



SERVICE AND REPLACEMENT PLAN TERMS AND CONDITIONS

QUEBEC

PART 1 - GENERAL PROVISIONS

Purchaser

Reference in this document to “You” and “Your” (whether or not capitalized) refer to the purchaser of Geek Squad Protection, or any permitted transferee. “Plan” means a Geek Squad Protection Service Plan or a Geek Squad Protection Replacement Plan, as shown on Your original invoice.

Agreement

You have elected to purchase the Plan for the price of the period of coverage You purchased (“Term”) and in respect of the product (“Product”) purchased from Best Buy Canada Ltd. (“Geek Squad”) at a Best Buy store, as shown on Your original invoice. By purchasing this Plan, You acknowledge that You have read and that You accept these Terms and Conditions. These Terms and Conditions may not be amended or modified. If any provision of this Plan is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions will not be affected or impaired.

Reference in this document to “We”, “Us” or “Our” (whether or not capitalized) refers to Assurant Services Canada Inc., the provider and administrator of this Plan.

Covered Products and Electronics Accessories

This Plan only covers products purchased at a Best Buy store for which You have paid the purchase price of the Plan. The Plan only covers products used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on Your original purchase invoice. Accessories and peripheral devices (“Accessories”) that are included with and form part of Your Product in the original manufacturer’s package are covered. Examples of Accessories may include external speakers, monitors, keyboards, mice, remote controls, and docking stations. Your original purchase invoice is required to obtain any services under the Plan.

Plan Purchase Price

The Plan purchase price payable is as shown on Your original invoice.

Manufacturer’s Warranty

This Plan complements but does not replace the manufacturer’s warranty or warranty obligations. Parts and services covered by the manufacturer’s warranty and warranty obligations are the responsibility of the manufacturer only. During the manufacturer’s warranty and warranty obligations period, please contact the manufacturer directly for all such claims. Should You contact Us for a problem covered by the manufacturer’s warranty or warranty obligations, You will be referred to the applicable manufacturer. During the term of the manufacturer’s warranty, the Plan provides certain additional services for which the manufacturer may not provide coverage. These additional services are set out below in Part 2.

Note: Additional services provided under this Plan prior to the expiry of the manufacturer’s warranty may void the manufacturer’s warranty. Please refer to the terms and conditions of Your Product’s manufacturer’s warranty for further details.

Customer Responsibility

Before providing Your Product for service or exchange, remove any confidential, proprietary or personal information, and removable media, such as CDs, DVDs or PC Cards. It is Your responsibility to back up the contents of Your hard drive(s) and remove any data from parts or products being returned, including any data You have stored or software You have installed. If You purchased a Geek Squad Protection Service Plan, in the course of service, it is possible that the contents of any hard drive or data storage component will be lost or reformatted. Your Product will be returned to You configured as originally purchased (subject to availability of software).

We will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product that is replaced or serviced by Us. The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives.

When sending Your Product to Us for exchange or to an authorized service facility as specified in these Terms and Conditions, You are responsible for properly packaging Your Product and it must be delivered in either its original packaging or packaging affording an equal degree of protection.

Duration of Plan

Access to services under the Plan commences on the later of:

1. the original Product and Plan purchase date; and
2. if Your Product is delivered to You at a later date, the date Your Product is delivered to You by a Geek Squad official delivery partner.

The Plan ends on the earlier of:

1. the date the Term of the Plan expires;
2. fulfillment of the Plan as outlined in Part 2; or
3. cancellation of the Plan under the section titled “Cancellation”.

No services as described in these Terms and Conditions will be provided under the Plan once ended.



Cancellation

At Our option, We will cancel the Plan on the basis of (a) Your fraud or misrepresentation; (b) Your commercial or rental use of the Product (except where permitted by a commercial Plan); (c) repair of a Product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; or (d) repair of a Product not performed by a certified and qualified technician authorized by Us after the manufacturer's warranty period.

You may cancel Your Plan for any reason at any time within the first thirty (30) days of purchase and receive a full refund of the Plan price. To receive Your refund, You must deliver the cancellation request along with this document and all original invoices to a Best Buy store.

