



Best Buy Protection

1. Overview. These Terms (the “Terms”) govern the hardware services and, if applicable, accidental damage from handling coverage under one or more service contracts that we will provide you as an entitlement under a Best Buy membership program (“Membership”) or that you purchase independent of a Membership (each referred to herein as a “Plan”) for the product identified on your purchase receipt as having coverage under a Plan (“Covered Product”). The Covered Product shall include any accessories included in the original packaging. These Terms describe the coverage under a Plan (“Coverage”). Each Plan shall be considered a separate service contract.

2. When Your Coverage Begins and Ends.

2.1 Membership Coverage. Under a Membership Plan, your Coverage under these Terms is provided as an entitlement under a Membership and issued in connection with that Membership. Your coverage for each Covered Product purchased while your Membership is active will begin on the later of (i) the date you purchase the Covered Product, (ii) the date your original Covered Product is shipped from our store or warehouse, if applicable, or (iii) on the date you pick-up your Covered Product from a store if ordered on-line or over the phone. The “Membership Coverage Period” for a Covered Product shall continue on a month-to-month basis provided that your Membership remains active and ends on the earlier of (a) the expiration of twenty-four (24) months from the beginning of the Coverage Period; (b) the termination of your Membership; or (c) the fulfillment of our obligations in accordance with Section 17.

Best Buy will determine, from time to time, what products will be eligible for a Membership Plan. To determine eligibility before you make a purchase, please sign in to your [BestBuy.com](https://www.bestbuy.com) after your Membership begins, ask a Best Buy store associate or otherwise call us at 1-888-BEST-BUY (1-888-237-8289) from the telephone number associated with your Membership. At our discretion, we may offer you a continuation of your Coverage via a Monthly-Paid Plan as explained below upon expiration or termination of your Membership Coverage Period.

2.2 Monthly Coverage.

- i. When Your Monthly-Paid Plan continues from a Membership Plan.** Under a Monthly-Paid Plan that continues from a Membership Plan, your Coverage (A) begins on the expiration of your Membership Coverage Period if you have agreed to continue your Coverage for the Covered Product by purchasing a Monthly-Paid Plan, or (B) if you cancel your Membership before expiration of the Membership Coverage Period, and you agree to continue your Coverage on a Monthly-Paid Plan independent of Membership, then your Monthly-Paid Plan will begin (and your prior Coverage will carry forward) as of the date you cancel your Membership and purchase a Monthly-Paid Plan independent of membership.
- ii. When Your Monthly-Paid Plan is purchased independent of Membership.** Alternatively, if you purchase a Monthly-Paid Plan independent of a Membership, your Coverage will begin on the later of (A) the date you purchase the Covered Product, (B) the date your original Covered Product is shipped from our store or warehouse, if applicable, or (C) on the date you pick-up your Covered Product from a store if ordered on-line or over the phone.

YOUR MONTHLY-PAID PLAN WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS AND YOU AUTHORIZE BEST BUY TO CHARGE YOUR DESIGNATED PAYMENT CARD FOR THE AMOUNT SPECIFIED ON YOUR PAYMENT RECEIPT EACH



MONTH UNTIL YOUR MONTHLY-PAID PLAN IS CANCELLED OR NON-RENEWED IN ACCORDANCE WITH SECTION 16 OR WE HAVE FULFILLED OUR OBLIGATIONS UNDER THE PLAN IN ACCORDANCE WITH SECTION 17.

If your designated payment card cannot be charged for any reason, your Coverage will cease from the due date. Best Buy has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment. You will be notified in advance of any price increase, in accordance with Section 15 of these Terms.

3. Manufacturer's Warranty.

3.1 Your Plan provides you with benefits that may supplement and be concurrent with the manufacturer's warranty for a Covered Product. You can therefore file a claim with us for any Coverage available or directly with the manufacturer for any coverage under the manufacturer's warranty. If your Covered Product is replaced by the manufacturer, your replacement device will become the Covered Product under your Plan, provided you contact us (call 1-800-GEEKSQUAD (1-800-433-5778)) to provide the serial number and any other information requested so that we can properly identify the new device as the Covered Product.

