

General Motors LLC X Create & Cultivate Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION IN THE SWEEPSTAKES IS RESTRICTED TO INDIVIDUALS, TWENTY-FIVE (25) YEARS OF AGE OR OLDER AT TIME OF ENTRY AND POSSESS A VALID U.S. DRIVER'S LICENSE.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM, TWITTER, LinkedIn, OR ANY OTHER SOCIAL MEDIA PLATFORM ("SOCIAL MEDIA PLATFORM"). YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR, AND NOT TO THE SOCIAL MEDIA PLATFORM WHERE YOU MAY HAVE LEARNED ABOUT THIS PROMOTION.

I. SWEEPSTAKES PERIOD: The "GM X Create & Cultivate Sweepstakes" (the "Sweepstakes" or "Promotion") begins December 16, 2020, at 12:00:01 AM Pacific Time ("PT") and ends January 10, 2021, at 11:59:59 PM PT (the "Sweepstakes Entry Period"). The computer clock of Sponsor's web-master is the official timekeeping device of the Sweepstakes.

II. ELIGIBILITY: The Sweepstakes is open only to permanent legal residents of the 50 United States or the District of Columbia, (void in Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are physically located and residing therein, who on the date of entry are twenty-five (25) years of age or older and possess a valid U.S. driver's license. Officers, directors and employees of Create & Cultivate LLC ("Sponsor") or General Motors LLC ("GM") and each of their respective parent companies, divisions, subsidiaries and affiliates, and each of their respective agents, advertising, promotional and judging agencies of each of the foregoing, and any other entity or persons that develops, produces or distributes materials for or related to this Sweepstakes (collectively, "the Released Entities"), and members of the immediate families (defined for these purposes as including spouse, parents, grandparents, children, grandchildren, siblings, and each of their respective spouse) or households (whether related or not) of any of the above, are **NOT** eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

III. HOW TO ENTER THE SWEEPSTAKES: An eligible participant entering this Promotion shall be deemed a Participant ("Participant" or "you"). Entry does not require a purchase of any kind. You are invited to visit Create & Cultivates X GM Sweepstakes landing page at <http://www.createcultivate.com/> (the "Website") and follow the prompts to register a complete name, address, telephone number (to be used for winner contact only), e-mail address and date of birth. Upon completion of the registration, you automatically receive one (1) entry into the Sweepstakes drawing. Website's server must receive all entries by 11:59 PM PT on January 10, 2021. **Limit one entry per person, per household mailing address.** By registering, and

clicking on the “Enter Sweepstakes” button, you certify that you acknowledge and are in compliance with these Official Rules, including all eligibility requirements. By entering, you also acknowledge compliance with the Terms and Conditions of the Sponsor’s Website at <http://www.createcultivate.com/>. Sponsor reserves the right to disqualify any entry that it determines, in its sole discretion, has violated any provision of these Official Rules as applicable, and its decision in this regard is final. Proof that you entered the Sweepstakes online does not constitute evidence that we actually received it by the appropriate deadline. Incomplete entries are void. All entries and information become the property of the Sponsor and GM, and will not be acknowledged or returned.

IV. WINNERS DRAWING, NOTIFICATION AND ODDS: One (1) potential Grand Prize Winner (“Grand Prize Winner”) will be chosen by a random drawing on or about January 11, 2021, from all eligible entries received during the Sweepstakes entry period, by the Sweepstakes Administrator, whose decisions are final and binding on all matters relating to the drawings. The potential Grand Prize Winner will be notified by phone or e-mail. If a potential winner cannot be contacted, the Prize will be forfeited and an alternate winner will be selected. Reasons for any Prize forfeited and an alternate winner selected at random from the remaining eligible entries are as follows: (i) if a potential winner cannot be reached within three (3) days from initial notification attempt; (ii) if Prize is returned as non-deliverable; (iii) and in the event of non-compliance with any of the requirements of these Official Rules. Odds of winning will depend upon the number of eligible entries received during the Sweepstakes Entry Period. Winners may be featured on either or both of the Sponsor or GM Websites, and their respective social media pages.

