising
Display advertising that is eligible for reimbursement includes banner ads, interstitial pages, microsite/jump/splash pages, and sponsorships on branded content sites/hyperlinks.

Use current logos, which should occupy at least 5 percent of ad space. Be sure the correct logo appears in every coupon and on every page. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not advertise new or used vehicles, or mention recall campaigns, non-recommended services, or warranty.

Note: Program Headquarters will preview Web site content. All Web site URLs must conform to GM Corporate policy.

Incentive Redemption
Dealer rebates, discounts, or coupon redemptions are not eligible for reimbursement.

Documentation
Invoices
For the dealer’s display advertising, a media invoice from the Internet service detailing GM advertising elements exclusively (e.g., GM banners) is required. The invoice must indicate the specifications of the GM Web media costs paid by your dealership (e.g., sites purchased, frequency, dates, etc.).

Printouts
Be sure to include a laser printout of the artwork and text, plus click-through information.
Local Search Engine Advertising
For GM dealerships, a basic search engine package is included with IMR. Additional upgrades to this dealership-specific paid search marketing are eligible as a GM Parts IMR reimbursement.

Eligible Expenses
- Set-up fees
- Administrative costs
- Click-through advertising costs

Documentation
Laser print-out of advertising is required.

If placed with SMG Directory Marketing 800.438.2222 or Cobalt 866.439.2258, documentation is kept on file and therefore the printout is not required.

Invoice
A media invoice from the provider/administrator which includes site(s) purchased, contract dates, and cost. Annual or monthly costs may be submitted.

No media invoice is necessary if a dealer elects reimbursement for Local Paid Search Engine Advertising directly through the Turnkey billing system and the IMR account.

E-mail Communications
E-mail communications containing marketing and advertising material intended for consumers are an eligible reimbursement when using an approved Turnkey vendor. E-mail communication expenses from non-Turnkey vendors are eligible. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions.

Documentation
Laser printout of e-mail and an invoice from a third-party vendor is required.

Directory Covers, Sports Score Sheets, Event Programs, In-Theater Announcements
Use current logos, which should occupy at least 5 percent of ad space. Be sure the correct logo appears in every coupon and on the front and back of every fold or page of the ad. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.
Incentive Redemption
Dealer rebates, discounts, or coupon redemptions are not eligible for reimbursement.

Documentation
Invoices
A publication invoice listing the name of the publication, the run dates, and the ad size is required.

Tear Sheets
A full-page tear sheet (original or photocopy) depicting the advertisement or an electronic facsimile is required. Be sure the name and date of the publication on the tear sheet are legible.

Script and Screen Shot
A script and screen shot must be submitted for in-theater announcements only.

Outdoor/Transit
Use current logos, which should occupy at least 5 percent of ad space. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.

Documentation
Vendor Invoices
A vendor invoice listing the dates and location(s) and the total invoice cost with any earned discounts, is required. Invoices can be submitted monthly or one time for a year-long contract and must reflect the number of showings.

Photos
An actual photograph of the signage, once posted, must be submitted. Photocopies are not acceptable.

Direct Marketing
Use current logos, which should occupy at least 5 percent of ad space. Be sure the correct logo appears in every coupon and on the front and back of every fold or page of the direct mail. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.
Incentive Redemption
Dealer rebates, discounts, or coupon redemptions are not eligible for reimbursement.

Documentation
No documentation is required if using the Ad Builder or one of the approved vendors.

Production Costs
Production costs for the piece may be submitted for reimbursement as well.

Postage
An official postage statement form indicating quantity stamped/printed and specifying all costs is required.

Vendor Invoices
Invoices from all direct-marketing vendors that were used are required.

Samples
Actual samples of all mail pieces are required.

Fulfillment Premiums
Dealership visit premium invoice/cost must be detailed and is eligible for advertising and sales support reimbursement.

Yellow Pages Display Advertising
All advertising in local publications must be listed under the Service Repair, Parts Retail, or Body Shop headings to qualify for GM Parts IMR reimbursement.

In addition, all ads must use current logos, which should occupy at least 5 percent of ad space. Be sure the correct logo appears in every coupon and on every page of the ad. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not exclusively advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty.

Logos
Only designated and approved logos may be used to provide a reference to the dealership’s service.

Documentation
Invoices
A publication invoice and contract listing the name of the publication, the publish date, the ad size, and heading are required. Be sure invoices include actual amount paid. Invoices can be submitted monthly or one time for a year-long contract once the publication is issued.
Tear Sheets
An original full-page tear sheet depicting the advertisement must be submitted. Be sure the name and date of the publication on the tear sheet are legible.

