



# PROTECTION

## Geek Squad Protection Plan ("GSP Plan")

### Geek Squad Protection Replacement Plan ("GSP-R Plan")

1. **The Plan.** These terms and conditions of this service contract ("Terms and Conditions") govern the hardware services we will provide you under the above-mentioned plans (each referred to herein as a "Plan") for the product identified on your purchase receipt as having coverage under a Plan ("Covered Product"). These Terms and Conditions describe the coverage under each type of Plan ("Coverage").
2. **When Your Plan Begins and Ends.** Your Plan begins on the later of (I) the date you purchase the Covered Product, or (II) the date your original Covered Product was delivered to you. The start dates for certain parts of the Coverage will depend upon the manufacturer's warranty as explained in Section 3.

Subject to certain exceptions providing for longer periods of Coverage as stated in Section 6 ("Product Specific Terms"), your Plan and the Coverage it provides will end as described below:

- a. **One-Time-Pay Plans.** If you paid for your Plan in one payment, based upon a specific term, Coverage under your Plan will end one, two, three, four or five years from the date on which it started, depending on the length of the Plan you purchased, unless it is renewed or cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with Section 10 hereof.
  - b. **Term Plans Paid on a Monthly Basis.** If you select a Plan for a set period (e.g., 24 months) and pay for it on a monthly basis, then Coverage under your Plan will continue for the set Plan period, unless it is renewed, or is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 10 hereof. Upon expiration of the set period of your Plan, your Coverage will continue thereafter on a month-to-month basis, but only if you (A) receive a notice from us inviting you to continue your Plan on a monthly basis thereafter and (B) promptly confirm in the manner specified in that notice that you would like to continue your Plan. If your Plan is renewed as set forth in the previous sentence, then your Coverage will continue until it is cancelled or our obligations have otherwise been fulfilled in their entirety in accordance with Section 10 hereof. Until the Plan described in this paragraph is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 10 hereof, you authorize Best Buy to charge your credit or debit card for (A) the amount specified on your payment receipt, plus tax, for each month of the set Plan period specified on your payment receipt, and (B) for each month of any renewal period(s) at the rates you agree upon when you elect to renew, plus tax. Your account must be current to receive service.
  - c. **Continuous Monthly Plans.** If you select a month-to-month Plan, your Plan will continue indefinitely on a month-to-month basis until it is cancelled or we have fulfilled our obligations under the Plan in accordance with Section 10 hereof. Until the Plan described in this paragraph is cancelled, our obligations under the Plan become fulfilled in their entirety in accordance with Section 10 hereof, or we send you notice of a change in the amount of the monthly charge for this Plan, you authorize Best Buy to charge your credit or debit card for the amount specified on your payment receipt each month. If the amount of the monthly charge for your Plan is changed, we will send you notice of the new monthly charge at least 60 days in advance. If you do not cancel your Plan prior to the effective date for the new monthly charge stated on the notice, you authorize Best Buy to charge your credit or debit card for the amount of the new monthly charge specified on the notice each month thereafter. Your account must be current to receive service.
  - d. **Cancellations/Renewals/Fulfillment.** For information on how your Plan may be cancelled or renewed or how our obligations are fulfilled under your Plan in their entirety, please refer to Section 10, below.
3. **Manufacturer's Warranty.**
    - a. Parts and services covered under the manufacturer's warranty are the manufacturer's responsibility and are not covered by us under this Plan during the manufacturer's warranty period. Therefore, the Coverage for hardware failure under the GSP Plan and GSP-R Plan described in Section 5 will begin when the manufacturer's warranty expires except that if the manufacturer's warranty does not cover one of the listed Coverage items in Section 5, this Plan will provide coverage on the Plan start date.
    - b. Although not covered by this Plan, at our discretion we may offer to help facilitate manufacturer's warranty claims by providing you administrative assistance to process a manufacturer's warranty claim directly with the manufacturer.
  4. **Repair or Replacement of Covered Products.** Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:
    - a. Repairing your Covered Product (unless you have purchased a GSP-R Plan, in which case only options (b) and (c) immediately below will apply). Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications.
    - b. Reimbursing you for replacement with a voucher or gift card equal to the Covered Product's current market value, as determined by us, not to exceed the original purchase price of your Covered Product.
    - c. Replacing your Covered Product with a product of like kind and quality and of comparable performance. If we replace your Covered Product, the following may apply:
      - i. Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
      - ii. Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts;

