

**PONTIAC 365 DOWNLOAD CERTIFICATE OFFER
SPECIAL OFFER TERMS AND CONDITIONS**

Eligibility: Pontiac 365 Download Certificate Offer (the "Special Offer") is open to legal residents of the fifty (50) United States (including D.C.), 18 years or older and at least the age of majority in their jurisdiction of residence. Offer valid while supplies last or until 12/31/06. Offer is nontransferable, nonnegotiable and not redeemable for cash. Employees of General Motors Corporation Digitas, LLC, ePrize, LLC, and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible.

Timing: Special Offer begins December 16, 2006 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2006 at 11:59 p.m. ET (the "Offer Period"). ePrize's computer is the official time keeping device for the Special Offer.

How to Receive Offer: During the Offer Period, you will receive an email informing you about this Special Offer (the "Email"). If you are one of the first four thousand (4,000) people to respond to this email, you shall receive a \$365 Rhapsody.com gift code. You must send your response to the email address provided in the Email. Approximate Retail Value of the gift code is \$365. Each participant may receive one (1) gift code during the Offer Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) gift code by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's offer and that participant may be disqualified. Gift codes will be delivered by email. Participants must download music by 9/31/07, after which, the Offers expire. Participants must comply with all terms and conditions of gift codes. Sponsor: General Motors Corporation, 100 Renaissance Center, Detroit, MI 48265.

Sponsor, Digitas and ePrize assume no responsibility or liability for, related to or arising from: (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Special Offer; (c) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof; (d) receipt, non-receipt or use of the gift codes, including due to inaccurate information given to Sponsor by participant and technological malfunctions of any kind; (e) technical or human error which may occur in the administration of the Special Offer; or (e) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Special Offer or download of any materials related to the Special Offer. If, for any reason, the Special Offer is not capable of running as planned for reasons, which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this game, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Special Offer in whole or in part.