

Website Terms of Sale for JB Education

Terms and conditions for goods sold by JB Hi-Fi Group Pty Ltd (ACN 093 114 286) from www.jbeducation.com.au/byod/.

These Terms and Conditions constitute a legally binding contract between the customer, ("you") and JB Hi-Fi Group Pty Ltd (ACN 093 114 286) ("JB Hi-Fi") and apply to the ordering, purchase, fulfilment and delivery of goods ("Goods") from www.jbeducation.com.au/byod/. By placing an order for Goods from JB Hi-Fi you agree to these Terms and Conditions.

Please read the following Terms and Conditions carefully before placing your order. The Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of Goods.

Please note that the Goods available for purchase from the Website are education specific products that are not available for purchase from JB Hi-Fi's retail stores.

3. DEFINITIONS

In these Terms and Conditions:

"Account" means a personal account created by you on the JB Hi-Fi Business Website or portal as applicable;

"Additional Delivery Charge" has the meaning given in Section 6.4;

"Delivery Charge" has the meaning given in Section 6.3;

"Delivery Options" means the delivery options available for an Order which are listed on the Website, as updated from time to time. The delivery options available for an Order will vary depending on factors such as the nature of the Goods you are purchasing and your delivery address. Delivery options may include: Australia Post eParcel, In-store Collect and School Collect; Delivery Charges and estimated delivery times may vary for each Delivery Option;

"In-store Collect" means the Delivery Option where you can collect your Goods from certain JB Hi-Fi stores;

"Order" means an order for Goods, placed on the Website;

"Password" means any password needed to access your Account or any offer, opportunity or feature associated with your Account;

"Premises" means the premises specified by you for delivery;

"Restricted Goods" means Goods which are only intended to be viewed, played, listened to or otherwise utilised by a person of at least a certain age; and

"Title Guarantee" means a guarantee pursuant to any of section 51, 52 or 53 of the Australian Consumer Law;

"School Collect" means a Delivery Option where, for participating schools, you can collect your Goods from the school premises;

“Selected Delivery Option” has the meaning given in Section 12.1; and

“Website” means www.jbeducation.com.au/byod/.

4. YOU AND YOUR LEGAL RIGHTS UNDER THE CONSUMER GUARANTEES PROVIDED BY THE AUSTRALIAN CONSUMER LAW

- 4.1 By placing an Order you warrant that you are an individual acquiring the Goods wholly or predominantly for personal, domestic or household use or consumption, including for use in an education setting.
- 4.2 Your purchase of Goods will be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that the Goods must be of acceptable quality, reasonably fit for the purpose that JB Hi-Fi represents they will be fit for and that the Goods will correspond with any description. Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.
- 4.3 Our goods and services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. You may recover damages from JB Hi-Fi for any reasonably foreseeable loss or damage that you suffer because of any failure of a service or goods to comply with these guarantees, and:
- (a) if the failure to comply with these guarantees for goods is a major failure or cannot be remedied, you are entitled to a replacement or refund. If a failure to comply with these guarantees for goods does not amount to a major failure you are entitled to request JB Hi-Fi remedy the failure within a reasonable time and if JB Hi-Fi fails to do so (by repairing the goods, replacing the goods or providing you with a refund);
 - (i) you may recover all reasonable costs you incur in having the failure remedied;
 - (ii) you may (in certain circumstances) be entitled to reject the goods and claim a replacement or refund from JB Hi-Fi; or
 - (b) if the failure to comply with these guarantees for a service is a major failure or cannot be remedied, you may terminate the agreement between you and JB Hi-Fi for the supply of the service or recover from JB Hi-Fi compensation for any reduction in the value of the service below the price paid or payable by you for the service. If a failure to comply with these guarantees for a service can be remedied and is not a major failure, you may request JB Hi-Fi to remedy the failure within a reasonable time, and if it cannot be so remedied you may recover from JB Hi-Fi all reasonable costs that you incur in having the failure remedied, or terminate your agreement with JB Hi-Fi for the provision of the service.

