

# WBA3 Discounts, Credits and Rebates List



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# WBA3 Discounts, Credits and Rebates List

Version	Description	Effective Date
3.0	First issued version of the Discounts, Credits and Rebates List	17 November 2017
3.1	Special Services Migration – Subsequent Installation Credit, CVC Boost Credit and Focus on 50 Credit added	14 December 2017
3.2	Half Rack Discount added	1 March 2018
3.3	FTTC waivers added	28 March 2018
3.4	Updates regarding extension of CVC Boost Credit and Focus on 50 Credit; High Bandwidth Bundles Discount added	1 May 2018
3.5	Fixed Wireless Bundles Discount added	20 August 2018
3.6	Entry Level Bundles Discount added	2 October 2018
3.7	Professional Splitter Modify Order Waiver added	17 October 2018
3.8	Half Rack Discount extended	1 January 2019
3.9	After Hours Installation waiver	19 January 2019
3.10	Forward and Fast Anytime 100 Rebates added	21 January 2019
3.11	Update regarding extension of Professional Splitter Modify Order Waiver added	6 February 2019
3.12	After Hours Installation waiver extended	1 March 2019
3.13	Amendment to Forward and Fast Anytime 100 Rebates	8 March 2019
3.14	Half Rack Discount extended	1 April 2019
3.15	TC-4 Business Bundles Discount and TC-2 Business Bundles Discount added; Dimension Based CVC Discount extended; High Bandwidth Bundles Discount amended	2 April 2019
3.16	After Hours Installation waiver extended	10 May 2019
3.17	Wireless Plus Bundles Discount added; Forward 2.0 and Fast 2.0 Rebates added; Professional Splitter Modify Order Waiver removed	28 June 2019
3.18	Dimension Based CVC Discount extended	5 July 2019
3.19	Professional Splitter Modify Order Discount added; 1G EX and 10G ER NNI Bearer Discount added; After Hours Installation waiver removed	31 July 2019
3.20	Extension to: 50 Kbps CVC Credit, CVC Transitional Pricing Credit, First Battery Credit, Professional Splitter Installation Charges Waiver – FTTB/FTTN, nbn Professional Installation – HFC Charge Waiver, Professional Wiring Isolation Charges Waiver, Customer Managed Installation – FTTC Rebate and <b>nbn</b> Professional Installation – FTTC Charge Full Waiver, <b>nbn</b> Professional Installation -FTTC Charge Partial Waiver, 1G EX and 10G ER NNI Bearer Discount, Professional Splitter Modify Order Discount, Ancillary Charges Waiver. Customer Managed Installation – FTTC Rebate and <b>nbn</b> Professional Installation – FTTC Charge Full	26 September 2019

	Waiver extended and varied. Entry Level Bundles Partial Waiver added.	
3.21	NNI Diversity Upgrade Rebate added.	14 October 2019
3.22	Updates to withdraw and replace nbn Professional Installation – HFC Charge Full. Addition of a partial waiver, and the Customer Managed Installation – HFC Rebate	22 October 2019
3.23	Updates regarding Price Confirmations - Enterprise Ethernet Term Discount added.	EE Price Transition Date
3.24	1G+ Enterprise Ethernet Discount added	1 March 2020
3.25	Service Transfer Discount added; Transfer Reversal Discount added; B25 Waiver added	26 November 2019
3.26	Updates for withdrawal of Wireless 25-50/5-20 Mbps	17 December 2019
3.27	Hot 100 AVC Credit, Hot 100 Overage Waiver, First Timers Discount and MDU Momentum Rebate added	1 January 2020
3.28	Business First Rebate added	17 January 2020
3.29	TC-4 Bundles Discount	1 May 2020
3.30	First Timers Discount amended	15 April 2020
3.31	Change of Access Technology Partial Waiver	20 April 2020
3.32	TC-2 (HFC) Business Bundles Discount added; Consequential changes from the introduction of the TC-4 Bundles Discount to Forward Rebate, Fast Anytime Rebate, Forward 2.0 Rebate, Fast 2.0 Rebate, Hot 100 AVC Credit, Hot 100 Overage Waiver, MDU Momentum	1 May 2020
3.33	Extend: nbn Professional Installation – HFC Charge (Self-Install Available) Full Waiver; Hot 100 AVC Credit; and Professional Splitter Installation Discount	29 May 2020
3.34	Business First Rebate amended	1 July 2020
3.35	Illuminate Program Discount	15 September 2020

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### **Environment**

**nbn** asks that you consider the environment before printing this document.

# Introduction

This document sets out the Discounts, Credits and Rebates available to Customer in connection with Products offered under the Wholesale Broadband Agreement. It is issued and updated from time to time in accordance with the Wholesale Broadband Agreement between **nbn** and Customer and, in the case of existing Discounts, Credits and Rebates, in accordance with any conditions applicable to them. Unless otherwise specified, capitalised terms used in this document have the meanings given to those terms in the Wholesale Broadband Agreement.

All amounts within this document are shown exclusive of GST.

# Roadmap

A roadmap describing the structure of this Discounts, Credits and Rebates List follows for the assistance of Customer.

## Part A: Discounts, Credits and Rebates Processes

Part A sets out the process which **nbn** must follow to update the Discounts, Credits and Rebates offered, and the processes which Customer must follow to obtain any available Discount, Credit and Rebate listed in Part B.

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## Part A: Discounts, Credits and Rebates Processes

### 1. Changes to Discounts, Credits and Rebates

**nbn** may change this Discounts, Credits and Rebates List:

- (a) to introduce a Discount, Credit or Rebate, by notice to Customer; or
- (b) to withdraw a Discount, Credit or Rebate, by giving at least 3 months' prior notice to Customer, subject to any terms and conditions which apply to that Discount, Credit or Rebate as set out in Part C (including as to any alternative notice period for withdrawal of the Discount, Credit or Rebate detailed in Part B).

### 2. Discount, Credit and Rebate Claims

- (a) If **nbn** requires Customer to submit a claim to obtain a Discount, Credit or Rebate (other than for CSG Compensation), Customer must submit that claim:
  - (i) within such period as may be specified in Part C; and
  - (ii) if no period is specified in Part C, within 6 months from the last day of the month in which the entitlement to claim the Discount, Credit or Rebate arises.
- (b) If Customer fails to comply with section 2(a) in respect of a Discount, Credit or Rebate, **nbn** is not required to provide that Discount, Credit or Rebate to Customer.

## Part B: List of current Discounts, Credits and Rebates

### 3. Current Discounts, Credits and Rebates

The following Discounts, Credits and Rebates are currently available to Customer subject to the corresponding conditions set out in Part C: Details and conditions.

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
1.	<b>50 Kbps CVC Credit</b>	A Credit per AVC TC-4 and UNI bundle which is equal to the recurring Charge which would apply to <b>nbn</b> <sup>TM</sup> Ethernet for a 50Kbps CVC TC-4, excluding any recurring Charge in connection with a CVC Class.	Start Date – 30 November 2020	3 months	See section 4
2.	<b>CVC Transitional Pricing Credit</b>	A Credit for <b>nbn</b> <sup>TM</sup> Ethernet CVC TC-4 capacity supplied to Customer (except in respect of <b>nbn</b> <sup>TM</sup> Ethernet (Satellite), which Credit is equal to: <ul style="list-style-type: none"> <li>the recurring Charge which would apply to 150 Mbps of CVC TC-4 capacity, if <b>nbn</b> supplies ≥ 150 Mbps of relevant <b>nbn</b><sup>TM</sup> Ethernet CVC TC-4 capacity; and</li> <li>the recurring Charge which applies to the actual amount of CVC TC-4 capacity, if <b>nbn</b> supplies &lt; 150 Mbps of relevant <b>nbn</b><sup>TM</sup> Ethernet CVC TC-4 capacity.</li> </ul>	Start Date – 30 November 2020	3 months	See section 5
3.	<b>First Battery Credit</b>	A Credit of \$30.00 which <b>nbn</b> will give to Customer if a fault or defect occurs with a First Battery supplied as part of <b>nbn</b> <sup>TM</sup> Ethernet during the First Battery Warranty Period for that First Battery.	Start Date – 30 November 2020	3 months	See section 6
4.	<b>NNI Bearer Recurring Charge Credit</b>	A Credit equal to the recurring Charge per Billing Period payable by Customer for an <b>nbn</b> <sup>TM</sup> Ethernet NNI Bearer in respect of any period between:	Start Date – 16 November 2019	3 months	See section 7

