

Consumer Guarantees

Understanding **your Rights**

Consumer Electronic Devices & Home Entertainment Products

[JB HI-FI]

Voluntary Warranty Guide November 2011

JB Hi-Fi Group Pty Ltd (ABN 37 093 114 286)

The Australian Consumer Law & Your Rights

The Australian Consumer Law protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the Law requires that goods must be free of defects, and do what they are meant to do. Services must be carried out with care and skill. These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called 'Consumer Guarantees'.

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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

Consumer Guarantees have no set time limit – depending on the price and quality of goods, consumers may be entitled to a remedy after any manufacturers' or extended warranty has expired.

JB HI-FI Refund & Warranty Policies

JB HI-FI has outlined in this document its voluntary refund & warranty policies.

These policies are in addition to, and do not limit your rights with respect to, the Consumer Guarantees or any other rights and remedies that you have under a law in relation to the relevant goods and services.

The policies are intended to cover the vast majority of different circumstances that would be taken into account when determining an appropriate remedy consistent with your statutory rights.

These policies set out the minimum steps that JB HI-FI will take in those circumstances to provide you with an appropriate remedy.

JB HI-FI has used its best endeavours to ensure the policies provide for a reasonable and lawful remedy when dealing with the majority of circumstances that are not immediately remedied to your satisfaction by the manufacturer's voluntary warranty or your JB HI-FI extended warranty.

Staff Code of Conduct

JB HI-FI staff are obligated to ensure that your statutory rights are NOT limited in any way. Limiting your rights may include:

- Informing you that the manufacturer is solely obligated to remedy your faulty product

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- Refusing to refund a product that is faulty or became faulty through no fault of your own within a time frame deemed reasonable by this document
 - Failing to assist in a courteous and timely manner with a remedy that is in accordance with JB HI-FI's Voluntary Warranty & Refund Policies
 - Redirecting you to another JB HI-FI store because your original purchase was made there.

At any time you feel that JB HI-FI staff conduct is not in accordance with these guidelines then ask to speak to the Store Manager or Manager on Duty.

Definitions

Consumer Guarantees

When you buy goods or services, the Australian Consumer Law provides that you have guaranteed rights that:

- the goods are of acceptable quality
- the goods match their description or any sample or demonstration model
- the goods are fit for any represented purpose or purpose you, the consumer, made known
- repairs and spare parts are reasonably available (unless written notice was given that repairs or spare parts would not be available)
- the services are carried out with reasonable care and skill and are completed within a reasonable time

These Consumer Guarantees cannot be refused, changed or limited (even in the fine print) by a retailer or supplier

Voluntary Warranty

Sellers and manufacturers can make extra promises about their goods or services as a way of giving consumers more confidence in their quality, or the level of customer protection if things go wrong. These kinds of promises are called 'voluntary' or 'express' warranties. They are also known by other names, including 'manufacturer's warranties', 'store warranties' or 'refund policies'.

Regardless of the terms and conditions, voluntary warranties do not override or alter Consumer Guarantees, or affect a seller's responsibility to meet Consumer Guarantees.

Extended Warranty

Retailers sometimes give consumers the option of buying an extra warranty that provides protection for a specified period, often for some time after a manufacturer's warranty runs out. These kinds of agreements are called 'extended warranties'. While some extended warranties may 'extend' a manufacturer's warranty, many are actually a separate service or insurance contract with different terms and conditions.

Acceptable Quality

Goods are not of "acceptable quality" if they:

- are faulty or become faulty through no fault of your own within a reasonable time frame after purchase
- have defects
- are not "brand new"
- are not fit for purpose
- are not acceptable in appearance or finish
- are not safe
- are not of acceptable durability

unless the reason that the goods are not of acceptable quality was brought to your attention before you made your purchase.

Not fit for Purpose

Goods are not fit for purpose if:

- they are not fit for all purposes you would usually use those goods for;
- they are not fit for any represented purpose;
- they are not fit for a purpose you made known to sales staff at the time of purchase.

Major Failure

A faulty product will be deemed a major failure if:

- a reasonable customer would not have purchased the goods if they had been fully aware of the extent of the failure
- the goods depart in a significant respect from any description, sample or model
- the goods are substantially unfit for purpose and cannot be easily remedied within a reasonable time
- the goods are unsafe

JB HI-FI Refund Policy

JB HI-FI will provide a refund in accordance with the Refund Guide and Warranty Policy Guide set out in this document.

These Guides set out the minimum time periods within which JB HI-FI will offer you a refund.

To obtain a refund or any other remedy you will be required to provide proof of purchase and, for faulty products, JB HI-FI needs to be satisfied that the problem with the goods was not your fault.

Refund Guide

Pre-Paid Service Cards eg iTunes, Telstra Prepaid

No in store refund is available for non JB Hi Fi gift cards and/or prepaid services such as iTunes, Telstra Pre-Paid, Xbox Live, & Bigpond Media. If you experience activation problems with these individual products then contact the individual service provider support centre for assistance in activating your credit entitlement.

