



## My Best Buy Plus™ Terms of Service

### 1. The Terms.

Thank you for reviewing the terms ("**Terms**") for your My Best Buy Plus™ membership ("**Membership**"). These Terms are between you and Best Buy Stores, L.P. and/or its affiliates or authorized third party service providers ("Best Buy" or "us" or "we") and govern our respective rights and obligations. These Terms, together with your purchase receipt and the applicable terms related to using [BestBuy.com](#), My Best Buy Terms, and any services, special pricing, promotional offers or other benefits provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and Best Buy related to the Membership. For more information on this, see Section 18. By enrolling in and continuing to use the Membership, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms or terminate the Membership program. If we make material changes or terminate the program, we may notify you by email and/or post the new terms at [BestBuy.com/PlanTerms](#) (on this site, navigate to the latest My Best Buy Plus™ Terms of Service).

**NOTE THAT THIS IS AN AUTOMATICALLY RENEWING MEMBERSHIP. FOR MORE INFORMATION ON THIS, SEE SECTION 9.**

**THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW SECTION 14 REGARDING DISPUTE RESOLUTION BELOW.**

### 2. My Best Buy Plus™ Membership.

We will provide the Membership special pricing, promotional offers and other benefits (collectively "**Membership Benefits**") to the person who is identified as the member of My Best Buy Plus™ ("**Member**", "**you**" or "**your**") and the Member's family living at the Member's primary home address; any Membership Benefits that are to be received in, or delivered to, the home, will only be available at the primary home address associated with this Membership, which must be located in the fifty states of the U.S. or District of Columbia ("**Member Address**"). The availability to purchase the Membership, and receive certain Membership Benefits, is limited to designated sales channels and will not be available where prohibited by law. The purchase of Membership is not currently being offered, and will not be valid, to persons residing outside of the fifty states of the United States and the District of Columbia (e.g., it is not available in Puerto Rico or for purchase by Puerto Rico residents). Section 8 below provides additional information regarding eligibility for Membership Benefits.

### 3. Here's what the My Best Buy Plus Membership includes:

- a. Exclusive Member-priced offers and priority access to limited supply items. As a Member, you will be eligible for exclusive Member-priced offers, sales, events, and have priority access to certain limited supply item events. Quantity limits may apply.

- b. Free Shipping. Free shipping options are always available with every small parcel purchase from Best Buy, including, when available, 2-day shipping. Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the free shipping benefit. No minimum purchase is required. This benefit applies to small parcel shipments only and does not apply to large products (e.g., major appliances, large televisions), as defined by Best Buy. Large products may be eligible for member-only discounted standard delivery and installation on a promotional basis from time-to-time.
- c. 60 Day Return and Exchange Period. Members will benefit from a 60-day return and exchange period on "Most products" purchased from Best Buy, as indicated in our Returns and Exchanges Policy. Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the extended return and exchange period. All other terms and conditions of the Returns and Exchanges Policy, found at [BestBuy.com>Returns](#), apply, including, for example, the 14-day return period on Activatable Devices (select carriers may have a longer return period).
- d. Enhanced Personalized Shopping. Members experience an enhanced, more personalized experience through which we will provide you with information about technology or other products and services that we think you'll find useful (or just fun and interesting). On BestBuy.com, Members receive access to additional features (that we may end or update from time to time) such as purchase history, online order tracking, a digital wallet for managing transactions and payments, a member account page, and a member dashboard consolidating available member offers and benefits. We will attempt to develop our prediction of your preferences or interests using information from your interactions with us and/or from information we have obtained from our partners and data brokers. Marketing messages, advertisements, and other curated offers and communications may be sent to you on our and others' digital properties based on those predictions, all of which are intended to complement and improve your shopping journey and member experience.
- e. Frequently Asked Questions. For additional information on the Membership and Membership Benefits, visit our Frequently-Asked-Questions page at [BestBuy.com/MembershipsFAQs](#).

#### **4. How to get our help.**

You may obtain help with your Membership 24 hours per day, 7 days a week, and view other member entitlements, by logging into the Member's account on [BestBuy.com](#) and accessing [BestBuy.com/RemoteChat](#) or by chatting with an agent via the Best Buy App. You can also visit a Best Buy store in the U.S. during normal store hours or by calling us at 1-888-BEST-BUY (1-888-237-8289). We will automatically identify you as a Member if you call from the telephone number associated with your Membership.

