

JB Hi-Fi Tech Care+ Plan Terms and Conditions

With a JB Hi-Fi Tech Care+ Plan, JB Hi-Fi aims to help you get the most out of your new tablet or laptop. There are two different types of JB Hi-Fi Tech Care+ Plans: Tech Care+ Any Reason Replacement Plans and Tech Care+ Any Reason Refresh Plans. In addition to your existing rights under JB Hi-Fi's Voluntary Warranty and the Australian Consumer Law, the Plans also include a warranty guarantee for the duration of your Plan to cover any mechanical or electrical faults you may experience with your Device. JB Hi-Fi Tech Care+ Plan is not an insurance product and is not issued by an insurer authorised by the Australian Prudential Regulation Authority.

1. Definitions

Administrator means bolttech Digital Services ANZ Pty Ltd ABN 39 694 727 707;

Approved Range means the range of laptops and tablets, as determined by JB Hi-Fi and the Administrator, that are eligible for purchase with a JB Hi-Fi Tech Care+ Plan;

Authorised Service Centre means the service centre authorised by the Administrator as advised to you by the Administrator from time to time;

Business Day means a day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;

Commencement Date means the date you take possession of the Device;

Device means the laptop or tablet device purchased from JB Hi-Fi and registered to your Plan and, where the context requires, any Device supplied by the Administrator in connection with the Plan;

Estimated Replacement Value means the Administrator's reasonable estimate of the replacement cost of the Replacement Device supplied under the Plan, determined at the time the Replacement Device is dispatched;

Force Majeure Event means any act of God, natural disaster, pandemic, war, revolution or other unlawful act against public order or authority, industrial dispute, governmental restraint, or shortage or unavailability of goods or transportation outside the reasonable control of JB Hi-Fi or the Administrator, as applicable;

JB Hi-Fi means JB Hi-Fi Group Pty Ltd ABN 37 093 114 286;

JB Hi-Fi Tech Care+ Plan or Plan means the particular JB Hi-Fi Tech Care+ Plan you purchase for your Device, which is covered by these terms and conditions;

JB Hi-Fi Voluntary Warranty means JB Hi-Fi Refunds & Warranties Policy, available from <https://www.jbhifi.com.au/pages/help-and-support/refunds-and-warranties-guide>;

Mechanical or Electrical Failure means a sudden or unforeseen failure of your Device arising from a mechanical or electrical fault, including as a result of normal wear and tear and normal deterioration. It does not include a failure described in clause 14.4;

Personal Information means personal information within the meaning given to that term in the Privacy Act 1988 (Cth);

Plan Fee means the cost of the Plan set out in your Receipt;

Plan Term means the three (3) year or four (4) year duration of your Plan, as selected at purchase and set out in your Receipt, starting on the Commencement Date;

Receipt means the receipt for the purchase of your Device, which outlines:

- a. the type of Plan you have purchased;
- b. the selected three (3) year or four (4) year Plan Term;

- c. the Plan Fee; and
- d. the agreed Service Fee;

Refresh means the services provided by the Administrator to restore your Device to normal working order, including testing and diagnosis, replacement of damaged or non-performing parts, replacement of the battery where its capacity is below 80%, cleaning and removal of dirt and debris, deletion of data and factory reset;

Replace Outcome means the provision of a Replacement Device in exchange for your Device as the outcome of an Any Reason service request made under an Any Reason Replacement Plan;

Replacement Device means a refurbished laptop or tablet device of the same make and model as your Device. If the same make and model is not available, the Administrator may provide a refurbished laptop or tablet device of a similar make and model as your Device, having regard to the specifications, functionality and other relevant characteristics of your Device. The Administrator may, in its discretion, instead provide a new device. A refurbished device may include a device that has been returned, repaired, refreshed, restored, repackaged or otherwise assessed as suitable for supply under the Plan, and may have minor cosmetic imperfections, provided it is in good working order.

