

# BEST BUY. Membership™

## Terms and Conditions

May 10, 2022





# Best Buy Membership Terms and Conditions

**Version: May 10, 2022**

**Services:** You may use certain Services that Best Buy provides under the Plan during the Term of your Plan, subject to these Terms and Conditions. The current Services offering is set out at [www.bestbuy.ca/membership](http://www.bestbuy.ca/membership) and is subject to change from time to time without notice (except where prohibited by applicable law).

If your Plan includes subscription to device protection software, your access to and use of the software is also subject to one or more End User License Agreement(s) (EULA) between you and the software licensor. If your Plan includes subscription to device protection software and you did not receive it at the time of purchase of the Plan, you have the option of including device protection software subscription at no additional cost at any time during the term of the Plan by contacting us. **YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEST BUY HAS NOT DEVELOPED, DOES NOT LICENSE, AND IS IN NO WAY RESPONSIBLE FOR THE USE OR OPERATION OF THE SOFTWARE.**

**Plan Purchase Price:** The purchase price of the Plan (the "Plan Purchase Price") is the applicable annual payment multiplied by the number of years in the Term of your Plan, or monthly payment multiplied by the number of months in the Term of your Plan, as applicable, plus applicable taxes.

In addition to the Plan Purchase Price, Service fees apply and are payable in respect of Services used under the Plan, unless otherwise stated in the Services offering set out at [www.bestbuy.ca/membership](http://www.bestbuy.ca/membership).

The current pricing and applicable Service fees for the Plan are set out at [www.bestbuy.ca/membership](http://www.bestbuy.ca/membership).

## **Annual or Monthly Payment Details:**

- a) **Annual Payments:** If the Purchase Price of your Plan is payable in annual payments, your first annual payment must be paid at the time of registration for the Plan. Subsequent annual payments will begin after the expiration of the first year and will be charged to the credit card account designated by you at the time of registration. You will be required to pay the applicable annual payment amount for the Plan, plus applicable taxes, each year during the Term of the Plan, until the Plan is cancelled as set forth in these Terms and Conditions.
- b) **Monthly Payments:** If the Purchase Price of your Plan is payable in monthly payments, your first monthly payment must be paid at the time of registration for the Plan. Subsequent monthly payments will begin after the expiration of the first month and will be charged to the credit card account designated by you at the time of registration. You will be required to pay the applicable monthly payment amount for the Plan, plus applicable taxes, each month during the Term of the Plan, until the Plan is cancelled as set forth in these Terms and Conditions.

You authorize us to charge the credit card account you designated at the time of registration for the Plan with each applicable payment for the Plan as described above. We reserve the right, at our option, to accept or require another method of payment. If you have any questions in respect to the Plan Purchase Price, or wish to change your method of payment, you may call 1-866-BESTBUY or visit [www.bestbuy.ca/billing](http://www.bestbuy.ca/billing).



**Changes:** Except where prohibited by applicable law, Best Buy may change these Terms and Conditions, the pricing of the Plan and/or the Service fees for Services under the Plan from time to time, and such changes will apply to you no earlier than thirty (30) days following notice to you, or following such notice period as required by applicable law (if longer). You may cancel the Plan with no penalty to you within thirty (30) days of Best Buy's notice of any such change (or within such period as required by applicable law (if longer)) and you will receive a pro rata refund of any unearned prepaid portion of the Plan Purchase Price paid by you in your last payment collected by Best Buy.

**Manufacturer and Other Warranties:** THIS PLAN IS A SERVICES CONTRACT, IT IS NOT A WARRANTY. For any warranty related issues you must contact your warranty provider.

**Duration of Plan:** Access to Services under this Plan commences on the Plan registration date and will continue until the Plan is cancelled by you or Best Buy. Following cancellation of the Plan, you will have no further rights in respect of the Plan and Best Buy will have no liabilities or obligations to you.

**Cancellation:** At its option, Best Buy may cancel your Plan and Contract on the basis of: (a) your fraud or misrepresentation; (b) your commercial use of the Plan (unless specifically noted as a commercial Plan on your original purchase invoice); (c) an unauthorized use of the Plan; (d) your non-payment of the Plan Purchase Price; (e) your failure to comply with any of these Terms and Conditions. In addition, Best Buy may cancel your Plan at its discretion at any time upon thirty (30) days' prior notice to you.

You may cancel this Plan for any reason at any time within thirty (30) days of your registration for the Plan and receive a full refund of any payment of the Plan Purchase Price you made less the cost of Services received (if any), unless otherwise prohibited by law.

After the first thirty (30) days of your registration for the Plan, you may cancel your Plan for any reason at any time, provided, however, that if you cancel your Plan prior to paying the equivalent of twelve (12) monthly payments of the Plan Purchase Price, you will be required to pay a Service Recovery Fee that is equal to twelve (12) monthly payments of the Plan Purchase Price less the total amount of the Plan Purchase Price you already paid for this Plan as of the date of cancellation (except where prohibited by applicable law). If the total amount of the Plan Purchase Price you already paid for this Plan as of the date of cancellation is more than the amount equal to twelve (12) monthly payments of the Plan Purchase Price during the Term of your Plan, the Service Recovery Fee will be waived and you will receive a pro rata refund of any unearned prepaid portion of the Plan Purchase Price paid by you in your last payment collected by Best Buy.