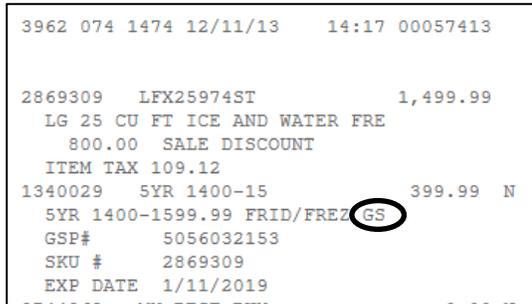
iii. Covered Products and parts which are replaced become our property except where prohibited by law.

5. **TYPES OF PLANS AND COVERAGE.** There are three types of Plans and Coverage available:

- a. **GSP Plan**
- b. **Accidental Damage from Handling (“ADH Coverage”)**
- c. **GSP-R Plan**

What follows are descriptions of the above Plans and Coverage.

- a. **GSP PLAN.** Your GSP Plan will be identified/described on your receipt in the following manner (see the area on the receipt below that is circled):



- I. Except to the extent covered by the manufacturer’s warranty and subject to the conditions stated in these Terms and Conditions, under the GSP Plan, we will repair or replace your Covered Product in the event of a hardware failure resulting from:
  - i. Defects in material or workmanship;
  - ii. Normal wear and tear
  - iii. Dust, internal overheating, internal humidity/condensation;
  - iv. Power surge/fluctuation;
  - v. Defective pixels for those Covered Products that have a pixel-based display. Pixel repair will be based upon three defective pixels throughout the entire display area;
  - vi. Screen image burn-in;
  - vii. **One-Time Battery Replacement.** You are limited to a one-time rechargeable battery replacement for Covered Products when the original battery is defective, as determined by us at our sole discretion. A battery qualifies for replacement if it fails to hold a charge per manufacturer guidelines. You will be required to return the original battery to us. We may require the Covered Product be sent to a service center to replace the battery. Disposable batteries (AA, AAA, C, LR44, DL123A, etc.) do not qualify for this coverage. For mobile phones and tablets, you will be required to pay a service fee, as described in Section 6(b)(i) below, if we elect to fulfill this one-time battery replacement by exchanging your device with a replacement device (new or refurbished) or if we issue you a gift card for the value of your device as explained in Section 4(b).
  - viii. If you purchased an installation or delivery service from Best Buy when you purchased your Covered Product and you receive a replacement product pursuant to these Terms and Conditions, or if it is necessary for us to remove your Covered Product for it to be serviced, we will cover the delivery and/or re-installation costs for your replacement product or serviced product exclusive of parts such as mounting brackets, kits, etc. that may be needed to complete the installation.
- II. **Accessories (e.g., chargers, remote controls, cradle, 3-D glasses) are excluded from the Coverage under this Plan.**
- III. **Service Fee.** With respect to a claim submitted for a mobile phone or a tablet you will be required to pay a service fee, as further described in Section 6(b)(i) below.
- IV. **No-Lemon Benefit.**
  - i. After two qualified service repairs concerning the same defect have been attempted or completed on an individual Covered Product during your Plan and such Covered Product requires a third qualified repair, we will replace it in accordance with the replacement terms of Section 4 above (the “No-Lemon Benefit”), and our obligations under this Plan will have been fulfilled in their entirety. We reserve the right to determine whether a repair is a qualified repair. For clearance, open-box, and other Covered Products originally purchased at a discount, we reserve the right to issue a gift card or voucher for the original discounted purchase price plus tax instead of offering a replacement, which would also fulfill your Plan.
  - ii. You have 90 days from the date of our No-Lemon Benefit authorization to complete your Covered Product replacement transaction.
  - iii. After we have performed a qualified repair, any additional repair requiring functional part(s) replacement or technician-required adjustment made during Best Buy’s 30-day service warranty (“Re-Do’s”) will not be considered a qualified repair towards the No-Lemon Benefit.
  - iv. The original Covered Product and purchase receipts must be returned to Best Buy along with authorized service repair receipts from two separate qualified repairs to qualify towards the No-Lemon Benefit. A service request requiring functional part(s) repair/replacement or technician-required adjustment is the equivalent of one repair.