You may cancel the Plan for any reason at any time after the first thirty (30) days of purchase by sending Your written cancellation request along with this document and the original invoice for the Plan purchase to Us by mail at Assurant, P.O. Box 7100, Kingston, Ontario K7L 5V4. You will be entitled to a pro-rated refund of any portion of the Plan purchase price already paid.

Transferable

The Plan is transferable with the Product. The Plan holder must have original documentation to receive services under the Plan.

Assignment

We may assign the Plan without Your consent and without notice to You. If We assign this Plan, the assignee(s) will assume all obligations to You under the Plan, We will be released of all obligations. You agree to look solely to the assignee for the performance of all obligations under Plan.

General Exclusions

The following are not covered by the Plan:

1. loss or theft;
2. exposure to weather, moisture and other environmental conditions;
3. negligence, misuse, abuse, or vandalism;
4. damage due to unauthorized repairs, improper installation, improper equipment modifications;
5. transportation damage (except damage incurred by authorized shipment of Product(s) to and from an authorized service);
6. accidental or intentional physical damage including spilled liquids;
7. pixel burnout not in accordance with the manufacturer's guidelines;
8. computer viruses or malware, software generated problems;
9. acts of nature or any other peril originating from outside of the Product;
10. software and data;
11. lost parts (remotes, knobs, or other similar parts) or consumable parts, including, but not limited to, light bulbs (including lamps and optical units), knobs, dials, rinse aids, filter, belts, cartridges, drums, end-user replaceable batteries, non-end-user replacement batteries for laptops, desktops, notebooks and netbooks, laptop power source batteries, and end-user replaceable print heads;
12. unauthorized servicing and transportation charges;
13. products with removed or altered serial numbers;
14. products used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;
15. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort. (*The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives*);
16. fees related to third party contracts;
17. personal items left in the Product;
18. "no problem found" or "no fault" type diagnosis and intermittent errors that cannot be reproduced; or
19. minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter functionality.

Limitations

1. **WE ARE NOT LIABLE TO YOU IF WE ARE UNABLE TO PERFORM OUR OBLIGATIONS HEREUNDER DUE TO EVENTS WE ARE UNABLE TO CONTROL, SUCH AS ACTS OF GOD.**
2. **OUR MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT TO BE SERVICED OR REPLACED UNDER THE PLAN.**

The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives.

Privacy Policy

We may collect, use, and share personal information provided by You to Us, and obtained from others with Your consent, or as required or permitted by law. We may use the information to serve You as a customer and communicate with You. We may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of Our privacy policy by calling 1-888-778-8023 or from Our website (www.assurant.ca/privacy-policy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call Us at the number listed above.

PART 2 - FEATURES OF YOUR PLAN

— GEEK SQUAD PROTECTION REPLACEMENT PLAN

The following are services provided for Best Buy customers who purchased the Geek Squad Protection Replacement Plan, as shown on the original invoice.

Assistance Services

During the Term of the Plan, You will have access to the following Product and Plan assistance services:

- 24-hour / 7-day per week bilingual French/English support.
- Management of Product replacement services, which entails:
 - Managing the technical assessment of Your defective Product
 - Provision of national access to and management of a free courier service to arrange for the pick-up of Your defective Product
 - Management of the gift card issuance process with Geek Squad, including arranging for authorization, activation and delivery of gift cards in replacement of defective products under the Plan

Mechanical Breakdown with Power Surge Protection

One time during the Term of the Plan, a Best Buy store credit or a gift card will be issued to You in replacement of a Product found to be defective due to mechanical breakdown as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage or suffers damage from a power surge occurring during the Term of the Plan. The store credit or gift card will be equal to the original purchase price of the defective Product, including applicable taxes.

Note: If Your Product is found to be defective due to mechanical breakdown as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage occurring during the period of the manufacturer's warranty, You may choose to exercise Your rights under the Plan instead of under the manufacturer's warranty. Upon issuance of a store credit or gift card as described above, the Plan will be deemed fulfilled and will not apply to any replacement product purchased with the store credit or gift card.

— GEEK SQUAD PROTECTION SERVICE PLAN —

The following are services provided for Best Buy customers who purchased the Geek Squad Protection Service Plan, as shown on the original invoice.