5. INFORMATION ABOUT JB HI-FI'S LIABILITY TO YOU AND YOUR LIABILITY TO JB HI-FI

Except to the extent caused by JB Hi-Fi's negligence or breach of these Terms and Conditions, or as otherwise required by law, JB Hi-Fi shall not be liable to you for any loss to you to the extent it is caused by: (i) your Account information being incomplete or inaccurate; (ii) any unauthorised use of your Password or Account which takes place before you notify JB Hi-Fi; (iii) your Order information being incomplete or inaccurate; (iv) being unable to change or cancel your Order once it has been accepted by JB Hi-Fi; (v) your Order not being received, being lost, misdirected or delayed as a result of the facility to place Orders being unavailable due to issues with the Website beyond the reasonable control of JB Hi-Fi; (vi) cancellation of your Order; (vii) the availability of any Goods beyond the reasonable control of JB Hi-Fi; (viii) delay in delivery of the Goods to you or delay in the availability of Goods for pick up in-store beyond the reasonable control of JB Hi-Fi; (ix) any delay in you receiving any refund due to you beyond the reasonable control of JB Hi-Fi;

(x) any late, lost or misdirected deliveries of Goods beyond the reasonable control of JB Hi-Fi; or
(xi) any loss, damage, cost or expense suffered as a direct or indirect result of JB Hi-Fi leaving the Goods in accordance with any "authority to leave" given by you, (xii) any breach of these Terms and Conditions by you; or (xiii) any other loss to the extent resulting from something outside of our control and within your control.

6. PRICING & TAXES

- 6.1 Prices for Goods are as shown on the Website.
- 6.2 JB Hi-Fi reserves the right to change the prices of Goods at any time without notice to you. The price displayed at the time that you place your Order will continue to apply to you even if the price changes before your Order is accepted by JB Hi-Fi.
- 6.3 In addition to the price for the Goods, you will also need to pay the listed delivery charge (if any) ("Delivery Charge") for your Selected Delivery Option. Any Delivery Charge will appear in your shopping cart.
- 6.4 In addition to the price for the Goods and the Delivery Charge (if any) you may also need to pay any additional delivery charges which are not shown in your shopping cart but which we incur because you live in an area where light aircraft or barge transport is required, or to which our national courier company does not provide a door-to-door service ("Additional Delivery Charge"). These include, without limitation, Christmas Island, Norfolk Island, Roma and Nhulunbuy. Such charges may apply even where the item is shown on the Website as having "free delivery", "free freight" or something similar. If you believe that you might live in such an area, you should contact Customer Service via byodsupport@jbhifi.com.au for more information.
- 6.5 If you live in an area to which an Additional Delivery Charge will apply JB Hi-Fi will contact you before accepting your Order and provide you with a quote for the Additional Delivery Charge. If, within the timescale specified, you do not agree to accept the Additional Delivery Charge, JB Hi-Fi will cancel your Order. JB Hi-Fi will not take payment for your Order until you have confirmed your acceptance of the Additional Delivery Charge.
- 6.6 By placing an Order you agree to pay the price for the Goods, any Delivery Charge and any Additional Delivery Charge.
- 6.7 All prices and Delivery Charges and Additional Delivery Charges quoted are in Australian dollars and are inclusive of GST.

7. YOUR ACCOUNT

- 7.1 You must create an Account on the Website before placing an Order. You do not have to create an Account before placing an Order.
- 7.2 You may not set up an Account for someone else. Your account must be in your individual name and not in the name of any partnership, company, trust, institution (including a school) or a government body.
- 7.3 Please ensure that you enter all information carefully when creating an Account. You warrant to JB Hi-Fi that all information provided by you in relation to your Account is complete, true and accurate.
- 7.4 You will be asked to set up a Password in order to access your Account. You must keep this Password confidential and must not disclose it to any other person. You will also receive a

'BYOD Code' from your associated school, which will allow you to set up your Account. You must keep this BYOD Code confidential and not disclose it to any other person.

- 7.5 You must notify JB Hi-Fi immediately if you become aware of any actual or potential unauthorised use of a Password or Account.
- 7.6 Please note that when you create an Account on the Website, you agree to subscribe to our marketing communications. You can unsubscribe at any time by the "unsubscribe" option in the relevant communication, for example, clicking on the unsubscribe link in the email you receive or texting the stated response word e.g. "STOP" or "UNSUB" or "REMOVE" to the mobile number in the SMS you receive.
- 7.7 You may not set up an account for someone else.
- 7.8 JB Hi-Fi may, in its sole discretion, terminate your Account or your use of the Website at any time without notice if you, or if JB Hi-Fi suspects that you, are in material breach of these Terms and Conditions or if JB Hi-Fi believes acting reasonably that this is necessary to protect you or JB Hi-Fi from fraud or other unlawful or unauthorised use.
- 7.9 Except for the extent caused by JB Hi-Fi's negligence or breach of these Terms and Conditions, if JB Hi-Fi suffers any loss, damage, cost or expense as a result of any unauthorised use of a Password associated with your Account or your Account itself which takes place before you notify JB Hi-Fi then you must pay JB Hi-Fi the amount of that loss, damage, cost or expense if JB Hi-Fi asks you to.