#### **5. My Best Buy™.**

As a condition to Membership in My Best Buy Plus, the Member must establish and/or maintain a free My Best Buy account for the entire duration of Membership and provide information to confirm the Member Address. Best Buy may rely upon the information provided on your My Best Buy and Membership profile as the Member Address. There is no cost to have a My Best Buy account but there are various benefits. Learn more about these benefits by visiting [BestBuy.com/MyBestBuy](#). A My Best Buy account is subject to the terms at [BestBuy.com/MyBestBuyTerms](#). The Member authorizes us to link his or her pre-existing My Best Buy account to the Membership or, if the Member does not already have a pre-existing My Best Buy account, to automatically enroll the Member in the My Best Buy program and link this newly established My Best Buy account to the Membership. If we automatically enroll the Member in the My Best Buy program, we will send the Member an email confirming enrollment into My Best Buy. This email will contain a link to the [BestBuy.com](#) Terms and Conditions and the My Best Buy Terms, which the Member will be deemed to have read and consented to if the Member does not subsequently cancel this enrollment via the My Best Buy cancellation procedures within 30

days of receipt of such email. If the Member elects not to consent to the My Best Buy Terms by cancelling within 30 days of receipt of such email, or if the My Best Buy account linked to the Membership is closed at any time for any reason, we may, at our option, cancel your Membership.

## **6. Bundled discounts.**

If the Member purchases My Best Buy Plus and receives a discount off the regular price because of a bundling offer and later returns an item or cancels a plan, service, or subscription that was part of the bundle, the Member will be charged the difference between (i) the discounted price of Plus, or any other items that the Member keeps and that formed part of the bundle, and (ii) the then-current full retail price of such items.

## **7. Your other responsibilities.**

To receive the Membership Benefits, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- a. You must maintain an active payment method on file at all times during Membership, as it is an automatically renewing plan. Failure to maintain an active payment method on file may result in cancellation of your Membership and loss of Member benefits.
- b. You will use the Membership Benefits solely for personal, non-business use only and, therefore, you will not resell or otherwise use, or authorize others to use, any Membership Benefits as part of any sale or service that you provide to your customers or for any other commercial use.

## **8. Eligibility for Membership Benefits.**

At our discretion, we may ask questions and take steps to verify that the person using the Membership Benefits is the Member or is a family member residing at the same Member Address as the Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. **Further, to receive the Membership Benefits, the person seeking entitlement will need to log into BestBuy.com under the Member's profile or, for in-store, over the phone or remote chat interactions, will need to proactively self-identify as a Member and provide sufficient information to us such that we can process any resulting transaction as a Member benefit.** Membership cannot be transferred. You agree only persons who have reached the age of majority may enter into a Membership and accept these Terms.

Membership Benefits will be valid at Best Buy-branded retail store locations, BestBuy.com, the Best Buy mobile app, and other select Best Buy properties. Please note that Membership Benefits are not available at stand-alone Pacific Sales® Kitchen and Bath Centers, LLC stores or at Pacific Sales locations within Best Buy-branded retail store locations.

## **9. AUTOMATIC ANNUAL RENEWAL.**

THE MY BEST BUY PLUS MEMBERSHIP BEGINS ON THE DATE IT IS INITIALLY PURCHASED AND WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL IT IS CANCELLED. YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT CARD AT THE BEGINNING OF EACH YEARLY BILLING PERIOD FOR THE THEN-CURRENT PRICE PLUS TAX FOR THE MEMBERSHIP, SUBJECT TO US GIVING NOTICE TO YOU OF ANY PRICE CHANGES AS PER SECTION 10(F) BELOW. YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME SUBJECT TO THE TERMS OF SECTION 10 BELOW.

## **10. Cancellation; renewal; and change of terms or plan price.**

- a. **How to cancel My Best Buy Plus.** You may cancel Plus at any time by calling 1-888-BEST-BUY (1-888-237-8289), visiting a Best Buy store location, or from your online profile by visiting <https://www.bestbuy.com/services/planlist>. If the purchase of the Membership was made at a Magnolia Design Center (also known as Premium Design Centers) location within a Best Buy store, you may need to

go to a Magnolia Design Center location to obtain any refund owed in the form of a debit to the original payment card.