Yellow Pages Logo Advertising Program

Billing
SMG Directory Marketing has exclusive responsibility for the GM Parts National Yellow Pages program, including all trademark, trademark display, and trade name in-column advertising for GM dealerships. This advertising is placed under the GM Goodwrench or GM Parts name rather than individual dealer name. To enroll in the GM Parts National Yellow Pages Program, call SMG Directory Marketing/GM Yellow Pages, 800.438.2222.

Eligible Headings
The GM Parts Yellow Pages National Yellow Pages Program is eligible for Parts IMR reimbursement under the following headings: “Auto Repair and Service,” “Truck Repair and Service,” “Auto Parts and Supplies,” and “Auto Body.” The ads are placed alphabetically under the directory headings by brand name and brand logo.

Documentation
Invoices
This program is billed directly through your GM Open Parts Account by SMG Marketing, based on available GM Parts IMR funds.

Tear Sheets
No tear sheet is required since all tear sheets are on file with SMG for reference.

GM-Licensed Promotional Merchandise
Requirements
Use current logos. Do not mention or use competitor logos or products, or parts not supplied by GM vehicle divisions. Do not advertise new or used vehicles or mention recall campaigns, non-recommended services, or warranty. Includes items such as banners, parts decals, clothing, calendars, etc.

Documentation
Submit the following with your claim form:
• Invoice from supplier
• A photograph or original sample
Events, Trade Shows, Clinics

Requirements
In order to qualify for reimbursement, a sponsorship or event should include signage, GM-exclusive products, dealership identification, and a media element. Costs for the entire sponsorship package or individual qualifying elements are eligible for reimbursement. Compensation for sales or service personnel is not eligible for reimbursement.

Documentation
Submit the following with your claim form:
• Contract for the event
• Detailed vendor invoice for all goods or services
• Photograph(s) of exhibit
• Original sample of program ads or photographs of signage or uniforms (if applicable)
• Claims must be submitted within 90 days of the activity

Food and Beverage
Food and non-alcoholic beverage that is offered to customers in conjunction with a specific dealership promotional activity may be reimbursed. Food and beverage for dealership employees is not eligible for reimbursement. Evidence of promotion and detailed vendor invoice required.

Goodwrench Retail Environment
Participating dealers may elect to have the Goodwrench Retail Environment Elements and consultation fees (excluding travel and expenses) reimbursed from the Parts IMR account. This reimbursement will only be available in an automated manner. Contact Goodwrench Retail Experience Headquarters at 866.693.0306 or visit the Web site at gmspobrandmanager.com.
GM-Approved Service Lane Merchandising

Approved Suppliers
Order service lane merchandising items only through approved GM suppliers. Call Goodwrench Retail Experience Headquarters at 866.693.0306 for more information.

The items listed below are eligible for reimbursement through Parts IMR.

- Menu boards
- Tire displays
- Product merchandising pillars and wall displays
- Courtesy vehicle graphics
- GM Parts truck decals
- Service Advisor write-up desks
- Impulse item display
- Organized poster system
- Interior way-finding signs
- Hours of operation
- Directional pylons
- Aroma marketing

Any item not listed above is not eligible for reimbursement.

The items listed below are ineligible for reimbursement:

- Banners
- Raffles
- Plaques
- Flags
- Folders
- Binders
- License plate holders/frames
- Accent carpets

Documentation
Billing
All merchandise ordered is billed directly to the dealer’s open account by approved suppliers.

Claim Submission
All eligible charges are automatically submitted to IMR for reimbursement unless approved supplier is notified otherwise by the dealer.
GM Parts IMR Turnkey-Approved Suppliers
All Turnkey approved suppliers listed on page 39 are approved Turnkey suppliers for GM Parts IMR fund reimbursement.

Terminations

Termination or Change of Dealers for GM Parts IMR

When a Parts and Accessory Termination Return IS NOT Authorized
Upon termination of the Dealer Sales and Service Agreement or a change in a dealer’s six-digit GM Parts dealer code number, GM Parts will transfer the dealer’s Parts IMR funds to the new dealer ONLY when a Parts and Accessory Termination Return IS NOT authorized.

When a Parts and Accessory Termination Return IS Authorized
Upon termination of the Dealer Sales and Service Agreement or a change in a dealer’s six-digit GM Parts dealer code number, when a Parts and Accessory Termination Return IS authorized, GM Parts will credit to the terminated dealer’s account all approved Parts IMR claims for advertising the dealer performed prior to the date of termination. Then, GM Parts will cancel any of that dealer’s unused Parts IMR Account balance.

GM Amendments/Termination of GM Parts IMR

Right to Amend or Terminate
GM has the right to amend, terminate, or cancel the GM Parts IMR fund or any component of the GM Parts IMR fund at any time, for any reason, upon 30 days’ prior written notice to all affected dealers. Amendments are not effective unless they are in writing, in formal guidelines published by GM, or signed by the Director of Local Advertising and Marketing of General Motors Corporation.