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8. ORDERS

- 8.1 You can place an Order by following the instructions on the Website.
- 8.2 An Order submitted by you is an offer by you to purchase the Goods for the price plus the Delivery Charge as shown at the time of submission of your Order and any applicable Additional Delivery Charge. JB Hi-Fi may accept or reject your offer in its absolute discretion. In particular, but without limitation, JB Hi-Fi may reject Orders from individuals who are not entitled to use the Website by virtue of their status or under a special offer. If you are not entitled to use the Website please visit www.jbhifi.com.au to purchase Goods from JB Hi-Fi.
- 8.3 Each Order that you place will, if accepted by JB Hi-Fi, be a separate and binding agreement between you and JB Hi-Fi with respect to the supply of the relevant Goods, in accordance with these terms and conditions.
- 8.4 If you place an Order for someone else to receive the Goods you must obtain their consent before providing JB Hi-Fi with their personal information and, by placing an Order, you confirm to JB Hi-Fi that you have done this.
- 8.5 Sale of Restricted Goods is subject to various Commonwealth, State and Territory laws. By placing an Order for any Restricted Goods you warrant to JB Hi-Fi that you are:
 - (a) 18 years of age or older, where you Order products that are classified R18+; and
 - (b) 15 years of age or older, where you Order products that are classified R15+.

When placing an Order for Restricted Goods you warrant that you are not obtaining the Restricted Goods on behalf of a person that is not eligible to purchase the Restricted Goods themselves.

- 8.6 Please ensure that you enter all information carefully when placing an Order. You warrant to JB Hi-Fi that all information provided by you in relation to each Order is complete, true and accurate.
- 8.7 Please check your Order and Selected Delivery Option carefully (including the quantities ordered) before submitting it as Orders may not be able to be changed or cancelled once the Order has been accepted by JB Hi-Fi. If you ask us to cancel or change your Order JB Hi-Fi will use reasonable endeavours to cancel or change the Order if it has not already been shipped but makes no representation that it will be able to do this.
- 8.8 Where you place separate Orders the Goods will be delivered separately and a separate Delivery Charge (and Additional Delivery Charge if applicable) will apply to each Order. JB Hi-Fi cannot consolidate separate Orders into one delivery.
- 8.9 Where you order more than one item in one Order, all Goods for which your Order is accepted at the same time will be dispatched together where practicable. However, in some cases Goods may be dispatched separately, for example: where the goods are being dispatched from different locations; or where the Goods are of different types (e.g. a mixture of hardware and software); or where the Goods have different availability statuses. Please note that a Delivery Charge is calculated based on several factors including the Good's weight, dimensions, packaging, the number of delivery shipments required and the Selected Delivery Option.
- 8.10 The internet can be an unstable, and sometimes insecure, marketplace. At times the facility to place Orders may not be available, your Order might not be received, your Order may be lost or misdirected, or your Order might be delayed due to issues with the Website beyond the reasonable control of JB Hi-Fi.
- 8.11 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system and contains appropriate protection to prevent damage to your computer system caused by viruses, malicious computer code or other forms of interference.

9. AFTER YOU HAVE SUBMITTED AN ORDER / PAYMENT

- 9.1 When you submit an Order you will receive an Order reference number via email.
- 9.2 JB Hi-Fi will process payment for your Order when, or shortly after, you place your Order.
- 9.3 Upon receipt of an Order JB Hi-Fi will email you an Order confirmation email containing your Order reference number, the price for the Goods, any Delivery Charge and any Additional Delivery Charge. At this point your Order has been accepted by JB Hi-Fi subject to stock availability. A copy of your invoice will be available on the Order History page on your Account.
- 9.4 If JB Hi-Fi is unable to fulfil your Order it will send you an email cancelling your Order as soon as practicable. In this event, JB Hi-Fi will refund any payment taken for your Order in accordance with Section 15.
- 9.5 When your Goods are dispatched JB Hi-Fi will send you an email confirming that the Goods have been dispatched.
- 9.6 When JB Hi-Fi accepts an Order it represents an agreement by JB Hi-Fi to supply the Goods to you in accordance with your Order subject to receiving payment from you and subject to these terms and conditions.