		<ul style="list-style-type: none"> <li>• <b>nbn</b> supplying the NNI Bearer to Customer at an Established POI; and</li> <li>• the first Premises in any CSA served by that Established POI becoming Serviceable.</li> </ul>			
5.	<p><b>Ancillary Charges Waiver – all waivers except “Any Labour Rate or Materials Charges above the minimum charge of \$270 for Subsequent Installations” Charge</b></p> <p><b>Ancillary Charges Waiver:</b> Any Labour Rate or Materials Charges above the minimum charge of \$270 for Subsequent Installations</p>	A waiver of specified “ancillary” Charges in respect of <b>nbn™</b> Ethernet.	<p>Start Date – 30 November 2020</p> <p>Start Date – 30 June 2021</p>	3 months	See section 8
6.	<b>Professional Splitter Installation Charges Waiver – FTTB/FTTN</b>	A waiver of specified Charges associated with Professional Splitter Installations for <b>nbn™</b> Ethernet (FTTB) and <b>nbn™</b> Ethernet (FTTN).	Start Date – 30 November 2020	3 months	See section 9
7.	<b>Dimension Based CVC Discount</b>	A Discount to the recurring Charges for CVC TC-4 Product Component of relevant <b>nbn™</b> Ethernet Ordered Products based on the dimensioning of relevant CVCs supplied to Customer.	Start Date – 1 July 2020	3 months	See section 10
8.	<b>nbn Professional Installation – HFC Charge Waiver</b>	<i>No longer available, and replaced by Waivers in Sections 36 and 37</i>			
9.	<b>nbn™ Ethernet TC-2 Credit</b>	A Credit for customers who are supplied with CVC TC-2 Product Components by means of the Fibre Network, FTTN Network and FTTB Network that have low contention ratios with respect to associated AVC TC-2 Product Components.	Start Date – 30 September 2019	3 months (see section 12.5(b)) or 6 months (see section	See section 12

Part B: List of current Discounts, Credits and Rebates

				12.5(c)	
10.	<b>CVC Boost Credit</b>	A Credit applied to recurring Charges for CVC TC-4 Product Component of relevant <b>nbn</b> <sup>TM</sup> Ethernet Ordered Products (excluding <b>nbn</b> <sup>TM</sup> Ethernet (Satellite)) and based on Customer increasing its dimensioning of relevant CVCs supplied to Customer	1 May 2018 – 31 October 2018	See section 13.3(a)	See section 13
11.	<b>F50 Credit</b>	A credit applied to the recurring Charges payable in respect of the AVC TC-4 and UNI bundle of <b>nbn</b> <sup>TM</sup> Ethernet Product Components (excluding <b>nbn</b> <sup>TM</sup> Ethernet (Satellite) and <b>nbn</b> <sup>TM</sup> Ethernet (Wireless)) for new orders for, or orders that modify existing Ordered Products to, one of the following AVC TC-4 bandwidth profiles: <ul style="list-style-type: none"> <li>• 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or</li> <li>• 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR)</li> </ul>	1 May 2018 – 31 October 2018	See section 14.3(a)	See section 14
12.	<b>Special Services Migration Subsequent Installation Credit</b>	A Credit in respect of a Subsequent Installation Charge relating to an <b>nbn</b> <sup>TM</sup> Ethernet Ordered Product supplied over a Special Service Replacement Line in certain conditions.	14 December 2017 – 14 November 2019	3 months	See section 15
13.	<b>Half Rack Discount</b>	A Discount of \$800.00 to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service.	1 April 2019 – 31 December 2019	3 months	See section 16
14.	<b>Professional Wiring Isolation Charges Waiver</b>	A waiver of specified Charges associated with Professional Wiring Isolation for <b>nbn</b> <sup>TM</sup> Ethernet (FTTC) above \$225.	28 March 2018 - 30 November 2020	3 months	See section 17
15.	<b>Customer Managed Installation – FTTC Rebate; and nbn Professional Installation –FTTC Charge Full Waiver</b>	A Rebate of certain costs associated with Customer Managed Installation - FTTC and a corresponding waiver of the charge associated with an <b>nbn</b> Professional Installation –FTTC.	28 March 2018 - 30 November 2020	3 months	See section 18

Part B: List of current Discounts, Credits and Rebates

16.	<b>nbn Professional Installation – FTTC Charge Partial Waiver</b>	A waiver of specified Charges associated with an nbn Professional Installation – FTTC above \$150.	28 March 2018 - 30 November 2020	3 months	See section 19
17.	<b>High Bandwidth Bundles Discount</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
18.	<b>Fixed Wireless Bundles Discount</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
19.	<b>Entry Level Bundles Discount</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
20.	<b>Professional Splitter Modify Order Waiver</b>	<i>No longer available</i>			
21.	<b>After Hours Installation Waiver</b>	<i>No longer available</i>			
22.	<b>Forward Rebate</b>	A Rebate given in respect of Connect Orders Acknowledged within 180 days of the relevant Premises becoming Serviceable.	21 January 2019 – 21 January 2021	See section 25.8	See section 25
23.	<b>Fast Anytime 100 Rebate</b>	A Rebate given in respect of new orders for specified high bandwidth profile AVC TC-4 Product Components associated with “Bundled CVCs”.	21 January 2019 – 21 January 2021	See section 26.4	See section 26
24.	<b>TC-4 Business Bundles Discount</b>	A Discount applied to specified business-grade Product Features when acquired as a bundle.	15 April 2019– 14 April 2023	See section 27.9	See section 27
25.	<b>TC-2 Business Bundles Discount</b>	A Discount applied to specified business-grade Product Features when acquired as a bundle.	15 April 2019– 14 April 2023	See section 28.8	See section 28
26.	<b>Wireless Plus Bundles Discount</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
27.	<b>Forward 2.0 Rebate</b>	A Rebate given in respect of Connect Orders Acknowledged within 180 days of the relevant Premises becoming Serviceable.	1 July 2019 – 21 January 2021	See section 30.8	See section 30
28.	<b>Fast 2.0 Rebate</b>	A Rebate given in respect of new orders for specified	1 July 2019 – 21	See section 31.4	See section 31

Part B: List of current Discounts, Credits and Rebates

		high bandwidth profile AVC TC-4 Product Components associated with “Bundled CVCs”.	January 2021		
29.	<b>Professional Splitter Modify Order Discount</b>	A Discount applied to specified Charges associated with a Professional Splitter Installation not at time of a Standard Installation for nbn™ Ethernet (FTTB) and nbn™ Ethernet (FTTN).	31 July 2019 – 30 November 2020	3 months	See section 32
30.	<b>1G EX and 10G ER NNI Bearer Discount</b>	A Discount applied to 1G EX and 10G ER NNI Bearers.	1 August 2019 – 30 November 2020	3 months	See section 33
31.	<b>Entry Level Bundles Partial Waiver</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
32.	<b>NNI Diversity Upgrade Rebate</b>	A rebate given in respect of upgrades from a single chassis 10G NNI to a diverse chassis 10G NNI.	14 October 2019 – 30 November 2020	3 months	See section 35
33.	<b>nbn Professional Installation – HFC Charge (Self-Install Available) Full Waiver</b>	A waiver of the Charge associated with an <b>nbn</b> Professional Installation – HFC where self-install options are available.	29 October 2019 - 31 August 2020 or later date notified by <b>nbn</b>	3 months	See section 36
34.	<b>nbn Professional Installation – HFC Charge (Self-Install Not Available) Full Waiver</b>	A waiver of the Charge associated with an <b>nbn</b> Professional Installation – HFC where self-install options are not available.	29 October - 30 November 2020	3 months	See section 37
35.	<b>nbn Professional Installation – HFC Charge Partial Waiver</b>	A waiver of specified Charges associated with an <b>nbn</b> Professional Installation – HFC above \$150.	29 October 2019 - 30 November 2020	3 months	See section 38
36.	<b>Customer Managed Installation – HFC Rebate</b>	A Rebate of certain costs associated with Customer Managed Installation – HFC.	22 October 2019 - 30 November 2020	3 months	See section 39
37.	<b>Enterprise Ethernet Term Discount</b>	A Discount applied to specified Charges associated with nbn™ Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	EE Price Transition Date – 31 October 2021	See section 40.2(b)	See section 40

