IN-HOME AND VIRTUAL CONSULTATION TERMS AND CONDITIONS

Last Updated: November 2, 2022

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.

AUTHORIZATION

Someone who is at least 18 years of age (19 years of age in AL and NE; 21 years of age in Puerto Rico) must be present at all times for in home consultations and must authorize, review, and approve the Service or proposals provided as part of the Service.

PRIVACY POLICY

All information we gather during the in-home and virtual consultation services will be subject to our privacy policy, which is located at www.bestbuy.com/privacy.

COORDINATION WITH THIRD PARTIES

Upon your request, we may contact third parties (including contractors or internet service providers) on your behalf to assist you with the scheduling and coordination of appointments, service calls, installations, or delivery related to your purchase of our merchandise or services, and you hereby authorize us to share your information to the extent needed with such third parties for these purposes. You will remain exclusively responsible for your relationship with such third parties, including for hiring and paying for their work, and we will not be responsible for any non-performance or damages caused by such third parties.

ADDITIONAL PURCHASES

In the event you purchase Best Buy merchandise or services, whether or not set forth in any proposal provided as part of the In-Home Consulting Services, additional terms and conditions and charges may apply.

COMMUNICATIONS

We may call, text, or email you to schedule, discuss proposals, update orders, follow up for feedback and inform you about other products/services. Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply. “IHA Communications” means variable recurring calls, text messages and emails that you may receive as a result of signing up for the Service. References to “Opting In,” and “Opt In” means requesting, joining, agreeing to, enrolling in, signing up for, or otherwise consenting to receive one or more calls, text messages or emails, such as by signing up for the Service. By opting in to IHA Communications, you confirm that you are the subscriber to the provided phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION

ANY DISPUTE INVOLVING YOU AND BEST BUY OR ANY OF ITS AGENTS MUST BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS FOLLOWS:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

“Dispute” shall be interpreted broadly and cover any claim or controversy arising out of or relating in any way whatsoever to your relationship or interaction with Best Buy, its agents, and its present and future subsidiaries, affiliates, and designees — including, but not limited to, GreatCall, Lively, Geek Squad, Magnolia, and Pacific Sales — whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Examples of relationships or interactions giving rise to a covered claim include, without limitation: (1) your use of Best Buy’s websites; (2) your membership in any Best Buy loyalty or rewards program (e.g., My Best Buy®) or subscription-based services (e.g., Best Buy Totaltech™); (3) your receipt of delivery, repair or installation services or consultation services provided by Best Buy or its agents; (4) any communications between you and Best Buy; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by Best Buy including, but not limited to, any Dispute arising from the advertising of, or the sales practices related to, such products and services. If you are a My Best Buy® member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the My Best Buy® program, including any claims that are the subject of a purported class action litigation.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

Before either Party may initiate an arbitration proceeding, you and Best Buy agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. If you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the “Notice”) to Best Buy. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable Best Buy to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to Best Buy at CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603 or by email at Arbitration@BestBuy.com. If Best Buy intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by Best Buy as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and Best Buy. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or Best Buy may proceed with individual arbitration.
(this informal process is a condition precedent to doing so.). If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party’s election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603. The arbitration will be governed by the AAA’s applicable Consumer Arbitration Rules or Commercial Arbitration Rules (collectively, the “AAA Rules”), as appropriate, and as modified by these Terms, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Dispute Resolution section, another arbitration provider shall be selected by the Parties that will administer the arbitration consistent with it. If the Parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this Dispute Resolution section.

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules; however, Best Buy will consider reimbursing the consumer portion of the AAA fees upon a showing of financial hardship.

The Parties shall be responsible for their own attorney’s fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. Best Buy reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in person hearing (along with your counsel if you are represented).

YOU AND BEST BUY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and Best Buy agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that a claim for public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the Parties agree that any claim
for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

This paragraph sets forth additional procedures that apply to mass arbitrations. If twenty-five (25) or more similar claims are asserted against Best Buy by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for Best Buy shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time of the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and Best Buy agree to engage in this process in good faith. A court shall have the authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Best Buy.

If for any reason a claim may proceed in court rather than in arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

This dispute resolution provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with Best Buy. Any amendments to this dispute resolution provision shall not affect any then-active or pending arbitration proceeding.

APPLICABLE LAW

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES AGAINST BEST BUY.