- v. **The following services are not 'qualified repairs' for purposes of the No-Lemon Benefit:** Preventative maintenance checks; Re-Do's; consumer-requested alignments; bulb replacements; cleanings; product diagnosis; computer software-related issues; virus and/or spyware damage/removal; a no-fault-found diagnosis; repairs done outside the U.S.A.; customer education; troubleshooting/telephone diagnosis; and accessory repairs/replacements. In addition, service repairs to accessories (e.g., ice makers, rechargeable batteries, remote controls) are not 'qualified repairs'. In addition, ADH Coverage repairs and parts and service covered under the manufacturer's warranty during the manufacturer's warranty period or due to a manufacturer's recall do not qualify towards the No-Lemon Benefit.
  - vi. The No-Lemon Benefit expires when your original Plan term expires (i.e., you will not receive No-Lemon Benefit during any renewal term of this Plan).
- V. **Product Specific Terms.** In addition to the terms above, please see the additional specific Coverage terms for the Covered Products identified in Section 6.
- b. **ADH Coverage:** If you have purchased a GSP Plan with ADH Coverage, it will be identified/described on your receipt in the following manner (see the area on the receipt below that is circled):

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3962 074 1473 12/11/13 14:16 00057413

2076007 SM-P6000ZKY 549.99
SAMSUNG GALAXY NOTE 10.1 2014
ITEM TAX 40.00
1152053 2YR ADH 500 199.99 N
2YR ADH 500-599.99 TABLET GSP
GSP# 5056030731
SKU # 2076007
EXP DATE 1/11/2016

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- I. ADH Coverage provides repair to, or replacement of, your Covered Product for damage (e.g., a cracked screen) from accidental drops and spills that arose during normal daily usage of the Covered Product as the manufacturer intended. ADH Coverage does not apply to the following: cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use; damage resulting from falling from elevated heights (e.g., decks, balconies, windows); damage from being run over by or falling from moving vehicles; damage from liquid immersion/submersion; secondary damage from use other than as the manufacturer intended. We reserve the right to determine the cause of damage to the Covered Product and the applicability of ADH Coverage, based upon the condition of the Covered Product at the time of the claim.
  - II. If you purchased a GSP Plan with ADH Coverage, as stated on your purchase receipt, you will have ADH Coverage, the GSP Plan Coverage explained in Section 5(a) and the applicable Product Specific Repair Coverage listed in Section 6.
  - III. As explained in Section 6(b), for mobile phones and tablets:
    - (a) you will be required to pay a service fee as specified on your receipt ranging from \$29.99 to \$199.99 (depending on the type of Covered Product) for each claim made under the GSP Plan with ADH Coverage; and
    - (b) our obligations will be fulfilled under this Plan (a) if we replace the Covered Product with a new device or issue you a gift card for its value as explained in Section 4(b); or (b) if we have fulfilled 3 mobile phone claims or 2 tablet claims in any rolling 24 month period, as applicable, by repairing or replacing your Covered Product with a refurbished product.
- c. **GSP-R Plans.** If you have purchased a GSP-R Plan, it will be identified/described on your receipt in the following manner (see the area on the receipt below that is circled):

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3962 074 1472 12/11/13 14:15 00057413

5597677 HXP230PU 49.99
JAM CLASSIC BT SPEAKER-GRAPE
ITEM TAX 3.63
9998096 2YR 25-49.9 8.99 N
2YR 25-49.99 PORT DEV GSP-R
GSP# 5056029221
SKU # 5597677
EXP DATE 1/11/2016

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- I. When purchased, a GSP-R Plan provides for the replacement of your Covered Product when it is determined by us to be defective as a result of normal use. If we make such a determination, we will replace your Covered Product in accordance with the replacement terms in Section 4. If the Covered Product is a CD, DVD, Blu-Ray disc, video game software title, we will replace it with the same product you purchased as described on your receipt. If the same product is no longer available, you will be reimbursed by us in an amount equal to the current purchase price of a product similar to the Covered Product.
- II. For video game software, you must call us to file a claim at 1-888-BESTBUY (1-888-237-8289). We cannot accept such claims in Best Buy stores.