- b. **Cancellation within 60 days.** The Member may cancel the Membership and receive a full refund for the then-current term if the cancellation is within 60 days of purchase of the initial term or any annual renewal term. We may deduct from any refund the value of Membership Benefits (e.g., product discounts) and/or the price you paid for any limited supply item(s) purchased during priority access or Members-only events already provided during the then-current term.
- c. **Cancellation after 60 days.** If the Member cancels the Membership at any time after the first 60 days, the Member will be given a pro-rated refund based on the number of days remaining in the billing year beyond the cancellation date. We may deduct from any refund the value of Membership Benefits (e.g., product discounts) and/or the price you paid for any limited supply item(s) purchased during priority access or Members-only events already provided during the then-current term.
- d. **Cancellation or Suspension of the Membership by Us.** Your Membership may be cancelled by us due to the failure to maintain a My Best Buy account as provided in Section 5, your failure to comply with or fulfill any other material obligation under these Terms as determined by us (e.g., business use, failure to maintain an active payment method on file, your fraud or material misrepresentation, or unsafe or offensive work environment/conditions), or your nonpayment of the annual fee or other amounts owed to us under the Membership (“**Non-Payment Event**”). If a Non-Payment Event occurs, we will provide the Member written notice (e.g., via the email address in your Membership profile) of the Non-Payment Event. If you do not cure the Non-Payment Event, your Membership will be cancelled retroactively to midnight on the last day of the preceding annual period. At our sole option, we may provide additional opportunities to cure the Non-Payment Event pursuant to the notice(s) we send to you regarding the Non-Payment Event. We may also suspend performance of our obligations while a Non-Payment Event exists or any other situation where you failed to pay us an amount that is due or where you failed to comply with or fulfill any other material obligation under these Terms.
- e. **Renewals.** AS EXPLAINED IN SECTION 9 ABOVE, YOUR MEMBERSHIP WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of your Membership on at least 30 days' prior written notice or offer you a new contract. Subject to our responsibility to inform you in advance of a change in price provided in Section 10(f) below, your designated payment card will be charged the amount of the then-current price of My Best Buy Plus if you do not cancel your Membership prior to the applicable renewal date.
- f. **Change of terms or plan price.** We may change the price of the Membership at any time upon 30 days' notice to you. We may in our discretion change these Terms, My Best Buy account terms, or any aspect of the Membership, without notice to you. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THE PRICE FOR THE MEMBERSHIP OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.
- g. **Changing your Membership tier.** Details on how to change your My Best Buy Memberships™ tier can be found on our Frequently-Asked-Questions page at [BestBuy.com/MembershipsFAQs](http://BestBuy.com/MembershipsFAQs).
- h. **Notice.** We will notify you regarding your Membership (e.g., cancellations, changes in price, etc.) to the e-mail address you provided to us. It is your responsibility to contact us at 1-888-BEST-BUY (1-888-237-8289) to update your e-mail address if necessary. We may also send you any notices to the postal address we have on file for you.

## **11. Limitations of service.**

We shall not be liable for any failure or delay in performance due to any cause beyond our control. We may refrain from providing Membership Benefits, wholly or in part, on the basis that the minimum system requirements are not met or if your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms, as determined by us.

## **12. Disclaimer of warranties.**

THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MEMBERSHIP BENEFITS WILL MEET YOUR REQUIREMENTS, OR THAT THE MEMBERSHIP BENEFITS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MEMBERSHIP BENEFITS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE MEMBERSHIP BENEFITS. YOUR USE OF THE MEMBERSHIP BENEFITS AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MEMBERSHIP BENEFITS 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 THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE MEMBERSHIP BENEFITS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **13. Limitation of liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THESE TERMS; AND (B) OUR TOTAL LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE MEMBERSHIP INCLUDING TAXES. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

## **14. Dispute Resolution (Including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver).**

PLEASE READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES (AS SET FORTH BELOW) THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS LESS FORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION AWARDS ARE FINAL AND BINDING AND SUBJECT TO ONLY LIMITED REVIEW BY A COURT. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION IN ARBITRATION OR IN LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### ***Arbitration Agreement***

- **Binding Arbitration.** "Dispute" shall be interpreted broadly and cover any claim or controversy arising out of or relating in any way whatsoever to your relationship or interaction with Best Buy, its agents, and its present and future subsidiaries, affiliates, and designees—including, but not limited to, GreatCall, Lively,