- 9.7 You must pay for Goods by credit card, certain prepaid payment cards, PayPal account, BPay, Afterpay (subject to Afterpay's Terms of Service), ZipPay (subject to the Zip Pay Terms & Conditions) or any interest free plan available on the Website (if any).
- 9.8 You must not pay, or attempt to pay, for Goods through any fraudulent or unlawful means. If the name on the credit card/payment card/account does not match the name on the Order, JB Hi-Fi may refuse to accept your order or ask you to provide additional information (for example, proof of identity documents) in accordance with its fraud detection processes. By providing your credit card/payment card/account or selecting one of the other available payment methods you authorise JB Hi-Fi to deduct the price and the applicable Delivery Charge(s) from such card or payment methods.
- 9.9 JB Hi-Fi reserves the right to change the payment methods that can be used for Orders at any time in its absolute discretion.
- 9.10 JB Hi-Fi may not be able to, or may decline to, accept payment from you by your nominated payment method: (a) where our fraud detection systems detect possible irregularities; (b) because your financial institution or other payment provider has declined payment; (c) because your payment card has expired; (e) where technical difficulties impact our ability to process payment; or (f) in any other situation if JB Hi-Fi believes, acting reasonably, that this is necessary to protect you or JB Hi-Fi from fraud or loss.

Where this is the case, JB Hi-Fi reserves the right to cancel your Order and/or place your Order on hold and request you to ask you to provide additional information (for example, proof of identity documents) or arrange payment by another method. If you are unable to comply with JB Hi-Fi's requests within the timescale specified, JB Hi-Fi may cancel your Order.

- 9.11 When you submit an Order, JB Hi-Fi may complete a pre-authorisation of the full value of the Order. A pre-authorisation is a practice of validating electronic transactions by holding the value of the Order unavailable until either the merchant charges the account or the transaction is cancelled. If an Order is cancelled (for example, because our fraud detection system has detected a possible irregularity), any pre-authorisation may still appear in your account as a pending transaction for a period of time, which will vary depending on your financial institution (e.g. 7 to 30 days). After such time, the funds will become available again for you to use.
- 9.12 Goods that you have ordered will not be dispatched to you until your payment for the Goods has cleared. If your payment cannot be processed, your Order will be rejected and we will notify you by email.

10. CANCELLATION OF ORDERS

- 10.1 JB Hi-Fi reserves the right to cancel, at any time before delivery, an Order that it has previously accepted where:
- (a) JB Hi-Fi, acting in good faith, is unable to obtain sufficient quantities of stock to fulfill your Order within a reasonable timeframe;
 - (b) an event beyond JB Hi-Fi's control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike, pandemic, government action or failure or problems with the Internet or third-party computer systems, means that JB Hi-Fi is unable to supply the Goods within a reasonable time;

- (c) Goods or services ordered were subject to an accidental error on the Website, for example, in relation to a description, price, reward or image, which was not discovered prior to the Order being dispatched;
- (d) you ask JB Hi-Fi to cancel your Order in accordance with Section 8.7; or
- (e) in the circumstances set out in Section 9.10.

10.2 You may cancel your Order where JB Hi-Fi:

- (a) has breached a material term of this Agreement; or
- (b) is not able to deliver your Order within a reasonable time of the estimated delivery time listed on the Website for the applicable Selected Delivery Option, other than a result of any delay: (i) for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Goods.

10.3 Where JB Hi-Fi cancels your order after acceptance it will send you an e-mail notifying you of the cancellation.

10.4 In the event JB Hi-Fi, or you, cancelling your Order after payment has been processed, JB Hi-Fi will refund any money paid in respect of that Order. Section 15 of these Terms and Conditions sets out further information about refunds.