- III. Once a replacement product (new or refurbished product) or reimbursement has been issued under this Plan, our obligations have been fulfilled in their entirety.

**6. PRODUCT SPECIFIC COVERAGE TERMS.**

- a. Home Theater Products (purchased at Best Buy or Magnolia Home Theater):
- I. Recalibration is provided on applicable televisions. This benefit only applies if you purchased TV calibration from Best Buy on the same receipt as this Plan.
  - II. It is your responsibility to schedule the recalibration after completion of a qualified repair by calling 1-800-GEEKSQUAD (1-800-433-5778). This benefit also applies if the TV is replaced under the term of this Plan.
  - III. One bulb replacement for DLP, Projection LCD TVs and Home Theater Projectors of your original bulb during the term of this Plan.
  - IV. Removal and reinstallation of your TV in the same location for service purposes provided the TV was delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider or Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.
  - V. Coverage for blown speaker components as a result of normal usage. Intentional abuse or misuse of your stereo that results in blown speaker components will result in denial of your claim for coverage.
  - VI. Coverage for home speakers and subwoofers (powered and non-powered) will be covered for a period beginning on the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of ten years (e.g., if you purchased a 3 year GSP Plan and the manufacturer's warranty is 2 years, your Coverage will expire after 5 years from the date of purchase).
  - VII. Preventative maintenance checks and alignments on a carry-in basis for CD players, DVD players, Blu-ray players, TV/VCR/DVD combinations and Portable DVD players. The preventative maintenance checks are limited to one per Plan year.
  - VIII. Removal and reinstallation of your home audio speakers for service purposes provided the product was installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider or Best Buy Installation Technician as stated on the same purchase receipt as the purchase of this Plan.
- b. Mobile Devices and Tablets:
- i. you will be required to pay a service fee as specified on your receipt ranging from \$29.99 to \$199.99 (depending on the type of Covered Product) for each claim made under the GSP Plan or GSP Plan with ADH Coverage; and
  - ii. our obligations will be fulfilled under this Plan (a) if we replace device with a new device or issue you a gift card for its value as explained in Section 4(b); or (b) if we have fulfilled 3 mobile phone claims or 2 tablet claims in any rolling 24 month period, as applicable, by repairing or replacing your device with a refurbished product.
- c. Appliances:

In addition to the coverages for the products specifically listed in this subsection, this Plan also provides for the removal and reinstallation of an appliance in the same location for service purposes provided that the appliance was delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider, or a Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.

- I. Top/Front-Loading Conventional Washers & Washers/Dryers and Combination Washer/Dryers:  
Parts coverage to repair the transmission or drive motor part will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of up to ten years (e.g., if you purchased a 3 year GSP Plan and the manufacturer's warranty is 2 years, your Coverage will expire 5 years from the date of purchase).
- II. Refrigerators and Freezers:
  1. Parts coverage to repair the compressor part will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of up to ten years.
  2. Up to a \$200 reimbursement for food spoilage due to a covered product failure.
    - o You have up to 90 days from the date of our authorization or before the Plan expires, whichever comes first, to submit your food spoilage reimbursement claim.
    - o You are entitled to one food spoilage reimbursement per covered product failure event.
    - o You are required to complete and submit a claim form. This form provides space to itemize each food spoilage reimbursement claim. Along with this form please include copies of the work order and original Best Buy sales receipt and fax or mail the paperwork to the contact below.

GSP Reimbursements  
ATTN: Reimbursements C8  
7601 Penn Ave South  
Richfield, MN 55423

Fax: 952-430-7852

The Food Spoilage Reimbursement Claim form can be found at:  
[www.geek squad.com/GSPFoodSpoilage](http://www.geek squad.com/GSPFoodSpoilage)