V. TICKET AND GRAND PRIZE (“Prize”)

One (1) Grand Prize Winner will receive:

- Two (2) night stay at a private rental home in Joshua Tree, California; check-in Friday, March 26, 2021, check-out Sunday, March 28, 2021
- Three (3) day car rental in a Chevrolet, Friday, March 26, 2021 through Sunday, March 28, 2021
- One (1) prepaid gift card to cover gas and expenses in the amount of Seven Hundred (\$700.00) Dollars
- One (1) Welcome Kit
- Total Approximate Retail Value (“ARV”) of the Grand Prize is Three Thousand One Hundred Fifty (\$3,150.00) Dollars

VI. GENERAL PRIZE TERMS AND CONDITIONS: The Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. The value of the Prize awarded to a Grand Prize Winner will be reported for tax purposes as required by law. The Grand Prize Winner will be solely responsible for all income, federal, state and/or local taxes, and for any other fees or costs associated with the Prize they receive. A Grand Prize Winner receiving a Prize valued over \$600.00 will be required to sign the Affidavit of Eligibility and Liability/Publicity (collectively, the “Prize Acceptance Release”), and return it within three (3) business days of written notification or the Prize may be forfeited and an alternate potential winner selected, time-permitting, where legal. Grand Prize Winner will be required to send a copy of their driver’s license as proof of age. Grand Prize Winner will be required to provide Sponsor with a valid social security number before a Prize will be awarded for tax

reporting purposes. An IRS Form 1099 will be issued in the name of a Grand Prize Winner. Non-compliance shall result in disqualification and award of the Prize to an alternate winner. If the potential Grand Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Grand Prize Winner cannot attend or participate in any portion of the Prize, or if the potential Grand Prize Winner declines a Prize for any reason prior to award, such potential Grand Prize Winner may be disqualified, even if the disqualified potential Grand Prize Winner's name may have been shown/announced online, and an alternate winner will be selected, at the discretion of the Sponsor.

The Grand Prize Winner's acceptance of a Prize constitutes permission and signifies winner's agreement and consent (except where prohibited) that the Sponsor and/or GM may use the winner's name, photograph, city, state, likeness, statements, biographical information, voice and/or Prize information for any and all public relations, advertising and/or promotional purposes as determined by the Sponsor and/or GM, in all forms of media and by all manners (now and hereafter known), worldwide, including the Internet, in perpetuity, without notice, consent, review or approval or further compensation, except where prohibited by law.

No portion of the Grand Prize is transferable. There are no substitutions unless specified or approved by the Sponsor. Prize details and availability are subject to change, and in the event that the Sponsor is unable to provide the winner with the prize won, the Sponsor may elect, at its sole and absolute discretion, to provide the winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. The stated ARV of the Prize is based on available information provided to Sponsor at the time these Official Rules were drafted (and any difference in ARV at the time of awarding will not be awarded). The Released Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winners. Unclaimed prizes will be forfeited. A properly claimed prize will be awarded subject to these Official Rules. The Sponsor and other Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in the Sweepstakes.

VII. PRIVACY AND OPT-IN: Any personal information supplied by you to the Sponsor or to GM will be subject to each of their respective privacy policies posted at <http://createcultivate.com/privacy-policy> and www.gm.com/privacy for the Sponsor and for GM. By entering the Sweepstakes, you grant the Sponsor and GM permission to share your e-mail address and any other personally identifiable information with the Released Entities for the purpose of administration, and Prize fulfillment. You will also have the opportunity to authorize the Sponsor and/or GM to send you e-mails about their products and services. Provided phone number will be used for winner contact only. You may opt out of receiving future e-mails from the Sponsor or GM, by clicking on the link contained in any e-mail from that party. You will remain eligible for this Promotion whether or not you opt out of receiving promotional e-mails from either the Sponsor or GM and neither one will sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the respective privacy policies.

