



# MONTHLY SUBSCRIPTION

## Terms and Conditions

Effective October 31, 2022



# Monthly Subscription Terms and Conditions

## Version 2.0

Effective October 31, 2022

Now you can get access to the latest laptops and tablets when you purchase a Device on a 2-year Monthly Subscription term. We'll guarantee the future value of your Device so that after 24 months, you can choose to trade in your Device for a new one, or pay the remaining Buy-out Value and the Device is yours to keep.<sup>1</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 financing plan provided by Fairstone Financial Inc.

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

**"Buy-out Value"** refers to the amount remaining after 24 months of subscription payments. The Buy-out Value of the Device will be honoured as long as the Device meets the criteria set out in Schedule A.

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

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

## Enrollment

- Your Plan must be purchased with a Best Buy Financing account on a 24-month Subscription Term (credit provided by Fairstone Financial Inc. ("Fairstone")). Fairstone Financing Terms and Conditions apply. The Plan is a financed purchase plan, not a lease.
- Products available for purchase on the Plan are limited to Qualifying Products.
- Enrollment in the plan is subject to a \$50 administration fee which must be paid prior to the start of the Plan. This fee is waived for current Best Buy Members.

## Buy-out Value

- If you meet all the Plan requirements and you return the Device to Best Buy in acceptable trade-in condition (see requirements set out in Schedule A), Best Buy will guarantee the trade-in value is at least equal to the Buy-out Value.
- If you do not meet the requirements of the 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.

---

<sup>1</sup>The Buy-Out Value is the projected value of the Device at the end of 24 months, subject to meeting the program requirements set out in Schedule A.

## Financing Details

- The total financing cost of the Plan includes the Device purchase price and an optional 24 months of Best Buy Protection (including Device taxes and fees). There are no Plan administration fees for Best Buy Members.
- Your monthly payments will be based on the total financing cost less the Buy-out Value (“Monthly Payment”). If you make all Monthly Payments on time, then the Fairstone Balance remaining at the end of 24 months will be equal to the Buy-out Value. See the Fairstone Plan terms and conditions for more details.
- You are required to pay the applicable Monthly Payment amount until the Plan ends or is cancelled as set forth in these Terms and Conditions.

## End of Subscription

- After all Plan payments are paid, you can choose to:
  - **Return** the originally purchased Device to Best Buy. As long as the Device meets trade-in requirements set out in Schedule A, Best Buy will pay off the remaining Buy-out Value balance to Fairstone.
  - **Return** the originally purchased Device (as per **Return** above) and start a new subscription, if available, subject to the then current Plan terms.
  - Pay any remaining Fairstone Balance and **keep** the Device.

## Cancellation

### By You:

- You may return or exchange the Device and cancel the 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 date .

### By Best Buy:

- Best Buy may cancel your 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, or your Fairstone financing agreement. Termination will forfeit any right you may have to the Buy-out Value.
- In the event the 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 Buy-out Value provided your device meets the Buy-out Value requirements set out in Schedule A below. The Fairstone Balance will remain due and payable.

## Limitations

- Subscribers must have reached the age of majority in the province or territory where they reside, to register for the Plan.

## General

- Your 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 Plan program at any time without reason or notice. Cancellation will not affect existing Plans except: (a) as provided herein; and (b) with respect to your ability to enter into a new 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

### Monthly Subscription Buy-out Value Trade-In Requirements

At the end of a Monthly Subscription, your Device will be eligible for Trade-In\* for its Buy-out 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 manufacturer-authorized service provider 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, and your Plan includes Best Buy Protection, 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.



**MONTHLY SUBSCRIPTION**  
**Terms and Conditions**