11. AVAILABILITY OF GOODS/REFURBISHED STOCK

11.1 As JB Hi-Fi is dependent upon its Suppliers to provide stock, JB Hi-Fi cannot guarantee availability at all times. You acknowledge and agree that, from time to time, certain Goods may be out of stock or unavailable. JB Hi-Fi reserves the right to withdraw or suspend from sale any Goods displayed on the Website, either temporarily or permanently, at any time without notice to you.

11.2 After you place an Order, if there are any changes in available stock and JB Hi-Fi is unable to fulfil your Order, you will be notified as soon as possible.

11.3 Goods that are shown on the Website as "Refurbished Stock" are Goods which have a cosmetic blemish or imperfection such as a scratch, dent or rub mark, have had a fault that has now been repaired by the manufacturer, or are ex-display models. All Refurbished Stock is in good working order and comes with the standard manufacturer's warranty in addition to any statutory rights which may apply.

12. DELIVERY

12.1 When you place an Order for Goods to be delivered, you will be required to select one of the available Delivery Options for your Order ("Selected Delivery Option"). An estimated delivery time will be listed for your Selected Delivery Option. JB Hi-Fi will use reasonable endeavours to deliver the Goods in your Order by the estimated delivery time for the Selected Delivery Option. If certain Goods in your Order are out of stock, the Selected Delivery Option will list different estimated delivery times for those out of stock Goods. Please note that the estimated delivery time for your Selected Delivery Option is an approximate delivery time only and is not a guaranteed delivery time for your Order.

- 12.2 Title and risk in the Goods passes to you on the date and time of delivery of the Goods to the delivery address provided in your Order.
- 12.3 Goods will generally only be delivered to addresses within Australia. JB Hi-Fi is unable to deliver to certain parts of Australia and where this is the case you will not be able to process your Order. JB Hi-Fi may, in its absolute discretion, agree to accept Orders for delivery outside Australia but is under no obligation to do so.
- 12.4 Following dispatch of your Goods, JB Hi-Fi will email you with confirmation of dispatch and an invoice for your Order.
- 12.5 Not all delivery options described in this clause are available for all Orders or on all Accounts.

Parcel Delivery

- 12.6 Where requested, JB Hi-Fi will deliver to PO Boxes or Postal Lockers in Australia where possible based on the size of the Goods. Where it is not possible to deliver the Goods to a PO Box or Postal Locker and you have input a PO Box or Postal Locker as the delivery address when placing your Order, JB Hi-Fi will call you to arrange an alternative delivery address.
- 12.7 On delivery you may be required to sign a proof of delivery document. If you are not available to take delivery we will at our discretion, either:
 - (a) take your Goods to our delivery service provider's local depots;
 - (b) ask you if you are willing to give us "authority to leave" the Goods at a place that you believe is safe at, or outside, the delivery address;
 - (c) take your Goods to a JB Hi-Fi nominated alternate delivery point that is close to your delivery address (e.g. pharmacy, petrol station, post office or newsagent); or
 - (d) re-deliver your Goods to your delivery address at a later date.
- 12.8 You will receive a text message and/or a calling card at your delivery address containing details of the local depot, alternate delivery point or contact details for you to arrange for re-delivery of your Goods. Please note that if you do not pick up your Goods from the nominated alternate delivery point within the period specified in the text message and/or calling card, your Goods will be taken to one of our delivery service provider's local depots for you to pick up at your convenience. If you provide "authority to leave", we will leave the Goods at the agreed place. Risk and title in Goods passes to you at this time and you will bear the risk of any loss or theft of the Goods.
- 12.9 If you require Goods that you have ordered to be re-directed to an address which is not the original Order address, and such Goods have already been dispatched, JB Hi-Fi will use reasonable endeavours to re-direct the Goods to your requested address and JB Hi-Fi may charge you a reasonable fee for doing this.

13. In-Store Collect and School Collect

- 13.1 Many Goods can be picked up from a JB Hi-Fi store rather than being dispatched to you. Where you wish to do this you will need to nominate this option when you place your Order. Please note that some Goods are not available for pick up from store.
- 13.2 Only the person who placed the relevant Order may pick-up the Goods ordered in-store, unless that person nominates another person to pick-up the Goods on his or her behalf. Where the

Goods being picked-up include Restricted Goods, proof of age will be required to be produced by the person picking up the Goods.