3.2 If you first come to Best Buy for a problem that is covered by the manufacturer's warranty and by your Plan, Best Buy will, at its discretion, either fulfill your claim by processing a manufacturer's warranty claim on your behalf or it may treat the claim as being covered under your Plan. Generally, we will process the claim as a manufacturer's warranty claim if we are able to do so depending on our status as an authorized return center, authorized service provider or other arrangement with a manufacturer. In any case, Best Buy, or one of its affiliates, may seek reimbursement for its fulfillment costs from the manufacturer for any claim you make that would also qualify under the manufacturer warranty.

4. Types of Plans. A Membership Plan or a Monthly-Paid Plan will provide Protection or Protection with Accidental Damage from Handling Coverage as explained below.

4.1 **Protection.** This Plan includes the hardware service as described in Section 7.1.

4.2 **Protection with Accidental Damage from Handling Coverage.** This Plan is usually associated with portable devices. It includes hardware service described in Section 7.1 and accidental damage from handling coverage as described in Section 7.2 ("ADH Coverage"). ADH Coverage may also be referred to in some materials as coverage for "drops, spills, and cracks." If this Coverage type applies to a Covered Product, it may be abbreviated and identified as "ADH" or a similar marking on your receipt.

5. **Claim Limits.** Subject to Section 17 (Fulfillment of our Obligations), we will fulfill up to two (2) claims per Covered Product during each twelve (12) month period you have Coverage. Your claim limits will reset to zero at the anniversary of each new twelve (12) month period. The initial twelve-month period will begin on the later of (i) the date you purchase the Covered Product, (ii) the date your original Covered Product is shipped from our store or warehouse, if applicable, or (iii) on the date you pick-up your Covered Product from a store if ordered on-line or over the phone. Any twelve (12) month period of continuous Coverage for claim limit purposes could consist of some of a Membership Coverage Period and the Coverage under a Monthly-Paid Plan if you've agreed to maintain Coverage under a Monthly-Paid Plan that was initiated as a Membership Plan. If you reach your claim limit while you have a Monthly-Paid Plan, you will continue to be charged monthly and be eligible for certain services and benefits that are not otherwise subject to this claim



limit, such as the No Lemon Benefit described in Section 7.3, unless you cancel; you will be able to make additional claims when your claim limits reset to zero upon the beginning of a new 12 month period.

The following will not count against your claim limit: any claim that we, in our discretion, process under the manufacturer warranty; any rework necessary if we are alerted within 30 days of completing a repair or replacement on a prior claim (or 90 days in the case of major appliances); any food or medication spoilage claims; any preventative maintenance, alignments, reprogramming or reinstallation benefits provided under these Terms. Also, for clarity, claim limits will never prevent your entitlement to the No Lemon Benefit described in Section 7.3.

6. Service Fees. You will be required to pay a service fee for each claim you make under your Plan. The service fee applicable to a Plan will be available to review prior to your purchase of a Covered Product at www.BestBuy.com/BestBuyProtection. We will not charge a service fee for any claim that we fulfill that is also covered under the manufacturer warranty, any entitlement to the no Lemon Benefit, any rework necessary if we are alerted within 30 days of completing a repair or replacement on a prior claim (or 90 days in the case of major appliances); or to process a food or medication spoilage claim or any preventative maintenance, alignments, reprogramming or reinstallation benefits provided under these Terms.

7. What is Covered?

7.1 Hardware Service. Subject to your payment of a service fee and the claim limits described above, we will provide you with a remedy as set forth in Section 9 if you notify us of a hardware failure during the Coverage Period resulting from:

- i. Defects in material or workmanship;
- ii. Normal wear and tear;
- iii. Dust, internal overheating, internal humidity/condensation;
- iv. Power surge/fluctuation (including power surge caused by lightning);
- 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. Battery Replacement. The non-disposable battery fails to hold a charge per the manufacturer guidelines.
- viii. Remote Control / Controller Replacement. Coverage applies only to a remote control or controller that was included with the Covered Product in the original packaging at the time of purchase.
- ix. Re-installation Costs Included. Certain Covered Products as indicated in Section 7.4 qualify for re-installation coverage, meaning that we will cover the re-installation costs for a replacement or a serviced Covered Product exclusive of parts such as mounting brackets, kits, etc. that may be needed to complete the installation.

7.2 Accidental Damage from Handling ("ADH"). For Plans with ADH Coverage, such ADH Coverage applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional event (e.g. drops from elevated heights and spills, including complete liquid submersion) that arises from your normal daily usage of the Covered Product as intended for such Covered Product. We may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We may deny your claim if you fail to provide information relating to the accident when asked. We also reserve the right to determine the applicability of ADH Coverage based upon the condition of the Covered Product at the time of the claim.



