

**BEST BUY**  
**Membership**

# MONTHLY SUBSCRIPTION

## Terms and Conditions

Effective August 30, 2022



# Monthly Subscription Terms and Conditions

**Version 1.0**

**Effective August 30, 2022**

Access the latest laptops and tablets with full Geek Squad support and repair services and members-only discounts. When you buy a Monthly Subscription you'll only pay for a portion of your qualifying device's purchase price in 24 equal payments with a Fairstone financing plan. When your plan ends, you can choose to pay off the remaining device balance<sup>1</sup> and keep your device, or return it to us and receive its guaranteed value<sup>2</sup>.

## Definitions

**"Best Buy"** refers to Best Buy Canada Ltd., which operates its Best Buy division.

**"Device"** refers to the Qualifying Product purchased under a Monthly Subscription Plan.

**"Fairstone Balance"** refers to the amount owing on your Fairstone account relating to your Monthly Subscription.

**"Plan"** refers to the Monthly Subscription Plan.

**"Qualifying Products"** means products that Best Buy offers under a Monthly Subscription Plan as updated from time to time.

**"Registration Date"** refers to the date of purchase.

**"Residual Value"** refers to the projected value of the Device at the end of the 24-month Subscription Term.

**"Subscription Term"** refers to the duration of your Monthly Subscription Plan.

**"You"** refers to the registered Monthly Subscription Plan holder.

## Enrollment

- Your Monthly Subscription Plan must be purchased with a Best Buy Financing account on a 24-month financing Subscription Term (credit provided by Fairstone Financing). Fairstone Financing Terms and Conditions apply. The Fairstone Monthly Subscription Plan is a financed purchase plan, not a lease.
- You must maintain your Best Buy Financing account in good standing with Fairstone for the duration of your Subscription Term.
- Participation in the Monthly Subscription Plan requires the purchase or continuation of a Best Buy Membership and Best Buy Protection Plan for the duration of the Subscription Term.
- Failure to maintain your Best Buy Membership and Best Buy Protection for the duration of the Subscription Term will void the guaranteed end-of-term Residual Value.
- Products available for Monthly Subscription are limited to Qualifying Products.

## Residual Value

- If you meet all the Monthly Subscription Plan requirements and you return the Device to Best Buy in acceptable trade-in condition (see requirements set out in Schedule A below), Best Buy will guarantee the trade in value is at least equal to the Residual Value.

<sup>1</sup>The projected value of the Device at the end of the 24-months. This is the Device Residual Value.

<sup>2</sup>The guaranteed value is subject to meeting the program requirements set out in these Terms and Conditions

- If you do not meet the requirements of the Monthly Subscription Plan or your Device is not in acceptable trade-in condition, you may still be able to trade in your Device in accordance with the requirements of Best Buy's standard trade-in program terms. See in store for details.

## Definitions

- The total financing cost of a Monthly Subscription Plan includes the Device purchase price, the Device Residual Value, 24 months of Best Buy Membership, and 24 months of Best Buy Protection (including Device taxes and fees). There are no financing administration fees.
- Your monthly payments ("Monthly Payment") will be based on the total financing cost less the Residual Value. If you make all Monthly Payments on time for the Monthly Subscription Plan then the Fairstone Balance remaining at the end of 24 months will be equal to the Residual Value.
- You will be required to pay the applicable Monthly Payment amount until the Monthly Subscription Plan ends or is cancelled as set forth in these Terms and Conditions.
- You authorize Best Buy or its agent to charge your Fairstone financing account at the time of registration for the Monthly Subscription Plan.
- After all Monthly Subscription Plan payments are paid, you can choose to pay the Fairstone Balance if you want to keep the Device.

## Cancellation

### By You:

- You may return or exchange the Device and cancel the Monthly Subscription Plan with no penalty to you within the first thirty (30) days following your purchase of the Device.
- You may not return or exchange the Device after 30 days from your purchase.
- After the first thirty (30) days of your registration for the Monthly Subscription Plan, you may cancel your Plan for any reason at any time, provided, however, that cancellation of the Monthly Subscription Plan will not terminate your agreement with Fairstone or release you from any obligations to pay the Fairstone Balance. Cancellation will void your right to receive the guaranteed Residual Value for your Device. Contact Best Buy at 1-866-BESTBUY for any cancellation requests. Following cancellation of the Monthly Subscription Plan you may be eligible for a refund under the Best Buy Protection Plan or the Best Buy Membership Program as provided in the terms thereof.