Remaining Fund
If the GM Parts IMR fund is terminated by GM, any remaining earned credits to the GM Parts IMR will remain in the fund and will be available to pay for expenditures as set forth in these guidelines until they are expended. There will be no refund to the dealer.
OVERVIEW

Participation in LMA
GM will offer LMA participation to all Chevrolet, Buick, Pontiac, GMC, and Cadillac dealers. Dealer participation in LMA is voluntary.

The LMA is eligible to conduct marketing for GM new/used vehicles, GM-certified used/pre-owned vehicles, GM Goodwrench, GM Parts, Service, and Accessories.

New Dealer Enrollment in LMA
Dealers are required to enroll online with Program Headquarters at gmlam.com.

Enrollment Term
If you are a new GM dealer or an existing dealer newly enrolling in an LMA, or a dealer reenrolling in an LMA after discontinuing participation, you are enrolling for a minimum of 12 months. After the initial minimum participation period, a dealer may terminate its participation in LMA upon 30 days’ prior online notification to Program Headquarters using the required form, which can be found by accessing the gmlam.com web site and selecting the Enrollment/Withdrawal Form from the form section. Any other method of asking to withdraw will not be effective.

Geographic Area
There will be only one LMA for each division in any Nielsen-defined Designated Market Area (DMA). GM will not allow LMAs to establish in any geographic area smaller than a DMA. There is no minimum sales volume and no minimum number of dealers required for the implementation of LMA in a DMA. No dealers may be excluded if they choose to participate in an LMA.

In rare instances, where justified by unique market and geographic factors, GM may review requests for a change in the geography assigned to an LMA. Any such changes must be approved by both the Regional General Manager and the GM Director of Local Advertising and Marketing.
Combined Buick, Pontiac, GMC LMAs
Buick, Pontiac, and GMC dealers can elect to act as a combined B-P-G LMA. If a group of dealers wishes to explore the formation of a B-P-G LMA in a given DMA, all dealers in the DMA who handle any one or more of these Divisions will have the opportunity to participate. If any dealer chooses not to participate in the B-P-G LMA, that dealer may still choose to contribute to separate LMA(s) for the individual Divisions that the dealer represents. As a result, there could be up to four LMAs in the DMA servicing these line-makes.
If a dealer chooses to participate in a B-P-G LMA, the dealer must agree that funds contributed to the B-P-G LMA may be spent at the discretion of the Board of Directors on advertising for any one of the three line-makes, not just the line-makes represented by the dealership. The LMA is under no obligation to spend funds in a manner that only represents that dealer’s divisional brands.

Contributions
If a dealer chooses to participate in LMA, the LMA Contribution will appear on the vehicle invoice (Account 65A) from GM to the dealer as “LMA Group Contribution.”

Legal Review of Creative
Each LMA must retain legal counsel to review LMA advertising and promotions. The name, address, and telephone number of the attorney retained by the LMA must be provided to GM. The LMA, through its legal counsel and advertising agencies, is solely responsible for all legal review of LMA creative. GM will not review and does not undertake any legal responsibility for the content of LMA advertisements.

Amendments
GM has the right to amend the LMA component of the LAM program upon 30 days’ prior written notice to all affected participating dealers. Amendments are not effective unless they are in writing, in formal LAM Guidelines published by GM, or signed by the Director of Local Advertising and Marketing of General Motors Corporation. Upon receipt of notice from GM of a material change in LAM, affected participating dealers may withdraw from an LMA by online notification to Program Headquarters within 15 days of their dealerships’ receipt of the change. The required form can be found by accessing the gmlam.com Web site and selecting the Enrollment/Withdrawal Form from the form section. Any other method of asking to withdraw will not be effective.
CONTRIBUTIONS AND REFUNDS

LMA Dealer Contributions
When a dealer enrolls in an LMA, an equal, DMA-wide incremental LMA Contribution amount will be added to the invoice for each dealer participating in the LMA (“LMA Contributions”). The LMA Board of Directors can elect to contribute to the LMA at either:

• 1 percent of the MSRP (excluding destination charges) of each eligible vehicle invoiced to the dealer

or

• 1.25 percent of the MSRP (excluding destination charges) of each eligible vehicle invoiced to the dealer

After a dealer has made a contribution to the LMA, no individual dealer shall have any right or interest in the LMA contributions.

Automatic Contribution Refunds
For GMS deliveries, LMA Contributions only (not IMR) will be automatically refunded, subject to the limitations described below, and will not require submission of a contribution refund form. The LMA Board of Directors must contact Program Headquarters to suspend this automated process.