- III. Air Conditioners (sold as supplemental heating or cooling units and are not the primary source of ventilation):  
Sealed system coverage and parts coverage for the compressor will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of ten years. (e.g., if you purchased a 3 year GSP Plan and the manufacturer's warranty is 2 years, your Coverage will expire 5 years from the date of purchase).
- IV. Vacuum Cleaners:  
Vacuum cleaners will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of ten years. (e.g., if you purchased a 3 year GSP Plan and the manufacturer's warranty is 2 years, your Coverage will expire 5 years from the date of purchase).
- d. Home Office Equipment:  
One bulb replacement of your original bulb for desktop projectors during the term of this Plan.
- e. Gaming Systems:  
A one-time ADH Coverage repair or replacement, at our sole discretion, of game console controller(s) that were included with your product at the time of purchase; these products may be mailed to you and are limited to one like item per Plan term.
  - o Replacement controllers may be of like kind and quality, new or refurbished, to meet the manufacturer's specifications of the original controller at our discretion.
  - o If the original manufacturer's controller is no longer available, we will provide you with a suitable/comparable replacement.
- f. Digital SLRs:  
Carry-in preventative maintenance checks are limited to digital SLRs and one per Plan year.
- g. Car Electronic Products:
  - i. Preventative maintenance checks and alignments for CD players, DVD players and TV/DVD combinations. The preventative maintenance checks are limited to one per Plan year. Coverage for blown speaker components for car stereo speakers as a result of normal usage. Intentional abuse or misuse of your stereo that results in blown speaker components will result in denial of your claim for coverage.
  - ii. Removal and reinstallation of your car audio product in the same vehicle for service purposes provided the product was installed by a Geek Squad Auto Technician as stated on the same purchase receipt as the purchase of this Plan.

**7. EXCLUSIONS TO COVERAGE.** In addition to any other Coverage and Product- specific exclusions identified above, claims and Coverage under this Plan will be denied in the following situations:

- a. If the damage to your Covered Product was caused by accident (unless you have purchased or are entitled to ADH Coverage and it is a covered event), abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than a Best-Buy-authorized service provider), unauthorized modification, viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid (e.g., pool, bathtub), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes, or use not as the manufacturer intended, as stated in your manufacturer's warranty;
- b. If your Covered Product was lost or stolen (this Plan only covers Covered Products returned to us in their entirety);
- c. If the damage to your Covered Product is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair your use of the Covered Product;
- d. If the defect or damage concerns an accessory to your Covered Product (e.g., charger, cradle, remote control, 3-D glasses).
- e. If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product unless you show that you received a replacement product from the manufacturer under the manufacturer's warranty;
- f. If the damage to your Covered Product was caused by a device other than your Covered Product, including equipment purchased at the same time as your Covered Product, controllers, consumable parts such as batteries, etc., unless otherwise expressly allowed herein;

- g. If there is damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing repair or replacement service, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in your Covered Product);
- h. If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;
- i. Fees or costs related to third-party contracts and consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, no-fault-found diagnoses, or failures that occurred prior to the purchase of this Plan;
- j. If the Covered Product has been used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan;
- k. If the use of the Covered Product is not consistent with either its design or the way the manufacturer intended it to be used, e.g., humidity damage on TVs not designed for outdoor use;
- l. If there is damage to your gaming console due to software-related issues;
- m. If there is damage to personal items left in the Covered Product (you are responsible for removing all personal items from the Covered Product before service is performed);
- n. If the parts and services are covered under your Covered Product's manufacturer's warranty;
- o. If the Covered Product requires remote control reprogramming;
- p. If the Covered Product was damaged due to contact with any human or animal bodily fluids;
- q. If the damage to the Covered Product is secondary damage (e.g., there is a car accident and the Covered Product is damaged by the car accident);
- r. If there is damage to the Covered Product that is excluded or not covered under this Plan, including products attached to the Covered Product, such as components or add-on accessories.
- s. Covered Products and parts thereof which are the subject of a manufacturer's recall are not covered under this Plan.
- t. Pre-existing conditions (incurred prior to the effective date of coverage) known to You.

## 8. CLAIMS PROCESS

To obtain service or check on your repair status under this Plan, you may visit a Best Buy store location, visit [www.geeksquad.com](http://www.geeksquad.com) or call 1-800-GEEKSQUAD (1-800-433-5778) 24 hours a day, 7 days a week.