### By Best Buy:

- Best Buy may cancel your Monthly Subscription Plan without advance written notice, unless otherwise prohibited by law, if you are in breach of any of these Terms and Conditions, or the terms and conditions of the Best Buy Protection Plan, the Best Buy Membership Program or your Fairstone financing agreement. Termination will forfeit any right you may have to the guaranteed Residual Value and the Fairstone Balance will remain due and payable.
- In the event the Monthly Subscription Plan is cancelled by Best Buy for any other reason than as set out above, Best Buy will honour your right to return the device for its guaranteed Residual Value provided your device meets the guaranteed Residual Value requirements set out at Schedule A below. The Fairstone Balance will remain due and payable.

## End of Subscription

- At the end of the Subscription Term you may choose to:
  - Pay any remaining Fairstone Balance and **keep** the Device.
  - **Return** the originally purchased Device and receive the trade-in value that will be used to pay down or pay off any remaining Fairstone Balance; or,
  - **Return** the originally purchased Device (as per Return above) and start a new subscription, if available, subject to the then current Monthly Subscription Plan terms.

## Limitations

- Enrollment in a Monthly Subscription Plan is limited to individuals or sole proprietor businesses with 5 employees or less. Monthly Subscription Plans are not currently available to incorporated companies or partnerships.
- Subscribers must have reached the age of majority in the province or territory where they reside, to register for a Monthly Subscription Plan.

## General

- Your Monthly Subscription Plan purchase invoice and these Terms and Conditions, and the terms and conditions of any programs referred to herein, contain the entire agreement between you and Best Buy and supersede all prior written or oral negotiations, understandings and agreements concerning the subject matter of the agreement (the "Contract").
- No amendment or modification of the Contract by you will be binding on Best Buy without the written agreement of Best Buy.
- This Contract will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein except where prohibited by law. If any term of this Contract is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.
- CHANGING OUR AGREEMENT: Subject to notice requirements and limitations of applicable law, we may change these Terms and Conditions at any time, and the new terms will take effect on the day we specify at [www.bestbuy.ca/monthlysubscription](http://www.bestbuy.ca/monthlysubscription), by email or by such other method as advised by notice to you.
- Best Buy may cancel the Monthly Subscription Plan program at any time without reason or notice. Cancellation will not affect existing Monthly Subscription Plans except: (a) as provided herein; and (b) with respect to your ability to enter into a new Monthly Subscription Plan at the end of the Subscription Term.

If you have any questions about this Monthly Subscription Plan, please visit a participating Best Buy store in Canada during normal store hours, or chat with an Online Support Agent at [www.bestbuy.ca/connectnow](http://www.bestbuy.ca/connectnow).

## **SCHEDULE A**

### **Guaranteed Residual Value Trade-In Requirements**

At the end of a Monthly Subscription Term, your Device will be eligible for Trade-In\* for its guaranteed Residual Value if the following conditions are met:

- a. Any Device lock functionality must be removed, such as, Apple's Find-My-iPhone or Android Lock.
- b. The make, model, and IMEI or Serial Number must be visible and match the one on the original contract/receipt\*\*.
- c. The Device must be fully restored to a factory state.
- d. The Device must not have any unauthorized software modifications, such as, jailbroken or rooted operating systems.
- e. The LCD/LED/OLED display must function correctly. The factory-supplied display must not have any dead spots, burn in, bruises, cracks, or impact damage.
- f. The Device must not have any physical user-customization, including (but not limited to): paint, stickers/wraps, or engravings.
- g. The Device must be fully functional and the factory-supplied battery must hold a charge (if Device has a battery). The device must pass core functionality tests, including (but not limited to): power and home buttons; display, charging, data, and video/data ports; display; keyboard; trackpad; camera(s); power cables/adaptor; remote control.
- h. The Device must not have any apparent physical damage, including (but not limited to): breaks, cracks, punctures, bending, dents, missing parts, missing accessories, or liquid damage.
- i. The Device must not have received any unauthorized servicing or modifications. Only servicing by the original manufacturer or Geek Squad is acceptable. All servicing documentation must be presented upon request.

\*Best Buy reserves the right to refuse any Trade-In for any reason. Trade-In is currently only available at select Best Buy locations. You must be the original Subscriber with a valid government-issued photo ID. Best Buy is required by law to collect and record additional information as necessary. The information collected by Best Buy during any Trade-In transaction may be communicated to law enforcement authorities for law enforcement purposes. You are responsible for removing any data from your Device before providing the Device for Trade-In. You will be required to sign an agreement in store. For complete details, see a Customer Service Representative in store.

\*\* If your Device requires servicing during your Best Buy Monthly Subscription term, Geek Squad or Best Buy may at our sole discretion choose to replace your Device with a comparable unit rather than repair it. The replacement Device must then be returned at the end of your term in alignment with the criteria established herein.



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