Geek Squad, Magnolia, and Pacific Sales—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Examples of relationships or interactions giving rise to a covered claim include, without limitation: (1) your use of Best Buy's websites; (2) your membership in any Best Buy loyalty or rewards program (e.g., My Best Buy®) or subscription-based services (e.g., My Best Buy Total™); (3) your receipt of delivery, repair or installation services or consultation services provided by Best Buy or its agents; (4) any communications between you and Best Buy; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by Best Buy including, but not limited to, any Dispute arising from the advertising of, or the sales practices related to, such products and services. If you are a My Best Buy® member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the My Best Buy® program, including any claims that are the subject of purported class action litigation. Notwithstanding the foregoing, any Dispute falling within the jurisdictional limits of small claims court must be heard in that court, so long as it isn't removed or appealed to a court of general jurisdiction. Whether a Dispute falls within the jurisdictional limits of small claims court is for a small claims court to decide in the first instance. Dispute shall include, but not be limited to: (1) any dispute or claim that arose before the existence of these or any prior Terms (including, but not limited to, claims relating to advertising); (2) any dispute or claim that is the subject of purported class action litigation in which you are not a member of a certified class; and (3) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disputes or claims seeking to enjoin the misuse of intellectual property rights, which may be brought in a court of competent jurisdiction. The arbitrator shall decide all issues **except** the following (which are for a court of competent jurisdiction to decide): (1) issues that are reserved for a court in these Terms; (2) issues that relate to the scope, validity, or enforceability of the arbitration agreement, class action waiver, jury trial waiver, or any of the provisions of this Dispute Resolution section; and (3) issues that relate to the arbitrability of any Dispute. These Terms and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You and Best Buy agree that these Terms evidence a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law (not state arbitration law).

- **Mandatory Informal Dispute Resolution Process.** You and Best Buy agree to work together in an effort to informally resolve any Dispute that might arise between us. Before you or Best Buy may initiate an arbitration proceeding, you and Best Buy agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. The party initiating the Dispute must send the other a written notice of the Dispute ("Notice") that includes all of the following information: (1) the party's name and contact information (address, telephone number, and email address); (2) information sufficient to identify any account and transaction at issue; and (3) a detailed description of the nature and basis of the Dispute (including approximate date, time and location, if applicable) and the relief sought, including a good faith calculation for it. The Notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). If you have the Dispute with Best Buy, you must send this Notice to Best Buy at CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603 or by email to [Arbitration@BestBuy.com](mailto:Arbitration@BestBuy.com). If Best Buy has the Dispute with you, Best Buy will send the Notice to you at the most recent contact information we have on file. The party receiving the Notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and a Best Buy representative will personally attend (counsel may attend as well). The conference will be scheduled for a mutually agreeable time, which may be outside of the 60-day period. Completion of this Mandatory Informal Dispute Resolution Process is a condition precedent to initiating a claim in arbitration. If the sufficiency of a Notice or compliance with this process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed.

The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations or the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek relief for non-compliance with this process in arbitration. All applicable limitations periods (including statutes of limitation) will be tolled from the date of the receipt of a completed Notice through the conclusion of this Mandatory Informal Dispute Resolution Process. You or Best Buy may commence arbitration if the Dispute is not resolved through this process.

- **Arbitration Procedures.** The arbitration of any Dispute shall be administered by and conducted in accordance with the rules of the American Arbitration Association (“AAA”) including the AAA’s Consumer Arbitration Rules and Supplementary Rules for Mass Arbitration (as applicable) (“AAA Rules”), as modified by this arbitration agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org). You and we understand that the AAA’s prior administrative determination that this arbitration agreement comports with the Consumer Due Process Protocol is final and that neither a court nor an arbitrator may revisit it. If the AAA is unable or unwilling to administer the arbitration consistent with this arbitration agreement, the parties shall arbitrate before JAMS in accordance with their Streamlined Arbitration Rules & Procedures, and any applicable JAMS mass arbitration procedures and guidelines, as modified by this arbitration agreement. If JAMS is unable or unwilling to administer the arbitration consistent with this arbitration agreement and the parties cannot agree on an alternative provider that will do so, the parties shall petition a court of competent jurisdiction to appoint an arbitration provider that will do so. An arbitration demand must be accompanied by a certification of compliance with the Mandatory Informal Dispute Resolution Process and be personally signed by the party initiating the arbitration (and counsel, if represented). By submitting an arbitration demand, the party (and counsel, if represented) represents that, as in federal court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. Any Dispute seeking \$12,500 or more or injunctive relief shall have an in-person or video hearing if the respondent requests one. You and Best Buy reserve the right to request a hearing from the arbitrator in any matter where a hearing is not required. You and a Best Buy representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually agreed location. An arbitrator may award, on an individual basis, any relief that would be available in court, including injunctive or declaratory 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. To the fullest extent permitted by applicable law, you and Best Buy agree that each may bring claims against the other only in your or Best Buy’s individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless you and Best Buy agree otherwise, an arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce these Terms as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated. The arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been fully satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding involving Best Buy in which you are not the sole named party.