Part B: List of current Discounts, Credits and Rebates

38.	<b>1G+ Enterprise Ethernet Discount</b>	A Discount provided in respect of certain <b>nbn™</b> Enterprise Ethernet Ordered Products to facilitate supply to Premises with high bandwidth requirements.	1 March 2020 – 28 February 2025	See section 41.4	See section 41
39.	<b>Service Transfer Discount</b>	A Discount applied to a Service Transfer such that the effective Charge is \$5.	29 November 2019 – 30 November 2020	3 months	See section 42
40.	<b>Transfer Reversal Discount</b>	A Discount applied to a Transfer Reversal such that the effective Charge is \$5.	29 November 2019 – 30 November 2020	3 months	See section 43
41.	<b>B25 Waiver</b>	<i>No longer available, and replaced by TC-4 Bundles Discount in section 50.</i>			
42.	<b>Hot 100 AVC Credit</b>	A credit applied per AVC TC-4 for any new High Bandwidth Bundle or TC-4 Business Bundle with either of the following AVC TC-4 bandwidth profiles: <ul style="list-style-type: none"> <li>• 100 Mbps downstream (PIR) / 40 Mbps upstream (PIR)</li> <li>• 25-100 Mbps downstream (PIR) / 5-40 Mbps upstream (PIR).</li> </ul>	1 January 2020 – 31 July 2020	See section 45.5	See section 45
43.	<b>Hot 100 Overage Waiver</b>	A partial waiver of Overage Charges in respect of an additional 0.75 Mbps of CVC TC-4 capacity per AVC TC-4 for any High Bandwidth Bundle or TC-4 Business Bundle with either of the following AVC TC-4 bandwidth profiles: <ul style="list-style-type: none"> <li>• 100 Mbps downstream (PIR) / 40 Mbps upstream (PIR)</li> <li>• 25-100 Mbps downstream (PIR) / 5-40 Mbps upstream (PIR).</li> </ul>	1 January 2020 – 30 June 2020	See section 46.4	See section 46
44.	<b>First Timers Discount</b>	A Discount applied in respect of certain bundled AVC TC-4 Product Components, where the premises is being Connected for the first time.	1 January 2020 – 14 April 2020	See section 47.6	See section 47
45.	<b>MDU Momentum Rebate</b>	A Rebate provided in respect of Connect Orders that are:	1 January 2020 – 30 June 2020	See section 48.6	See section 48

Part B: List of current Discounts, Credits and Rebates

		<ul style="list-style-type: none"> <li>Acknowledged within a period of 91 days to 699 days (inclusive) of the relevant Premises in specified MDU Sites becoming Serviceable; and</li> <li>for specified bandwidth profile AVC TC-4 Product Components associated with Bundled CVCs.</li> </ul>			
46.	<b>Business First Rebate</b>	A Rebate provided in respect of new orders for specified <b>nbn</b> <sup>TM</sup> Ethernet and <b>nbn</b> <sup>TM</sup> Enterprise Ethernet Ordered Products	1 February 2020 – 31 March 2021	See section 49.5(d)	See section 49
47.	<b>TC-4 Bundles Discount</b>	A Discount applied to CVC TC-4 Product Components designated as “Bundled CVCs” and associated AVC TC-4 Product Components	1 May 2020 – 30 April 2021	See section 50.9(a)	See section 50
48.	<b>Change of Access Technology Partial Waiver</b>	A partial waiver applied in respect of a new Ordered Product supplied over a Subsequent Access Technology where Customer has an existing Ordered Product supplied over the Original Access Technology at the relevant Premises.	20 April 2020 – 30 November 2020	3 months	See section 51
49.	<b>TC-2 (HFC) Business Bundles Discount</b>	A Discount applied to specified business-grade Product Features when acquired as a bundle.	1 May 2020 - 14 April 2023	See section 52.7	See section 52
50.	<b>Illuminate Program Discount</b>	<p>A Discount applied in respect of certain bundled AVC TC-4 Product Components, where the Premises is either:</p> <ul style="list-style-type: none"> <li>- being Connected for the first time;</li> <li>- being reconnected after an extended period of inactivity; or</li> </ul> <p>receiving an Eligible New Online Learning Support Service.</p>	15 September 2020 – 15 March 2021	See section 53.8	See section 53

\* **Note:** The specified duration is subject to any earlier withdrawal in accordance with section 1(b).

## Part C: Details and conditions

The details and conditions in section 4 apply in respect of the 50 Kbps CVC Credit described in section 3.

### 4. 50 Kbps CVC Credit details and conditions

#### 4.1 Eligibility / Availability Criteria

- (a) Subject to section 4.3, in each Billing Period for each CSA, **nbn** will provide Customer with a 50 Kbps CVC Credit for each AVC TC-4 and UNI bundle supplied by **nbn** to Customer in that CSA as at the start of the relevant Billing Period.

*Example:* if the CVC TC-4 pricing per Mbps is \$17.50 then the 50 Kbps CVC Credit will be \$0.875.

- (b) The total 50 Kbps CVC Credits given to Customer in respect of a Billing Period are capped at the total recurring Charges that apply in respect of all CVCs supplied by **nbn** to Customer in the relevant CSA for that Billing Period, excluding any recurring Charge under section 2.5 of the [nbn™ Ethernet Price List](#).

#### 4.2 Process to Claim

- (a) **nbn** will apply the 50 Kbps CVC Credit to the next invoice following the Billing Period in which the corresponding AVC recurring charge was incurred by Customer.

*Note:* Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

#### 4.3 Special Conditions

If Customer is eligible to receive a 50 Kbps CVC Credit and a CVC Transitional Pricing Credit in respect of the same CSA in a Billing Period, Customer is only entitled to receive the greater of the 50 Kbps CVC Credit and the CVC Transitional Pricing Credit applicable in that Billing Period.

*The details and conditions in section 5 apply in respect of the CVC Transitional Pricing Credit described in section 3.*

## 5. CVC Transitional Pricing Credit details and conditions

### 5.1 Eligibility / Availability Criteria

- (a) Subject to section 5.3(c), in each Billing Period for each CSA where **nbn** supplies a CVC TC-4 to Customer, **nbn** will provide Customer with a CVC Transitional Pricing Credit until the Billing Period in which the number of Serviceable Premises in that CSA first exceeds 30,000.
- (b) Where **nbn** has credited a CVC Transitional Pricing Credit for a Billing Period in which the number of Serviceable Premises in the relevant CSA first exceeds 30,000, **nbn** will, in the subsequent Billing Period, reverse that CVC Transitional Pricing Credit and only apply any applicable 50 Kbps CVC Credit.

### 5.2 Process to Claim

- (a) **nbn** will apply the CVC Transitional Pricing Credit to the invoice containing the corresponding CVC recurring charge.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

### 5.3 Special Conditions

- (a) If the boundaries of a CSA change, including by reason of the establishment, relocation, replacement or closure of a Temporary POI or an Established POI, section 5.1(a) will apply to the reconfigured boundaries of the CSA and the number of Serviceable Premises will be determined based on the reconfigured CSA.
- (b) **nbn** will use reasonable endeavours to notify Customer as soon as practicable after the CVC Transitional Pricing Credit is no longer available for a CSA.
- (c) If Customer is eligible to receive a 50 Kbps CVC Credit and a CVC Transitional Pricing Credit in respect of the same CSA in a Billing Period, Customer is only entitled to receive the greater of the 50 Kbps CVC Credit and the CVC Transitional Pricing Credit applicable in that Billing Period.
- (d) Notwithstanding any other provision in this section 5, **nbn** will not give Customer a CVC Transitional Pricing Credit for a CSA in respect of any CVC TC-4 capacity supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite).