Return Deadline has the meaning given in clause 13.1.a;

Service Fee means the applicable fee associated with a service request as specified in your Receipt;

Specified Damage means any of the following damage to, or condition affecting, the Device:

- a. cracks;
- b. scratches;
- c. dents;
- d. liquid damage;
- e. broken components; or
- f. missing parts.

you, your means the customer who has purchased the Plan;

2. About this JB Hi-Fi Tech Care+ Plan

- 2.1.** The JB Hi-Fi Tech Care+ Plan is a service product provided by JB Hi-Fi and administered by the Administrator.
- 2.2.** The JB Hi-Fi Tech Care+ Plan is designed to provide you with service support for your Device.
- 2.3.** Even if you do not buy a JB Hi-Fi Tech Care+ Plan:
 - a. Your Device comes with certain rights under the Australian Consumer Law which cannot be excluded. See the "Important Notices Given under the Australian Consumer Law" in clause 4 below. Your rights under this JB Hi-Fi Tech Care+ Plan are in addition to your rights under the Australian Consumer Law.
 - b. Your Device comes with the benefit of a JB Hi-Fi Voluntary Warranty. Your rights under this JB Hi-Fi Tech Care+ Plan are in addition to your rights under the JB Hi-Fi Voluntary Warranty.

3. Important note regarding faulty products and service requests

- 3.1.** If your Device is faulty, in addition to the rights you have under this Plan to contact the Administrator, you are always able to contact JB Hi-Fi to check whether you are entitled to a refund, replacement or repair of your Device under the Australian Consumer Law or JB Hi-Fi Voluntary Warranty.
- 3.2.** You can do this by contacting JB Hi-Fi on 1300 746 752 or by submitting an enquiry via the "Contact Us" feature of the JB Hi-Fi Business website at [Contact Us](#).

4. Important Notices Given under the Australian Consumer Law

Consumer Guarantees

- 4.1.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and to 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.
- 4.2.** In the event that you are provided with a Replacement Device under the terms of this Plan, in addition to the rights and remedies to which you may be entitled under the Australian Consumer Law, any other Australian law and under the terms of any manufacturer's warranty that comes with your Replacement Device, you will have coverage under the warranty guarantee as set out in this Plan.
- 4.3.** The Plan provides additional benefits to you not available under the Australian Consumer Law, including the certainty of knowing that if your Device is faulty it is covered for a specific time period. When you purchase a Plan, you are obtaining certainty as to the period of coverage, the service you will receive and the convenience of having the repair, refresh or replacement process managed for you by the Administrator. You are also covered for any damage to your Device, which is not within the scope of the Consumer Guarantees under the Australian Consumer Law.

5. JB Hi-Fi Tech Care+ Plan Features

Your JB Hi-Fi Tech Care+ Plan features depend on the type of Plan you purchased. The Plan type you purchased will be specified in your Receipt.

- 5.1.** Each Plan permits up to three (3) Any Reason Service Requests during the Plan Term. A request counts towards this limit whether it results in a Refresh or a Replace Outcome.

5.2. Any Reason Replace Plan:

- a. The default outcome is replacement. During the Plan Term, upon making an Any Reason service request and your payment of the applicable Service Fee, the Administrator will provide a Replace Outcome for any reason, including Specified Damage.
- b. Refresh option. At the time you submit your service request you may elect a Refresh option instead if you wish to keep the same Device. This counts as one of your three (3) Any Reason service requests.
- c. For a Replace Outcome, the Replacement Device will ordinarily be a refurbished device of the same make and model. If unavailable, the Administrator may, in its sole discretion, provide a refurbished device of a similar make and model. The Administrator may, in its discretion, instead provide a new device of the same make and model as your Device.
- d. A Replacement Device provided as a Replace Outcome will be supplied by advance exchange, meaning the Administrator will send the Replacement Device to you before it has received your Device.
- e. If the Administrator is unable, acting reasonably, to provide a Replacement Device of the same make and model or a reasonably comparable make and model within a reasonable period, JB Hi-Fi may instead provide a refund of the original purchase price of your Device and a pro-rata refund of the Plan Fee, calculated by reference to the unused portion of your Plan Term. If JB Hi-Fi provides those refunds, the Plan will end for that Device.
- f. The full conditions relating to an Any Reason Replacement Plan are set out in clause 12.