Assistance Services

During the Term of the Plan, You will have access to the following Product and Plan assistance services:

- 24-hour / 7-day per week bilingual French/English support.
- Management and provision of access to the Assurant Certified Service Network, which entails:
 - Identification of and dispatch of a screened technician who is qualified to provide technical assessment and/or repair services for Your Product.
 - Full diagnostic of covered products to determine source of defect.
 - Management of the repair process and delivery of services, as well as providing a single point of contact for You throughout the repair experience (i.e. mitigate service or scheduling conflicts with technicians).
 - Monitoring and enforcement of service standards to ensure quality of service by Our service centres and technicians.
 - Once We receive a service request from You, Our technicians will contact You within four hours.

Certified Service Network

We ensure quality service delivery throughout North America with a network of certified service technicians to support the Canadian marketplace. We can support service for all products and manufacturers in all cities across the country. We constantly monitor the quality of service that is received by customers. Additionally, We require that all service repair centres maintain 1) suitable repair facilities in accordance with good business practices, and 2) appropriate licensing in compliance with applicable local, provincial and federal laws that pertain to repair centre businesses.

Telephone Technical Hardware & Software Support

Telephone technical support is available only on desktop and laptop computers covered by an In-home/ Courier Service option. Our technical service representative will assist You on the telephone to determine what technical difficulties may exist with software applications that are preloaded on Your new CPU from the original manufacturer. To the extent that the technical service representative's diagnosis confirms a hardware failure, We will assist You in arranging service for Your Product. We do not support customized or proprietary software, applications that were installed after Your original Product purchase, or software errors that confirm improperly functioning or defective software. Additionally, the Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

Product Specific Services

1. pixel burnout coverage based upon manufacturer's guidelines;
2. removal of Your car audio Product for service if originally installed by a Best Buy technician, and reinstallation of Your car audio Product in the same vehicle;
3. repair of blown speaker components not due to intentional abuse or misuse for speakers covered under this Plan;
4. an allowance of up to \$300 for food spoilage per service repair for refrigerators and freezers. Food spoilage covers perishable items only and claims must be verified by an authorized service technician. You will be required to provide a copy of the invoice detailing the replacements goods.
5. a reimbursement of up to \$50 for laundry cleaning services per service repair for washers and dryers if Your Product is out of service for more than seven (7) consecutive days. You will be required to submit an itemized list for each laundry reimbursement claim.

In-home/Courier Service

In-home/Courier Service is included in all Plans purchased for projection TVs, plasma TVs and LCD TVs larger than 27", major appliances and over-the-range microwaves. In-home/Courier Service is an upgrade option for desktop computer/monitor packages and laptop computers. Where In-home/Courier Service is an upgrade option, such service must be noted on the original purchase invoice to be eligible. Our certified service technician will attempt to complete repairs at Your address. You must provide a safe, non-threatening environment and Your Product must be accessible as determined solely by the certified service technician in order to receive In-home/Courier Service. After inspection and assessment by the certified service technician, due to the nature of some repairs, We may arrange for Your Product to be transported or shipped to an authorized service centre to complete the repair. We will pay for the shipping charges, if any.

If the fault diagnosis determines the problem is related to an Accessory, then a replacement may be mailed to You for self-installation. We may request that You first deliver the defective Accessory to a Best Buy store.

You may be required to ship Your Product to an authorized service centre for repair if You live beyond a 60km radius of an authorized service centre or if an authorized service centre is not available in Your area. If We are unable to arrange for In-home/ Courier Service or commercially reasonable shipping charges to an authorized service centre location, We will refund the purchase price of Your Plan, or You may take Your Product to an authorized service centre on a carry-in basis.

The In-home/Courier Service does not apply to repair services that are performed outside of Canada.

Mechanical Breakdown with Power Surge Protection

If Your Product suffers mechanical breakdown as a result of manufacturer's defects in materials and workmanship not covered by the manufacturer's warranty or suffers damage from a power surge occurring during the Term of the Plan, We will repair Your Product through Our Certified Service Network in order to restore Your Product to normal operating condition. Repairs include labour and replacement parts costs. Repairs due to power surge will be provided from the Effective Date (hardware only).