13.3 When picking up Goods in store:

- (a) you (or the relevant person who you nominate to pick-up the Goods on your behalf) must provide photo identification (current drivers licence, passport or Keypass) to store staff to verify that the person collecting the goods is either the purchaser or the person nominated by purchaser to pick-up the Goods. If requested, you (or the relevant person who you nominate to pick-up the Goods on your behalf) must allow JB Hi-Fi to take a copy of this identification for fraud prevention purposes. The copy will not be used by JB Hi-Fi for any other purpose or disclosed to any person outside of JB Hi-Fi;
JB Hi-Fi staff may also check your signature against the signature on any credit/debit/payment card used to purchase the Goods. You must therefore ensure that you bring this card when picking up the Goods;
- (a) you (or the relevant person who you nominate to pick-up the Goods on your behalf) will also need to bring the email or SMS that JB Hi-Fi has sent to you confirming that the stock is available for pick-up; and
- (b) JB Hi-Fi staff have the right to refuse collection of Goods if you (or the relevant person who you nominate to pick-up the Goods on your behalf) cannot or will not satisfy the requirements set out above. In this event JB Hi-Fi will contact the person who placed the Order using the contact details provided.
- (c) You may also elect to collect your Goods from your school (if it chooses to participate in School Collect).
- (d) For both In-store Collect and School Collect for participating schools, an estimated period for collection of Goods will be shown on the Website at the time of submission of your Order. The estimated period for collection only applies to Orders for which full payment is received in accordance with these Terms and Conditions. If you choose to pick up Goods in-store, you will receive an e-mail confirmation from JB Hi-Fi when those Goods are ready for collection. JB Hi-Fi will use reasonable endeavours to make the Goods in your Order available for collection in-store by the end of the estimated period shown on the Website. Please note that the estimated period for collection of Goods is an approximate period only and availability of Goods for collection in-store within the estimated period is not guaranteed. If you choose to pick up Goods from a participating school, that school will notify you when the Goods are ready for collection.

Big and Bulky Delivery

For delivery of big and bulky items, JB Hi-Fi's [Big and Bulky Delivery Terms and Conditions](#) will also apply. If there is any inconsistency between these Terms and Conditions and JB Hi-Fi's Big and Bulky Delivery Terms and Conditions, these terms will prevail to the extent of any inconsistency.

Vendor or Distributor Delivery

If the Goods the subject of a delivery are to be delivered to you directly from one of JB Hi-Fi's distributors, suppliers and/ or vendors ("**Direct Delivery**"), then the terms and conditions applicable to that Direct Delivery will be the delivery terms and conditions of that relevant distributor, supplier and/ or vendor, as the case may be.

14. DELAY IN AVAILABILITY OR DELIVERY OF GOODS

14.1 You agree and acknowledge that:

- (a) JB Hi-Fi does not guarantee the dispatch or delivery or availability of Goods within the timeframes, estimated delivery times listed for the Delivery Options or the Selected Delivery Option for your Order, or any other timeframes or otherwise specified by JB Hi-Fi or any of its staff;
- (b) stock availability and events outside JB Hi-Fi's control (including adverse weather conditions, traffic conditions and governmental action) may cause delays, or in some circumstances, prevent your Goods from being delivered or available for pick-up in-store or available for pick-up in store;
- (c) delays are particularly likely to occur during busy sale periods such as those around Black Friday, Christmas, Easter and public holidays; and
- (d) except to the extent expressly set out in these terms and conditions or otherwise required by law (including, without limitation, the Australian Consumer Law), neither JB Hi-Fi nor any of its agents will be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in delivery of the Goods to you or delay in the availability of Goods for pick up in store, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

15. REFUNDS OF YOUR MONEY

15.1 Where JB Hi-Fi is obliged to refund your payment pursuant to these terms and conditions, JB Hi-Fi aims to initiate your refund to your original payment method(s) within 2 business days (Monday – Friday 9 a.m. to 5 p.m. Melbourne time). The additional time that it takes for you to actually receive your refund will depend upon how quickly your financial institution or other payment provider processes the refund. Please note that if JB Hi-Fi is obliged to provide you a partial refund of your payment for specific Goods in your Order, we will only refund the component of the Delivery Charge relating to the Goods which are subject to the refund.

