

**THIS IS NOT A PUBLIC CONTEST. THIS CONTEST IS OPEN ONLY TO AUTHORIZED DEALERSHIPS IN CANADA.**

**1. ELIGIBILITY TO PARTICIPATE (DEALERS):**

The 2023 Camaro For Kids Contest (the “**Contest**”) is sponsored by General Motors of Canada Company (the “**Sponsor**”) and is open only to Camaro-franchised dealerships in Canada who are authorized to sell new Chevrolet Camaro vehicles on their vehicle addendum (each, a “**Dealer**” and collectively, the “**Dealers**”). All determinations as to whether or not a Dealer is eligible to participate in the Contest will be made by the Sponsor in its sole and absolute discretion.

**2. AUTHORIZED REPRESENTATIVE:**

For the purposes of participating in this Contest (including, but not limited to, agreeing to be legally bound by these Official Contest Terms and Conditions (the “**Official Terms**”) and signing all required documentation), each Dealer must designate one (1) authorized representative (each, an “**Authorized Representative**”) who must: (i) be a resident of Canada; (ii) have reached the legal age of majority in their province/territory of residence at the time of participation; and (iii) have the authority to legally bind the Dealer – including, but not limited to, legally binding the Dealer to these Official Terms and any other required documentation. FOR GREATER CERTAINTY AND THE AVOIDANCE OF ANY DOUBT, THE AUTHORIZED REPRESENTATIVE IS NOT THE PARTICIPANT IN THIS CONTEST AND HAS NO RIGHTS WHATSOEVER TO CLAIM THE PRIZE. THE PARTICIPANT IN THIS CONTEST IS THE DEALER.

**3. VERIFICATION:**

The Sponsor reserves the right, in its sole and absolute discretion, to require proof (in a form and substance acceptable to the Sponsor): (i) for the purposes of verifying that a Dealer meets the eligibility requirements set-forth in these Official Terms; (ii) for the purposes of verifying that the Authorized Representative of a Dealer meets the eligibility requirements set-forth in these Official Terms and is, in fact, a duly authorized representative of the Dealer with the authority to legally bind the Dealer; (iii) for the purposes of verifying the eligibility and/or legitimacy of any information for the purposes of this Contest; and/or (iv) for any other reason or reasons that the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Official Terms. Failure to provide any such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO TAKE WHATEVER MEASURES OR ACTIONS IT DEEMS NECESSARY TO HELP ENSURE THAT THE CONTEST IS ADMINISTERED IN ACCORDANCE WITH THE SPONSOR’S INTERPRETATION OF THE LETTER AND SPIRIT OF THESE OFFICIAL TERMS.

**4. KEY DATES:**

The Contest begins on November 23, 2023 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on December 7, 2023 at 11:59:59 p.m. ET (the “**Contest Period**”).

**5. HOW TO EARN BALLOTS:**

For the purposes of this Contest, a Dealer can earn ballots (each, a “**Ballot**” and collectively the “**Ballots**”) as follows:

- a) **Online Donation to Durham Children’s Aid Foundation:** During the Contest Period, the Authorized Representative of a Dealer can visit <https://durhamcaf.ca/events/camaro-for-kids/> and follow the on-screen instructions to complete an online donation on behalf of the Dealer to Durham Children’s Aid Foundation (the “**Charity**”). For every \$250 CAD in total donations made by the Dealer during the Contest Period, the Dealer will receive one (1) Ballot. By way of example only, if the total amount of donations made by a Dealer during the Contest Period is \$1,000 CAD – then the Dealer will receive four (4) Ballots. At the end of the Contest Period, the Charity will inform the Sponsor as to the number of Ballots earned by each Dealer during the Contest Period.
- b) **No Donation Necessary:** To obtain a Ballot without making a donation to the Charity, the Authorized Representative of a Dealer must print their first name, last name, telephone number, email address, Dealer’s name and complete mailing address (including postal code) on a plain white piece of paper, along with a fifty (50) word or more unique and original sentence on the importance of supporting charitable causes, and mail it (in an envelope with sufficient Canadian postage) to: 500 Wentworth Street West; Oshawa, ON L1J 0C5 (each a “**Request**”). Upon receipt of a valid Request in accordance with these Official Terms, the Dealer will receive one (1) Ballot. There is no limit on the number of Requests that a Dealer may make, provided that each such Request must be received separately in an envelope bearing sufficient Canadian postage and contain a unique and original sentence on the importance of supporting charitable causes. To be eligible, any Request submitted must be received prior to the Draw Date (as defined below in Rule 7). The Sponsor, its parent companies, subsidiaries, associated and affiliated entities, suppliers, advertising/promotion agencies and all other individuals and entities involved in the development, production, administration or fulfillment of the Contest, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void).