Deficit spending is not permitted. If the LMA is in a deficit, as reported on the Monthly Activity Report (MAR), the automatic contribution refund process will cease for GMS delivery types. Any pending contribution refunds may be suspended until there are sufficient funds to eliminate any deficit condition. Once sufficient funds are available in the LMA account, suspended refunds will either be applied to satisfy LMA obligations or will be processed to the participating dealers’ Open Accounts at GM’s discretion. A dealer’s pending contribution refunds can be viewed on the LAM Program web site under the IMR tab on a report called the LMA Contribution Refund Status Report. This report will list the VINs and dollar amounts of each dealer’s pending credits.

Additional Support
GM will also provide the following support for each LMA:

• GM will process LMA Contributions on the vehicle invoice of participating dealers.

• A LMA Program Headquarters which will provide reporting and process LMA payments for certain authorized LMA activities.

• An appropriate divisional and Goodwrench creative toolbox

  Note: The toolbox may not be identical for Turnkey LMAs and Custom In-Market LMAs (see below).

• Turnkey option support (to Turnkey LMAs)
GENERAL REQUIREMENTS

LMA Program Parameters
Effective April 1, 2008, the GM LAM Program requires every LMA to be independently incorporated. Each LMA will have control over its own advertising, as well as the ability to hire its own advertising, media planning, and purchasing agencies. Each LMA will also have the ability to develop its own custom creative executions or to modify the division’s toolbox assets within restrictions and guidelines to be established by GM. Finally, subject to the guidelines below, each LMA is authorized to plan local promotions, sponsorships, and other designated non-media activities. To accomplish these tasks, each LMA must have a President and a Treasurer to assist the LMA in making decisions and carrying out its business.

Note: The LMA must be an independent legal entity and is responsible for all LMA media, non-media, and promotional activities. GM has no legal oversight for LMA activities, and shall assume no liability for such activities.

Each LMA must submit to General Motors Program Headquarters appropriate articles of incorporation or other legal documents establishing that a separate legal entity has been formed to establish the LMA in compliance with applicable laws. Each LMA shall also submit its by-laws or other corporate governance documents to GM. These by-laws should explain organization and procedures, including membership, meeting frequency, election of directors, and authorization of expenditures, and media plans.

Note: Nothing in the Articles of Incorporation or By-laws of the LMA can contradict or change anything in the guidelines, and GM’s relationship with the LMA is governed by the guidelines alone. Each LMA should ensure that their Articles of Incorporation and By-laws are consistent with the requirements of these guidelines.

Each LMA shall also be required to retain its own legal counsel and shall provide the name, address, and telephone number of its counsel to GM. The formation of each entity shall be approved by counsel for the LMA. GM shall have the right to reject any form of corporation or business organization proposed for an LMA in its sole discretion.

Upon completion of these basic requirements, each LMA will choose either (1) the “Turnkey Pathway,” or (2) the “Custom In-market Agency Pathway,” each of which is described below.
**Turnkey Pathway**

With the Turnkey Pathway, the LMA chooses to retain the divisionally endorsed retail agency. If an LMA chooses the Turnkey Pathway, GM will collect a 5 percent administration fee as follows.

LMAs refunding less than 30 percent of gross dealer contributions as a result of GMS deliveries (based on the previous calendar year’s percent GMS) will pay a monthly 5 percent administrative fee as a percentage of gross dealer contributions to the LMA. LMAs refunding greater than or equal to 30 percent of gross dealer contributions as a result of GMS deliveries (based on the previous calendar year’s percent GMS) will pay the 5 percent administrative fee as a percentage of dealer contributions less refunds attributable to GMS deliveries.

**Example**

<table>
<thead>
<tr>
<th></th>
<th>Less than 30% GMS Deliveries</th>
<th>Greater than 30% GMS Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Collections</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>GMS Refunds</td>
<td>$10,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>Net Collections</td>
<td>$90,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>5% Admin. Fee</td>
<td>$5,000</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>(5% x $100,000)</td>
<td>(5% x $10,000)</td>
</tr>
</tbody>
</table>

This calculation will be performed at the end of each month and the administrative fee deducted accordingly.

**Note:** If a divisional LMG did not previously exist, the GMS refund percentage will be based on an average of other divisional LMG GMS refunds in the same DMA.

In return for the 5 percent administrative fee, the LMA will receive:

- Agency account coordination and meeting administration services
- Media planning and buying services
- Program Headquarters support for administration, including billing and invoicing for agency services

In addition, GM will provide to each LMA (1) vehicle invoice and billing system services, and (2) divisional toolbox creative assets

Except for the divisional toolbox creative assets, the LMA will pay the divisionally endorsed agency separately for all expenses relating to creative and production services, including but not limited to all tagging of toolbox assets or other pre-existing creative executions, voiceovers, any other modification of available divisional toolbox creative assets, or any other custom creative or production expenses. The LMA may also be required to pay for talent rights associated with the use of divisional toolbox creative assets. All trafficking and shipping expenses relating to the above are also the responsibility of the LMA.
Below are the requirements necessary for an LMA to form under the Turnkey Pathway:

• Articles of incorporation (or other appropriate compliant organizational documents) must be completed and filed with the appropriate state agency.