7.3 **No Lemon Benefit.** If the Covered Product requires a third repair concerning the same defect, we will provide you with a remedy in accordance with the terms of Section 9(b) or 9(c) below (the “No-Lemon Benefit”). You must complete the transaction within 90 days from the date of our No-Lemon Benefit authorization. **The following services do not qualify as a repair for purposes of determining the No-Lemon Benefit: ADH Coverage repairs and replacements; parts and service covered under the manufacturer’s warranty or by a manufacturer’s recall; preventative maintenance; cleanings; troubleshooting and diagnosis; any technical support services in relation to computer software-related issues; virus and/or spyware damage/removal; a valid no-fault-found determination; customer education; accessory repairs/replacements (e.g., ice makers, chargers, disposable batteries).**

7.4 **Product Specific Coverage Terms.**

7.4.1 Home Theater Products (purchased at Best Buy or Magnolia):

1. Removal and reinstallation of your TV, projector, or audio speakers in the same location in connection with a service event.
2. In-home service will be provided for all TVs that are 42” and larger.
3. Preventative maintenance checks and alignments on a carry-in basis for CD players, DVD players, Blu-ray players, TV/DVD combinations and Portable DVD players.
4. Universal Remote Controls and Control Systems. If you receive a replacement product pursuant to these Terms, we will reprogram the remote control or control system if it was purchased at Best Buy on a carry-in basis, in-home, or through online assistance at our sole discretion.

7.4.2 Appliances:

1. In addition to the coverages for the products specifically listed in this subsection, your Plan also provides for the removal and reinstallation of an appliance in the same location in connection with a service event.
2. Refrigerators and Freezers:
 - i. Up to a \$300 reimbursement for food or medication spoilage due to a Covered Product failure event as described in Section 7.1.
 - ii. You have up to 90 days from the date of our authorization or before your Coverage expires, whichever comes first, to submit your spoilage reimbursement claim.
 - iii. You are entitled to one spoilage reimbursement per Covered Product failure event.
 - iv. You are required to complete and submit a claim form, which can be found at www.BestBuy.com/BestBuyProtection. 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 mail or email the paperwork to the contact below.

Best Buy
ATTN: Best Buy Protection Reimbursements
7601 Penn Ave South
Richfield, MN 55423
[Email: Reimbursement@bestbuy.com](mailto:Reimbursement@bestbuy.com)

3. Digital SLRs: Carry-in preventative maintenance checks.
4. Car Electronic Products:



1. Preventative maintenance checks and alignments for CD players, DVD players and TV/DVD combinations.
2. Car stereo blown speaker components will be covered if they were used under normal conditions consistent with the manufacturer's intended use.
3. We will remove and/or reinstall your car audio product in the same vehicle in connection with a service event.

8. What's Not Covered?

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. Cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;
- b. Theft, misplacement, reckless, abusive, willful, or intentional conduct associated with handling and use of the Covered Product;
- c. Damage caused by accident including but not limited to damage to shelves, bins, knobs, and handles that is not caused by ordinary wear and tear (unless you have purchased ADH Coverage and it is a covered event as per Section 7.2);
- d. Faulty installation, repair, or maintenance by anyone other than a Best Buy-authorized service provider;
- e. Damage to or failure of upgrades or add-on accessories that were purchased separately from the Covered Product (e.g., upgraded memory, non-factory installed ice makers, screen shields);
- f. Consumer replaceable or consumable items including but not limited to toner, ink, ribbons, cartridges, filters, hoses, bulbs (unless otherwise specified in Section 7.4);
- g. Extreme environmental conditions (including extreme temperature or humidity) leading to problems such as external condensation and mold;
- h. Acts of God including lightning, fire, flood, earthquakes and other external causes;
- i. Use outside of the permitted or intended uses described by the manufacturer;
- j. Damage caused by contact with any human or animal bodily fluids and biohazardous material/liquids;
- k. Damage caused by insect infestation or rodents;
- l. Covered Products that have been lost or stolen (this Plan only applies to products returned in their entirety);
- m. 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;
- o. 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 we will not provide any recovery or transfer of software or data); If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;
- p. Preventative maintenance, including firmware updates, on the Covered Product unless specified in Section 7.4;
- q. Damage that is secondary damage or any damage that would be ordinarily covered under a primary insurance policy (e.g., car accident causes damage to the Covered Product);
- r. Protection against any other act or result not covered by this Plan;
- s. Any resultant damage to the Covered Product that arises from one or more conditions described above;



- t. If your account is not current; and
- u. If you voluntarily and affirmatively purchase a different customer-paid service contract (e.g., a multi-year, one-time-pay plan) on a product (that would be a Covered Product) while your Membership is active, then the product will not be eligible for a Membership Plan Coverage hereunder.