VIII. TRIP PRIZE PACKAGE CONDITIONS: The Grand Prize includes travel. It is subject to the terms and conditions set forth in the Contest, and those set forth by the Sponsor's travel agent of choice. While

prize suppliers will make every effort to confirm reservations as requested, operational and/or market conditions may prevent them from doing so on the requested dates. Travel tickets and accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. A Grand Prize awarded consisting of products/services for the winner and their travel companion(s), requires that the Grand Prize be redeemed together. Travel restrictions, conditions and limitations may apply. All expenses not specifically identified by the travel agent or not included as part of the Grand Prize, are solely the winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation not specified, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges and any other incidental costs or expenses not identified in the Grand Prize. The winner may be required to provide a credit card prior to, or at time of rental car pick-up. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the winner. Grand Prize Winner is also responsible for obtaining travel insurance, and all other forms of insurance at the Grand Prize Winner's option and hereby acknowledge that the Sponsor has not and will not obtain or provide any other types of insurance. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the supplier of accommodations, venue operators, transportation companies, prize providers or any other persons providing any prize-related services. Neither Sponsor nor GM is liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refunds or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel companion(s) of Grand Prize Winner must be at least eighteen (18) years of age as of the date of departure. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Grand Prize Winner and travel companion(s) must execute liability/publicity releases prior to issuance of travel documents. If the Grand Prize Winner becomes disabled or cannot otherwise fully enjoy the Vacation Prize due to illness, Sponsor shall have the option of: (a) being relieved of liability for fulfillment of the prize award; or (b) at Sponsor's sole and absolute discretion, extend the period during which the prize may be awarded for a period equal to the duration of the Grand Prize Winner's disability or illness, in which case certain prize components may not be available. The Grand Prize Winner must prove such disability by a doctor's certificate, and Sponsor may require such certificate to be endorsed by another physician agreeable to Sponsor and Grand Prize Winner at Sponsor's expense. The Grand Prize travel must take place March 26, 2021 through March 28, 2021 or prize will be forfeited. Any monetary difference between the stated Grand Prize value and the actual Vacation Prize scheduled with the Sponsor's travel agent will not be awarded

IX. ENTRY ERRORS/TAMPERING: Sponsor is not responsible for: (i) electronic or digital transmissions or any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, postage-due or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to Participants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness,

integrity or proper conduct of this Sweepstakes; (iv) any entries submitted in a manner that is not expressly allowed under these rules; (v) incorrect or inaccurate entry information whether caused by participants or by any of the equipment or programming associated with or utilized in the Sweepstakes, (vi) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of Prize/Prize winners; or (vii) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks). If for any reason the Sweepstakes cannot be executed as planned, including but not limited to transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sponsor that corrupts or affects the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to cancel, modify or terminate the Sweepstakes and reserves the right, but shall not be obligated, to randomly select the winners from among all non-suspect entries received as of the date/time of such termination/cancellation or modification. The Sponsor reserves the right to investigate multiple shipments of Prizes to any single address. The Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. Any Participant determined to be involved in such prohibited activity will not be eligible to receive a Prize in this Sweepstakes.

X. RELEASES: All Participants, as a condition of participation in this Sweepstakes, agree to indemnify, release and hold harmless the Released Entities from any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) participating in any aspect of the Sweepstakes; or (b) the receipt, ownership, possession, use or misuse of any Prize awarded.

XI. DISPUTE RESOLUTION: Except where prohibited, each Participant agrees that this Sweepstakes shall be governed by and construed in accordance with, the laws of the state of Michigan without giving effect to its or any other state's choice of law or conflict of law statutes, regulations or rules. Participants agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Sweepstakes shall be resolved, upon the election by either the Participant, Sponsor or GM (each a "Party") by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the

Participant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER PARTICIPANT, SPONSOR, GM NOR WEBSITE HOST WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless the Participant, Sponsor and GM agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between the Sponsor and/or GM and Participant, alone and the arbitrator's authority to make awards is limited to awards to the Sponsor and/or GM and the Participant alone. Furthermore, claims brought by either Party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all Parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim.

No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either Party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entirety of this arbitration provision (other than this sentence and the paragraph below) shall be null and void.

If arbitration is not used to resolve a Claim, PARTICIPANT AGREES THAT THERE WILL NOT BE A JURY TRIAL. PARTICIPANT, SPONSOR AND GM EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE SWEEPSTAKES IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT. Participant agrees that this Sweepstakes shall be subject to and governed by the laws of the State of Michigan, without giving any effect to the principals of conflicts of law, and the forum for any dispute shall be in Grand Rapids, Michigan.

XIII. SPONSOR and SWEEPSTAKES ADMINISTRATOR: Create & Cultivate LLC, 1201 N. Main Street, Los Angeles, CA 90012.

XIV. GM: 30930 Russell Ranch Road, Westlake Village, CA 91362