• The LMA must establish by-laws.

• The LMA must elect a Board of Directors and designate a President and Treasurer (must be Dealer Operators or Executive Managers of a participating dealership).

• It is strongly recommended that the LMA consider the following types of insurance:
  – Sufficient directors’ and officers’ liability insurance
  – Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability with limits of at least $5,000,000 each occurrence
  – Business Automobile Liability covering all owned, hired, and non-owned vehicles – not less than $5,000,000 each occurrence, including all statutory coverages for all states of operation
  – Workers Compensation – statutory limits for all states of operation (if the LMA has employees)
  – Employers Liability – not less than $1,000,000 each employee for bodily injury by accident and not less than $1,000,000 each employee for bodily injury by disease (if the LMA has employees)

• Commercial General Liability Coverage, including coverage for non-owned vehicles and advertiser’s liability in the amount specified is required. Other types of coverage may be appropriate. Each LMA should consult with its own insurance specialist to determine what is appropriate based on their planned activities.

• The LMA must retain and identify legal counsel to help with incorporation, by-laws, and legal compliance in relation to its advertising, marketing and promotional activities.

The President must register all of the above online with Program Headquarters. To help assist the process, the gmlam.com Web site will provide suggested templates for the articles of incorporation and by-laws, which then can be modified accordingly by the LMA’s legal counsel. Because different LMAs may have different objectives and business strategies, and because legal requirements are different locally, it remains the responsibility of the LMA and its own legal counsel to ensure that these documents are (1) appropriate to properly organize and protect the LMA and its members, (2) in compliance with all applicable laws and regulations, and (3) consistent with these LMA
guidelines. Each LMA must also enter into an agreement with the divisionally selected advertising agency to cover agency services paid for by the LMA, with a term of at least six (6) months, with a sixty (60) day notice of termination after the expiration of the initial six (6) month term.

Custom In-market Agency Pathway

With the Custom In-market Agency Pathway, the LMA chooses to hire any retail advertising agency or agencies to handle all account coordination, creative, production, and media activities.

The LMA will also be required to retain a Certified Public Accountant (CPA) that is to handle all financial reporting, invoice payments, and accounting. Program Headquarters will facilitate funds transfers. The LMA pays for all agency services of any kind, including account coordination, meeting support, media planning, media buying, creative, production, and administrative expenses.

In addition, GM will provide to each LMA (1) vehicle invoice and billing system services, and (2) divisional toolbox creative assets. The LMA may be required to pay for talent rights associated with the use of divisional toolbox creative assets. A Custom In-Market LMA may have higher talent costs than a Turnkey LMA.

Below are the requirements necessary for an LMA to form under the Custom In-market Agency Pathway:

• Articles of incorporation (or other appropriate compliant organizational documents) must be completed and filed with the appropriate state agency.

• The LMA must establish by-laws.

• The LMA must elect a Board of Directors and designate a President and Treasurer (must be Dealer Operators or Executive Managers of a participating dealership).

• It is strongly recommended that the LMA consider the following types of insurance:
  – Sufficient directors’ and officers’ liability insurance
  – Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability with limits of at least $5,000,000 each occurrence
  – Business Automobile Liability covering all owned, hired, and non-owned vehicles – not less than $5,000,000 each occurrence, including all statutory coverages for all states of operation
– Workers Compensation – statutory limits for all states of operation (if the LMA has employees)
– Employers Liability – not less than $1,000,000 each employee for bodily injury by accident and not less than $1,000,000 each employee for bodily injury by disease (if the LMA has employees)
• Commercial General Liability Coverage, including coverage for non-owned vehicles and advertiser’s liability in the amount specified is required. Other types of coverage may be appropriate. Each LMA should consult with its own insurance specialist to determine what is appropriate based on their planned activities.
• The LMA must retain and identify legal counsel to help with incorporation, by-laws, and legal compliance in relation to its advertising, marketing and promotional activities;
• The LMA must retain and identify its agency(s) for advertising, as well as media buying and planning;
• The LMA must retain and identify to GM a CPA firm; and
• The LMA must establish a bank account with electronic funds transfer capability

The President must register all of the above online with Program Headquarters. To help assist the process, the gmlam.com Web site will provide suggested templates for the articles of incorporation and by-laws, which then can be modified accordingly by the LMA’s legal counsel. Because different LMAs may have different objectives and business strategies, and because legal requirements are different locally, it remains the responsibility of the LMA and its own legal counsel to ensure that these documents are (1) appropriate to properly organize and protect the LMA and its members, (2) in compliance with all applicable laws and regulations, and (3) consistent with these LMA guidelines.