9. Repair or Replacement of Covered Products. Any time your Covered Product is to be repaired or replaced in accordance with these Terms, at our sole discretion, we have the option of:

- a. Repairing your Covered Product. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished, reconditioned, or non-original manufacturer's parts that perform to the factory specifications.
- b. Reimbursing you for the costs towards the purchase of a replacement product of like kind, quality and comparable performance with a store credit, gift card, or check in an amount not to exceed the non-discounted Best Buy retail price, including taxes, of your Covered Product at the time you purchased it.
- c. Replacing your Covered Product with a product of like kind, 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; and
 - iii. Covered Products and parts which are replaced become our property except where prohibited by law.

10. How to Obtain Service and Support? You may obtain service by visiting a Best Buy store in the U.S., accessing our website, www.bestbuy.com/geeksquad, or by calling us at 1-800-GEEKSQUAD (1-800-433-5778). The type of information, service, or support available through any particular channel depends on the nature of the Covered Product; store and call center hours vary. If you are outside the U.S. and require immediate hardware service or ADH Coverage, see Section 11.2 below and go to www.BestBuy.com/BestBuyProtection-Intl for further instructions.

11. Service Options.

11.1 In the U.S., Best Buy or an authorized service provider will provide service to you through one or more of these options:

11.1.1 Carry-in service. Carry-in service is available for most Covered Products. Return the Covered Products to a Best Buy store in the U.S. Service will be performed for you at the store or the store may send the Covered Product to another location. You will be notified when service is complete. It will be your responsibility to promptly retrieve the Covered Product.

11.1.2 In-home service. If in-home service is provided under the manufacturer's warranty for Covered Products that are major appliances, air conditioners, over-the-range microwaves and fitness equipment, then in-home service will be provided under this Plan. Also, in-home service will be provided for all TVs that are 42" and larger. We may attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service.

11.1.3 Mail-in service. Direct mail-in service is available for select Covered Products. If we determine that your Covered Product is eligible for mail-in service, we will send you prepaid way bills (and packaging material if necessary) and you will ship the Covered Product to a location in accordance with our



instructions. Once service is complete, we will return the Covered Product to you. We will pay for shipping to and from your location if you follow all instructions.

11.1.4 Express Replacement Service (“ERS”) or do-it-yourself (“DIY”) parts service. ERS is available for certain Covered Product products. DIY parts service is available for many Covered Product parts or accessories and this will allow you to service your own Covered Product. If ERS or DIY parts service is available, the following terms will apply.

- a) Service where we 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 may offer alternative arrangements for service, at our sole discretion. 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.
- b) Service where we do not require return of the replaced product or part. We will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.
- c) **We are not responsible for any labor costs you incur in respect to ERS or DIY parts service.** Should you require further assistance, you should contact us at 1-800GEEKSQUAD (1-800-433-5778).

11.2 International service. If you are outside of the U.S., you should contact the manufacturer to obtain the name of a manufacturer-authorized service center/depot and drop your Covered Product off to that servicer for service. If there is not a manufacturer-authorized servicer in that area, you should obtain service from a reputable service provider, if available. You are required to pay the relevant service provider for repairs and then submit the repair bill for our reimbursement. To be reimbursed for the service that has been completed and paid for by you, please go to www.BestBuy.com/BestBuyProtection-Intl. All reimbursements will be made in US currency only and, at our discretion, may be made with a store credit, gift card or check in an amount that shall not exceed the non-discounted Best Buy retail price, including taxes, of your Covered Product at the time you purchased it. Service will be limited to the options available in the country where you request service.

11.3 We reserve the right to change the method by which we may provide repair or replacement service to you, and your Covered Product’s eligibility to receive a particular method of service.

11.4 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 at any phone number that you provide us (including any mobile number) to schedule, provide support or service, update orders, follow up for feedback and inform you about other products/services. Inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). 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.