### Phone and web support regarding product performance is available by phone and online:

- For online assistance, visit: [www.geeksquad.com](http://www.geeksquad.com). On-line agents may provide remote service on selected products or will provide direction on how to receive service.
- To receive phone assistance, call 1-800-GEEKSQUAD (1-800-433-5778).
  - Phone assistance for your covered products includes: Answers to questions regarding product use, discussion of product issues and recommendation of repair options, explanation of GSP Plans, coverage and claims.
    - a. You must have this Plan and all original purchase/exchange/service receipts.
    - b. If in-home service is provided under your manufacturer's warranty for major appliances, air conditioners, over-the-range microwaves, fitness equipment and TVs, then in-home service also will be provided under this Plan after the manufacturer's warranty period expires, however, we will attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service. Service performed in-home will be done during regular business hours and is at our discretion.
    - c. You are responsible for delivering and picking up your Covered Product for carry-in service.
    - d. Repairs or replacements will be performed at our discretion by a Best Buy Service Center or authorized third party service provider.
    - e. In some cases, Covered Products may need to be removed from the home to be repaired or we may require you to ship your Covered Product for repair.
    - f. At our option, we may deliver a replacement product or part to you in advance of us receiving your original Covered Product or part from you. In these cases, we may require that you authorize a charge to your credit card as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide a credit card authorization, we will offer alternative arrangements for service. We will ship a replacement product or part to you pursuant to instructions and any requirements for the return of the replaced product. If you follow the instructions, we will cancel the credit card authorization, so that you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed, return a replacement product or part that is ineligible for service, or do not unlock your device and turn off any device tracking feature or service, we will charge the credit card for the authorized amount.
    - g. A service order disclaimer must be signed to obtain repairs. This service order disclaimer does not form a part of this Plan and is a separate legal document.
    - h. We may charge you a diagnosis fee to determine the cause of the Covered Product failure or issue. If it is determined that the cause of the Covered Product failure or issue is covered under either the manufacturer's warranty or these Terms and Conditions, we will refund you the diagnosis fee.
    - i. You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

**Obtaining repair or replacement service outside the United States.** To obtain repair or replacement service outside the United States in accordance with your Plan, call the manufacturer to obtain the name of a manufacturer-authorized service center/depot and drop your Covered Product off to that servicer for service; in the event that there is not a manufacturer-authorized servicer in that area, you should obtain service from a reputable service provider. Customers are required to pay the relevant service provider for repairs and then may submit the repair bill for our reimbursement. Please note that services outside of the United States do not include the following benefits:

- ADH Coverage;
- In-home/on-site service;
- Phone/web support;
- Preventative maintenance checks;
- One-time battery replacement coverage;
- No-Lemon Benefits.

To be reimbursed for the service work that has been completed and paid for by you, please either go to [www.bbyintl.com](http://www.bbyintl.com), call 1-877-659-5071, or email us at [BBYINTLClaims@sndirect.com](mailto:BBYINTLClaims@sndirect.com).

**9. HOW TO TRANSFER YOUR PLAN.** This Plan may be transferred to another owner of the Covered Product identified by the serial number on this Plan. There are no restrictions to transfer your Plan provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts or exchange receipts, must be transferred to the new owner. Call 1-800-GEEKSQUAD (1-800-433-5778) or visit your nearest Best Buy store to transfer your Plan.

## **10. RENEWAL; CANCELLATION; FULFILLMENT OF PLANS**

### **a. Renewal.**

- I. Renewable.** At our discretion, we may offer you a renewal of this Plan. If renewed, the renewal term and price may vary based on the age, condition of the Covered Product, and current service costs at the time of the renewal. It is at our discretion to determine the type of renewal benefits for which your Covered Product is eligible. A renewal reminder may be provided prior to the expiration of the Plan.
- II. Auto-Renew of Continuous Monthly Plans.** **CONTINUOUS MONTHLY PLANS WILL AUTO RENEW ON A MONTHLY BASIS UNLESS THIS PLAN IS CANCELLED AS SET FORTH IN SECTION 10(b), OUR OBLIGATIONS ARE OTHERWISE FULFILLED AS SET FORTH IN SECTION 10(c), OR IF YOU OR WE ELECT NOT TO RENEW THE PLAN. IF WE ELECT NOT TO RENEW THE PLAN, WE WILL SPECIFY THE LAST DAY OF COVERAGE CORRESPONDING TO YOUR MONTHLY BILLING CYCLE IN A NOTICE SENT TO YOU.**

