

1 Yr Video Game Software PRP

This Plan covers the following products: Xbox™ 360° Software, Xbox Software, PlayStation®2 Software, PlayStation 1 Software, PlayStation Portable Software, Nintendo® DS Software, GameCube™ Software and Game Boy Advance®, PlayStation®3 Software, Nintendo® Wii Software.

Throughout this Product Replacement Plan ("Plan") the words "we," "us" and "our" refers to AIG WarrantyGuard, Inc. ("AIGWG"), the Obligor of this Plan except in Oklahoma, and the Administrator of this Plan. AIGWG can be contacted at 300 South Riverside Plaza, Chicago, Il 60606-6613, (800)250-3819. "Best Buy" refers to Best Buy Stores L.P. The words "you" and "your" refer to the purchaser of this Plan or whom this Plan was transferred.

The sales receipt containing the length of the service contract, commencement date and product identification constitute the entire agreement.

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the Terms and Conditions set forth herein.

To Obtain A Replacement Product: Call 1-888-539-6883, 24 hours a day, 7 days a week. Do not return product to the store. Be sure you have the original sales receipt available so that your claim can be processed. A Return Authorization Number (RA #) will be issued along with complete instructions, a mailing label and prepaid postage for you to ship your defective product.

Replacement Coverage: This Plan provides for replacement of the covered product found to be defective with a product that has the same title as your original Video Game software excluding PC games. In the event that the identical product is no longer available, we will provide you a check for the reimbursement of the purchase value of the unit.

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Once a replacement unit or check has been issued, this Plan is fulfilled.

- Coverage under this Plan is effective up to one (1) year from the original product purchase date.
- This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, this Plan continues to provide the manufacturer's benefits as well as certain additional benefits listed within the Plan's Terms and Conditions.
- This Plan covers manufacturer's defects in materials and workmanship.
- This Plan provides complete power surge protection from the date of purchase on the product covered.
- International coverage is available on a limited basis. For details call 1-888-BESTBUY.
- This Plan provides coverage for product failures due to dust, internal heat, internal humidity/condensation and normal wear and tear.
- This Plan provides replacement for software that are scratched as a result of normal use.
- This Plan is transferable.
- No deductible applies to this Plan.
- Replacement products maybe new or authorized copies that perform to the specifications of the manufacturer of the original product at our discretion.
- In some situations, we may require you to secure your replacement product with a credit card number until we receive the defective product from you. If we do not receive your defective product your credit card may be charged the value of the replacement.
- This Plan is fulfilled when a product is replaced.

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Purchaser Records: You must have this validated Plan and all original receipts to receive any product replacements, exchanges or voucher credits.

Availability of Services: While we try to complete replacements as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to, manufacturer's delays, product availability, shipping, or (Acts of God).

Manufacturer's Responsibilities: Products, accessories, and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

General Exclusions: This Plan does not cover replacements necessitated by accidental, intentional physical damage, external condensation, fire, viruses, loss or damage to stored data, spilled liquids, insect infestation, rodents, misuse, abuse, rust or damage caused by non-authorized repair personnel.

- This Plan is not available or valid on products used for: commercial purposes (multi-user organizations), public rental or communal use in multi-family housing. Use of a product for these purposes will cancel this Plan, unless noted specifically as a commercial Plan on the original purchase receipt.
- This Plan does not cover consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.
- This Plan does not cover devices used to play your Musical CDs, DVD Disks or Video Game Software.
- This Plan does not cover pre-existing conditions; improper use of any power supply; cleanings and alignments unless otherwise noted; theft; fire or water damage; accessories unless

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listed.

- **This Plan does not cover external memory storage devices (memory cards, etc.); batteries, unless specified by this Plan.**
- **This Plan does not cover “Acts of God.”**
- **This Plan does not cover any failures, or parts and/or labor costs incurred as a result of a manufacturer’s recall.**

Renewable: This plan is not renewable.

Transferable: This plan is transferable to another owner for the product identified by the serial number on this validated Plan. There are no restrictions provided your contract is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner. Call 1-888-BESTBUY or visit your nearest Best Buy store.

No cancellation fee applies to this Plan.

Cancellation: This Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by sending to us notice of cancellation: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

Mail cancellation request along with this document and all original receipts to:

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AIGWG

Video Game Product Replacement Plan

P.O. Box 9312

Minneapolis, MN 55440-9312

ATTN: Customer Care

Cancellations requests by you, which are processed via the mail request, may take up to 4 – 6 weeks for completion.

If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, OK, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Video Game Product Replacement Plan is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Video Game Product Replacement Plan is secured by a contractual liability or reimbursement insurance policy provided by New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-

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rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

FLORIDA RESIDENTS: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

GEORGIA RESIDENTS: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the

excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

KANSAS RESIDENTS: This Plan is not an insurance policy.

NEVADA RESIDENTS: This Plan is not an insurance policy. If the plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

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OKLAHOMA RESIDENTS: This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either you or we cancel this Plan, the return of the Plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the Plan, less the cost of any service received. Best Buy is the obligor under this Plan.

SOUTH CAROLINA RESIDENTS: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

TEXAS RESIDENTS: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

UTAH RESIDENTS: NOTICE. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to noti-

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fy within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation.

WASHINGTON RESIDENTS: You may apply directly to the insurance company.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

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