5.3. Any Reason Refresh Plan:

- a. During the Plan Term, upon making an Any Reason service request and your payment of the

applicable Service Fee, the Administrator will Refresh your Device for any reason, including Specified Damage.

b. Refresh includes the following:

- (i) your Device will be fully tested and diagnosed to identify any technical issues;
- (ii) any parts on your Device, including the battery, that are not working or are broken will be repaired or replaced as applicable;
- (iii) if your battery life is lower than 80% capacity, the battery will be swapped for a new one; and
- (iv) your Device will be wiped down to remove any surface dirt and any ports will be cleared of dirt and fluff.

5.4. Team Plans:

- a. A Team Plan is available where thirty (30) or more Plans are purchased in a single transaction.
- b. At the time of purchase, you may nominate the Team Plan as either an Any Reason Replace Plan or an Any Reason Refresh Plan.
- c. Subject to clause 10.5, a Team Plan provides the same features, benefits, entitlements, service limits, warranty guarantee, exclusions and conditions as the underlying JB Hi-Fi Tech Care+ Plan purchased by you.
- d. The additional conditions relating to payment of Service Fees and return of Devices applicable to Team Plans are set out in clauses 10.5 and 11.5.

5.5. Warranty Guarantee

- a. All Plans include a warranty guarantee. This warranty guarantee provides certainty that any Mechanical or Electrical Failure affecting your Device will be repaired by the Administrator for no Service Fee, subject to the terms and conditions of the Plan.
- b. During the Plan Term, if there is a Mechanical or Electrical Failure affecting your Device, the Administrator will pay for the parts, labour and service fees required for your Device to be repaired to normal working order, subject to the terms and conditions of the Plan.
- c. This coverage is in addition to the rights you may have under the JB Hi-Fi Voluntary Warranty and the Australian Consumer Law. Additional terms related to the warranty guarantee are set out in clause 14.
- d. The warranty guarantee cover requires you to return your Device to the Administrator in the same manner as a service request following the process outlined in clause 11.

6. Plan Fee and Service Fee Pricing

- 6.1. The Plan Fee, based on the Plan type, Plan Term and applicable Service Fee, will be quoted and recorded on your Receipt.

7. Purchasing a JB Hi-Fi Tech Care+ Plan

7.1. To purchase a JB Hi-Fi Tech Care+ Plan, you must:

- a. purchase a new Device from JB Hi-Fi that is within the Approved Range;
- b. purchase the Device on an outright basis and pay the purchase price of the Device in full;
- c. at the time of purchasing the Device, select the Plan type and Plan Term and request that it is added for that Device;
- d. provide JB Hi-Fi with a mobile phone number and a valid email address to which notices may be sent in connection with your Plan (JB Hi-Fi may provide these details to the Administrator); and
- e. pay the applicable Plan Fee to JB Hi-Fi at the time you purchase your Plan.

- 7.2. If a Plan is purchased at any time after the date of purchase of the Device with the intention of attaching the Plan to that Device, the Plan will be invalid, will be automatically cancelled and the applicable Plan Fee will be refunded.