Program Management
For both the Turnkey and Custom In-market Agency Pathways, the Advertising Checking Bureau (ACB) will manage LMA Contributions. For Turnkey LMAs, ACB will also process all invoicing for payment. Custom In-market Agency LMAs will have ACB facilitate funds transfers based on invoicing, with payment and accounting responsibilities handled by the LMA with assistance from the retained CPA firm. Deficit spending is not permitted; ACB cannot process LMA invoices that exceed available funds. Under either pathway, it is the sole responsibility of the LMA and its Treasurer to ensure that there is no deficit spending and that the LMA can continuously meet all of its obligations.
Invoice Reimbursement Process

It is the agency’s responsibility to process billing with Program Headquarters in a timely manner to ensure that timely payments are met. No invoices will be paid until Program Headquarters receives adequate LMA funds from BARs. Cutoff is the 20th of each month to receive payment by the 28th of the following month (or the ensuing business day).

**Note:** Funds to pay for LMA activities cannot be released from the LMA account until sufficient contributions exist to cover all pending expenses. It is recommend that there be no disbursements until dealer contributions have been underway for at least thirty (30) days.

If the default Turnkey option is selected, 5 percent of the dealer contributions will immediately be debited from the account to pay the 5 percent administration fee. Refunds attributable to GMS deliveries will not be paid until the LMA has paid the 5 percent administration fee. After payment of the 5 percent fee and the applicable refunds, the remaining funds will be available to the LMA to cover vendor invoices that were uploaded to Program Headquarters via the online submission tool. These vendor invoices will be paid on a first-in, first-out basis. It is the LMA’s responsibility to ensure that invoices are submitted in order of importance and that the LMA has sufficient funds to meet its obligations.

**Note:** Media credits are to be captured in future billings to offset the original invoice amount. These media credits must be submitted using the same process as debit invoices.

Fund Balances during Transition

LMGs that are in existence prior to April 1, 2008, must spend down LMG fund balances through the 2008 calendar year until depleted. All funds must be spent prior to December 31, 2008. If an LMG fund is not spent in a timely manner, GM Match funds will be forfeited and GM reserves the right to spend the remaining money itself, at its sole discretion, on marketing and advertising activities in the relevant DMA. LMG funds cannot be rolled into the new LMA’s account. An LMA cannot start spending on marketing activity until all LMG funds are depleted. Neither LMG nor LMA contributions can be transferred to individual dealers’ open accounts. An LMA can start contributions on April 1, 2008, providing that the LMG was not in deficit. If the LMG is in deficit, LMG Dealer Contributions (with associated GM Match) will continue until the deficit is rectified. Only upon GM regional assurance that the LMG is out of deficit will an LMA be permitted to begin contributions. An LMA in a DMA with an existing GM Goodwrench LMG cannot start spending on parts, service, and accessories marketing activity until all Goodwrench LMG funds are depleted.

**Note:** The 50 percent IMR GM Match associated with LMA participation only begins upon start of LMA collections.
ADMINISTRATION

LMA Board of Directors
The participating dealers in each LMA must select an LMA Board of Directors as defined in the LMA by-laws.

The LMA Board of Directors must be authorized to make decisions and speak on behalf of the individual participating dealers in the DMA as to all matters relating to the LMA. This includes, but is not limited to, the authority to authorize media and non-media expenditures as described in these guidelines. LMA Board of Directors members are accountable for all decisions relating to LMA expenditures. The LMA President, upon agreement of the Board of Directors and in accordance with the LMA by-laws, may elect to change the percentage at which member dealers make contributions to the LMA. The LMA by-Laws must support these requirements.

Board of Directors Composition
The number of members serving on the LMA Board of Directors shall be set as outlined by the LMA by-laws. Generally, the LMA Board of Directors should have at least a President and Treasurer (must be Dealer Operators or Executive Managers of participating dealerships as specified in Paragraph Three of the Dealer Sales and Service Agreement).

Each member of the LMA Board of Directors must be a Dealer Operator, Executive Manager, or dealer-designated General Manager of a participating dealership in the DMA that is authorized to sell and service LMA division vehicles.

The process for election and the term of the LMA Board of Directors members will be established and documented in the by-laws and communicated to Program Headquarters prior to the initiation of contributions.

The LMA Board of Directors will notify Program Headquarters through e-mail (gm@acbcoop.com) of any change in the LMA by-Laws, the composition of the LMA Board of Directors, or the process by which they are selected.

