

# JBHI-FI EXTRA CARE

# JB Hi-Fi Group Pty Ltd ACN 093 114 286 October 2023

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods purchased from JB Hi-Fi also come with a JB Hi-Fi Minimum Voluntary Warranty\* which is intended to provide you with remedies which are consistent with your rights under the ACL. Your JB Hi-Fi Minimum Voluntary Warranty and your ACL rights generally provide protection longer than the standard manufacturer's warranty without the need for any extended warranty.

Product Category	JB Hi-Fi Minimum Voluntary Warranty Period*		
a. Electrical Items up to \$500	1 Year (from date of purchase/delivery)		
b. Computers over \$500	2 Years (from date of purchase/delivery)		
c. Electrical Items over \$500 (up to \$2000) excluding b.	2 Years (from date of purchase/delivery)		
d. Electrical Items over \$2000 (up to \$4000) excluding b.	2.5 Years (from date of purchase/delivery)		
e. Electrical Items over \$4000 excluding b.	3.5 Years (from date of purchase/delivery)		

<sup>\*</sup>For full terms and conditions refer to our Refunds and Warranties, "Understanding Your Rights" brochure. In some circumstances your rights under the ACL may last longer than this.

In addition to your JB Hi-Fi Minimum Voluntary Warranty, JB Hi-Fi wants to ensure that you can enjoy peace of mind on your purchase for a longer period than your ACL rights are likely to provide, which is why JB Hi-Fi is delighted to offer JB Hi-Fi Extra Care.

There are two types of JB Hi-Fi Extra Care Plans covering Mechanical or Electrical Failure:

Replacement Cover Plans are only available for certain goods costing \$1,000 or less, these plans provide a one-off replacement of your purchase and cover commences 12 months after the date of purchase.

Repair Cover Plans are available on most goods costing more than \$1,000, these plans provide a repair of your purchase and cover commences upon the expiry of the JB Hi-Fi Minimum Voluntary Warranty Period or expiry of the original manufacturer's warranty, whichever occurs later.

JB Hi-Fi Extra Care Plans				
	Replacement Cover Plan*	Repair Cover Plan*		
Purchase Price of Item Covered	Up to \$1,000	Greater than \$1,000		
Notable Items for which a Plan is <b>NOT</b> available	Wall mounted air conditioners	Wall mounted air conditioners		
Period of cover	Period commencing on the date which is 12 months from the date of purchase/delivery and ending on the date which is 3 years after the date of purchase/delivery#	Period commencing on the later of the expiry of the manufacturer's warranty and expiry of the JB Hi-Fi Minimum Voluntary Warranty Period and ending on the date which is 5 years after the date of purchase/delivery#		
Type of Cover for Mechanical or Electrical Failure	Replacement	Repair		
What type of Failure cause is Not Covered	Failures due to Accidental Damage, User Misuse or Failure to follow the manufacturer's instruction for usage; cosmetic damage that does not affect the functionality of the item (see full Terms and Conditions for other exclusions and limitations)			

<sup>\*</sup>The summary above is subject to the full Terms & Conditions of the JB Hi-Fi Extra Care Agreement. See page 8.

<sup>\*</sup>Cover expires upon first replacement with a new replacement product or payment.

### JB Hi-Fi Extra Care also includes the following features\*:



#### 15 DAY COOLING OFF PERIOD:

You have a 15 day cooling off period starting from the original date of purchase/delivery, during which you can cancel your JB Hi-Fi Extra Care Plan and get a full refund.



#### TRANSFERABILITY:

Sell your product and you can transfer the JB Hi-Fi Extra Care Plan to the new owner by notifying our JB Hi-Fi Extra Care Administrator within 30 days.



#### TECHNICAL ASSISTANCE:

Contact our JB Hi-Fi Extra Care Administrator for free technical product support Monday to Friday 9am-5:30pm (Melbourne time). Technical support for notebooks/ computers and printers is limited to problems with the hardware and/or OEM installed software after the initial set up/installation of the product.