Call the following respective number for questions regarding monthly billing or renewal of your Geek Squad Protection service:

- **Geek Squad Protection Monthly Billing: 1-866-548-0885**
- **Geek Squad Protection Renewal: 1-866-242-4568**

### **b. Cancellation.**

**I. Cancellation by Us.** This Plan may be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us, nonpayment of the monthly Plan fee if you have purchased a monthly bill Plan ("Non-Payment Event"). If a Non-Payment Event occurs, we will provide you written notice, via mail and/or email, of the Non-Payment Event and 60 days to cure the Non-Payment Event, if curable. If the Non-Payment Event is not cured, the Plan will be cancelled retroactively to midnight on the last day of the month for which the last monthly payment was paid. If we cancel this Plan and you have paid for a Plan term in advance per the One-Time-Pay Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided.

**II. Cancellation by You.** There are no fees to cancel this plan. You may cancel this Plan at any time, for any reason, at a store, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us. If you cancel your One-Time-Pay Plan within 30 days of your Plan's purchase, you will receive a full refund of the price paid for the Plan, less the value of any service provided to you under this Plan. If you cancel your One-Time-Pay Plan more than 30 days after your purchase of the Plan, you will receive a pro rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. If you have purchased a Term Plan Paid on a Monthly Basis or a Continuous Monthly Plan and you cancel your Plan, you will be covered for any period of time for which you paid in advance, and your Plan will be cancelled on midnight on the last day of the month for which the last monthly payment was paid. For the Term Plan Paid on a Monthly Basis and the Continuous Monthly Plan, it may take up to 60 days for the cancellation to be reflected on your credit card statement.

Mail cancellation requests along with this document and all original receipts to:

AWG / GSP Plans  
ATTN: Cancellations  
P.O. Box 9312  
Minneapolis, MN 55440-9312

Upon early cancellation, Best Buy will have no further obligation to provide services under the Plan, and you will have no further obligation to make monthly payments for the Plan.

**c. Fulfillment of Plans.** Our obligations under your Plan will be fulfilled in their entirety pursuant to the following Sections, depending upon the type of Plan or Coverage you have purchased:

I. **GSP** - For Covered Products other than mobile phones and tablets, our obligations under a GSP Plan will be fulfilled in their entirety if we replace your Covered Product with a new or refurbished product or issue you a voucher or gift card for its value as explained in Section 4(b). For mobile phone and tablet devices, our obligations under a GSP Plan will be fulfilled in their entirety (a) if we replace your device with a new device or issue you a gift card for its value as explained in Section 4(b); or (b) if we have fulfilled 3 mobile phone claims or 2 tablet claims in any rolling 24 month period, as applicable, by repairing or replacing your device with a refurbished product.

II. **No-Lemon Benefit** – If we have replaced your Covered Product pursuant to the No Lemon Benefit, our obligations under your Plan have been fulfilled in their entirety.

III. **GSP Plan with ADH Coverage**– For Covered Products other than mobile phones and tablets, our obligations under a GSP Plan with ADH Coverage will be fulfilled in their entirety if we replace your Covered Product with a new or refurbished product or issue you a voucher or gift card for its value as explained in Section 4(b). For mobile phone and tablet devices, our obligations under a GSP Plan with ADH Coverage will be fulfilled in their entirety (a) if we replace your device with a new device or issue you a gift card for its value as explained in Section 4(b); or (b) if we have fulfilled 3 mobile phone claims or 2 tablet claims in any rolling 24 month period, as applicable, by repairing or replacing your device with a refurbished product.

IV. **GSP-R** - Once a replacement product (new or refurbished), or reimbursement pursuant to Section 4(b) has been issued, our obligations under the GSP-R Plan have been fulfilled in their entirety.