8. Cancellation of your Plan

- 8.1.** You are entitled to a 15-day cooling-off period, starting on the date you purchase your Plan. During this cooling off period, you may cancel your Plan and receive a full refund, provided you have not yet submitted a service request.
- 8.2.** If JB Hi-Fi varies these terms and conditions under clause 16.4, you may cancel your Plan (even if the cooling-off period has expired) by notifying JB Hi-Fi within 15 days after JB Hi-Fi issues the notice of variation. If you cancel during that period, you will receive a pro-rata refund of the Plan Fee, calculated by reference to the number of days remaining in the Plan Term after the effective date of cancellation.
- 8.3.** If you return your Device to JB Hi-Fi or the manufacturer and are provided with a refund for your Device under JB Hi-Fi Voluntary Warranty, the Australian Consumer Law or the manufacturer's warranty for your Device, then you will be entitled to request JB Hi-Fi to cancel your JB Hi-Fi Tech Care+ Plan and you will receive a pro rata refund of the Plan Fee reflecting the number of days in the unexpired portion of your Plan Term after the date on which you returned your Device.
- 8.4.** JB Hi-Fi may cancel your Plan with immediate effect by giving you written notice if:
- a. you breach any of these terms;
 - b. JB Hi-Fi reasonably suspects you have engaged in fraud or criminal activity in relation to your Device or Plan; or
 - c. JB Hi-Fi is unable to complete registration of your Device for your Plan because you have provided incomplete or inaccurate information.
 - d. If JB Hi-Fi requires additional information and, having made reasonable efforts, is unsuccessful in its attempts to contact you to obtain or clarify that information, you will not be able to access the features of your Plan. JB Hi-Fi will cancel your Plan, notify you by email and provide a full refund.

9. Making a service request

- 9.1.** Service requests must be submitted online via the portal at jbhifi.bolttech.io. The online portal is operated by the Administrator on behalf of JB Hi-Fi. You cannot make a service request by contacting JB Hi-Fi or visiting a JB Hi-Fi store.
- 9.2.** Your Plan must be current and not expired or cancelled. You cannot make a service request if your Device has been lost or stolen. You must be able to return your Device.
- 9.3.** To be eligible to receive a service under any aspect of any JB Hi-Fi Tech Care+ Plan, your Device must not have any non-genuine parts and must not have been repaired, altered or modified other than by the Administrator, JB Hi-Fi, the manufacturer or an authorised representative. You must also prepare your Device for return in accordance with clause 11. If your Device is disabled, locked, IMEI blocked or contains non-genuine parts, you may be charged additional fees for the reasonable labour costs incurred by the Administrator to address those issues.
- 9.4.** If a Device is used in a manner not in accordance with the manufacturer's instructions or for a purpose that is not the purpose reasonably inferable from information made available about the Device, you will not be eligible to make a service request under the Plan.

10. Payment of Service Fees

- 10.1.** You must pay the applicable Service Fee to the Administrator when submitting an Any Reason service request.
- 10.2.** No Service Fee is payable in respect of a valid service request under the Warranty Guarantee.

- 10.3.** You will not be entitled to receive any service under the Plan, and neither JB Hi-Fi nor the Administrator will be obliged to provide any service, until you have paid the applicable Service Fee.
- 10.4.** Service Fees must be paid by credit card or debit card.
- 10.5.** Upon submission of a service request under the Plan for a Replace Outcome, you authorise the Administrator to place a temporary pre-authorisation hold on the card used to pay the Service Fee for an amount equal to the Estimated Replacement Value. This amount will be released after your Device is received in accordance with clause 11.
- 10.6.** If the Administrator is unable to charge your card, you must pay the Estimated Replacement Value to the Administrator on demand, and the Administrator may take reasonable steps to recover that amount from you.

Team Plans

- 10.7.** Notwithstanding clauses 10 to 10.3, where you hold a Team Plan:
- a. the Administrator will issue an invoice to you for any applicable Service Fees incurred during a calendar month;
 - b. invoices will be issued following the end of the relevant calendar month;
 - c. all invoices are payable within thirty (30) days of the invoice date;
 - d. the Administrator may issue a consolidated invoice containing Service Fees relating to multiple Devices covered under one or more JB Hi-Fi Tech Care+ Team Plans;
 - e. Service Fees must be paid directly to the Administrator using the payment method specified by the Administrator in the relevant invoice; and
 - f. if an invoice remains unpaid after the due date, JB Hi-Fi and the Administrator may suspend new service requests until the overdue amounts are paid. Any suspension does not extend the Plan Term.