## FAILURES CAUSED BY REASONABLE WEAR & TEAR:

Sometimes products just don't last as they're expected to - that's why we've got this covered too.



#### **WORLDWIDE COVER:**

Travelling outside Australia with a portable device? We cover your product no matter where it is in the world, provided that you obtain pre-approval from our JB Hi-Fi Extra Care Administrator for any repairs or replacements.

### Repair Cover Plans also include the following features:



#### **REPAIR PERIOD GUARANTEE:**

If your product requires repair during the period of JB Hi-Fi Extra Care cover and is not repaired within 10 Business Days of the date Your product is first received or assessed by our authorised repair agent, we will upon request, replace it.



#### **NO LEMON GUARANTEE:**

If your product requires more than two separate and distinct repairs under your JB Hi-Fi Extra Care Plan, upon your request, we'll replace it.



#### **FOOD SPOILAGE:**

Fridge or freezer failed?
We'll reimburse you for loss of food during the period of JB Hi-Fi Extra Care cover for approved claims (up to \$100 including GST).



collection & Delivery: If your product requires repair during the period of JB Hi-Fi Extra Care cover, we'll arrange collection and delivery of your product at our expense.



#### LAUNDRY COSTS:

We'll reimburse your laundry costs (up to \$100 including GST) during the period of JB Hi-Fi Extra Care cover if your clothes washer or dryer is not repaired within 10 Business Days of its initial assessment by our authorised repair agent.

Some of the features above may be available to you under the ACL for the period that your ACL rights apply to.

#### SUMMARY OF THE CONSUMER'S RELEVANT RIGHTS AND REMEDIES UNDER THE ACL

The Australian Consumer Law ("ACL") protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ("Consumer Guarantees") at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's warranty for the goods or this JB Hi-Fi Extra Care Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances. Consumers with a claim for breach of a Consumer Guarantee should contact the supplier of the goods at first instance. If you are unable to reach resolution with the supplier as to the remedy, you should seek independent advice and/or contact the ACCC or your state/territory fair trading body.

#### THE ACCC'S CONTACT DETAILS

Australian Competition and Consumer Commission: 1300 302 502.

Indigenous Infoline: 1300 303 143

www.accc.gov.au

#### ADDITIONAL BENEFITS UNDER JB Hi-Fi EXTRA CARE PLANS NOT AVAILABLE UNDER THE ACL

We appreciate that you may want the certainty of knowing that if products you buy are faulty they are covered for a specific time period. When you purchase a JB Hi-Fi Extra Care Plan, you are obtaining certainty as to the period of coverage and the remedy you will receive and the convenience of having the repair and/or the replacement process managed for you by our JB Hi-Fi Extra Care administrator under the Plan. You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your Plan:

- Certainty as to the exact period of cover
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process
- Specified days for repair time guarantee
- Toll Free technical assistance

warranty.

## A COMPARISON OF ACL RIGHTS AND REMEDIES AND THE FEATURES PROVIDED BY JB Hi-Fi EXTRA CARE PLANS

The following table is a summarised comparison of Consumer Guarantees and the protections offered by this JB Hi-Fi Extra Care Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the JB Hi-Fi Extra Care Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer's care instructions or if the appliance is accidentally damaged. In addition, you can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, you may have additional rights against a manufacturer under a manufacturer's