**11. AVAILABILITY OF SERVICES.** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

**12. LIMITATION OF LIABILITY.** For any single claim, the limit of liability is the lesser of the cost of (a) repairs authorized by us, (b) replacement with a new or refurbished product of like kind and quality that is of comparable performance or (c) reimbursement for authorized repairs or replacement. The total liability under this Plan is the current market value (as determined by us) of your Covered Product in its non-defective state, not to exceed the original purchase price of your Covered Product, including taxes. Technological advances may result in a replacement product with a lower selling price than the original Covered Product. In the event that the total of all authorized repairs exceeds the current market value of your Covered Product (in its non-defective state) or we replace the Covered Product, we shall have satisfied all obligations under the Plan.

**13. INSURANCE.** This Plan is not a contract of insurance, but it is secured by an insurance policy provided by Illinois National Insurance Company, 500 W. Madison St., 30<sup>th</sup> Floor, Chicago, IL 60661, Ph: (800) 250-3819 or New Hampshire Insurance Company, 175 Water St., 25<sup>th</sup> Floor, New York, NY 10038, Ph: (800) 250-3819 depending on the state in which you reside. If, within 60 days, we have not paid a claim, provided you with a refund, or if you are otherwise dissatisfied, you may make a claim directly to the insurance company.

#### **14. GENERAL**

a. These Terms and Conditions and your purchase receipt (which contains the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

b. Throughout these Terms and Conditions, the words “we”, “us” and “our” refer to Best Buy, Geek Squad or AIG WarrantyGuard, Inc. (“AWG”), the Obligor and Administrator of this Plan. AWG can be contacted at 500 West Madison, Chicago, IL 60606-6613, telephone 1-800-250-3819. “Obligor and Administrator” means the party responsible for claims made in respect of the Covered Product. In Florida and Oklahoma, the Obligor is AIG Warranty Services of Florida, Inc., whose address is 175 Water Street, 25th Floor, New York, New York 10038, telephone 1-800-250-3819. In addition, the term “Best Buy” or “Geek Squad” refers to Best Buy Stores, L.P. and the words “you” and “your” refer to the purchaser or transferee of this Plan.

**15. STATE-BY-STATE VARIATIONS.** The following state variations shall control if inconsistent with any other terms and conditions:

**Alabama Residents:** You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall

receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the administrator of this Plan, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Terms and Conditions.

**Florida Residents:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine at our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. Should a discrepancy arise in the interpretation of a given issue between the English version and a version issued in another language, the English version will take precedence in all matters.

**Illinois Residents:** You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

**Nevada Residents:** You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, your Plan will be cancelled. We may deny coverage if you do not provide our repair technicians a safe work environment/condition to perform service.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (year, whichever occurs first, unless: (a) you fail to pay any amount due; (b) you are convicted of a crime which results in an increase in the service required under the Plan; (c) you engage in fraud or material misrepresentation in obtaining this Plan; (d) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (e) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**New York Residents:** You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to you at the time of sale or within a longer time period if permitted within this Plan. If no claim has been made under this Plan, the Plan shall be void and we shall refund to you the full purchase price of the Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. This return and penalty provision shall only apply to the original purchaser of the Plan.

**Oklahoma Residents:** THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. IN THE EVENT THE CONTRACT IS CANCELED BY THE WARRANTY HOLDER, RETURN OF PREMIUM SHALL BE BASED UPON NINETY PERCENT (90%) OF THE UNEARNED PRO RATA PREMIUM. IN THE EVENT THE CONTRACT IS CANCELED BY THE ASSOCIATION, RETURN OF PREMIUM SHALL BE BASED UPON ONE HUNDRED PERCENT (100%) OF UNEARNED PRO RATA PREMIUM. THE COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE OKLAHOMA INSURANCE GUARANTY ASSOCIATION. THIS IS NOT AN INSURANCE CONTRACT.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to submit a claim directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan.

**Texas Residents:** You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to the provider. AWG: TDLR Lic #:162.

**Utah Residents: NOTICE.** This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation.

**Washington Residents:** If we cancel this Plan for any reason, we must mail you written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this Plan.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

- (a) A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider.
- (b) The notice under paragraph (a) shall state the effective date of the cancellation and the reason for the cancellation.
- (c) If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid.
- (d) The provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. You may, within twenty (20) calendar days of the delivery of this Plan, reject and return this Plan for a full refund if no claim has been made. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

**Wyoming Residents:** This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us (a) within 20 days after the date we have mailed the Plan to you, (b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.