Contact Best Buy at 1-866-BESTBUY for any cancellation requests.

No Services may be received or used after cancellation of this Plan.

**Cancellation of Plan Effect on Term Based Benefits:** Where the Plan provides for a discount on the purchase of a benefit that is term based (for example, a Protection plan) (a "Term Benefit"), the Term Benefit discount will only apply for the period in which you are subscribed to the Plan. Upon termination of the Plan, you may elect to either:

- a) continue the Term Benefit for the duration of the Term Benefit period by paying the difference between the discount Term Benefit price and the then current price for the Term Benefit; or
- b) cancel the Term Benefit and receive a refund based on the unused pro-rated portion of the Term Benefit.

For example, if you purchase a two year Protection plan which normally costs \$200 at a discounted rate of \$100 and cancel at the end of year one then you may either: a) pay the difference in price for the remaining year ( $\$100 - \$50 = \$50$ ); or b) cancel the Term Benefit and receive a prorated refund of the prepaid amount of \$50.



**Transferable:** This Plan is transferable to another residence at any time, provided the registered Plan holder can provide acceptable documentation demonstrating proof of address change. Please contact Best Buy at 1-866-BESTBUY to process transfer requests.

The registered Plan holder must have original documentation and proof of residency at the address registered under the Plan in order to receive the Services.

**Entire Agreement:** Your Plan purchase invoice and these Terms and Conditions contain the entire agreement between you and Best Buy and supersede all prior written or oral negotiations, understandings and agreements concerning the subject matter of the agreement (the "**Contract**"). No amendment or modification of the Contract by you will be binding on Best Buy without the written agreement of Best Buy.

**General:** Best Buy may assign this Contract without your consent upon notice to you. If Best Buy assigns this Contract, you agree that Best Buy is released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Contract. This Contract will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. If any term of this Contract is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

Upon request, any user of this Plan must show government issued identification demonstrating proof of address in order to receive any Services.

**General Exclusions:** The following are not provided as Services under this Plan:

1. physical maintenance, repair or replacement of any product or parts thereof;
2. replacement cost for lost or consumer replaceable parts (such as, for example, light bulbs, racks, shelves, trays, knobs or dials, rinse aids, filter, belts, crisper trays etc.);
3. unauthorized servicing and transportation charges;
4. products or services beyond the agreed scope noted on the original purchase invoice, used by the general public, used as a lease or rental or used in common areas in multi-family housing or multibusiness locations, or for any other non-approved use, unless noted specifically on the original purchase invoice;
5. indirect, consequential or incidental damages, including, but not limited to, loss of profits, down-time and charges for time and effort (*For Quebec only: The foregoing is not intended to liberate Best Buy from the consequences of Best Buy's own acts or the acts of its representatives*);
6. fees related to third party contracts;
7. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced; or
8. any services that are not specifically set out in this Plan.

**Limitations:**

1. **THE SERVICES UNDER THIS PLAN ARE ONLY AVAILABLE WITHIN A 50KM RADIUS OF A BEST BUY STORE LOCATION. ANY SERVICES PROVIDED OUTSIDE A 50KM RADIUS OF A BEST BUY STORE LOCATION, AT BEST BUY'S DISCRETION, WILL BE SUBJECT TO YOUR PAYMENT OF ADDITIONAL FEES.**
2. **THE SERVICES UNDER THIS PLAN MAY ONLY BE USED BY YOU OR THOSE WHO SHARE THE SAME ADDRESS REGISTERED TO THE PLAN.**
3. **WHEN USED FOR BUSINESS PURPOSES MEMBERSHIP IS LIMITED TO BUSINESSES OF 5 EMPLOYEES OR LESS.**
4. **ANY ON-SITE SERVICES PROVIDED UNDER THIS PLAN WILL ONLY BE PROVIDED AT THE ONE ADDRESS YOU PROVIDED AT REGISTRATION.**



**Limitations:**

5. **BEST BUY IS NOT LIABLE TO YOU IF IT IS UNABLE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.**
6. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEST BUY IS NOT AND WILL NOT BE LIABLE TO YOU FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, DATA LOSS, LOST PROFITS, DOWN-TIME, OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE (FOR QUEBEC ONLY: THE FOREGOING IS NOT INTENDED TO LIBERATE BEST BUY FROM THE CONSEQUENCES OF BEST BUY'S OWN ACTS OR THE ACTS OF ITS REPRESENTATIVES).**