Protection	ACL rights and remedies	Benefits of JB Hi-Fi Extra Care Replacement Cover plan	Benefits of JB Hi-Fi Extra Care Repair Cover plan
Am I protected if the product is defective?	Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against defects such as mechanical or electrical failure.	Protection against mechanical or electrical failure	Protection against mechanical or electrical failure
How long does the protection against defects last?	A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including nature of the goods, the price, the way it is used and any statements or representations made about the goods. In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period of time that protection is available under the JB Hi-Fi Extra Care Plan.	The period commencing on the date which is 12 months after the date of purchase and ending on the date which is 3 years after the date of purchase.	The period commencing on the later of the expiry of the manufacturer's warranty and the JB Hi-Fi Minimum Voluntary Warranty Period and ending on the date which is 5 years after the date of purchase.
What remedies are available if the product is defective?	Repair, refund, replacement and/ or damages for consequential loss. The exact remedy will depend on the specific circumstances.	Automatic one-off replacement with a new replacement product to a maximum of the original purchase price	Automatic repair or replacement (with a new replacement product if the product is uneconomical to repair or a refurbished replacement if a manufacturer does not permit repair of the product by authorised repair agents). No Lemon Guarantee – Automatic replacement if your product requires more than 2 separate and distinct repairs
Who is obliged to provide the remedy for a defective product?	JB Hi-Fi (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).	JB Hi-Fi via JB Hi-Fi Extra Care Administrator (www.squaretrade.com.au)	JB Hi-Fi via JB Hi-Fi Extra Care Administrator (www.squaretrade.com.au)
Cost of coverage	No cost	The cost of the Plan	The cost of the Plan
Is a Technical Assistance Helpline available to help with my product?	Not required under the ACL but some suppliers and manufacturers do provide a helpline.	Yes, from the original date of purchase/delivery	Yes, from the original date of purchase/delivery

Protection	ACL rights and remedies	Benefits of JB Hi-Fi Extra Care Replacement Cover plan	Benefits of JB Hi-Fi Extra Care Repair Cover plan
Is a loan product available while my product is being repaired?	No. However, if you decide to organise and obtain a loan product from a rental company or other company, the cost you incur may, in certain circumstances, be recoverable as a consequential loss caused by the defect.	Not applicable, as product is replaced.	No loan product benefit is available.
Is there a guarantee that any repair will be carried out in a reasonable time?	The product must be repaired within a reasonable time or you are entitled to a replacement or a refund	Not applicable as product is replaced	Your product will be replaced, upon your request, if it requires repair during the JB Hi-Fi Extra Care period of cover and the repair takes longer than 10 Business Days, from the date of assessment
What happens if I receive a remedy for a defective product?	Any repaired product continues to be covered. Any replacement product will also be covered	If you receive a new replacement product or payment the JB Hi-Fi Extra Care Plan ends	Any repaired product or any refurbished replacement product that you receive continues to be covered for the rest of JB Hi-Fi Extra Care period of cover. If you receive a new replacement product or payment the JB Hi-Fi Extra Care Plan ends.
Am I covered for Food Spoilage?	Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include food spoilage.	Not available	Up to \$100 (including GST) for food spoilage caused by the failure of a fridge or freezer during the JB Hi-Fi Extra Care Plan period of cover.
Am I covered for Laundry Costs?	Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include laundry costs.	Not applicable as product is replaced	Up to \$100 (including GST) if a washing machine or clothes dryer requires repair during the JB Hi-Fi Extra Care Plan period of cover and the repair extends for more than 10 Business Days, from the date of assessment.

#### JB Hi-Fi Extra Care Agreement AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Your rights under the ACL exist independently of this JB Hi-Fi Extra Care Agreement.

#### JB Hi-Fi EXTRA CARE PLAN

This JB Hi-Fi Extra Care Plan is not an insurance policy, nor are We insurers. The Plan is a warranty and service product supplied by Us in respect of products We sell. This Plan is provided by JB Hi-Fi Group Pty Limited ABN 37 093 114 286 (Podium Level, 60 City Road, Southbank VIC 3006, Tel 03 8530 7333). JB Hi-Fi Group Pty Limited has entered into a separate services and administration agreement with SquareTrade Australia Pty Ltd ABN 52 631 111 861 (the "Administrator"). Please ensure that You keep Your original purchase receipt and/or Tax Invoice to describe and validate Your purchase of both Your Product and this JB Hi-Fi Extra Care Plan. These documents constitute proof of the purchase of this JB Hi-Fi Extra Care Plan. In the event of a claim these documents may need to be produced.