*The details and conditions in section 6 apply in respect of the First Battery Credit described in section 3.*

## 6. First Battery Credit details and conditions

### 6.1 Eligibility/Availability Criteria

- (a) **nbn** will give the First Battery Credit to Customer in respect of a First Battery if:
- (i) a fault or defect occurs in the First Battery during the First Battery Warranty Period;
  - (ii) Customer is supplied with the Battery Backup Service at the time the fault or defect occurs;
  - (iii) Customer installs a replacement battery in respect of that NTD in accordance with section 8 of the [nbn™ Ethernet Product Terms](#); and
  - (iv) Customer submits a Credit/Rebate Claim in accordance with section 6.2.

### 6.2 Process to Claim

- (a) To lodge a Credit/Rebate Claim in respect of a First Battery Credit, Customer must ensure that Customer's Authorised Contact completes a Credit/Rebate Claim Form and sends it to the **nbn**™ Billing Contact, using the email address specified in the Contact Matrix.
- (b) Customer must include the following details in any Credit/Rebate Claim Form for a First Battery Credit:
- (i) the Product Instance ID of the service at the location where the faulty or defective First Battery is located;
  - (ii) the NTD ID where the faulty or defective First Battery is located; and
  - (iii) a copy of the tax invoice/remittance advice for the replacement battery.

*The details and conditions in section 7 apply in respect of the NNI Bearer Recurring Charge Credit described in section 3.*

## 7. NNI Bearer Recurring Charge Credit details and conditions

### 7.1 Eligibility/Availability Criteria

- (a) **nbn** will give to Customer the NNI Bearer Recurring Charge Credit (pro rated) for each Billing Period (or part thereof) where all of the following apply:
- (i) **nbn** supplies an NNI Bearer to Customer;
  - (ii) the NNI is located in an Established POI; and
  - (iii) the Historical Regional Rollout List does not list an “Actual Ready for Service Date” for the relevant CSA served by that NNI.

### 7.2 Process to Claim

- (a) **nbn** will apply the NNI Bearer Recurring Charge Credit as a credit to the **nbn** invoice containing the corresponding NNI Bearer recurring Charge for that Billing Period.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

The details and conditions in section 8 apply in respect of the Ancillary Charges Waiver described in section 3.

## 8. Ancillary Charges Waiver details and conditions

### 8.1 Details

**nbn** waives its right to require Customer to pay the following Charges (each an **Ancillary Charge**) in respect of **nbn**<sup>TM</sup> Ethernet for the period that this Discount remains effective for the relevant Ancillary Charge in accordance with section 8.3 of this Discounts, Credits and Rebate List:

#	Charge	Applicable to access technology	<b>nbn</b> <sup>TM</sup> Ethernet Price List section reference
1.	Initial Non-Standard Installations	All	3
2.	Subsequent Installations	<b>nbn</b> <sup>TM</sup> Ethernet (Fibre); <b>nbn</b> <sup>TM</sup> Ethernet (Wireless) or <b>nbn</b> <sup>TM</sup> Ethernet (Satellite)	3
3.	Any Labour Rate or Materials Charges above the minimum charge of \$270 for Subsequent Installations	<b>nbn</b> <sup>TM</sup> Ethernet (FTTB); <b>nbn</b> <sup>TM</sup> Ethernet (FTTN); <b>nbn</b> <sup>TM</sup> Ethernet (FTTC); <b>nbn</b> <sup>TM</sup> Ethernet (HFC)	3(a)
4.	Access Component Reactivations	<b>nbn</b> <sup>TM</sup> Ethernet (Satellite)	3(b)
5.	Site Survey	<b>nbn</b> <sup>TM</sup> Ethernet (Satellite)	3(b)
6.	Equipment Modifications	All	4
7.	Equipment Removals	<b>nbn</b> <sup>TM</sup> Ethernet (Fibre); <b>nbn</b> <sup>TM</sup> Ethernet (FTTB); <b>nbn</b> <sup>TM</sup> Ethernet (FTTN); <b>nbn</b> <sup>TM</sup> Ethernet (FTTC); <b>nbn</b> <sup>TM</sup> Ethernet (HFC); <b>nbn</b> <sup>TM</sup> Ethernet (Wireless)	4(a)
8.	Equipment Repairs	All	4
9.	On Site Maintenance Call Outs	<b>nbn</b> <sup>TM</sup> Ethernet (Satellite)	5(b)
10.	No Fault Found (No Truck Roll Required)	All	5
11.	No Fault Found (Truck Roll Required)	All	5
12.	No Fault Found (Truck Roll Required and Professional Splitter Installation)	<b>nbn</b> <sup>TM</sup> Ethernet (FTTB); <b>nbn</b> <sup>TM</sup> Ethernet (FTTN)	5(a)

#	Charge	Applicable to access technology	nbn™ Ethernet Price List section reference
13.	Late Cancellation (Site Visit Required)	nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC); nbn™ Ethernet (Satellite)	5
14.	Missed Appointment	nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC); nbn™ Ethernet (Satellite)	5
15.	Incorrect Callout	nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC)	5(a)
16.	Incidentals	nbn™ Ethernet (Satellite)	3(b), 4(b), 5(b), 8

## 8.2 Process to Claim

nbn will provide Customer the Ancillary Charges Waiver by omitting or listing as not payable the relevant Ancillary Charge in Customer's invoices during the period that the Ancillary Charges Waiver remains effective for that Ancillary Charge.

**Note:** The effect of this waiver is that Customer is not obliged to pay an Ancillary Charge(s) listed above for the period that the Ancillary Charges Waiver remains effective in respect of that Ancillary Charge. Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.

## 8.3 Special conditions

- (a) Subject to 8.3(b), the Ancillary Charges Waiver may be withdrawn in accordance with section 1(b) in respect of one or more Ancillary Charge by nbn providing Customer with the notice period detailed in item 5 of section 3.
- (b) The Ancillary Charges Waiver will continue to apply in respect of other Ancillary Charges until any later withdrawal of that Ancillary Charge, or the expiry of the waiver validity period in section 3 of this Discounts, Credits and Rebate List (as applicable).

*The details and conditions in section 9 apply in respect of the Professional Splitter Installation Charges Waiver – FTTB/FTTN described in section 3.*

## 9. Professional Splitter Installation Charges Waiver – FTTB/FTTN details and conditions

### 9.1 Details

**nbn** waives the following Charges associated with Professional Splitter Installations (FTTB and FTTN) to the extent set out in item 6 of section 3:

- (a) any Labour Rate and Materials Charges for Professional Splitter Installation at time of a Standard Installation to the extent that they exceed the minimum charge of \$160; and
- (b) any Labour Rate and Materials Charges for Professional Splitter Installation not at time of a Standard Installation to the extent that they exceed the minimum charge of \$235.

**Note:** *The effect of this waiver is that for the period the waiver is effective in accordance with section 3:*

- *the Charge for a Professional Splitter Installation at time of a Standard Installation will be \$160; and*
- *the Charge for a Professional Splitter Installation not at time of a Standard Installation will be \$235.*

### 9.2 Process to Claim

**nbn** will provide Customer the Professional Splitter Installation Charges Waiver – FTTB/FTTN by omitting or listing as not payable the specified waived Charge in Customer's invoices.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 10 apply in respect of the Dimension Based CVC Discount described in section 3.