CDs, DVDs, Games & Computer Software

Returned Product Status	Policy	Time Limit	Exclusions and other Conditions
Faulty Product with packaging in any condition or packaging discarded	100% Refund	90 Days	
Unused & Unopened, packaging in good condition (product not faulty)	100% Refund	90 Days	No refund allowed for PC Games or Computer Software

Refund may be available after 90 days if breach of Consumer Guarantees

All Other Products

Returned Product Status	Policy	Time Limit	Exclusions and other Conditions
Faulty Product with packaging in any condition or packaging discarded	100% Refund	30 Days	Refer to Warranty Policy Guide for refunds and remedies after 30 days
Unused & Unopened, packaging in good condition (product not faulty)	100% Refund	30 Days	

Refund may be available after 30 days if breach of Consumer Guarantees

Warranty Policy Guide

This Warranty Policy Guide sets out minimum remedies available to customers determined by the product category, the original purchase price and the time frame after purchase in relation to the occurrence of a fault or major failure. Alternative remedies may be available subject to individual circumstances for breaches of the Consumer Guarantees.

TVs, Desktop Computers, Audio Visual Equipment

Original purchase price	<30 Days	<60 Days	<180 Days	<13 Months	<19 Months	<2 Years	<2½ Years
<\$3000	Green	Blue	Blue	Orange	Orange	Red	Red
>\$3000	Green	Green	Blue	Orange	Orange	Orange	Red

Portable Computers

Original purchase price	<30 Days	<60 Days	<180 Days	<13 Months	<19 Months	<2 Years
<\$2000	Green	Blue	Blue	Orange	Red	Red
>\$2000	Green	Blue	Blue	Orange	Orange	Red

Cameras, Portable Navigation, Portable Video, Mobile Phone Handset, Portable Audio incl. Car Sound Systems, Games Consoles

Original purchase price	<30 Days	<60 Days	<180 Days	<13 Months	<19 Months	<2 Years
<\$1000	Green	Blue	Blue	Orange	Red	Red
>\$1000	Green	Green	Blue	Orange	Orange	Red

Warranty Policy Remedy

	<p>If the product is determined to be faulty through no fault of the customer then JB Hi-Fi Policy is to offer a refund of original purchase price or exchange the product at the customer's discretion.</p>
	<p>JB Hi-Fi or the manufacturer will determine at no cost to the customer the cause of the fault within a reasonable time frame. If the product is determined faulty through no fault of customer, then JB Hi-Fi Policy is to offer repair free of charge in accordance with the manufacturers warranty. Alternatively, in the event of a 'major failure', customers can request a refund of the original purchase price.</p>
	<p>If the product is not covered by a manufacturer's or extended warranty, then JB Hi-Fi will determine at no cost to the customer the cause of the fault within reasonable time frame. If JB Hi-Fi is satisfied the product was faulty due to an inherent defect at time of purchase, then JB Hi-Fi will offer repair free of charge; or may, at its own discretion, replace the product with a new current model of the same brand that has, at a minimum, similar features to the returned product.</p>
	<p>If the product is not covered by a manufacturer's or extended warranty, then JB Hi-Fi will determine at no cost to the customer the cause of the fault within a reasonable time frame. If JB Hi-Fi is satisfied the product was faulty due to an inherent defect at time of purchase, then JB Hi-Fi will offer repair free of charge.</p>


Refunds & Replacements: Accessories

In most circumstances faulty goods would have been sold complete with out of the box accessories such as remotes, controllers, power cords, battery chargers and computer connectivity cables. It is a requirement for the fulfilment of refunds, exchanges and replacements that customers have used their best endeavours to return faulty products complete with the out of the box accessories supplied at the time of the original purchase.

Expenses of Claiming under JB Hi-Fi's Warranty Policy

If your goods are faulty and you are entitled to a remedy under JB Hi-Fi's Warranty Policy, JB Hi-Fi will bear your reasonable expenses of making a claim under the Policy. This includes arranging and paying for, or reimbursing, the reasonable cost of the transport of the goods to and from your nearest store and/or to any repair agent, provided that you contact us in advance and obtain our prior approval.

Warranty Claim Procedure

Is the faulty product classified  in the warranty policy guide?

▶ **Yes**

Return the product to your nearest JB HI-FI store for refund or exchange in accordance with JB HI-FI's Refund Policy.

▽
No

Is the faulty product covered within the Manufacturer's Warranty?

▶ **Yes**

JB HI-FI recommends that you contact the manufacturer as per their warranty terms and arrange for a remedy. If this is not convenient for you or the manufacturer's remedy is not to your satisfaction then contact the Store Manager of your nearest JB HI-FI store for assistance.

▽
No

Is the faulty product covered by a JB HI-FI Extended Warranty?

▶ **Yes**

Contact the Extended Warranty Service Agent as per your agreement and arrange for a remedy. If this remedy is not to your satisfaction or you are not receiving prompt and efficient service then contact the Store Manager of your nearest JB HI-FI store for assistance.

▽
No

JB HI-FI recommends you contact the manufacturer's customer assistance department. Even though the manufacturer's warranty may have expired the manufacturer is not only best suited but is obligated to assess the nature, cause and extent of a failure or fault if you have reason to believe there has been a breach of the Consumer Guarantees. If at any time you are not satisfied with the manufacturer's remedy in relation to your statutory rights then contact the Store Manager of your nearest JB HI-FI store for assistance.

- For a list of most manufacturer's customer assistance contact details go to: www.jbhifi.com.au/manufacturers
- To locate your nearest JB HI-FI store go to: www.jbhifi.com.au

Dispute Resolution

If at any time you feel that your rights under the Australian Consumer Law or rights in accordance with JB HI-FI's Refund & Warranty Policies contained in this brochure are not being satisfactorily observed by our staff, the product manufacturer or our extended warranty agent then you may escalate your dispute in writing to:

Warranty Claims Officer

JB Hi-Fi Group Pty Ltd
PO Box 561
Chadstone Victoria 3148
Tel: 8530 7333