For Replacement Cover Plans, cover commences 12 months after the Original Date of Purchase/Delivery. For Repair Cover Plans, cover commences at the expiration of the JB Hi-Fi Minimum Voluntary Warranty Period or the expiration of the original Manufacturer's Warranty, whichever occurs later. Please refer to paragraph 'Period of Cover' below for further information.

A separate JB Hi-Fi Extra Care Plan must be purchased for each product. If You have purchased more than one product on the same purchase receipt, then this JB Hi-Fi Extra Care Agreement will only cover the product specifically described on the purchase receipt and/or tax invoice as being covered by an JB Hi-Fi Extra Care Plan with a separate itemisation of its cost.

#### WHAT IS COVERED

In the event that Your Product suffers a Mechanical or Electrical Failure, We will pay for the parts, labour and service call out fees required for Your Product to be repaired to normal working order, subject to the terms and conditions of this JB Hi-Fi Extra Care Agreement.

Your JB Hi-Fi Extra Care Plan applies in addition to any existing warranty included in the Original Purchase Price for Your Product or insurance (as applicable). The maximum amount payable by Us under this JB Hi-Fi Extra Care Agreement will be the Original Purchase Price of Your Product (inclusive of GST) per claim. Refurbished parts may be used to repair goods.

## MECHANICAL OR ELECTRICAL FAILURE RESULTING FROM REASONABLE WEAR &TEAR

As well as any Mechanical or Electrical Failure resulting from a manufacturing defect, Your Product is also covered for a Mechanical or Electrical Failure arising from reasonable wear and tear that:

- develops during use of Your Product;
- arises solely from the normal and intended use of Your Product; and
- is not the result of any external influence such as physical impact, electrical surge or liquid penetration.

#### **FOOD SPOILAGE**

If You have a Repair Cover Plan and Your Product is a fridge or freezer, we will reimburse You up to \$100 (inclusive of GST) for food spoiled as a result of a Mechanical or Electrical Failure during the JB Hi-Fi Extra Care Plan period of cover. Food receipts or photos are required for reimbursement.

#### LAUNDRY COSTS

If You have a Repair Cover Plan and Your Product is a clothes washer or clothes dryer, we will reimburse You up to \$100 (inclusive of GST) for laundry costs you incur if Your Product is not repaired to normal working order within 10 Business Days of the date of the initial assessment of Your Product by our authorised repair agent. Receipts for laundry costs must be submitted to support Your claim.

#### REPAIR PROCESS

If You have a Repair Cover Plan and make a claim, We will conduct an initial review (which may include a troubleshooting process) over the phone to confirm that Your Product has suffered a Mechanical or Electrical Failure which is covered by this JB Hi-Fi Extra Care Plan. If Your Product is a Mail-In Product:

- We will provide You with instructions on how to send Your Product to Our authorised repair agent (which will involve You taking Your Product to an Australia Post location);
- if Your Product is not repaired to normal working order within 5 Business Days of the date on which it is received by Our authorised repair agent, on Your request we will provide You with a \$100 JB Hi-Fi gift card; and
- if Your Product is not repaired to normal working order within 10 Business Days of the date on which it is received by Our authorised repair agent (or We anticipate that Your Product will not be able to be repaired to normal working order within this timeframe), then on Your request we will provide you with a new replacement product in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement. Alternatively, You may elect to continue with the repair process for Your Product.

If Your Product is a Call Out Product, then:

- We will arrange for an authorised repair agent to attend at the Call Out Location at a mutually agreed time and date during normal business hours to conduct an initial assessment of Your Product. In some remote areas We may request You to contact a local technician and We will reimburse You for the cost of doing so;
- Your Product is required to be in a serviceable position before We can conduct an initial assessment of Your Product and We may need to coordinate this prior to an authorised repair agent attending at the Call Out Location;
- You will be offered up to 3 appointment times based on the Call Out Location. If You are not offered an appointment time which is within the Preferred Appointment Window, You may request to be provided with a \$100 JB Hi-Fi gift card; and
- subject to You co-operating with any reasonable requests made by the Administrator and Our authorised repair agents in connection with the repair of Your Product, if Your Product is not repaired to normal working order within 10 Business Days of the date on which Our authorised repair agent completed its initial assessment of Your Product, then on Your request we will provide You with a new replacement product in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement. Alternatively, You may elect to continue with the repair process for Your Product.