12. Your Responsibilities.

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- (i) You will provide a copy of your purchase, exchange, and service receipts, if requested.



- (ii) You will provide information about the symptoms and causes of the issues with the Covered Product.
- (iii) You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.
- (iv) You will follow instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions.
- (v) You will make sure to back up software and data residing on the Covered Product prior to obtaining service from us.
- (vi) You are responsible for delivering and picking up your Covered Product for carry-in service.
- (vii) You will be required to sign a service order disclaimer or other service order terms to obtain repairs or a replacement device. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
- (viii) 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.

13. Covered Products that are Leased to Own. Where the Covered Product was initially acquired under a Lease To Own ("LTO") Arrangement, any store credit, gift card or other cash settlement or refund will be paid to the owner of the Covered Product at the time the settlement is made. This will be the lessor if you have not yet acquired ownership of the Covered Product. In all other respects, the lessee will retain a beneficial interest in this Plan as it applies to the Covered Product under the LTO Arrangement and all non-cash benefits described herein that are relevant to the LTO Arrangement shall be rendered to the lessee. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the lessee under the LTO Arrangement and not the lessor.

14. Eligibility for Coverage; Transferring your Plan.

14.1 We will provide service in respect of the Covered Product to any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product.

14.2 It is not possible to transfer a Membership Plan. However, if you have a Monthly-Paid Plan and if ownership of the Covered Product has changed and/or the responsibility for such Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts, as well as any service repair receipts or exchange receipts, should be transferred to the new owner. You may call 1-800-GEEKSQUAD (1-800-433-5778) to transfer a Monthly-Paid Plan. In the case of an LTO Arrangement, the Plan will automatically be transferred from the lessor to the lessee upon the lessee's fulfillment of all terms of the LTO Arrangement, and such lessee will become the sole owner of the Plan.

15. Plan Changes. We may, at any time, revise these Terms including the price and applicable service fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Terms, you may cancel any Plan provided pursuant to these Terms without penalty. If you do not cancel a Plan within the Notice Period, your continued payment of monthly charges (if applicable) or request for service under a Plan after receiving notice of a change in these Terms, including with respect to a change



in price or service fees, will be deemed consent by you to be bound by such revised Terms. In any event, you may cancel a Plan at any time in accordance with Section 16.3. If we adopt any revision to these Terms that would broaden your Coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to any Plans in force.

16. Cancellation; Non-Renewal.

16.1 Cancellation by Us. A Plan may be cancelled by us for nonpayment and your Coverage will cease from the due date or renewal date if we are unable to charge your designated payment card for any reason for amounts due, including any fees due under your Membership or any monthly payment due for a Monthly-Paid Plan renewal, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date.

A Plan may also be cancelled by us for fraud, material misrepresentation or omission, a substantial breach of your contractual obligations under these Terms including those concerning the Covered Product or its use, or due to an unsafe work environment or conditions, as determined by us. In these cases, we will not be required to provide a written notice to you regarding the cancellation. We may also suspend our obligations under a Plan while a Non-Payment Event exists, including non-payment of fees due for your Membership, if applicable, or any other situation where we have a right to cancel a Plan (e.g., failing to send to us your defective device after we've given you a replacement product.)

16.2 At our discretion, we may elect to discontinue offering the Monthly-Paid Plan and therefore discontinue further renewals of a Monthly-Paid Plan at any time by giving you at least thirty (30) days' notice prior to such discontinuation or such notice period as may be required by law.

16.3 Cancellation by You.

- a) **There are no fees to cancel a Plan. You may cancel a Plan at any time, for any reason, by visiting the Plans & Subscriptions page while logged into your Account at <https://www.bestbuy.com/services/planlist>, or requesting cancellation in-person at any Best Buy store. You may also cancel a Plan at any time, for any reason, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us at:**

Best Buy Protection
ATTN: Cancellations
P.O. Box 9312
Minneapolis, MN 55440-9312

Cancellation does not require the use of more than one of these methods to be completed and will take effect immediately.

- b) **Cancellation of Membership during any Membership Coverage Period.** Your cancellation of Membership will also cancel all Membership Plans. If Membership is cancelled within the first sixty (60) days of its purchase, you will be entitled to a full refund of the portion of your Membership fee that was allocated to pay for protection plans except that a deduction can be made from such amount for the cost of any services received under Membership Plans during the then current Membership term. If Membership is cancelled following such sixty (60) day period, you will be given a pro-rated refund of the portion of your Membership fee that was allocated to pay for protection



plans based on the number of days remaining in the billing year beyond the cancellation date except that a deduction can be made from such amount for the cost of any services received under Membership Plans during the then current Membership term.

