IN HOME CONSULTATION TERMS AND CONDITIONS

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 to authorize, review, and approve the Service or proposals provided as part of the Service.

PRIVACY POLICY All information we gather during the in-home 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.

IN HOME ADVISOR 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 pre-recorded. 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 In Home Consultation. 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 In Home Consultation. 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.

DISPUTES Except as otherwise noted below, any dispute or claim arising out of or relating in any way to IHA Communications, or to any products or services sold or distributed by Best Buy, whether in-store, in your home, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery and installation, will be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions. Disputes and claims that are within the scope of a small claims court’s authority or that involve personal injury or damage to property are exempt from the foregoing dispute resolution provision.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AND CONDITIONS AS A COURT WOULD.
To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than $10,000 unless the arbitrator determines your claims are frivolous. Likewise, Best Buy will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an 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 for any reason a claim proceeds 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.

We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

**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 CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST BEST BUY ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF ANY BEST BUY PROPERTY OR TO ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY BEST BUY OR THROUGH ANY BEST BUY PROPERTY.