Regardless of whether Your Product is a Mail-In Product or a Call-Out Product, We will pay shipping costs to send Your Product to Our authorised repair agent (if required) and returning Your Product to You once it has been repaired to normal working order (if required). In some limited circumstances, You may be provided with a refurbished product instead of having Your Product

repaired, where a manufacturer of Your Product does not permit the repair of its products by authorised repair agents. Where We provide you with a refurbished product, Our Administrator will notify You and we will treat this as a repair and Your JB Hi-Fi Extra Care Plan will continue to provide coverage for the refurbished product provided to You, subject to these terms and conditions.

#### REPLACEMENT TERMS

If Your Product is covered by a Replacement Cover Plan under this JB Hi-Fi Extra Care Agreement, We will always aim to replace your Product with a new Equivalent Replacement Product rather than repair Your Product, subject to satisfactory inspection or assessment to confirm that Your Product's fault is a Mechanical or Electrical Failure which is covered by Your Plan.

If You have a Repair Cover Plan, at Our sole discretion, We may replace Your Product with a new Equivalent Replacement Product when Your Product is not economically repairable or repair costs exceed the Original Purchase Price of Your Product.

If the Administrator is satisfied that Your Product is suffering from Mechanical or Electrical Failure which is covered by a Replacement Cover Plan (or if You have a Repair Cover Plan and We offer to replace Your Product with a new replacement product rather than repair it), You will be offered a choice of up to 3 new Equivalent Replacement Products and the cost shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the choices of Equivalent Replacement Products We offer to You may have a lower selling price and may not be manufactured by the same original manufacturer of Your original product. You will not be paid the difference between the Original Purchase Price and the price of the Equivalent Replacement Product, if any. We will (at our own cost) arrange for your chosen replacement product to be delivered to You.

If a standalone component of Your Product fails (e.g. a remote control) We will only replace that standalone component.

If We cannot provide You with any replacement product choices, We will provide a JB Hi-Fi store credit or gift card for the Original Purchase Price of Your Product in lieu of a replacement item.

Any payment to You, replacement of Your Product with a new Equivalent Replacement Product or issue of a store credit or JB Hi-Fi gift card shall constitute fulfilment of this JB Hi-Fi Extra Care Plan, and this JB Hi-Fi Extra Care Agreement shall end upon any such replacement or issue of a store credit or JB Hi-Fi gift card.

#### **NO LEMON GUARANTEE**

If You have a Repair Cover Plan and Your Product has been the subject of two separate and distinct repairs that are covered and claimed under the Plan's Period of Cover and a further repair is required, We will replace Your Product after an assessment has been made by Our authorised service centre that Your Product is suffering a fault covered by the JB Hi-Fi Extra Care Plan.

#### WHAT IS NOT COVERED Excluded faults

This JB Hi-Fi Extra Care Agreement does not cover:

- a fault or deficiency in operation, quality or appearance in Your Product brought to Your attention before You, purchased Your Product; or
- faults caused by:
  - negligence, Accidental damage, Accidental or deliberate misuse or unauthorised alterations;
  - failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;

- external sources, including electrical interference, electrical storm damage, power surges and voltage fluctuations;
- infestations of vermin, pests or insects;
- acts of God or man-made catastrophes;
- water damage, rust, corrosion or any other issues caused by weather; and
- software, firmware upgrades and computer viruses.

#### **Excluded repairs**

This JB Hi-Fi Extra Care Agreement does not cover repairs to:

- fix cosmetic damage, such as paint or finishing, dents or scratches, which do not affect the operation of Your Product;
- accessories Used in or with Your Product;
- cartridges, tapes, software, or add-on options incorporated in Your Product; or
- data or removable data mediums caused by the Mechanical or Electrical Failure of Your Product.

