

Website terms of use

Welcome to the JB Hi-Fi website (Website). By using the Website you agree that your use of the Website is subject to these Terms of Use. Please read them carefully. JB Hi-Fi may from time to time amend these Terms of Use without prior notice.

JB Hi-Fi reserves the right to, at any time:

- amend, update, change or remove any part of this Website; and/or
- stop or suspend the operation of this Website.

General Disclaimer

- a) This Website and its contents are provided to you on an "as is" basis. Information on this Website may contain typographical errors, technical inaccuracies or other errors and may not be accurate, complete or current;
- b) JB Hi-Fi makes no guarantees about the availability or accessibility of this Website.
- c) Any answers provided to questions published on this Website are general opinions only and should not be taken as definitive or exhaustive, nor are such answers intended to be advice as to any specific issue you may have.
- d) Except to the extent otherwise provided by law (including any rights that you may have under the Australian Consumer Law), JB Hi-Fi is not liable for any loss suffered by you as a result of any of the above.

Copyright

- a) This Website and its contents are subject to copyright. The copyright is owned by JB Hi-Fi, or in the case of some material, third parties.
- b) You may view this Website and its contents using your web browser and electronically copy and print hard copies of parts of this Website and its contents for personal, non-commercial use. Except as permitted under the Copyright Act 1968 (Cth) or similar statutes that apply in your location, any other use (including any adaptation, reproduction, broadcast, decompiling, disassembling, downloading, copying, storage, distribution, transmission, printing, display, publication or creation of derivative works) of any part of this Website is prohibited.

Trade Marks

Nothing contained in this Website shall be construed as granting any licence or right to use any trade mark displayed on this Website.

Mode of Access

In order to use this Website, you will need internet access, devices and systems which are compatible with this Website. It is your responsibility to ensure that you meet the relevant requirements (which may change from time to time). JB Hi-Fi has no obligation to make this

Website available on any particular device or system, whether or not such device or system can currently, or has in the past been able to, access this Website.

Third Party Websites

This Website may contain links to third party websites. Those links are provided for convenience only and may not remain current or be maintained. JB Hi-Fi has no control over and is not responsible for the content or privacy practices associated with linked websites. It is your responsibility to read and understand the terms and conditions applicable to any such websites. Save as otherwise provided for by law, JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered as a result of your use of such websites.

Cookies

Cookies are small pieces of information that your web browser stores on your computer's hard drive. JB Hi-Fi uses cookies to gather data in relation to this Website. You may disable cookies on your web browser, but if you do you may not be able to fully utilise all the features of this Website.

Viruses

You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system or those of other parties. Save as otherwise provided for by law, JB Hi-Fi will not be liable to you, or any other person, for any losses, liabilities, damages, costs, charges or inconvenience incurred, paid or suffered as a result of viruses, malicious computer code or other forms of interference, or damage to your computer system or those of any person which arise in connection with your use of this Website.

Material Submitted By You

- a) Any material submitted by you (including links to third party content) to the Website which can be accessed and viewed by the public is user generated content (**UGC**).
- b) Certain parts of this Website may allow you to submit UGC. By submitting any UGC TO JB Hi-Fi, you acknowledge and agree that:
 - i. you will only submit UGC that is your original content of which you are the sole author (and the sole owner of all intellectual property rights embodied in such content), or where the content is adapted from existing content, you have obtained all consents and licences from third parties necessary for the submission and display of your UGC on this Website and the grant of the licences by you to JB Hi-Fi under these Terms of Use;
 - ii. the submission and display of your UGC on this Website, is not in breach of any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or any applicable laws;
 - iii. you will not submit any UGC the submission of which by you, or use of which by JB Hi-Fi, will violate any law, statute, ordinance or regulation (including, but not

limited to, those governing consumer protection, unfair competition, anti-discrimination, misleading & deceptive conduct or false advertising);

