

Gift Card Purchase Terms and Conditions

- 1. General:** These terms and conditions, any attached invoice ("Invoice"), and any documents referred to herein (collectively, the "Agreement"), constitute the entire agreement of Best Buy Canada Ltd. ("Best Buy" or "we" or "us") to sell to the purchaser ("Purchaser" or "you"), and Purchaser to purchase from Best Buy, the gift cards (the "Gift Cards") issued by Best Buy. Purchaser accepts the terms of this Agreement by making a purchase from or placing an order with Best Buy for the Gift Cards. Except in those instances where Best Buy and Purchaser enter into a separate written contract for the purchase of products providing for separate terms of sale, this Agreement will apply. THESE TERMS ARE LIMITED TO THOSE CONTAINED HEREIN. BEST BUY REJECTS AND WILL NOT OTHERWISE BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORM DELIVERED BY YOU TO BEST BUY, WHETHER ORAL, WRITTEN, ELECTRONIC OR IMPLIED.
- 2. Gift Cards:** Gift Cards are redeemable for any merchandise sold at Best Buy stores in Canada or online at www.bestbuy.ca. If Purchaser suspects that its Gift Card(s) have been lost or stolen, contact giftcards@bestbuycanada.ca immediately. Purchaser may not use Gift Cards to purchase other Gift Cards. Gift Cards cannot be reloaded, resold, transferred for value, or redeemed for cash, except to the extent required by law, and shall be void if reloaded, resold, transferred for value, or redeemed for cash. Unused Gift Cards may not be transferred. Purchaser may contact giftcards@bestbuycanada.ca for assistance regarding purchase, ownership, or use of the Gift Cards. Please reference the applicable order number in the email.
- 3. Discount:** The amount of discount is determined by evaluating the cumulative sales of Corporate Gift Cards throughout the calendar year:

Volume Range	Discount %
\$20,000 - \$49,999	1
\$50,000-\$99,999	1.5
\$100,000-\$499,999	2
\$500,000-\$999,999	2.5
> \$1,000,000	3

Eligibility for an annual discount is assessed at the beginning of the subsequent year. Communication will be sent upon completion of the review to confirm the discount rate at the start of a new year.

- 4. Order Limitation; Cancellation:** After you place an order, we may verify the information you provide to us by verifying your method of payment or shipping address. Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the e-mail address you provide to us. If we cancel an order or part of an order that we've already charged you for, we will refund you the full amount of the canceled portion of the order. All orders are subject to availability. No cancellations are permitted, unless such request is made prior to shipment.
- 5. Payment Terms:** Payment for the Gift Cards purchased pursuant to this Agreement will be due by Purchaser based on the terms contained in the Invoice. Payment for Gift Cards is COD. Interest charges will be applied on all overdue accounts. Best Buy will accept payment via wire transfer. Unless otherwise expressly stated in this Agreement, the price stipulated by Best Buy may be increased or decreased by the amounts of any increase affecting the cost of Gift Cards due to circumstances beyond the control of Best Buy between the date of quotation and the date of delivery.
- 6. Taxes:** All applicable taxes are payable by Purchaser. Unless otherwise stated, the purchase price does not include sales, use, possessory interest, excise or similar taxes or charges. Purchaser is responsible for payment for blank media or other government or industry mandated levies or fees and all environmental stewardship, deposit, packaging and waste levies and similar requirements.
- 7. Shipment of Goods:** Except as otherwise agreed to by the parties, all shipping/delivery costs will be borne by Purchaser. Partial delivery or delivery in instalments will be permitted unless parties agree otherwise. All expenses, including but not limited to detention, accessorial, offloading, customs, taxes, duties, etc. will be borne by Purchaser. Best Buy is not liable for delays in shipment or failure to ship by the estimated ship date.
- 8. Risk and Title:** Best Buy will be responsible for Gift Card shipments until time of delivery to Purchaser. Purchaser assumes all risk of loss of Gift Card upon Best Buy's delivery of Gift Card to Purchaser's designated address. Notwithstanding this allocation of risk of loss, the Gift Card remains subject to Best Buy's right to reclaim and stop the Gift Card in transit, and will remain the sole and absolute property of Best Buy until Purchaser has paid in full the agreed price thereof and all other sums due from Purchaser to Best Buy whether under this Agreement or otherwise (including any interest and costs thereon). Notwithstanding such retention of title, Best Buy will be entitled to maintain an action for the price of the Gift Card as soon as payment falls due.
- 9. Repossession:** If payment for the Gift Cards supplied under this Agreement is overdue, in whole or in part, Best Buy may (without prejudice to any other rights) retake possession and/or resell the Gift Cards, the title of which it has retained and Purchaser hereby irrevocably gives Best Buy, its agents and employees, leave and license without the necessity of giving any notice to enter on and into any premises occupied by Purchaser to repossess the Gift Cards supplied without in any way being liable to Purchaser or any person claiming through Purchaser for any damage which may thereby be