#### **Excluded costs, loss or damage**

The following costs, loss or damage are excluded:

- cost of replacement of any item or accessory, either external or internal, that is intended to be replaceable including shelves, fuses, rechargeable batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers, rain covers or similar perishable or consumable parts;
- Products which are lost, stolen or otherwise irretrievable
- loss, damage or costs incurred as a result of:
  - damage to hardware which does not originate from a
     Mechanical or Electrical Failure, such as failure originating
     from, viruses, application programs,
     network drivers, source code, object code or
     proprietary data, or any support, configuration, installation
     or reinstallation of any software or data;
  - damage from batteries or other consumables, internal or external to Your Product;
  - consumer replaceable parts such as projector or rear projection TV bulbs, toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
  - any use of Your Product contrary to the manufacturer's instructions or any failure to maintain Your Product in accordance with the manufacturer's instructions;
  - transportation, installation or removal of Your Product except as otherwise expressly provided in these Terms and Conditions;
  - loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
  - normal maintenance costs, cleaning, servicing, re-gassing, lubrication or external adjustments;
- any Mechanical or Electrical Failure of Your Product if it is recalled by the manufacturer, importer or a government agency;
- any claim against You by any Third Party including for personal injury or damage to property;
- any claim by You for personal injury or damage to property;
- costs incurred for the installation of a replacement for Your Product or extraction and disposal of Your Product if it remains in Your possession, except as otherwise expressly provided in this JB Hi-Fi Extra Care Agreement;
- We will not be liable for costs, loss or damage where Your Product's serial number has been removed or defaced

- If Your Product is a television:
  - costs of replacing stands or wall brackets unless specifically covered by a separate agreement;
  - damage to screens, stands or wall brackets that is caused by faulty or incorrectly installed stands or wall brackets;
  - screen defects resulting from 'after image' or 'burn in'; and
  - faults where the Product is operating within the normal range of the manufacturer's performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise.

#### PERIOD OF COVER

#### **Repair Cover Plans**

For Repair Cover Plans, cover commences at the expiration of the JB Hi-Fi Minimum Voluntary Warranty Period or the original Manufacturer's Warranty, whichever occurs later for Your Product. Cover under Repair Cover Plans ends 5 years after the Original Date of Purchase/Delivery, unless cover ends earlier in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement.

#### **Replacement Cover Plans**

For Replacement Cover Plans cover begins twelve (12) months after the Original Date of Purchase/Delivery. Cover under Replacement Cover Plans ends 3 years after the Original Date of Purchase/Delivery, unless cover ends earlier in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement.

#### **Worldwide Cover**

If Your Product is of a portable nature (e.g. a camera, notebook, computer or tablet), it is covered worldwide while You are travelling and whilst it is in Your possession. However, You may be required to locate a suitable and convenient repairer if outside Australia. You may be required to pay for repairs while outside Australia, and seek reimbursement. We will require a quotation in advance and proof of service as part of the claim process. Whilst overseas, please visit Our Administrator's website (www.squaretrade.com.au) for assistance.

If You have a problem with Your Product which is not covered by

#### **HOW TO MAKE A CLAIM**

Your JB Hi-Fi Extra Care Plan, please contact one of Our stores or the manufacturer. Contact information for the manufacturer can be found in the warranty and support section in the initial warranty card provided when You purchased Your Product. You can lodge Your claim under this JB Hi-Fi Extra Care Plan by visiting Our Administrator's website (www.squaretrade.com.au), who will assist You with Your claim. Claims must be made prior to the expiration of this JB Hi-Fi Extra Care Plan. Claims will not be handled where You have arranged repair or replacement without first lodging and gaining approval of a claim. Ensure You have Your original purchase receipt and/or tax invoice available. If Your Product is still covered by a manufacturer's warranty, We may require that you reasonably cooperate with Us should we need to make a claim against the manufacturer (including, without limitation, by providing a copy of your original tax invoice to Us). Your claim must be lodged by the customer whose name is shown on the purchase receipt and/or tax invoice and/or any other parties authorised by the owner in writing (see Transferability section below).