## 10. Dimension Based CVC Discount details and conditions

### 10.1 Eligibility/Availability Criteria

- (a) **nbn** will give Customer the Dimension Based CVC Discount as a Discount to the recurring Charges for the CVC TC-4 Product Component of **nbn**<sup>™</sup> Ethernet (**Recurring CVC Charge**) for the Ordered Products detailed in section 10.2, based on the dimensioning of relevant CVCs supplied to Customer.
- (b) The amount of the Discount (if any) will depend on the total CVC TC-4 capacity ordered by Customer across all relevant CSAs and the corresponding total number of AVC TC-4s ordered by Customer in relevant CSAs, during the previous Billing Period.
- (c) The applicable Discount per CVC TC-4 symmetrical Mbps (CIR) for the Billing Period will be calculated as set out in the table below:

Discount Tier (kbps) based on the previous Billing Period ordered capacity	Discount from effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period
0 to 399	\$0.00	\$17.50
400 to 549	\$0.75	\$16.75
550 to 699	\$1.25	\$16.25
700 to 849	\$1.75	\$15.75
850 to 999	\$2.50	\$15.00
1000 to 1149	\$3.25	\$14.25
1150 to 1299	\$4.00	\$13.50
1300 to 1449	\$4.75	\$12.75
1450 to 1599	\$5.50	\$12.00
1600 to 1749	\$6.25	\$11.25
1750 to 1899	\$6.75	\$10.75

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1900 to 2049	\$7.25	\$10.25
2050 to 2199	\$7.75	\$9.75
2200 to 2349	\$8.00	\$9.50
2350 to 2499	\$8.25	\$9.25
2500 to 2649	\$8.50	\$9.00
2650 to 2799	\$8.75	\$8.75
2800 to 2949	\$9.00	\$8.50
2950 to 3099	\$9.25	\$8.25
3100 and above	\$9.50	\$8.00

For each Billing Period, the Discount will be calculated based on the CVC dimensioning (in kbps) in the previous Billing Period, as follows:

**Discount Tier** = Relevant Network CVC TC-4 Capacity ÷ Relevant Total AVC TC-4s

Where:

**Relevant Network CVC TC-4 Capacity** means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 capacity supplied to Customer on the **nbn**<sup>TM</sup> Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies), during the previous Billing Period.

**Relevant Total AVC TC-4s** means the average of the daily total number of AVC TC-4s supplied to Customer on the **nbn**<sup>TM</sup> Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

- (d) For the purposes of the calculation above any CVC TC-4 capacity and any AVC TC-4:
- (i) will be deemed to be supplied by **nbn** during the period that **nbn** is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement; and
  - (ii) supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite) will be excluded from the calculation.
- (e) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the Discount is applied.

**Note:** The Discount effectively reduces the Recurring CVC Charge for each relevant CVC TC-4 bandwidth profile by an amount equal to the applicable Discount per Mbps multiplied by the symmetrical bandwidth (in Mbps) for the respective CVC TC-4 bandwidth profile.

For example, if the applicable Discount is \$1.25 per Mbps, for 100 Mbps of CVC TC-4 symmetrical Mbps (CIR) the Recurring CVC Charge is effectively reduced from \$1,750.00 to \$1,625.00 (after applying the Discount of  $\$1.25 \times 100 \text{ Mbps} = \$125.00$ ).

## 10.2 Process to Claim

- (a) The Discount (if any) will be applied to the Recurring CVC Charge payable by Customer (except any Charge applicable to **nbn**<sup>TM</sup> Ethernet (Satellite)) when the relevant Recurring CVC Charge is invoiced.
- (b) The discounted Recurring CVC Charge will appear as the chargeable amount in the applicable invoice.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

*The details and conditions in section 11 apply in respect of the **nbn** Professional Installation – HFC Charge Waiver described in section 3.*

## 11. **nbn** Professional Installation – HFC Charge Waiver

*No longer available, and replaced by Waivers in sections 35 and 36*

The details and conditions in section 12 apply in respect of the **nbn**<sup>TM</sup> Ethernet TC-2 Credit described in section 3.

## 12. **nbn**<sup>TM</sup> Ethernet TC-2 Credit

### 12.1 Eligibility/Availability Criteria

- (a) For each CVC TC-2, **nbn** will provide a credit to Customer that is equal to the amount by which the “Total TC-2 Charge” for that CVC (calculated in accordance with section 12.1(b) below) exceeds the applicable “Total Spend Cap” for that CVC TC-2 (calculated in accordance with section 12.1(c) below) for the immediately prior Billing Period.
- (b) The **Total TC-2 Charge** for a CVC TC-2 in respect of a Billing Period comprises the total of:
- (i) the CVC TC-2 recurring Charge payable for that CVC during that Billing Period; plus
  - (ii) the sum of recurring Charges payable during that Billing Period for all AVC TC-2 Product Components which:
    - (A) Customer has associated with that CVC; and
    - (B) are supplied by means of the **nbn**<sup>TM</sup> Fibre Network, the **nbn**<sup>TM</sup> FTTB Network, the **nbn**<sup>TM</sup> FTTC Network and the **nbn**<sup>TM</sup> FTTN Network,
- but does not include any Charges payable in respect of any Product Features, other traffic classes, or other products or services supplied in connection with any relevant CVC TC-2 or AVC TC-2.
- (c) The **Total Spend Cap** for a CVC TC-2 in respect of a Billing Period will be equal to the sum of each “Spend Cap Contribution Amount” (as set out in the table below) for each associated AVC TC-2 Product Component supplied by means of the **nbn**<sup>TM</sup> Fibre Network, the **nbn**<sup>TM</sup> FTTB Network, the **nbn**<sup>TM</sup> FTTC Network, and the **nbn**<sup>TM</sup> FTTN Network.

AVC TC-2 symmetrical Mbps (CIR)	“Spend Cap Contribution Amount”
5	\$119.50
10	\$221.00
20	\$362.00
30	\$398.00
40	\$497.00

50	\$506.00
60	\$561.00
70	\$606.00
80	\$652.00
90	\$684.00
100	\$694.00

- (d) Customer will not be entitled to an **nbn**<sup>™</sup> Ethernet TC-2 Credit for a CVC TC-2 Product Component supplied to Customer in a Billing Period if, in that Billing Period:
- (i) the Total TC-2 Charge for that CVC TC-2 is less than or equal to the Total Spend Cap for that CVC TC-2;
  - (ii) **nbn** does not supply to Customer at least one AVC TC-2 Product Component associated with that CVC TC-2; or
  - (iii) the bandwidth profile for that CVC TC-2 exceeds the aggregate bandwidth profiles of all associated AVC TC-2 Product Components (supplied by means of any access technology) by 300Mbps or more.

***Example:** nbn supplies a CVC TC-2 Product Component with a bandwidth profile of 310 symmetrical Mbps (CIR) and the only associated AVC TC-2 Product Component has a bandwidth profile of 5 symmetrical Mbps (CIR). Customer will not be entitled to an **nbn**<sup>™</sup> Ethernet TC-2 Credit for that Billing Period in respect of that CVC TC-2 Product Component.*

## 12.2 Pro-Ration

- (a) Subject to section 12.2(b), if an AVC TC-2 is associated with more than one CVC TC-2 in a Billing Period, **nbn** will calculate each affected Total TC-2 Charge and each affected Total Spend Cap as though that AVC TC-2 were associated with the last associated CVC TC-2 for the whole Billing Period.
- (b) If an AVC TC-2 is supplied for less than a whole Billing Period, **nbn** will adjust the affected Total Spend Cap on a pro-rata daily basis.

### 12.3 Credit Example

The following tables demonstrate how the calculation will work:

Bandwidth Profile	Quantity	AVC TC-2 recurring Charge	CVC TC-2 recurring Charge	Total recurring Charge per Bandwidth Profile
5 Mbps of AVC TC-2	4	\$32.00		\$128.00
20 Mbps of AVC TC-2	3	\$128.00		\$384.00
70 Mbps of AVC TC-2	2	\$448.00		\$896.00
100 Mbps CVC TC-2	1		\$1,750	\$1,750.00
<b>Total TC-2 Charge (A)</b>				<b>\$3,158.00</b>

Bandwidth Profile	Quantity	Spend Cap Contribution Amount per AVC TC-2	Spend Cap per Bandwidth Profile
5 Mbps of AVC TC-2	4	\$119.50	\$478.00
20 Mbps of AVC TC-2	3	\$362.00	\$1,086.00
70 Mbps of AVC TC-2	2	\$606.00	\$1,212.00
<b>Total Spend Cap (B)</b>			<b>\$2,776.00</b>

Is the Total TC-2 Charge (A) greater than the Total Spend Cap (B)	Yes
<b>Amount of Credit (A-B)</b>	<b>\$382.00</b>

### 12.4 Process to Claim

- (a) **nbn** will apply the **nbn**<sup>™</sup> Ethernet TC-2 Credit against the invoice for the relevant Billing Period.
- (b) The **nbn**<sup>™</sup> Ethernet TC-2 Credit will appear on the CVC summary of the relevant invoice.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