16. RETURNS/FAULTY OR DAMAGED GOODS

16.1 You should check your Goods as soon as they are delivered to you in order to ensure that: (i) they are what you ordered; and (ii) they are not damaged or faulty. If this is not the case you should contact JB Hi-Fi on jbbusiness@jbhifi.com.au as soon as possible. Where you are not a Consumer, if you fail to give notice to JB Hi-Fi of any problem or defect with the Order within 7 days of delivery, JB Hi-Fi reserves the right (acting reasonably and in good faith) not to accept return of the Goods or any liability for any alleged damage.

16.2 Except to the extent otherwise required by law or where the Goods are faulty (in which case Sections 16.4 - 16.6 apply), all returns of goods that have been correctly delivered to you in accordance with an Order must be approved in writing by JB Hi-Fi ("Approved Returns"). JB Hi-Fi reserves its absolute discretion to accept or reject requests for return of such Goods. Except to the extent otherwise required by law or where the Goods are faulty (in which case Sections 16.4 - 16.6 apply), bespoke, indent or customer Orders will not be accepted for return under any circumstances. Approved Returns must be freight prepaid by you. JB Hi-Fi will credit or refund you for Approved Returns only if they are in saleable condition (as reasonably determined by JB Hi-Fi) upon return and then only upon conditions acceptable to JB Hi-Fi and

at your entire cost and provided the goods are and remain sealed in a manner in which they were delivered and accompanied by documentation showing:

- customer name, address and account number;
- invoice number; and
- the reason for return and copy of approval issued by JB Hi-Fi.

Approved Returns are at your risk as to loss or damage until such time as the goods reach JB Hi-Fi's place of business.

16.3 Our goods usually come with warranties from the manufacturer. Your rights under these warranties are governed by the specific terms of the warranty. JB Hi-Fi has no liability to you in respect of such warranties.

16.4 In respect of goods supplied under these terms and conditions, subject to Section 16.5, if you are a Consumer and are purchasing goods which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of JB Hi-Fi for loss, however caused (including by the negligence of JB Hi-Fi), suffered or incurred by you because of a failure to comply with a Consumer Guarantee is limited to JB Hi-Fi (at its election):

- (a) replacing the goods or supplying equivalent goods;
- (b) repairing the goods;
- (c) paying the cost of replacing the goods or of acquiring equivalent goods; or
- (d) paying the cost of having the goods repaired.

16.5 Section 16.4 does not apply if it is not fair or reasonable for JB Hi-Fi to rely on them, if the goods are Consumer Goods, or in relation to Title Guarantees.

16.6 When you are entitled to return faulty Goods:

- (a) please provide JB Hi-Fi with your proof of purchase;
- (b) it is a requirement for the fulfilment of refunds, exchanges and warranties that you use their best endeavours to return all out-of-the-box accessories (such as power cords and batteries) supplied at the time of original purchase.

You are also encouraged to use the original packaging where possible in order to avoid damage in transit.

16.7 You are not entitled to any refund or exchange just because any packaging is damaged in transit. The packaging exists to protect the Goods themselves.

16.8 If Goods are unused but have been unpacked, we may, at our absolute discretion, accept return of the Goods in the event of a change of mind provided they are in perfect condition. However, in such cases we will not refund any Delivery Charge, and you must pay for us to pick up the goods if you are unable to return the Goods to a JB Hi-Fi store and we will apply a restocking fee equal to 20% of the original purchase price.

17. PRIVACY

- 17.1 JB Hi-Fi policy on the collection, use and disclosure of customers' personal information is set out in its [Privacy Statement](#) which forms part of these terms and conditions.

18. WEBSITE TERMS

- 18.1 Your use of the Website is governed by the [Website Terms of Use](#).

19. GENERAL

- 19.1 Subject to Section 19.3 and to any terms implied by law (including, without limitation, the Consumer Guarantees under the Australian Consumer Law), unless JB Hi-Fi otherwise agrees in writing, these Terms and Conditions are the only terms which shall apply to Goods supplied pursuant to an Order on the Website.
- 19.2 JB Hi-Fi reserves the right to amend these terms and conditions at any time. Any amendment will take effect from the time that it appears on the Website. The terms and conditions which apply at the time that you place your Order are the terms and conditions which will apply to your Order.
- 19.3 Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.
- 19.4 These terms and conditions are governed by the laws of Victoria, Australia.

Version 2 – [November 2023]