- iv. you waive all moral rights that you may have in your UGC;
- v. none of your UGC is subject to any obligation of confidence on the part of JB Hi-Fi, its officers, directors, agents, related bodies corporate, employees and third party service providers;
- vi. JB Hi-Fi has no obligation to monitor UGC but may do so and may edit, amend or remove UGC in its absolute discretion without notice to you;
- vii. you will not post, link to or otherwise publish any UGC containing any form of advertising or promotion for goods and services or any spam or other form of unsolicited communication;
- viii. you will not post any content that includes any information that references other websites, addresses, email addresses, contact information, personal information (other than your own) or phone numbers;
- ix. you will not post or transmit any UGC that contains software viruses, files or code designed to interrupt, destroy or limit the functionality of this Website or any computer software or equipment;
- x. your UGC shall not contain material that is false, inaccurate, misleading, deceptive, invasive of another person's privacy, defamatory, libellous, hateful, racially biased, threatening or harassing to any individual, partnership or corporation or which a reader may reasonably find offensive, inappropriate, abusive or indecent or otherwise unlawful and will not promote pyramid schemes or chain letters;
- xi. you grant an irrevocable, perpetual, worldwide, non-exclusive, transferable, royalty-free and sub-licensable right and licence to JB Hi-Fi to use, copy, modify, delete in its entirety, publish, and display your UGC on this Website, modify, adapt, publish, create derivative works from, sell and distribute your UGC, and incorporate such content into any form, medium or technology throughout the world without reference or notice to you and without any compensation or obligation to you;
- xii. the use by JB Hi-Fi of your UGC in accordance with the licences granted by you to JB Hi-Fi under these Terms of Use will not breach any third party's rights;
- xiii. JB Hi-Fi has no responsibility for your UGC and you agree to pay JB Hi-Fi (and its officers, directors, agents, related bodies corporate, employees and third party service providers) for any claims, losses, liabilities, damages, costs, charges and expenses that are suffered or incurred by JB Hi-Fi (or its officers, directors, agents, related bodies corporate, employees and third party service providers) arising out of a breach of these Terms of Use (including the requirements set out in this clause (b) and in clause (c)), or from your violation of any law or the rights of a third party in relation to your submission of content, except to the extent caused by a negligent act of JB Hi-Fi; and
- xiv. All UGC may be used (or not used) at JB Hi-Fi's sole discretion. In addition to its rights in this clause, JB Hi-Fi reserves the right to change, condense or delete any content on the Website that JB Hi-Fi deems, in its sole discretion, to violate

the content guidelines or any other provision of these Terms of Use. JB Hi-Fi does not guarantee that you will have any recourse through JB Hi-Fi to edit or delete any content you have submitted. Ratings and written comments are generally posted within two to four business days. However, JB Hi-Fi reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not JB Hi-Fi, are responsible for the contents of your submission.

- c) To the extent that your UGC includes a rating or review of a product or service, by submitting your UGC, you further represent and warrant to JB Hi-Fi that:
- i. you are a bona fide user of that product or service, and the rating or review reflects your honest opinions, findings, beliefs and experiences in relation to that product or service;
 - ii. save to the extent disclosed in the rating or review, you have not received any monetary payment or other valuable consideration in connection with the rating or review; and
 - iii. save to the extent disclosed in the rating or review, you do not have any financial interest in that product or service, or any affiliation with the manufacturer or provider of that product or service (or any competitor of the manufacturer or provider of that product or service) which could reasonably be expected to compromise the impartiality of the rating or review.
- d) To the extent your UGC includes a question or query, you acknowledge that JB Hi-Fi may answer your question or query solely in its own discretion, but is not under any obligation to answer your question or query. Further, you acknowledge and agree that any answers provided to your question or query are general opinions only and should not be taken as being definitive or exhaustive, nor are such answers intended to be advice as to any specific issue you may have.
- e) By submitting your email address (or any other contact details) in connection with your UGC, you agree that JB Hi-Fi and its third party service providers may use your email address (or other contact details) to contact you about your UGC and as otherwise set out in JB Hi-Fi's Privacy Policy.
- f) You consent to the publication of your name as the provider of the content submitted by you (if JB Hi-Fi chooses to do so) and acknowledge the terms of [JB Hi-Fi's Privacy Policy](#).

Notice and Takedown Procedure

If you find content on this Website which you think infringes your intellectual property rights or is in breach of these Terms of Use, please contact us and please specify the following information:

- your name;
- your address;
- your phone number;
- your email address;

- information to allow us to find the relevant content on this Website;
- a description of the item or items that you believe is in breach of your intellectual property rights or these Terms of Use, and the reasons for this; and
- where applicable, details of the owner of the content (and if you are not the owner, the capacity in which you are acting on their behalf).

Severability

If any provision of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of any other provision of these Terms of Use.

Applicable Law

These Terms of Use are governed by the laws of Victoria, Australia. Any disputes arising in connection with these Terms of Use are subject to the exclusive jurisdiction of the courts of Victoria, Australia. JB Hi-Fi makes no representation or warranty that the content of this Website complies with the laws of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access this Website.

JB Hi-Fi

In these Terms of Use a reference to JB Hi-Fi is a reference to JB Hi-Fi Group Pty Ltd (ABN 37 093 114 286) and its related bodies corporate from time to time.

v6 October 2023