caused to those hereunder whether relating to the repossession, storage or resale of the Gift Cards supplied (including legal costs as between solicitors and own clients). Nothing in this clause will be construed as allowing Purchaser to return the Gift Cards supplied or any one of them because they are surplus to requirements for non-payment or for any other reason whatsoever.

- 10. Security:** Purchaser grants to Best Buy a purchase money security interest under the Personal Property Security Act (or applicable equivalent legislation) in the Gift Cards and all additions and replacements thereto and the proceeds thereof, to secure payment for the Gift Cards. Purchaser will promptly execute, upon request of Best Buy, any financial statements, continuation statements and like documents and to take any other action deemed necessary or desirable by Best Buy in order to perfect Best Buy's security interest hereunder. Purchaser hereby appoints Best Buy its attorney-in-fact to prepare, sign and file for Purchaser, in Purchaser's name, any such documents. Purchaser agrees to do all acts necessary to perfect and maintain such rights and title in Best Buy, including, without limitation, to advise subsequent purchasers (if permitted) as to Best Buy's lien if requested in writing by Best Buy. Purchaser shall not deplete the balance on the Gift Cards and keep the Gift Cards in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the use of the Gift Cards.
- 11. Financial Information:** Upon request, Purchaser will promptly give Best Buy accurate financial statements. Best Buy has the right to investigate Purchaser's business credit history. Purchaser authorizes Best Buy to furnish credit and other financial information to credit reporting agencies and others who may lawfully receive the information including our affiliates.
- 12. Acceptance:** Acceptance of the Gift Card by Purchaser or Purchaser's shipper/courier at place of shipping will be deemed acceptance of the Gift Card by Purchaser.
- 13. Corporate Purchase:** If you are purchasing for your own purposes (and not as a reseller for which the terms in Sections 13 and 14 to this Agreement apply instead), you may (i) only distribute Gift Cards as part of an employee or customer incentive, loyalty, rewards, recognition, or gifting program in Canada (each an "Incentives Program"); (ii) not purchase or distribute more than two thousand dollars (\$2,000) of Gift Cards to any person in one day; and (iii) not allow Gift Cards to be resold or transferred for monetary value, unless otherwise authorized in writing by an authorized officer of Best Buy. Bulk purchases for consumers are not accepted. Best Buy reserves the right to audit your compliance with these terms. Best Buy reserves the right, in its sole discretion, to reject orders or distribution of Gift Cards in any location, at any time, in any manner, and by any individual or entity.

If you would like to purchase and (i) distribute more than \$2,000 of Gift Cards to any person in one day, (ii) distribute the Gift Cards for more than an Incentives Program, or (iii) resell or otherwise transfer Gift Cards for monetary value, please contact Best Buy at giftcards@bestbuycanada.ca. In the event you are granted authorization for these restricted uses, you may be required to sign an additional agreement with Best Buy.
- 14. Unauthorized Resellers:** To protect our brand reputation, our vendor relationships and our commitments to the Best Buy enterprise, Best Buy will not sell products to unauthorized resellers for the sole purpose of reselling at any time. Purchaser warrants that it will not market, resell or use Gift Cards other than as expressly permitted under this Agreement.
- 15. Additional Reseller Terms:** Purchaser may not purchase Gift Cards for the purpose of resale except with the express written consent of Best Buy. In the event that Best Buy permits resale of the Gift Cards, then the following additional terms and conditions will apply:
 - (a) Where Purchaser resells the Gift Cards before title thereto has passed, Purchaser will sell as agent for Best Buy pending payment of all sums due to Best Buy hereinafter or under any other contract with Best Buy and will keep the proceeds of sale (less Purchaser's profit margin) in a separate account, not using the same and holding the same on trust for Best Buy and be immediately payable to Best Buy. Notwithstanding any provisions of this sub-clause vis-a- vis a third party, Purchaser will sell only as a principal.
 - (b) Purchaser and its employees or agents will not alter the Gift Cards nor any packaging. Purchaser and its employees or agents do not have any right to make any other warranties or promises for the use of the Gift Cards that are not contained in the written warranty document accompanying such Gift Cards. Purchaser will ensure that its distribution and retail sale of the Gift Cards complies with any and all applicable laws and regulations. Best Buy makes no warranties as to items distributed under a third party name, copyright, trademark or trade name which may be incorporated within the retail packaging of the Gift Cards.
 - (c) Any permitted resale or distribution by Purchaser to another entity or end user must include the Gift Card terms set out in Schedule A, unless other terms are provided by Best Buy.
- 16. Representations:** Purchaser represents and warrants to Best Buy that: (1) it is: (a) a valid business entity in good standing under the laws of the jurisdiction of its organization; or (b) a qualified religious, educational or other non-profit entity; or (c) a government agency or instrumentality; (2) this Agreement is executed by a duly authorized representative of Purchaser; (3) Purchaser will comply with all applicable laws in connection with its purchase, use and distribution of the Gift Cards, and other activities connected with the Gift Cards, including laws regarding advertising, contests, privacy and anti-spam; and (4) purchases are not subject to statutes governing consumer protection laws for products purchased or credit granted for personal, family or household purposes.
- 17. Disclaimers and Limitations of Liability:** EXCEPT AS EXPRESSLY STATED HEREIN, BEST BUY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE GIFT CARDS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PURCHASER EXPRESSLY AGREES THAT USE OF THE GIFT CARDS IS AT PURCHASER'S SOLE RISK. THE GIFT CARDS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PURCHASER FROM BEST BUY 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.