- **Costs of Arbitration.** Payment of all arbitration fees will be governed by the AAA Rules (unless JAMS or another provider administers the arbitration as set forth above, in which case their respective rules shall govern). You and Best Buy agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or Best Buy may elect to engage with the AAA (or the applicable provider) regarding arbitration fees, and you and Best Buy agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

The Parties shall be responsible for their own attorneys' fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

- **Additional Procedures for Mass Arbitration.** You and Best Buy agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Mass Arbitration. If 25 or more similar Disputes (including yours) are asserted against Best Buy by the same or coordinated counsel ("Mass Arbitration"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and the AAA's resources.

If your claim is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

**STAGE ONE:** If at least 100 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for Best Buy shall each select 50 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and Best Buy shall pay the mediator's fee.

**STAGE TWO:** If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Best Buy shall each select 100 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 200 Disputes, all shall proceed individually in Stage Two). No more than five cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in

arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Best Buy shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Arbitration, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Mass Arbitration provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

- **Future Changes to Arbitration Agreement.** If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the following address within 30 days of the change:

Best Buy  
CT Corporation System, Inc.  
1010 Dale Street North  
St. Paul, MN 55117-5603

Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Best Buy in accordance with this version of the arbitration agreement.

#### **Class Action Waiver and Jury Trial Waiver**

- **You and Best Buy each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.**
- To the fullest extent permitted by applicable law, you and we waive the right to a jury trial.

#### **15. Applicable Law and Venue.**

**THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF**

**CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES BETWEEN YOU AND BEST BUY. UNLESS YOU AND BEST BUY AGREE OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE STATE AND FEDERAL COURTS THAT ENCOMPASS HENNEPIN COUNTY, MINNESOTA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR CLAIMS BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION, THAT ARE OPTED OUT OF ARBITRATION PURSUANT TO THESE TERMS, OR OVER ANY ACTION THAT SEEKS TO ENFORCE OR CHALLENGE THE ENFORCEABILITY OF THE ARBITRATION AGREEMENT OR ANY PROVISION OF THE ARBITRATION AGREEMENT OR THESE TERMS. YOU AND BEST BUY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTIONS AS TO PERSONAL JURISDICTION OR AS TO THE LAYING OF VENUE IN SUCH COURTS BECAUSE OF (1) INCONVENIENT FORUM OR (2) ANY OTHER BASIS OR RIGHT TO SEEK TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION TO ANOTHER COURT.**

**16. Electronic delivery.**

You agree to receive electronic delivery of the Terms at the e-mail address provided in the Member profile, which will be deemed delivered to you (a) when you purchased My Best Buy Plus by their availability at [BestBuy.com/PlanTerms](http://BestBuy.com/PlanTerms); and (b) when sent to you via a link in the email address you provide to us. You also agree to receive electronic delivery of any Membership related communications at the e-mail address provided in the Member profile.

**17. Communication.**

Best Buy or any of its affiliates, subsidiaries, and their authorized independent third parties performing services on our behalf may call, text or email you to schedule, provide support or service, update orders, follow up for feedback, and/or inform you about other products/services. Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply.

**18. Entire agreement.**

These Terms together with your purchase receipt and the applicable terms related to using [BestBuy.com](http://BestBuy.com), My Best Buy terms, and any services, special pricing, promotional offers or other benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and us with respect to the services and benefits to be provided to you under My Best Buy Plus 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 Plus – either orally or in writing.