**BEST BUY'S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE AMOUNT OF THE PLAN PURCHASE PRICE PAID BY YOU. YOU WAIVE ALL SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES AGAINST BEST BUY. WE RESERVE THE RIGHT TO REFRAIN FROM PROVIDING ANY SERVICES, INCLUDING, WITHOUT LIMITATION, IF MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR IF YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS OR REQUESTS ARE UNUSUAL OR EXTENSIVE, AS DETERMINED BY US. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE PLAN, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN. BEST BUY MAKES NO WARRANTY THAT THE PLAN OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, NOR DOES BEST BUY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BEST BUY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IT IS YOUR RESPONSIBILITY TO BACK-UP THE SOFTWARE AND DATA THAT IS STORED ON YOUR COMPUTERS, HARD DISK DRIVE(S), AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE, AND BEST BUY SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES. BEST BUY SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGES ARISING FROM ANY PART, EQUIPMENT, PERIPHERAL, SOFTWARE OR OTHER PRODUCT SUPPLIED TO YOU BY BEST BUY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

7. **NO SERVICES WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE.**
8. **YOU MUST BE 18 YEARS OF AGE, OR THE AGE OF MAJORITY IN YOUR PROVINCE OR TERRITORY, TO REGISTER AS A PLAN HOLDER. MINORS MAY ONLY USE THE SERVICES UNDER THE SUPERVISION OF AN ADULT.**
9. **SERVER SUPPORT IS NOT INCLUDED (E.G., SERVER ADMINISTRATION AND SET-UP, SERVER SOFTWARE APPLICATIONS / OPERATING SYSTEM INSTALLATION AND SUPPORT OR SERVER DIAGNOSTICS AND TUNE-UPS).**



10. WE MAY NOT BE ABLE TO FIX A PROBLEM IF YOU REFUSE TO UPGRADE YOUR OPERATING SYSTEM OR SOFTWARE.
11. WE WILL NOT BE ABLE TO FIX OR SUPPORT ISSUES CAUSED BY OR RELATED TO SERVICES PROVIDED BY A THIRD PARTY, SUCH AS CABLE OR INTERNET.
12. THIS MEMBERSHIP IS NOT INTENDED TO PROVIDE SUPPORT FOR PRODUCT CATEGORIES THAT BEST BUY DOES NOT SELL OR SERVICE (E.G., SPA AND POOL AUTOMATION SYSTEMS, MEDICAL DEVICES, LAWN AND GARDEN EQUIPMENT), HOWEVER, AT OUR DISCRETION, WE MAY ATTEMPT TO PROVIDE REASONABLE ASSISTANCE TO YOU.
13. FOR PRODUCT CATEGORIES THAT BEST BUY SELLS, WE WILL DO OUR BEST TO PROVIDE TECHNICAL SUPPORT WHENEVER POSSIBLE. HOWEVER, IN SOME CASES, THE SUPPORT WE CAN PROVIDE MAY BE LIMITED DUE TO THE INFREQUENCY OF SUPPORT REQUESTS OR DUE TO OTHER PRACTICAL REASONS INCLUDING BUT NOT LIMITED TO WHEN THE MANUFACTURER OR ANOTHER SERVICE PROVIDER (E.G., PROFESSIONALLY MONITORED HOME SECURITY MONITORING SYSTEMS) MUST BE CONTACTED.
14. THE SERVICES AND SUPPORT PROVIDED BY THIS MEMBERSHIP ARE SUBJECT TO ANY APPLICABLE DESCRIPTIONS FOR EACH SERVICE PROVIDED ON [BESTBUY.CA](http://bestbuy.ca/membership) OR OTHER WRITTEN SCOPE DOCUMENT APPLICABLE TO A PARTICULAR SERVICE, WHICH WE WILL MAKE AVAILABLE TO YOU UPON YOUR REQUEST.
15. IN SOME LIMITED SITUATIONS, A PARTICULAR SERVICE MAY NOT BE AVAILABLE IN YOUR AREA.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS, THEREFORE, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

In addition to the exclusions and limitations specifically mentioned in these terms and conditions, the Services provided under this Plan are limited to the descriptions for each Service provided on [www.bestbuy.ca/membership](http://www.bestbuy.ca/membership) or other written scope document applicable to a particular Service, which we will make available to you on your request.

**Disclosure:**

1. Your information may be processed and stored in the United States or another country and may be subject to access by United States authorities or other international authorities under applicable laws.
2. Best Buy's Privacy Policy can be found at [www.bestbuy.ca/privacy](http://www.bestbuy.ca/privacy). Best Buy's Privacy Policy includes information about how Best Buy uses your personal information.

**Definitions:** "Term" refers to the duration of your Plan. "Services" refers to the particular services and benefits provided under this Plan from time to time, as described on [www.bestbuy.ca/membership](http://www.bestbuy.ca/membership) as may be revised and updated from time to time. "Best Buy" refers to Best Buy Canada Ltd., which operates its Best Buy division. "Plan" refers to the Best Buy Membership Plan. "Terms and Conditions" refers to the terms and conditions set out in this document that govern the Services provided pursuant to the Plan. "You" or "your" refer to the registered Plan holder.

To obtain Services under this Plan, or if you have any questions about this Plan, please visit a Best Buy store in Canada during normal store hours, chat with an Online Support Agent at [www.bestbuy.ca/connectnow](http://www.bestbuy.ca/connectnow) or call us at 1-866-BESTBUY for over-the-phone support or to schedule an appointment.

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