Election of President and Treasurer
Each LMA Board of Directors shall elect a President and a Treasurer, each of whom shall be authorized to approve all media and non-media expense permitted under these guidelines on behalf of the LMA. The President and the Treasurer shall each be a member of the Board of Directors for the LMA, as well as a Dealer Operator or Executive Manager of a participating dealership.
Record Keeping
The LMA Board of Directors will keep records documenting all forecasts and expenditures and will make them available to participating dealers upon request. Sufficient records will be maintained to document any goods or services received in return for any LMA expenditure, as well as the disposition of the goods or services. Upon the request of any participating dealer, all records of LMA contributions, revenue, and expenditures will be made available for inspection. In the case of an LMA choosing the Custom In-market Agency Pathway, these expenditures and all LMA accounting shall be audited and certified annually by the CPA firm retained by the LMA.

Authority
The LMA Board of Directors will also have the authority to decide on the media expenses, creative and production expenses, and authorized non-media expenses the LMA will incur.

The LMA Board of Directors will not have the authority to terminate the LMA program in the DMA. Only GM or an individual dealer can terminate participation in the LMA program.

Note: LMA account activity is Web-based and available to Officers, participating dealers, Agencies of Record (AOR), and appropriate GM divisional personnel via the LAM Web site.

Should a LMA President elect to withdraw from the LMA program, the LMA continues to operate under the authority of the LMA Board of Directors. It is the responsibility of the LMA to elect a new President as outlined in the LMA by-laws.

Approved Media Expenditures
Currently approved media expenditures consist of Internet advertising, TV, radio, print (including newspaper, freestanding inserts, and magazines), direct mail, outdoor, and digital marketing. The LMA Board of Directors will approve all media plans and LMA media purchases. The LMA must maintain and document an expense authorization process. The Board of Directors will have access to all LMA account information on the LAM Web site.

Approved Non-Media Expenditures
Funds Available
Up to 20 percent of net Annual LMA Contributions for each calendar year may be used to fund the authorized non-media expenditures listed below. Each group should assess its media share of voice. Groups are encouraged to spend program funds on non-media expenditures only when substantial media levels are being obtained.
Unused Funds
Unused resources that could have been available for non-media purposes in any current year will not be available for non-media purposes in succeeding years. These resources will be available for media spending in succeeding years.

Sponsorships and Events
Requirements
Preapproval
All sponsorships paid for with LMA funds must be approved in writing by the Board of Directors, and must inure to the benefit of all LMA members on a fair and equitable basis.

Eligible Activities
• Auto shows
• Sports sponsorships
• Test-drive events
• Motorsports sponsorships
• Clinics and sweepstakes
• Golf tournament sponsorships
• Hospitality that is part of an event sponsorship
• Fair and festival sponsorships
• Tent sales
• Enthusiast, lifestyle, and diversity event sponsorships
• Sponsorships or other promotional activities at venues such as malls, concerts, zoos, or other high-traffic locations

Unauthorized Activities
Any activity not listed above is not an authorized Non-Media expense. Here are some examples of unauthorized activities:
• Consumer purchase incentives or discounts
• Dealer salesperson incentives
• Dealer hospitality that is not part of an event sponsorship
• Dealer travel
• Any offers that generate dealership income
• Charitable contributions

Third-Party Assets
All assets received from a third party under an LMA agreement must equitably benefit all dealers in the LMA.
Contracts

Between LMA and Promoter
Because LMAs are legal entities, all necessary promotional agreements (or sweepstakes agreements, if applicable) for sponsorships or events will be signed by the LMA authorized designate as defined by the by-laws.

Personal Services Agreements
An LMA may release funds to enter into a Personal Services Agreement with a local celebrity or spokesperson. The LMA must pay any expenses associated with the activation of such a relationship, including but not limited to any obligations arising under any union agreement or applicable laws or contracts.

Legal and Financial Review
The LMA Board of Directors, through retained legal counsel, is responsible for legal review of all contracts. If the sponsorship includes a sweepstakes or contest, the LMA-designated legal counsel must approve the sweepstakes or contest, and the promoter, vendor, or co-sponsor must be familiar with, and willing to comply with, all applicable regulations pertaining to administration of the sweepstakes or contest.

Courtesy/Display Vehicles
GM, at its discretion, may provide vehicles for static display or promoter use at an LMA-sponsored activity under a separate, independent region-funded or division-funded contract. All assets received in return for the loan will be used for the benefit of GM or for all GM dealers. Displays will not identify individual dealers. If the vehicles are redistributed after the event, GM will redistribute them to all dealers based on fair and equitable distribution practices. Such vehicles must be covered at all times by adequate liability and property insurance provided by the LMA or its dealers.