#### DISPUTE RESOLUTION

Should You have a concern relating to the administration of Your JB Hi-Fi Extra Care Plan You may request that it be dealt with by the supervisor or manager who is directly responsible for that area.

#### BACK UP OF DATA

Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your JB Hi-Fi Extra Care Plan may result in loss of the data. We recommend you back-up your data including, without limitation, files on a computer hard drive, photos, telephone numbers stored on a mobile telephone, songs stored on a portable media player or games saved on a games console. You must also delete all data on Your Product before submitting it to our authorised repair agent for repair.

#### **FORCE MAJEURE**

If We (or the Administrator) cannot meet an obligation or are otherwise prevented from performing any obligation under this JB Hi-Fi Extra Care Agreement because of any war, sabotage, terrorist activity, national emergency, blockades, government action, storm, flood, earthquake, epidemic or pandemic (each a Force Majeure Event), then:

- the obligation is suspended to the extent it is affected by the Force Majeure Event for so long as the Force Majeure Event continues; and
- We (and the Administrator) will use reasonable endeavours to remove, overcome or minimize the effects of the Force Majeure Event as soon as practicable.

#### **Technical Assistance**

From the Original Date of Purchase/Delivery (including prior to commencement of your cover) until expiry of your cover, We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday excluding national public holidays in Australia, 9:00am – 5.30pm Melbourne time). Please visit Our Administrator's website (www.squaretrade.com.au) for further details.

For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems after the initial set up/installation of the Product, including, without limitation, successful installation of the Manufacturer supplied software. Manufacturer supplied software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer related software

The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing.

#### **TRANSFERABILITY**

This JB Hi-Fi Extra Care Agreement can be transferred to a new owner on the sale or gifting of Your Product provided written advice from You is forwarded to Our Administrator within 30 (thirty) days of the transfer of ownership of Your Product. Please visit Our Administrator's website (www.squaretrade.com.au) for further details.

#### PRIVACY STATEMENT

We comply with the Privacy Act 1988 (Cth) (as amended). The information We collect will be used for the purpose of providing this JB Hi-Fi Extra Care Plan to You, including:

- evaluating Your application for JB Hi-Fi Extra Care Plan cover; and
- properly administering repairs for faulty products and otherwise complying with our obligations under this JB Hi-Fi Extra Care Agreement.

Further information regarding Our practices in relation to handling personal information is contained in JB Hi-Fi's Privacy Policy, which is available from our website (www.jbhifi.com.au). By purchasing a JB Hi-Fi Extra Care Plan, You agree to Our Privacy Policy. To provide these services, it will be necessary for Us to disclose Your personal information to Our Administrator, the manufacturer of the product and/or a repairer. Your personal information will not be disclosed by Us for any other purpose, without Your consent, except where permitted or required by law. Our Administrator will also collect your personal information in the course of administering Your JB Hi-Fi Extra Care Plan. Information about Our Administrator's practices in relation to handling personal information is contained in its Privacy Policy located at www.squaretrade.com.au/privacypolicy. The Administrator is likely to disclose any personal information which You provide to it when you make a claim to staff and/or contractors outside of Australia for claims lodgement purposes. If You agree to receive and/or complete a customer satisfaction survey, the Administrator is likely to disclose any personal information which You provide to it to staff and/or contractors outside of Australia. The Administrator may also need to disclose Your personal information to staff and/or contractors including its related bodies corporate, some of whom may be located overseas (including the United States of America).

#### **CANCELLATION**

If You require cancellation of this JB Hi-Fi Extra Care Agreement within fifteen (15) days of the Original Date of Purchase/Delivery and You have not made a claim within this time, We will refund the amount You paid for Your JB Hi-Fi Extra Care Plan in full at the store of purchase. If You are provided with a replacement product or refund (including in the form of a gift card or other form of credit) in respect of Your Product by Us or the manufacturer of Your Product before the commencement of cover under Your JB Hi-Fi Extra Care Plan (as determined in accordance with the PERIOD OF COVER section of this JB Hi-Fi Extra Care Agreement), then upon Your request, You may cancel this JB Hi-Fi Extra Care Plan by contacting us.