PURCHASER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BEST BUY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF BUSINESS INVESTMENT OR OTHER SUCH DAMAGES ATTRIBUTABLE TO PURCHASER'S USE OF THE GIFT CARDS PURCHASED HEREUNDER, HOWEVER

CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, TERMINATION, NEGLIGENCE, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PURCHASER AFFIRMATIVELY RELEASES BEST BUY, ITS AFFILIATES AND PARENT COMPANIES FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE RESULTING FROM ANY AND ALL CLAIMS RELATING TO THE GIFT CARDS. IF A COURT OF COMPETENT JURISDICTION FINDS THAT BEST BUY IS LIABLE FOR DAMAGES, SUCH DAMAGES SHALL BE LIMITED TO NO MORE THAN THE TOTAL AMOUNT BEST BUY CHARGED PURCHASER FOR THE GIFT CARDS.

Best Buy will not be responsible for delays in delivery of Gift Cards due to circumstances beyond its reasonable control including, but not limited to, acts of God, military operation, catastrophic events directly related to terrorist activity, national emergency, fire, flood, product unavailability, carrier delays, labor disruptions, or acts or laws of any government or agency. Any shipping dates or completion dates provided by Best Buy are estimates only.

- 18. Indemnification:** Purchaser agrees to indemnify, defend and hold harmless Best Buy (and its affiliates, parent companies and their respective officers, directors, employees and agents) from and against any and all third party losses, costs, obligations, liabilities, damages, actions, suits, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses (including, but not limited to, cost of defense, settlement, and reasonable legal fees) arising from Purchaser's: (i) breach of this Agreement; (ii) failure to comply with applicable laws, regulations or ordinances; or (iii) gross negligence or willful misconduct in connection with its performance under this Agreement.
- 19. Term:** This Agreement shall become effective on the date of placement of order and shall remain in effect unless and until it is terminated in accordance with the provisions of this Agreement.
- 20. Termination:** If Purchaser fails to make any payment to Best Buy when due, Best Buy may immediately terminate the Agreement by notice to Purchaser. This Agreement shall also terminate immediately upon the insolvency, bankruptcy or receivership of Purchaser. Termination of this Agreement shall be in addition to any other rights which Best Buy may have for breach. Further this Agreement may be terminated by Best Buy, or Purchaser, for any reason with or without cause, upon thirty (30) days advance written notice. Any payment and indemnification obligations hereunder, as well as any other provision which expressly or by its nature survives termination or expiration shall remain in effect notwithstanding such termination. Best Buy's obligations hereunder will terminate immediately and any charges due to Best Buy will become immediately due and payable in the event that Purchaser makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Purchaser under any law having for its purpose the adjudication of Purchaser a bankrupt or the reorganization of Purchaser. In the event of default, Best Buy may demand the entire unpaid balance be paid immediately. If Purchaser is in default and Purchaser will be responsible for our collection costs, including court costs and reasonable legal fees, when and as permitted by applicable law.
- 21. Trademarks and Trade Names:** The Best Buy logos and other trademarks are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Best Buy and may not be reproduced, copied, altered or manipulated in any manner without the express, written approval of the trademark owner. Purchaser shall in no way alter any Best Buy or other trademark or trade name appearing on the Gift Cards sold to Purchaser. Purchaser shall have no authority to use such trademarks or trade names on stationery, advertising or displays, or in its company name or in any other fashion whatsoever, unless the written approval of Best Buy is obtained in advance of such use, provided that any such use, if approved, shall in no way bestow any rights to such trademarks or trade names upon Purchaser other than revocable license to use same until revoked by Best Buy. In no event shall Purchaser use said trademarks or trade names after the termination of this Agreement. Purchaser shall not affix any trademark or trade name to the Gift Cards or other merchandise supplied to Purchaser and shall not modify or alter the Gift Cards without the prior written approval and consent of Best Buy.