## 12.5 Special Conditions

### Amendments, suspensions and withdrawals

- (a) **nbn** may amend this **nbn**<sup>TM</sup> Ethernet TC-2 Credit by giving not less than 5 Business Days' prior notice to Customer if that amendment relates to:
  - (i) **nbn** offering to supply AVC TC-2 and CVC TC-2 Product Components by means of an access technology other than the **nbn**<sup>TM</sup> Fibre Network, the **nbn**<sup>TM</sup> FTTB Network, the **nbn**<sup>TM</sup> FTTC Network and the **nbn**<sup>TM</sup> FTTN Network;
  - (ii) the introduction of one or more new AVC TC-2 bandwidth profiles that **nbn** offers to supply under the WBA; or
  - (iii) changes to existing AVC TC-2 bandwidth profiles that **nbn** offers to supply under the WBA, including where that change is a change to the access technologies by which **nbn** offers to supply each bandwidth profile.
- (b) **nbn** may amend or withdraw this **nbn**<sup>TM</sup> Ethernet TC-2 Credit by giving not less than 3 months' prior notice to Customer if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge under the WBA for any CVC TC-2 or AVC TC-2 Product Component.
- (c) **nbn** may suspend or withdraw this **nbn**<sup>TM</sup> Ethernet TC-2 Credit or otherwise amend the terms of this **nbn**<sup>TM</sup> Ethernet TC-2 Credit by giving not less than 6 months' notice to Customer.

### Ordered Products to which the Credit Relates

- (d) The **nbn**<sup>TM</sup> Ethernet TC-2 Credit applies to AVC TC-2 and CVC TC-2 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), and **nbn**<sup>TM</sup> Ethernet (FTTN).
- (e) The **nbn**<sup>TM</sup> Ethernet TC-2 Credit applies to all existing and new eligible Ordered Products for the duration of the **nbn**<sup>TM</sup> Ethernet TC-2 Credit.

The details and conditions in section 13 apply in respect of the CVC Boost Credit described in section 3.

## 13. CVC Boost Credit details and conditions

### 13.1 Eligibility/Availability Criteria

- (a) **nbn** will give Customer a CVC Boost Credit to be applied to the recurring Charges for the CVC TC-4 Product Component of **nbn**™ Ethernet (**Recurring CVC Charge**) as follows.
- (b) Customer will only be eligible for the CVC Boost Credit if:
  - (i) Customer's Discount Tier matches (or exceeds) the Target Discount Tier;
  - (ii) during the previous Billing Period:
    - (A) no more than 15% of Customer's CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and
    - (B) no more than 5% of Customer's CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis); and
  - (iii) Customer has entered into a Second MDF F50 Agreement and has complied with the terms of the Second MDF F50 Agreement at all times.
- (c) If Customer is eligible, the CVC Boost Credit per CVC TC-4 symmetrical Mbps (CIR) for the relevant Billing Period will be calculated as a Credit against the Recurring CVC Charge in accordance with in the table below:

Discount Tier based on Customer's CVC Dimensioning for the previous Billing Period (kbps)	CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period <sup>#</sup>
0 to 399	0.00	17.50
400 to 549	0.00	16.75
550 to 699	0.00	16.25
700 to 849	0.00	15.75
850 to 999	0.00	15.00

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Discount Tier based on Customer's CVC Dimensioning for the previous Billing Period (kbps)	CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period <sup>#</sup>
1000 to 1149	3.75	10.50
1150 to 1299	3.25	10.25
1300 to 1449	2.75	10.00
1450 to 1599	2.50	9.50
1600 to 1749	2.25	9.00
1750 to 1899	2.10	8.65
1900 to 2049	1.95	8.30
2050 to 2199	1.75	8.00
2200 to 2349	1.75	7.75
2350 to 2499	1.75	7.50
2500 to 2649	1.50	7.50
2650 to 2799	1.50	7.25
2800 to 2949	1.50	7.00
2950 to 3099	1.50	6.75
3100 and above	2.67	5.33

**#Note:** The effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) is calculated based on the Credit being applied to the Recurring CVC Charge following the application of the relevant Dimension Based CVC Discount.

- (d) For each Billing Period the applicable Discount Tier will be calculated based on the CVC Dimensioning (in kbps) in the previous Billing Period, as follows:

$$\text{CVC Dimensioning} = \text{Relevant Network CVC TC-4 Capacity} \div \text{Relevant Total AVC TC-4s}$$

Where:

**Relevant Network CVC TC-4 Capacity** means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet supplied to Customer (excluding CVCs supplied in respect of any CSAs to which a CVC Transitional Pricing Credit applies and excluding any CVC supplied as a Product Component of **nbn**<sup>TM</sup> Ethernet (Satellite)), during the previous Billing Period.

**Relevant Total AVC TC-4s** means the average of the daily total number of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet supplied to Customer (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

- (e) This CVC Boost Credit will apply:
- (i) if Customer is eligible to receive the First CVC Boost Credit in a Billing Period that ends on or after 1 May 2018 for the remainder of the Billing Period; and
  - (ii) otherwise, for the first time to the first Billing Period commencing on or after 1 May 2018 in which Customer is eligible for this CVC Boost Credit.
- (f) This CVC Boost Credit will cease to apply to any Recurring CVC Charges incurred after 31 October 2018.
- (g) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the CVC Boost Credit is applied.
- (h) For the purposes of the calculation in paragraph 13.1(d) any CVC TC-4 capacity and any AVC TC-4:
- (i) will be treated as having been supplied by **nbn** during the period that **nbn** is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement;
  - (ii) supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite) will be excluded from the calculation; and
  - (iii) supplied in a CSA serviced by a Temporary POI will be excluded from the calculation.
- (i) The Customer's **Baseline CVC Dimensioning** will be determined as either:
- (i) unless section 13.1(i)(ii) applies, Customer's CVC Dimensioning for the Billing Period invoiced in October 2017; or
  - (ii) if Customer:
    - (A) has a CVC Dimensioning calculated under section 13.1(i)(i) that is 3.1 Mbps or above; or
    - (B) does not have a Billing Period invoiced in October 2017,then, for the purpose of the calculation of the CVC Boost Credit only, Customer's Baseline CVC Dimensioning will be deemed to be the National Average CVC Dimensioning for invoices issued in October 2017 (1.11 Mbps).

## 13.2 Process to Claim

**nbn** will apply the CVC Boost Credit (if any) as a credit to the next invoice containing a Recurring CVC Charge payable by Customer.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

## 13.3 Special Conditions

### (a) Amendments, suspensions and withdrawals

- (i) **nbn** may extend the duration of the CVC Boost Credit on 10 Business Days' notice to Customer.
- (ii) Without limiting section 13.3(a)(iii), **nbn** may withdraw, suspend or amend the CVC Boost Credit on 1 months' prior notice to Customer.
- (iii) **nbn** may withdraw, suspend or amend this CVC Boost Credit:
  - (A) on 5 Business Days' notice to Customer, if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or
  - (B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency or if a person commences legal proceedings in relation to this CVC Boost Credit.

### (b) Ordered Products to which the Credit Relates

The CVC Boost Credit does not apply to CVC TC-4 capacity supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite) or in a CSA served by a Temporary POI.

### (c) CVC Boost Credit management

- (i) If the eligibility criteria (or any part of it) in section 13.1(b) is not satisfied, **nbn** may reverse all previous CVC Boost Credits recorded in Customer's invoices in respect of any period during which the criteria were not satisfied, and cease all further CVC Boost Credits.
- (ii) If the CVC Boost Credits are reversed in accordance with this paragraph, an amount equal to the aggregate amount of the CVC Boost Credits reversed as at the date of the reversal will be included by **nbn** in a later invoice pursuant to clause B2 of the [Head Terms](#).

### (d) Definitions

In this section 13:

**Baseline CVC Dimensioning** means the CVC Dimensioning as determined in accordance with section 13.1(i).

**Discount Tier** means each range of CVC Dimensioning (in kbps) set out in the table in section 13.1(c).

**First CVC Boost Credit** means the first CVC Boost Credit offered by **nbn** in the period from 14 December 2017 to 30 April 2018.

**National Average CVC Dimensioning** means 1.11 Mbps, being the average CVC Dimensioning for invoices issued in October 2017 across all customers.

