Terms and Conditions

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Use of the Best Buy Properties

You may use the Best Buy Properties for your personal, noncommercial use only. You may not use any Best Buy Property if you are under the age of 13. If you are between the ages of 13 and 18, you may use the Best Buy Properties only with involvement of a parent or guardian.

Privacy

Your use of the Best Buy Properties is subject to our [Privacy Policy](https://www.bestbuy.com/site/help-topics/privacy-policy/pcmcat204400050062.c?id=pcmcat204400050062). Please review the policy for more on how we collect and use information.

Information on Our Site

We try to be as accurate as possible with the information we present on the Best Buy Properties. We will make reasonable efforts to accurately display the attributes of the products we sell. We do not warrant that product descriptions or other content is accurate, complete, or error free. Prices and promotions are subject to change, and may vary from those offered in our stores. We cannot confirm the availability or price of an item until you place your order. Despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order.

Paying for Your Order

Generally, we’ll charge your payment method for an item when we ship the item to you or confirm its availability in store. For digital items, we’ll charge your payment method when you initiate the download of the product or the product is placed in your account and available for use. For special-delivery items, we’ll charge your payment method when you confirm a delivery time. However, we will preauthorize your order amount (including for pre-orders) with your payment method at the time you place the order, which may have an effect on your available credit line. If a preauthorization of a pre-order expires before fulfillment, the preauthorization will be reversed and another preauthorization will be made closer to the confirmed availability date.

Order Confirmation

Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-household, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the email address you provide to us. If we cancel an order or part of an order that we’ve already charged you for, we’ll refund you the full amount of the canceled portion of the order.

My Best Buy® Program

When you create an account on a Best Buy Property, we will automatically enroll you in the My Best Buy program. The My Best Buy program is a free program in which you receive points toward reward certificates, which are coupons for discounts on future purchases at Best Buy. [See My Best Buy program terms](https://www.bestbuy.com/site/Global-Promotions/null/pcmcat311100050001.c?id=pcmcat311100050001).

Proprietary Rights

All content included on or comprising the Best Buy Properties, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively “Content”) is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and Best Buy owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. You may not remove or modify any copyright, trademark or other proprietary notice contained in any Content you use, and you may not modify or alter the Content, copy or post the Content on any network computer, or broadcast the Content in any media. You may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part. The Best Buy and Geek Squad logos and other trademarks on the Best Buy Properties are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Best Buy and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

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Notification of Copyright Infringement Under the Digital Millennium Copyright Act (DMCA)

If you believe that your copyrighted material may have been infringed, please provide the Best Buy Copyright Agent with the following information in writing:

* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
* Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
* Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
* Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, your email address
* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
* A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The Best Buy designated agent to receive notifications of claimed infringement can be reached by:

Mail:  
DMCA Agent  
BBY Solutions, Inc.  
B6-Legal Dept.  
7601 Penn Ave. S  
Richfield, MN 55423

Email:  
[dmca.agent@bestbuy.com](mailto:dmca.agent@bestbuy.com)

Phone:  
612-291-1000

Fax:  
612-292-2323

For additional information regarding this procedure, please reference 17 USC 512.

Disclaimers and Limitation of Liability

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Export

Certain software or other materials (“Software”) that you may obtain through the Best Buy Properties may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations, and you will not transfer, or encourage, assist, or authorize the transfer of any Software to a prohibited country or otherwise in violation of any restriction, law, or regulation.

Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You agree to not share your account credentials with others. You may use the Best Buy Properties only for lawful purposes. Activities including, but not limited to, tampering with any Best Buy Property, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the Best Buy Properties are prohibited.

You may not violate or attempt to violate the security of the Best Buy Properties, including by, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any Best Buy Property for unintended purposes or trying to change the behavior of any Best Buy Property; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to any Best Buy Property, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”; (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or (f) forging communications on behalf of Best Buy (impersonating Best Buy) or to any Best Buy Property (impersonating as a legitimate user). You may not send unsolicited or unauthorized email on behalf of Best Buy, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Terms. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of any Best Buy Property or any activity being conducted on any Best Buy Property. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Best Buy Property other than the search engine and search agents we provide and generally publicly available browsers.

Dispute Resolution by Binding Individual Arbitration

ANY DISPUTE INVOLVING YOU AND BEST BUY OR ANY OF ITS AGENTS SHALL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS OTHERWISE NOTED BELOW.

“Dispute” shall be interpreted broadly and include any claim or controversy arising out of or relating in any way to your relationship with Best Buy and its subsidiaries, affiliates, and designees — including, but not limited to, Geek Squad, Magnolia, and Pacific Sales — whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. This includes (1) the My Best Buy® program; (2) In-Home Consultations; (3) use of Best Buy’s websites; (4) any service terms and conditions; and/or (5) any products or services offered, sold, or distributed by Best Buy including, but not limited to, the advertising of or the sales practices for such products and services. Dispute shall also include all disputes that arose before your enrollment in the My Best Buy® program 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.

Either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the basis for the claim. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be governed by the AAA’s 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](http://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, however 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. If the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Best Buy for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. 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.

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, 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 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.

NOTWITHSTANDING ANY OF THE FOREGOING, ANY DISPUTE THAT FALLS WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT SHALL BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS. IN ADDITION, EITHER PARTY MAY ELECT TO BRING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

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 section shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, the Program. Any amendments to this dispute resolution section shall be prospective only and shall not affect any 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.

Additional Policies

The following policies also govern your use of the Best Buy Properties and are incorporated by reference into the Terms:

* [Price Match Guarantee](https://www.bestbuy.com/site/global/price-match-guarantee/pcmcat290300050002.c?id=pcmcat290300050002)
* [Returns & Exchanges](https://www.bestbuy.com/site/help-topics/return-exchange-policy/pcmcat260800050014.c?id=pcmcat260800050014)
* [Shipping](https://www.bestbuy.com/site/Help-Topics/Shipping-Costs-and-Timing/pcmcat203400050006.c?id=pcmcat203400050006)
* [Scheduled Delivery](https://www.bestbuy.com/site/Help-Topics/Home-and-Business-Delivery/pcmcat204400050032.c?id=pcmcat204400050032)
* [Appliance Delivery](https://www.bestbuy.com/site/Help-Topics/Appliance-Delivery/pcmcat204400050035.c?id=pcmcat204400050035)
* [Services, Plans & Subscriptions](https://www.bestbuy.com/services/plans/termsconditions.html)
* [Special Offers & Digital Coupons](https://www.bestbuy.com/site/Help-Topics/Special-Offers-and-Digital-Coupons/pcmcat204400050009.c?id=pcmcat204400050009)

Termination of Use

We may, in our sole discretion, terminate your account or your use of the Best Buy Properties at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. We may change, suspend or discontinue all or any aspects of any Best Buy Property at any time without prior notice.