- 22. Contests and Promotions:** If you distribute Gift Cards by way of a contest, giveaway, promotion, sweepstakes or similar activity ("Contest"), you must comply with the applicable requirements of the Canadian Competition Act, Criminal Code, consumer protection legislation, gaming and lottery legislation, and all other applicable law. Your Contest rules must be clearly communicated to consumers and must disclaim any association or affiliation with Best Buy Canada Ltd. and its affiliates. All Contest communications must include the following: "This Contest is in no way sponsored, endorsed, administered by, or affiliated with, Best Buy Canada Ltd. or its related entities."
- 23. Confidentiality:** "Confidential Information" includes, but is not limited to, (i) the following information about any client: name; address; phone number; email address; credit card number; driver's license number; social security number; birth date; demographics; transactional activity; digital content; website activity; store activity (collectively "client information"); (ii) any information provided hereunder related to Best Buy trademarks, links and related promotions; (iii) business plans, processes and data; (iv) planned and future products and promotions; and (v) any information designated as confidential. Purchaser agrees that it shall not disclose Best Buy's Confidential Information to any third party, either directly or indirectly, without the express written consent of Best Buy, provided that Purchaser may disclose to its employees and agents as may be necessary to perform its obligations hereunder. Purchaser shall protect the Confidential Information of Best Buy with a level of care equal to that used to protect its own Confidential Information, but in no event less than reasonable care. Confidential Information shall not include information that: (i) Purchaser can establish was known by it; (ii) was lawfully obtained from a third party, free of any obligation of confidence; (iii) was independently developed by Purchaser without any reliance on the Confidential Information of Best Buy; (iv) is or becomes publicly known through no wrongful act of Purchaser; or (v) is required to be disclosed pursuant to applicable legal and/or regulatory requirements. Purchaser agrees to hold Best Buy's Confidential Information confidential for a period of two years following the date of disclosure.
- 24. Governing Law:** This Agreement will be governed, construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the Courts of British Columbia sitting in Vancouver, British

Columbia. This Section will not be construed to limit a party's access to injunction or other equitable or mandatory injunctive relief in any other jurisdiction or affect the rights of a party to enforce a judgment or award outside of the Province of British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

- 25. Privacy:** Any personal information provided by Purchaser to Best Buy will be governed by Best Buy Privacy Policy the full text of which can be reviewed at www.bestbuy.ca. Our Privacy Policy may change from time to time without any notice to you or any other person. By accepting these terms, you consent to the collection, use and disclosure of your personal information by us in accordance with the privacy policy as it then reads.
- 26. No Relationship:** Nothing in this Agreement will be deemed to create or constitute a partnership, joint venture, franchise, or contract of employment between the parties.

SCHEDULE A

Gift Card terms to be included with distribution or permitted resale by Purchaser to ultimate end user:

"Redeemable in any Best Buy store in Canada or online at BestBuy.ca where available for merchandise or services, including some Geek Squad related services. No expiration date; no fees. Not redeemable for cash or gift cards. Lost, stolen or damaged Gift Cards replaced only with valid proof of purchase to extent of remaining Card balance. Not valid as payment on a Best Buy credit card. Not a credit or debit card. Check Gift Card balance online at BestBuy.ca or call 1-866-787-7991. Must have Gift Card number available. Subject to the terms and conditions found at www.bestbuy.ca including a pre-designated dispute resolution process. See BestBuy.ca for full details. Terms subject to change without notice. All terms enforced except where prohibited by law. This card is issued by Best Buy Canada Ltd."

If Purchaser is hosting, organizing or promoting a Contest and the Gift Cards are a prize, then the following terms must also be included:

"This Contest is in no way sponsored, endorsed, administered by, or affiliated with, Best Buy Canada Ltd. or its related entities."