**6. PRIZE:**

There will be a one (1) prize (the “**Prize**”) available to be won consisting of the opportunity for the confirmed winning Dealer to purchase a 2024 Camaro ZL1 Collector Edition Model Code 1AL37 1SE (the “**Camaro**”). There is no retail value to the Prize. The cost to purchase the Camaro will be regular dealer invoice pricing (\$103,301 CAD) (inclusive of options, freight, and A/C tax) – plus applicable fees and taxes. The opportunity to purchase the Camaro is not transferrable or assignable. No substitutions are permitted, except at Sponsor’s option. All characteristics and features of the Camaro, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. For the avoidance of any doubt, the Prize is the opportunity to purchase the Camaro, not the Camaro itself.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winning Dealer understands and acknowledges it may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Prize (or Camaro, if purchased) fail to be fit for its purpose or is in any way unsatisfactory.

**7. ELIGIBLE WINNER SELECTION PROCESS:**

On December 8, 2023 in Oshawa, ON at approximately 11:00 a.m. ET (the “**Draw Date**”), one (1) eligible winning Dealer will be selected by random draw from among all eligible Ballots earned in accordance with these Official Terms. The odds of winning depend on the number of eligible Ballots earned in accordance with these Official Terms.

#### **8. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the Authorized Representative of the eligible winning Dealer within two (2) business day of the Draw Date. If the Authorized Representative of the eligible winning Dealer cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then the Dealer may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winning Dealer for the Prize from among the remaining eligible Ballots submitted and received in accordance with these Official Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible winning Dealer).

#### **9. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO DEALER IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE DEALER AS A WINNER IN ACCORDANCE WITH THESE OFFICIAL TERMS. BEFORE BEING DECLARED AS THE CONFIRMED WINNING DEALER, the Authorized Representative of the eligible winning Dealer will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by e-mail or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); (b) sign and return in electronic format within two (2) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Official Terms; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; (iv) agrees to indemnify the Sponsor and all of the other Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from participating in the Contest; and (v) agrees to the publication, reproduction and/or other use of the Dealer’s name, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet.

If: (i) the Authorized Representative of the eligible winning Dealer fails to correctly answer the skill-testing question and/or fails to return the properly executed Contest documents within the specified time; and/or (ii) if the eligible winning Dealer cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason and/or is determined to be in violation of these Official Terms (all as determined by the Sponsor in its sole and absolute discretion); then the Dealer will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winning Dealer for the Prize from among the remaining eligible Ballots submitted and received in accordance with these Official Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible winning Dealer).

#### **10. GENERAL TERMS:**

ANY INDIVIDUAL OR ENTITY DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, but not limited to, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to any participant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or an eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, withdraw, amend or suspend this Contest (or to amend these Official Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Terms, including, but not limited to, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Official Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By participating in this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Official Terms, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any information with these Official Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Terms, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Terms and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Official Terms (if available) and/or any instructions or interpretations of these Official Terms given by any representative of the Sponsor, the terms and conditions of these English Official Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Official Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any Dealer or Authorized Representative (or any individual or entity purporting to be a Dealer or Authorized Representative) or any other individual or entity has attempted to use multiple names, multiple identities, any automated, macro, script, robotic or other system(s) or contest(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Official Terms to enter or otherwise participate in or to disrupt this Contest; then it may result, in the sole and absolute discretion of the Sponsor, in the disqualification of the Dealer from the Contest.

To the fullest extent permitted by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. To the fullest extent permitted by law, the parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Terms or relating to this Contest.