**Second MDF F50 Agreement** has the meaning given in section 14.3(d).

**Target Discount Tier** means the Discount Tier applicable to Customer if Customer's CVC Dimensioning is 150% of Customer's Baseline CVC Dimensioning.

#### 13.4 CVC Boost Ramp-up Credit

- (a) **nbn** will give Customer a credit for the amount by which Customer's Recurring CVC Charge would (but for the credit) increase as a result of an increase in ordered CVC TC-4 capacity during the period from 1 May 2018 until 30 June 2018 in accordance with this section 13.4 (**CVC Boost Ramp-up Credit**).
- (b) **nbn** will only provide the CVC Boost Ramp-up Credit if Customer becomes eligible to receive a CVC Boost Credit pursuant to section 13.1 in any Billing Period ending on or before 30 June 2018.
- (c) **nbn** will apply the CVC Boost Ramp-up Credit in respect of the Billing Periods ending after 1 May 2018 and on or before 30 June 2018 (each a **Relevant Billing Period**) but:
  - (i) this CVC Boost Ramp-up Credit will not be applied in respect of any Relevant Billing Period in which a CVC Boost Credit or First CVC Boost Credit also applies;
  - (ii) **nbn** will apply the CVC Boost Ramp-up Credit in an invoice for a subsequent Billing Period and not in an invoice for a Relevant Billing Period (which must be paid in full); and
  - (iii) the CVC Boost Ramp-up Credit does not apply to any CVC TC-4 capacity to which the CVC Boost Credit does not apply pursuant to section 13.3(b).
- (d) Section 13.3(a) applies to the CVC Boost Ramp-up Credit (as if references to that section to CVC Boost Credit were references to CVC Boost Ramp Up Credit).

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.



The details and conditions in section 14 apply in respect of the F50 Credit described in section 3.

## 14. F50 Credit

### 14.1 Eligibility/Availability Criteria

- (a) Subject to the terms of this section 14, **nbn** will give Customer a F50 Credit:
- (i) to be applied, during the F50 Credit Period, against the recurring Charges for all AVC TC-4 and UNI bundles of **nbn**™ Ethernet Product Components that are subject to an Eligible Order (**Relevant Ordered Products**) completed during the First F50 Promotion Period (if any) or Second F50 Promotion Period (if any) (each a **F50 Promotion Period**); and
  - (ii) to be calculated on a per AVC TC-4 basis as further detailed in section 14.1(b).

- (b) The F50 Credit for each Relevant Ordered Product is calculated as follows:

**F50 Credit = Applicable Recurring Charge minus \$27**

Where the **Applicable Recurring Charge** is the recurring Charge for the Relevant Ordered Product for the Eligible Bandwidth Profile, as listed in the [nbn™ Ethernet Price List](#) (as amended from time to time).

- (c) The F50 Credit is payable only if the following conditions are satisfied:
- (i) in respect of the Relevant Ordered Products activated during the First F50 Promotional Period, Customer has entered into a First MDF Agreement;
  - (ii) in respect of the Relevant Ordered Products activated during the Second F50 Promotional Period, Customer has entered into a Second MDF Agreement;
  - (iii) Customer has complied with the terms of the relevant MDF F50 Agreement at all times;
  - (iv) the Eligible Bandwidth Profile applies continuously to the Relevant Ordered Product during the relevant Billing Periods;
  - (v) no more than 15% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods; and

- (vi) no more than 5% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods.

## 14.2 Process to Claim

**nbn** will apply the F50 Credit (if any) as a credit to the next invoice containing an Applicable Recurring Charge payable by Customer.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

## 14.3 Special Conditions

### (a) Extensions, withdrawals and variations

- (i) **nbn** may extend the availability period of the F50 Credit on 10 Business Days' notice to Customer.
- (ii) Without limiting section 14.3(a)(iii), **nbn** may withdraw, suspend or amend this F50 Credit on 1 months' prior notice to Customer.
- (iii) **nbn** may withdraw, suspend or amend this F50 Credit:
  - (A) on 5 Business Days' notice to Customer, if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or
  - (B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### (b) Ordered Products to which the Credit Relates

The F50 Credit does not apply to any AVC TC-4 Product Component:

- (i) supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite) or **nbn**<sup>TM</sup> Ethernet (Fixed Wireless); or
- (ii) already on an Eligible Bandwidth Profile at any time before or during the relevant F50 Promotion Period.

For example, the F50 Credit will not apply to an Ordered Product where Customer downgrades the Ordered Product from an Eligible Bandwidth Profile to a lower bandwidth profile and subsequently submits a further Modify Order to upgrade that same Ordered Product back to an Eligible Bandwidth Profile.

### (c) F50 Credit management

- (i) If any of the conditions in section 14.1(c)(i) or 14.1(c)(iii) are not satisfied, **nbn** may reverse all previous F50 Credits recorded in Customer's invoices in respect of any period during which the criteria were not satisfied, and cease all further F50 Credits.
- (ii) If the F50 Credits are reversed in accordance with section 14.3(c)(i), an amount equal to the aggregate amount of the F50 Credits reversed as at the date of the reversal will be included by **nbn** in a later invoice pursuant to clause B2 of the [Head Terms](#).
- (iii) If the condition in section 14.1(c)(iv) is not satisfied in respect of a Relevant Ordered Product, **nbn** may immediately cease to apply any further F50 Credits in respect of that Relevant Ordered Product.
- (iv) If any of the conditions in sections 14.1(c)(v) or 14.1(c)(vi) are not satisfied in respect of one or more Relevant Ordered Products (each an **Over Contended Product**):
  - (A) **nbn** may, on written notice to Customer, engage with Customer to discuss Customer's adherence to the conditions and the parties will use their reasonable endeavours to agree appropriate remediation steps;
  - (B) if the parties are able to agree remediation steps within 30 days of **nbn**'s written notice under section 14.3(c)(iv)(A) then the F50 Credit will continue to apply to the Over Contended Products unless Customer does not implement the remediation steps as agreed, in which event **nbn** may (at its election):
    - (1) repeat the step in section 14.3(c)(iv)(A); or
    - (2) cease to apply the F50 Credit to the Over Contended Products;
  - (C) if the parties are unable to agree remediation steps, **nbn** may (at its election):
    - (1) immediately cease to apply the F50 Credit to the Over Contended Products; or
    - (2) monitor the situation and at any time during the relevant F50 Credit Periods cease to apply the F50 Credit to the Over Contended Products.

(d) **Definitions**

In this section 14:

**Applicable Recurring Charge** has the meaning given in section 14.1(b).

**Eligible Bandwidth Profile** means the following AVC TC-4 bandwidth profiles:

- (a) 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or

(b) 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR).

**Eligible New Order** means a Connect Order by Customer for a Relevant Ordered Product where:

- (b) the Ready for Use Date of the Ordered Product occurred during the F50 Promotion Period; and
- (c) the relevant AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

**Eligible Order** means an Eligible New Order or an Eligible Modification (as applicable).

**Eligible Modification** means a Modify Order for a Relevant Ordered Product where:

- (d) the Ready for Use Date of the Relevant Ordered Product occurred prior to the commencement of the F50 Promotion Period;
- (e) the Modify Order requests an increase or decrease in in the AVC TC-4 bandwidth profile of the Relevant Ordered Product and this order was completed during the F50 Promotion Period; and
- (f) the relevant increased or decreased AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

**F50 Credit Period** means, in respect of each Relevant Ordered Product, the 12 month period from completion of the Eligible Order for that Relevant Ordered Product.

**F50 Promotion Period** has the meaning given in section 14.1(a)(i).

**First F50 Promotion Period** means the period nominated by Customer under the First MDF Agreement which must be a period commencing no earlier than 14 December 2017 and ending no later than 30 April 2018 (inclusive).

**First MDF Agreement** means Marketing Development Fund Program Agreement and MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer applicable to the F50 Credit.

**MDF F50 Agreement** means either:

- (a) the First MDF Agreement; or
- (b) the Second MDF Agreement,

as applicable.

**Over Contended Product** has the meaning given in section 14.3(c)(iv).

**Relevant Ordered Products** has the meaning given in section 14.1(a)(i).

**Second F50 Promotion Period** means the period nominated by Customer under the Second MDF Agreement which must be a period commencing no earlier than 1 May 2018 and ending no later than 31 October 2018 (inclusive).