- c) Cancellation of a Monthly-Paid Plan. If you cancel a Monthly-Paid Plan within the first thirty (30) days of its purchase, you will receive a full refund except that a deduction can be made for the cost of any services received under the Monthly-Paid Plan. If you cancel a Monthly-Paid Plan more than thirty (30) days of its purchase, you will be given a pro-rated refund of the portion of the monthly fee you paid based on the number of days remaining in month beyond the cancellation date, except that a deduction can be made for the cost of any services received in the month of cancellation. It may take up to 60 days for the cancellation to be reflected on your credit card statement. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Monthly-Paid Plan and no cancellation refund will be provided.

16.4 Cancellation of a Monthly-Paid Plan Subject to LTO Arrangement. If a Monthly-Paid Plan is canceled for any reason as set forth herein, you acknowledge and agree that any refund due will be paid to the lessor/owner of the Covered Product at the time the refund is made, as provided in the LTO Arrangement section above.

17. Fulfillment of our Obligations. Our obligations will be fulfilled in their entirety in respect of a Covered Product if we (a) issue you a store credit, gift card or check as explained in Section 9(b); or (b) provide you with a new product as a replacement for your Covered Product as contemplated by Section 9(c).

18. 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.

19. LIMITATION OF LIABILITY.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT, INCIDENTAL 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 USE, OR LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN;

(II) FOR ANY SINGLE CLAIM (WHETHER WE DETERMINE, AT OUR SOLE DISCRETION PURSUANT TO SECTION 9 TO REPAIR, REPLACE OR ISSUE YOU STORE CREDIT OR A GIFT CARD), OUR LIABILITY SHALL NOT EXCEED THE NON-DISCOUNTED BEST BUY RETAIL PRICE OF YOUR COVERED PRODUCT AT THE TIME OF PURCHASE INCLUDING TAXES; PROVIDED THAT FOR ANY FOOD OR MEDICATION SPOILAGE CLAIM, OUR LIABILITY SHALL NOT EXCEED \$300; AND

(III) WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.



20. Bundled Products and Services Discounts. We may discount the price of any Plan or the price of merchandise or other services purchased together with a Plan as part of a bundled offer. If you purchased a Plan and received a discount on merchandise or other services purchased together with a Plan as a result of such a bundled offer and later return an item of purchased merchandise or cancel a service that was part of the bundled offer, any refund you are entitled to will be reduced by the value of the bundling discount received.

21. Home Warranty / Insurance. This Plan is not a home warranty or a contract of insurance. Our obligations under this service contract are backed by the full faith and credit of Best Buy Product Protection, Inc., except in the states of AZ, CA, CT, GA, IN, NM, OH, OK, UT and WI, where our obligations are secured by a contract liability insurance policy provided by American Bankers Insurance Company of Florida, which can be reached at 1-800-852-2244, and has a place of business at 11222 Quail Roost Drive, Miami Florida 33157-6596.

22. Privacy. It is our policy to respect the privacy of our customers. For information about our privacy practices, please visit bestbuy.com/privacy.

23. General.

23.1 Best Buy Product Protection, Inc. is the Obligor and Administrator of this Plan ("Best Buy"). Best Buy can be contacted by mail via its principle place of business located at 7601 Penn Avenue South, Richfield, MN or by calling 1-800-544-2083. Any references in these Terms to "Best Buy Stores" or "Geek Squad" shall mean Best Buy Stores, L.P., an affiliate of Best Buy. For Membership Plans, the words "you" and "your" refer to the individual that is the member of record under Membership. For Monthly-Paid Plans, "you" and "your" refer to the purchaser or transferee of the Monthly-Paid Plan. "You" and "your" shall also include the lessee, if the Covered Product was acquired under a rental or lease-purchase transaction ("LTO Arrangement").

23.2 These Terms and your purchase receipt or any confirmation email we send to you (which will contain 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 Stores, Geek Squad, Pacific Sales, Magnolia or any third-party seller have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify these Terms – either orally or in writing.

23.3 This Plan covers pre-existing conditions.

23.4 Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions and is not available where prohibited by law.

24. State-By-State Variations.

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section.