Replacement parts cover may be restricted to refurbished or non-original manufacturer's parts where available and that perform to the manufacturer's specifications for the Product.

At Our option, as opposed to repairing Your Product, We may choose to replace it with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or at Our sole discretion, You may be issued a store credit for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower retail price than the original Product. If We issue a store credit or replace a Product after the date of expiry of the manufacturer's warranty and during the Term of this Plan, the Plan will be deemed fulfilled and will not apply to any replacement product provided by Us to You or purchased by You with the store credit.

Replacement Policy

If a repair through Our Certified Service Network takes longer than sixty (60) days to complete, We will replace Your Product with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or at Our sole discretion, We You may be issued a store credit for the current replacement value, not to exceed the original purchase price. The 60-day service period begins when the Product arrives at a Best Buy store or an authorized service location and ends when the repaired Product is made available to You for pick up. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not apply to any replacement product provided by Us to You or purchased by You with the store credit.

This service does not apply to maintenance checks, cleanings, customer education, repairs or replacements of Accessories including but not limited to remotes, docking stations, or other similar parts, or any repairs performed outside Canada.

No Lemon Policy

During the Term of the Plan, if Your Product is repaired three times through Our Certified Service Network, and the Product then requires a fourth covered repair, as diagnosed by an authorized technician, We will replace the Product with a product of similar features and functionality, though not necessarily of the same brand, or at our sole discretion, You may be issued a store credit for the current replacement value, not to exceed the original purchase price. You must return the original Product and purchase invoices along with the authorized service repair invoices from the three prior separate service repair incidents to qualify for a replacement under the No Lemon Policy. One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not apply to any replacement product provided by Us to You or purchased by You with the store credit.

No Lemon Policy does not apply to repair services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as maintenance checks, cleanings, customer education; (c) replacement or repair of Accessories; (d) reloading or servicing software; or (e) are performed outside Canada.

International Coverage

If You require international coverage and have obtained a repair authorization number from Us prior to repair work being done, You will be reimbursed for any authorized charges paid by You to the service provider.

International Coverage does not include In-home/Courier Service, No Lemon Policy, or the Replacement Policy.

Workmanship Guarantee

The quality of workmanship by repair technicians under Our Certified Service Network is guaranteed for 90 days.

PART 3 - HOW TO REQUEST SERVICES

— TO REQUEST SERVICES FOR GEEK SQUAD PROTECTION REPLACEMENT PLAN —

To arrange for service, please visit Our self-service portal at www.geeksquad.ca/protection to register Your Plan, file a service request, and check the status of Your request. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States.

Do not return Your Product to the store. Be sure You have the original purchase invoice available so that Your service request can be processed. A return authorization number will be issued along with complete instructions, a mailing label and prepaid postage for You to ship Your defective Product.

— TO REQUEST SERVICE FOR GEEK SQUAD PROTECTION SERVICE PLAN —

To arrange for service, please visit Our self-service portal at www.geeksquad.ca/protection to register Your Plan, file a service request, and check the status of Your request. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States. During the initial call, We will attempt to clarify the problem or identify technical reason(s) for the fault. For Your convenience, We may request that You perform simple tasks with Our assistance by telephone support.

All repairs completed under this Plan, except those noted in the 'In-home/Courier Service' section in Part 2, will be performed at an authorized service centre on a carry-in basis only.

For In-home/Courier Service repairs, if it determined during the initial call that In-home Service is required, Our certified service technician will contact You to schedule a service appointment.

International Coverage: International coverage is available on a limited basis. Call 1-800-GEEKSQUAD (1-800-433-5778) toll-free within Canada and the United States or 1-613-634-4908 outside Canada and the United States to obtain detailed instructions on how to request service. Once You receive authorization to proceed, if applicable, a repair estimate from a local repair centre and a repair authorization number issued by Us will be required prior to any work being done. You are responsible to pay the service provider for the authorized repair. You will then be reimbursed any authorized charges You paid to the service provider.

You have specifically requested the English version of this Plan. A French version is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan. La version française est disponible sur demande.

End of Terms and Conditions