LMA-Provided Promotional Vehicles
Subject to LMA legal counsel review, an LMA may provide dealer-owned vehicles for static display, courtesy transportation, and/or promoter use under an LMA-funded contract. All reimbursements for expenses or allowances (see below) for such LMA-provided vehicles will be included in the 20 percent non-media spending limit. Such vehicles must be covered at all times by adequate liability and property insurance provided by the LMA or its dealers.

Expense Reimbursement
The LMA may reimburse any dealer supplying vehicles for the actual out-of-pocket costs for procuring insurance for the vehicle(s), as well as a fair-market-value-based allowance for the use or display of the vehicles.
Rules for LMA Management Expenses

Expenditure Limit
No more than 5 percent of the net Annual LMA Contributions may be spent on LMA management expenses. These expenses must be directly related to LMA business (as opposed to individual dealer expenses).

Cap and Unused Funds
LMA management expenses incurred also count toward the 20 percent non-media expense cap for the calendar year. Unused resources that could have been available for LMA management expenses in any current year will not be available for LMA management expenses in the succeeding year(s).

Allowable Expenses
Management fund expenses must be authorized by the LMA Board of Directors, or the President or Treasurer as specified in the by-Laws. Allowable expenses are:

• Regularly scheduled, locally held LMA business meetings — including meeting room, food and beverage, and meeting expenses (e.g., AV equipment).

• Annual business meeting — for all LMA Dealer Operators or Executive Managers, including travel, hotel and meeting rooms, food and non-alcoholic beverage, meeting expenses, reception, presentation preparation, speakers, entertainment, and team-building activities.

• Professional services — including auditing, insurance, legal, or consulting fees.

Excluded Expenses
The following expenses may not be charged to the LMA management fund:

• Gifts
• Non-LMA travel
• Compensation of Board of Directors members
• Charitable contributions
• Individual dealer expenses not mentioned above
• Consumer incentives
• Dealership employee incentives

Note: Budget Tracking — Non-media expenditures will be posted on the LAM Web site to assist the LMA in tracking its non-media expenditures versus budgets, including the management expenses.
Terminations, Withdrawals, and Disbandment

Termination of Dealer Sales and Service Agreement

LMA Contributions
Upon any termination of a Dealer Sales and Service Agreement, the dealer’s previous LMA contributions will remain in the LMA. Dealers will not receive a refund.

GM Repurchase of Vehicles
When GM repurchases a new vehicle from dealer inventory, GM will credit the dealer for the original LMA contribution and debit the applicable amount from the available funds.

GM Termination of LMA
Right to Terminate
GM has the right to terminate or cancel any LMA or the entire LMA component of the LAM program at any time, for any reason, upon 30 days’ prior written notice to all affected dealers.

Remaining Contributions
If the LMA in a given DMA is terminated by GM, any remaining LMA Contributions will be spent on media in accordance with LMA Guidelines.

Individual Dealer Withdrawals from LMA
How to Withdraw
Except during the first 12 months of enrollment, a dealer may withdraw from the LMA by submitting 30 days’ prior online notification. The required form can be found by accessing the gmlam.com Web site and selecting the Enrollment/Withdrawal Form from the form section. The online withdrawal will take 30 days to process. Any other method of asking to withdraw will not be effective.

Remaining Funds
If a GM dealer discontinues its participation in LMA, the dealer’s remaining contributions to an LMA will remain in the LMA. There will be no refund to the dealer. In addition, dealer contributions may continue beyond the thirty (30) day period if necessary to meet LMA obligations incurred while the dealer was still contributing to the LMA.

Note: Re-enrollment in LMA is an option at any time, subject to a minimum 12-month commitment.
Disbandment of LMA by Dealers

How to Terminate
In any market, when a substantial amount of the enrolled dealership volume elects not to continue participation in an LMA for a particular division, each dealer is required to provide Program Headquarters 30 days’ prior online withdrawal notification. The required form can be found by accessing the gmlam.com Web site and selecting the Enrollment/Withdrawal Form from the online form section. Immediately following receipt of the 30 days’ online notification, a thorough assessment of media/non-media commitments will be undertaken by the:

1. Creative agency
2. Media buying and planning
3. Events and promotions agency(s)
4. LMA Board of Directors
5. GM Zone Manager

It is the LMA Board of Directors’ responsibility to ensure sufficient funds have been contributed to ensure that all financial commitments can be satisfied. If resources are insufficient to satisfy all LMA commitments, GM may continue contributions for any or all dealers who had previously participated in the LMA until sufficient resources exist to meet outstanding LMA obligations.

Cessation of Contributions
Dealer contributions to LMA will cease, as applicable, approximately 30 days after GM has determined that sufficient LMA funds exist to meet all LMA commitments (media and non-media).

Remaining Funds
Deficit spending is not permissible. It is expected that funds available in the LMA will be utilized for eligible LMA expenses until they are practically exhausted. There will be no refund to the dealer open account.