11. Returning your Device

- 11.1.** The Administrator will provide instructions on how to return your Device to the Authorised Service Centre, which will involve you taking your Device to an Australia Post location.
- 11.2.** Before returning your Device to the Administrator, you must:
- a. remove any SIM card and any personal information from your Device;
 - b. disable all Device locking features and reset your Device to factory settings; and
 - c. ensure your Device is not disabled, locked or IMEI blocked. If your Device is disabled, locked or IMEI blocked you may be charged additional fees for the reasonable labour costs incurred by the Administrator in resolving those issues.
- 11.3.** The services may result in the loss or deletion of user-generated data on your Device. You should back up any data, including files, songs, photos, contacts, applications and other content stored on the Device before returning it.
- 11.4.** You cannot return your Device to a JB Hi-Fi store.
- 11.5.** Where you hold a Team Plan:
- a. Upon submission of your service request, the Administrator will advise the applicable return or service method, which may include courier, a nominated carrier, Authorised Service Centre, onsite service or another reasonable return or service method notified by the Administrator.
 - b. The Administrator may make available one or more return options and will advise the applicable return method at the time a service request is received. Available return methods may include collection by courier, return via a nominated carrier, return to a nominated

service location, onsite service arrangements, or such other method as determined by the Administrator from time to time.

12. Service Commitments

- 12.1. If your service request is for a Refresh Outcome or a repair for a Mechanical or Electrical Failure under the Warranty Guarantee, the Administrator will complete the service within five (5) Business Days after receiving the Device. Your Device will be returned to you after the refresh or repair is complete, subject to applicable courier delivery times.

13. Additional Terms for Any Reason Replacement Plan Service Requests

- 13.1. For a Replace outcome:
- a. you warrant that you own the Device and can transfer it free of third-party interests;
 - b. you must return your Device in accordance with clause 11 within five (5) Business Days of your receipt of the Replacement Device (**Return Deadline**);
 - c. If your Device is not received by the Administrator by the Return Deadline:
 - (i) the Estimated Replacement Value will be charged to the credit card used for payment of your Service Fee. If the Administrator is unable to take payment from your credit card, the Administrator may otherwise recover payment of the Estimated Replacement Value from you; or
 - (ii) for JB Hi-Fi Tech Care+ Team Plans, the Administrator may invoice you for the Estimated Replacement Value. That invoice will be payable in accordance with clause 10.7.
- 13.2. Ownership of the Device will transfer to the Administrator once the Device is received by the Administrator.
- 13.3. Any Replacement Device supplied under the Plan will be covered for the remainder of the Plan Term and will be treated as the Device for all purposes of the Plan.
- 13.4. For an elected Refresh Outcome, replacement, ownership transfer and advance-exchange provisions do not apply. The same Device is returned after service. The service request counts as one of your three (3) permitted Any Reason service requests.

14. Additional terms relating to the Warranty Guarantee

- 14.1. **Device Assessment:** If you make a service request under the Warranty Guarantee, the Administrator will assess whether there is a Mechanical or Electrical Failure of the Device. If a Mechanical or Electrical Failure is confirmed, the Device will be repaired or, at the Administrator's discretion, replaced. If the Administrator determines that the physical damage, including Specified Damage, to your Device is not a Mechanical or Electrical Failure of the Device, the Administrator will contact you to offer you the option to proceed with an Any Reason service request by paying the applicable Service Fee under your Plan. If you do not have any remaining service requests for a refresh or replacement, your Device will be returned to you.
- 14.2. **No Lemon Guarantee:** If a Device has had two separate covered repairs for Mechanical or Electrical Failure and a further covered repair is required during the Plan Term, the Administrator will replace the Device after assessment and confirmation.
- 14.3. **Mechanical or Electrical Failure:** the warranty guarantee covers Mechanical or Electrical Failure resulting from reasonable wear and tear, where the failure arises solely from normal and intended use of your Device and is not caused by an external influence, such as physical impact, electrical surge or liquid penetration.
- 14.4. **Warranty Guarantee exclusions:** The Warranty Guarantee **does not** cover:

- a. any pre-existing fault or deficiency in the operation, quality or appearance of your Device that was disclosed to you before you purchased the Device;
 - b. faults, loss or damage caused directly or indirectly by:
 - (i) negligence, accidental damage, misuse or unauthorised modification;
 - (ii) failure to follow the manufacturer instructions for usage, installation, operation or maintenance;
 - (iii) external electrical sources or events, including electrical interference, electrical storm damage, power surges or voltage fluctuations;
 - (iv) infestation by insects, pests or vermin;
 - (v) acts of God or man-made catastrophes;
 - (vi) water damage, rust, corrosion or other damage caused by weather or environmental conditions;
 - (vii) software, firmware upgrades or computer viruses;
 - (viii) consumables or accessories; or
 - (ix) product recalls, third-party claims, personal injury or property damage;
 - c. repairs or services relating to:
 - (i) cosmetic damage that does not affect operation of your Device;
 - (ii) accessories used with your Device;
 - (iii) cartridges, tapes, software, or add-on options incorporated into your Device; or
 - (iv) data or removable data media, including any loss, corruption or restoration of data;
 - d. loss or theft of your Device; or
 - e. any Device where the serial number has been removed or is illegible.
- 14.5.** Despite these exclusions, statutory rights, including under the Australian Consumer Law, may still apply.
- 14.6. Worldwide Cover.** The warranty guarantee applies worldwide while the Device is in your possession. If your Device requires repair outside Australia, you may be required to pay for repairs in advance and seek reimbursement from the Administrator. Reimbursement is only available if the Administrator reasonably determines that the repair is covered under your Plan and you provide proof of service and payment. You may also be required to obtain a quotation and the Administrator's prior approval. Visit jbhifi.bolttech.io for assistance.

15. Privacy

- 15.1.** JB Hi-Fi will collect Personal Information from you to issue the Plan and will disclose this information to the Administrator for the purpose of enabling the Administrator to perform its obligations in relation to the Plan. JB Hi-Fi will use your Personal Information only in accordance with its privacy policy, as updated from time to time and available at [Privacy policy - Help & Support - JB Hi-Fi](#).
- 15.2.** JB Hi-Fi may also use your Personal Information for the purpose of marketing its products and services to you, unless you opt-out of marketing, and otherwise in accordance with its privacy policy.
- 15.3.** The Administrator may collect, use and disclose Personal Information as necessary to perform its obligations in relation to the Plan. The Administrator may also disclose Personal Information to JB Hi-Fi for the purpose of enabling JB Hi-Fi to perform its obligations in connection with the Plans. The Administrator will use Personal Information only in accordance with its privacy policy ([link](#)).

16. Other matters

- 16.1.** The Plan is not an insurance policy and neither JB Hi-Fi nor the Administrator is an insurer. The Plan is a warranty and service product provided by JB Hi-Fi Group Pty Ltd ABN 37 093 114 286. JB Hi-Fi has entered into a separate services and administration agreement with the Administrator. Keep your Receipt or Tax Invoice as proof of purchase of your Device and Plan. You may need to provide these documents in connection with a service request. A

separate Plan must be purchased for each covered Device.

- 16.2.** Your Plan is non-transferable. The only party entitled to the benefit of a Plan is the individual registered on the Plan at the date of purchase.
- 16.3.** No party to these terms and conditions will be in default or breach of these terms and conditions to the extent their performance is prevented by a Force Majeure Event. Any party affected by a Force Majeure Event must take all reasonable steps to mitigate the effects of the Force Majeure Event as soon as practicable.
- 16.4.** JB Hi-Fi may vary these terms and conditions by providing not less than 30 days' written notice to you by email, to the extent reasonably necessary to protect its legitimate interests. This may include circumstances where JB Hi-Fi reasonably believes that it is not able to provide certain features to you, including as a result of events occurring after you purchase your JB Hi-Fi Tech Care+ Plan. If JB Hi-Fi varies the terms of the JB Hi-Fi Tech Care+ Plan, you have a right to cancel your Plan in accordance with clause 8.2.
- 16.5.** These terms and conditions are governed by the laws of the state of Victoria, Australia. Each party to these terms and conditions submits to the exclusive jurisdiction of the courts of the state of Victoria, Australia and the courts having jurisdiction to hear appeals from such courts.