Subject to any right that You have which cannot be excluded by law (including without limitation pursuant to the Australian Consumer Law), this JB Hi-Fi Extra Care Agreement cannot otherwise be cancelled.

#### **DEFINITIONS**

**Accident or Accidental** means a sudden, external and specific event which is unforeseen or unintended by You and which occurs at an identifiable time and place.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the state in which Your Product is located.

**Call Out Location** means the location at which a Call Out Product is located (as notified by You to the Administrator) which an authorised repair agent of the Administrator will attend for the purposes of repairing Your Product.

**Call Out Product** means any product which meets some or all of the following criteria:

- weighs more than 7kg;
- is installed at a premises in such a way that makes it impractical for You to uninstall; or
- the Administrator otherwise reasonably determines is not suitable to be sent via the Administrator's standard processes for the sending of products by You to Our authorised repair agent.

**Equivalent Replacement Product** means a product which has the same or substantially similar technical specifications as Your Product (as determined by Us or the Administrator), which for the avoidance of doubt may have a lower selling price than Your Product and is not limited to products of the same brand as Your Product.

JB Hi-Fi Minimum Voluntary Warranty Period means the period (as described on page 2 of this brochure) during which You are entitled under Our refund and warranty policy to have Your Product either repaired or replaced in the event that Your Product becomes faulty.

**Mail-In Product** means any product which is not a Call Out Product.

**Manufacturer's Warranty** means any express warranty given by the manufacturer applicable to the sale of Your Product for a specific period of time after the purchase of Your Product and for the avoidance of doubt, does not include any consumer guarantees under the Australian Consumer Law.

**Mechanical or Electrical Failure** means a sudden or unforeseen failure of Your Product arising from a mechanical or electrical fault, including as a result of normal wear and tear and normal deterioration. It does not include any failure described in the What Is Not Covered section of the terms of this JB Hi-Fi Extra Care Agreement.

**Metropolitan Location** means any location which is within a 50 km radius of the General Post Office in the capital city of New South Wales or Victoria or the 30km from the General Post Office in the capital city of the other states or territories in Australia.

#### Original Date of Purchase/Delivery means:

- if You take possession of Your Product on the date on which You purchased it, the date shown on the purchase receipt and/or tax invoice of Your Item; or
- if Your Product is being delivered at a later date or You are collecting Your Product at a later date, the date on which Your Product is delivered to You or the date on which You collect Your Product.

Original Purchase Price means the amount shown on the purchase receipt and/or tax invoice being the cost of Your Product. Preferred Appointment Window means:

- if the Call Out Location is in a Metropolitan Location, within 5 Business Days after the date on which We approved Your claim to have Your Product repaired under Your Repair Cover Plan; or
- if the Call Out Location is in a Regional Location, 10 Business Days after the date on which We approved your claim to have Your Product repaired under Your Repair Cover Plan.

**Regional Location** means any location which is not a Metropolitan Location.

**Repair Cover Plan** means an JB Hi-Fi Extra Care Plan in respect of which the Original Purchase Price for Your Product which is covered by that JB Hi-Fi Extra Care Plan is greater than \$1,000.

**Replacement Cover Plan** means an JB Hi-Fi Extra Care Plan in respect of which the Original Purchase Price for Your Product which is covered by that JB Hi-Fi Extra Care Plan does not exceed \$1,000.

**You**, **Your** means the person or persons named as the purchaser on the original purchase receipt and/or Tax Invoice.

**Your Product** means any electrical or battery operated product that You purchase for domestic use as described in the purchase receipt and/or Tax Invoice.

We, Us, Our means JB Hi-Fi Group Pty Ltd ACN 093 114 286.