

Terms and Conditions September 23, 2025



# **Monthly Subscription Terms and Conditions**

# Effective September 23, 2025 Version 4.0

The following terms and conditions govern Your participation in the Monthly Subscription program.

## **Definitions**

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

**"Fairstone Balance"** refers to the amount owing on your Fairstone account under the Monthly Subscription Plan and includes the Keep-the-Tech Amount.

**"Keep-the-Tech Amount"** refers to the balance due at the end of the Subscription Term if You choose to keep the Qualifying Product or if the Qualifying Product(s) does not satisfy the criteria in Schedule A.

**"Monthly Subscription Program"** refers to the program described herein, under which You finance the purchase of a Qualifying Product from Best Buy.

"Monthly Subscription Plan" or "Plan" refers to the financing provided by Fairstone Financial Inc. This is not a lease and is subject to the Best Buy (Retail) Credit Agreement terms and conditions as well as the Statement of Disclosure.

"Qualifying Product(s)" refers to products eligible for purchase at Best Buy under the Monthly Subscription Program. "Subscription Term" refers to the 36-month duration over which your Monthly Subscription payments are scheduled (duration of the Plan).

"You" refers to the registered Monthly Subscription Program and Plan holder.

## **Enrollment**

- Qualifying Product(s) purchased under the Monthly Subscription Program must be financed with a Monthly Subscription Plan.
- You must have reached the age of majority in the province or territory where You reside to register.
- Best Buy may update the list of Qualifying Products at any time without notice. One eligible Qualifying Product is allowed for each Plan.
- Province of residence:
  - Residents outside of Quebec: Enrollment in the Plan is subject to a \$129.99 administration fee which must either be paid prior to the start of the Monthly Subscription Program or financed and added to the Plan.
  - Quebec residents: An annual fee of \$35 will be charged to your Fairstone account in accordance with the Best Buy (Retail) Credit Agreement terms and conditions as well as the Statement of Disclosure.



# **Financing Details**

- The total financed amount of the Plan includes the Qualifying Product purchase price, the administration fee if financed, any permitted additional financed products and any optional purchase of Best Buy Protection (including taxes and fees).
- Your monthly payments are based on the total financed amount less the Keep-the-Tech Amount. If you make all monthly payments on time in accordance with the terms and conditions of the Plan, then the Fairstone Balance remaining at the end of the Subscription Term will be equal to the Keep-the-Tech Amount. See the Best Buy (Retail) Credit Agreement terms and conditions, as well as the Statement of Disclosure for more details.
- You are required to pay the applicable monthly payment until the Plan expires or is cancelled as set forth herein or in the Best Buy (Retail) Credit Agreement terms and conditions.

# **End of the Monthly Subscription Program**

- After all Plan payments are paid, You may choose to:
  - A. Return the originally purchased Qualifying Product to Best Buy if it meets the requirements set out in Schedule A. Best Buy will remit the outstanding Keep-the-Tech Amount balance directly to Fairstone.
  - B. Exchange the originally purchased Qualifying Product, if it meets the requirements set out in Schedule A, and start a new Monthly Subscription Program (if available), subject to the then-current Plan terms.
  - C. Pay the remaining Fairstone Balance and keep the Qualifying Product.

## Cancellation

- You may return or exchange the Qualifying Product and cancel the Plan without penalty within the first thirty (30) days of purchase. All items purchased together, along with the Qualifying Product, must be included in any return or exchange. After the 30-day period, returns and exchanges are no longer permitted.
- **Best Buy** can terminate your Monthly Subscription Program at any time, without prior notice (subject to legal restrictions), if you violate any provision here, under the Best Buy Protection Plan, or in your Plan. Termination voids your entitlement to the Keep-the-Tech Amount. For cancellations outside these breaches, You retain the right to return the Qualifying Product(s) and claim the Keep-the-Tech Amount per Schedule A. The Fairstone Balance remains due.

## General

- Your Plan purchase invoice, these Monthly Subscription Terms and Conditions, and the terms and conditions of any program referred to herein, represent 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 applicable federal laws of Canada (and in the case of this Contract for residents of Quebec, by the laws of Quebec and the applicable federal laws of Canada). Any dispute between You and Best Buy or any other person arising from, connected with or relating to this Contract, or any related matters (collectively "Disputes") will be resolved before the Courts of British Columbia, sitting in the City of Vancouver (and in the case of use of this Contract for residents of Quebec, before the Courts of Quebec, sitting in the City of Montreal), and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.
- CHANGING OUR AGREEMENT: Subject to notice requirements and limitations of applicable law, we may change these Monthly Subscription Terms and Conditions at any time, and the new terms will take effect on the day we specify at www.bestbuy.ca/monthlysubscription, by email or by such other method as advised by notice to you. Best Buy may cancel the Monthly Subscription Program at any time without reason or notice. Cancellation will not affect existing Monthly Subscription programs except: (a) as provided herein; and (b) with respect to your ability to enter into a new Monthly Subscription at the end of the Subscription Term. If you have any questions about this Monthly Subscription program, please visit a participating Best Buy store in Canada during normal store hours, or chat with an Online Support Agent at BestBuy.ca/ConnectNow.

# SCHEDULE A Monthly Subscription Keep-the-Tech Amount Requirements

At the end of a Subscription Term, your Qualifying Product will be eligible for its Keep-The-Tech Amount\* if the following conditions are met:

- a. The Qualifying Product must:
  - 1. have the make, model, and IMEI or Serial Number visible and match the one on the original contract/receipt,
  - 2. be fully restored to the original factory settings,
  - 3. have all activation lock software removed,
  - 4. be fully functional with no unauthorized repairs or modifications, and the battery, display, buttons, ports, and other essential features must work properly,
  - 5. be free of physical damage, customizations, or missing parts/accessories, and any previous servicing must have been performed by an authorized provider with supporting documentation available upon request.

\*You must be the original purchaser 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 Monthly Subscription Program transaction may be communicated to law enforcement authorities for law enforcement purposes. You are responsible for removing any data from your Qualifying Product before returning the Qualifying Product its Keep-the-Tech Amount value. You will be required to sign an agreement in store. For complete details, see an associate in store.

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