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of these Terms, and if no claim has been made during this period, the Plan is void and we shall refund to you the full purchase price of the Plan. 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. We will deny coverage for the reasons set forth in Section 8 (What's Not Covered) only if these situations occurred while you own the Covered Product. Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

California Residents: The Cancellation provision is amended as follows:

Cancellation of Membership during Membership Coverage Period. For all products other than home appliances and home electronic products, if Membership or a Membership Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms, 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. For home appliances and home electronics products, if Membership or a Membership Plan is cancelled: (a) within thirty (30) days of the receipt of these Terms, 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 pro rata refund, less the cost of any service received.

Cancellation of a Monthly-Paid Plan. For all products other than home appliances and home electronic products, if a **Monthly-Paid Plan** is cancelled: (a) within sixty (60) days of the receipt of these Terms, 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. For home appliances and home electronics products, if a Monthly-Paid Plan is cancelled: (a) within thirty (30) days of the receipt of these Terms, 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 pro rata refund, less the cost of any service received.

If the refund is not paid or credited to your account within thirty (30) days after we receive written notice of cancellation, the amount of the required refund or credit shall bear interest, payable to you, at the rate of 10 percent per annum for each additional 30 days or fraction thereof. For information about Best Buy's privacy practices please visit bestbuy.com/privacy. In addition to other cancellation methods set forth in this Plan, you may cancel this Plan at any time by emailing CACancel@bestbuy.com.

BBPP-BBP-1-2022 update as of 04-03-2022 for CA

Connecticut Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. Resolution of Disputes: If we are unable to resolve any disputes with you regarding this



Plan, you may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation. 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 Covered Product cannot be repaired or your Covered Product provides for replacement instead of repair, we will replace your Covered Product with a product of like kind and quality that is of comparable performance or reimburse you for the costs towards a replacement by issuing you a store credit, gift card or check, at our discretion, in an amount not to exceed the non-discounted Best Buy retail price, including taxes, of your Covered Product at the time you purchased it. 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 only to the extent such damages are known to you or reasonably should have been known to you. Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

Hawaii Residents: Any refund not made within forty-five (45) days shall include ten percent (10%) per month penalty. This Plan does not cover consequential damages. In the event we cancel this Plan, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation. Obligations of Best Buy under this service contract are backed by the full faith and credit of Best Buy Product Protection, Inc.

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).

Indiana Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.



Michigan Residents: If performance of the service contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

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 and you have not made a claim under this Plan, 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 the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (1) 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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; (4) you fail to pay any amount due; or (5) you are convicted of a crime which results in an increase in the service required under the service contract. 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. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. 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. If you are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

New Jersey Residents: You may cancel this Plan within twenty (20) days of the date the Plan was sent to you or within ten (10) days of your receipt of the Plan, or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and we shall provide you with the full purchase price or amount paid for the Plan by refund or credit to your account. A ten percent (10%) penalty per month, based upon the purchase price of this Plan, will be added to a refund that is not made within forty-five (45) days of cancellation of the Plan.

New Mexico Residents: This Plan is insured by American Bankers Insurance Company of Florida. If the Obligor fails to pay you or otherwise provide you with the covered service within 60 days of your



submission of a valid claim, you may submit your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

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, and if no claim has been made during this period, 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.

Ohio Residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. If we fail to perform or make payment due under the terms of the Plan within 60 days after you request performance or payment, you may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Plan in which we must refund you upon cancellation of the Plan.

Oklahoma Residents: The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract, however, obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

South Carolina Residents: You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel:1-800-768-3467.

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 and you have not made a claim under this Plan, 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 any claims paid and 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.

Utah Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. This Plan or warranty 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 Property and Casualty Guaranty Association. We can cancel this Plan during the first sixty (60) days, by mailing to you a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that we can also cancel this Plan during such time period for nonpayment of premium by mailing you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, we may cancel this Plan by mailing a cancellation notice to you at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material



misrepresentation; (b) substantial change in the risk assumed, unless you should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to you at your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. 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 twenty-four (24) hours after you report your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Plan will be considered if you can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

Vermont Residents: If no claim has been made under this Plan, you may return the Plan within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Plan.

Virginia Residents: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington Residents: This right to void the Plan is not transferable and applies only to the original Plan Purchaser. 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. 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.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after a claim has been filed with us or if we become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

(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, less any claims paid, if applicable. 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.

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.