**Second MDF Agreement** means Marketing Development Fund Program Agreement and a MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer (Round 2) applicable to the F50 Credit.

The details and conditions in section 15 apply in respect of the Special Services Migration – Subsequent Installation Credit described in section 3.

## 15. Special Services Migration – Subsequent Installation Credit

### 15.1 Eligibility/Availability Criteria

**nbn** will credit Customer \$270 of the Subsequent Installation Charge specified in the [nbn™ Ethernet Price List \(Subsequent Installation Credit\)](#) in respect of an **nbn™** Ethernet (FTTB) Ordered Product or an **nbn™** Ethernet (FTTN) Ordered Product in respect of which the following conditions are met:

- (a) activation of the **nbn™** Ethernet Ordered Product requires **nbn** to perform a Subsequent Installation and;
- (b) the **nbn™** Ethernet Ordered Product includes an AVC TC-2 bandwidth profile;
- (c) the **nbn™** Ethernet Ordered Product is activated in respect of a Special Service Replacement Line;
- (d) Customer submits to **nbn**, by the date set out in column 1 of Table 1, as much of the migration data detailed in Appendix 1 as available to Customer in respect of the Premises to which the **nbn™** Ethernet Ordered Product will be supplied, including at least:
  - (i) one of the unique identifiers set out in items 1 to 3 of Appendix 1; and
  - (ii) a full street address, formatted in the manner set out in item 9 of Appendix 1 and containing all of the particulars set out in items 9A to 9M of Appendix 1 that are relevant to the address;
- (e) the **nbn™** Ethernet Ordered Product is listed in a Weekly Special Services Migration Report submitted by Customer to **nbn** no later than the week after the **nbn™** Ethernet Ordered Product is ordered; and
- (f) **nbn** activates the order for the **nbn™** Ethernet Ordered Product supplied over that Special Service Replacement Line by the date set out in column 2 of Table 1.

White Paper Special Service is addressed in which White Paper:	<b>Column 1:</b> Months before applicable White Paper Disconnection Date by which migration data must be submitted to be eligible for Credit	<b>Column 2:</b> Months before the applicable White Paper Disconnection Date or Rollout Region Disconnection Date (whichever is later) that the <b>nbn™</b> Ethernet Ordered Product must be activated to be eligible for Credit*
<b>White Paper No. 1</b> (where the White Paper No. 1 Rollout Region Disconnection Date where the	11 months	5 months

Premises is located is before 30 June 2019)		
<b>White Paper No. 1</b> (where the Rollout Region Disconnection Date where the Premises is located is on or after 30 June 2019)	11 months	8 months
<b>White Paper No. 2</b>	14 months	8 months
<b>White Paper No. 3</b>	14 months	8 months
<b>White Paper No. 4</b>	14 months	8 months

\* The condition in section 15.1(f) is waived if the deadline is missed solely due to an order being Held due to matters within **nbn**'s reasonable control.

*Table 1: Deadlines for submitting White Paper Special Services migration data and for activating **nbn**<sup>TM</sup> Ethernet Ordered Products supplied over a Special Service Replacement Line*

## 15.2 Process to Claim

- (a) Customer must provide the Weekly Special Services Migration Report to **nbn** via a method specified by **nbn** from time to time.
- (b) Subject to section 15.3(a), **nbn** will apply the Subsequent Installation Credit for an **nbn**<sup>TM</sup> Ethernet Ordered Product against the invoice for the later of:
  - (i) the Billing Period in which Customer submits to **nbn** the Weekly Special Services Migration Report that contains particulars of that **nbn**<sup>TM</sup> Ethernet Ordered Product; and
  - (ii) the Billing Period in which **nbn** activates that **nbn**<sup>TM</sup> Ethernet Ordered Product.
- (c) The Subsequent Installation Credit will appear as a separate line to any Subsequent Installation Charges on the relevant invoice.
- (d) Customer is not required to submit a claim for the Subsequent Installation Credit.

### 15.3 Special Conditions

- (a) If Customer meets all of the criteria in respect of a Subsequent Installation Credit except section 15.1(e) in respect of an **nbn**<sup>TM</sup> Ethernet Ordered Product, **nbn** may, at its discretion, elect to provide that Subsequent Installation Credit provided that Customer submits a later Weekly Special Services Migration Report containing particulars of the relevant **nbn**<sup>TM</sup> Ethernet Ordered Product.
- (b) **nbn** may suspend or withdraw the Credit or otherwise amend the terms of this Notice by giving not less than 3 months' notice to Customer.

### 15.4 Definitions

In this section 15:

- (a) **Rollout Region Disconnection Date** means the "Disconnection Date" for the "Rollout Region" in which the relevant Premises is located, as determined under the Telstra Migration Plan.
- (b) **Special Service Replacement Line** means a single **nbn**<sup>TM</sup> Copper Pair in respect of which all of the following conditions apply:
  - (i) Customer has placed an order for **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTB) in respect of that **nbn**<sup>TM</sup> Copper Pair;
  - (ii) when processing Customer's order for **nbn**<sup>TM</sup> Ethernet in respect of that **nbn**<sup>TM</sup> Copper Pair, **nbn** had identified that the **nbn**<sup>TM</sup> Ethernet Ordered Product would be supplied for the purpose of transitioning a White Paper Special Service;
  - (iii) that **nbn**<sup>TM</sup> Copper Pair is the first **nbn**<sup>TM</sup> Copper Pair being used to supply **nbn**<sup>TM</sup> Ethernet for the purpose of transitioning that White Paper Special Service; and
  - (iv) that **nbn**<sup>TM</sup> Copper Pair is not being used to supply a White Paper Special Service at the time of the order for **nbn**<sup>TM</sup> Ethernet in respect of that **nbn**<sup>TM</sup> Copper Pair.
- (c) **Weekly Special Services Migration Report** means a weekly report submitted by Customer to **nbn** setting out all of the particulars in Appendix 2 in respect of each **nbn**<sup>TM</sup> Ethernet Ordered Product that Customer has ordered in respect of a Special Services Replacement Line in the week prior to the submission of the report.
- (d) **White Paper** means a "White Paper" issued by **nbn** as defined in the Telstra Migration Plan.
- (e) **White Paper Disconnection Date** means the "Disconnection Date" in respect of a "Direct Special Service" or "Special Service Input" as defined in the Telstra Migration Plan.
- (f) **White Paper Special Service** means a "Direct Special Service" (as defined in the Telstra Migration Plan) to which one of the following White Papers apply:

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- (i) White Paper No. 1: Temporary Special Services White Paper – Ethernet-Lite and Wholesale BDSL on the **nbn**<sup>TM</sup> Ethernet Bitstream Service;
- (ii) White Paper No. 2: Temporary Special Services White Paper – ATM on the **nbn**<sup>TM</sup> Ethernet Bitstream Service and Temporary Special Services White Paper – CustomNet Spectrum on the **nbn**<sup>TM</sup> Ethernet Bitstream Service;
- (iii) White Paper No. 3: Temporary Special Services White Paper – DDS Fastway and Wholesale Data Access Radial and Temporary Special Services White Paper – Megalink and Wholesale Transmission; or
- (iv) White Paper No. 4: Temporary Special Services White Paper – Frame Relay on the **nbn**<sup>TM</sup> Ethernet Bitstream Service and Temporary Special Services White Paper – ISDN on the **nbn**<sup>TM</sup> Ethernet Bitstream Service,

and any service that is certified as a “Special Service Input” in accordance with the Telstra Migration Plan as a service equivalent to such a “Direct Special Service” supplied by means of a ULLS supplied by Telstra.

## Appendix 1: White Paper Special Services Migration Data Inputs Template

Item	Field name	Field Description	Data type	Example
1	<b>nbn</b> LOCID*	Denotes specific 'service identifier' that can be used to append system based orders/processes to	STRING	LOC000123456789
2	<b>ADBORID*</b> (or Appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to addressable location, Eg: Customer ID or Account Number)	STRING	100000123
3	<b>FNN*</b> (Or appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)	STRING	N0001234R
4	PRODUCT/ TECHNOLOGY	Name of the current Technology/Product	STRING	ISDN
5	SPEED	Should reflect the plan currently aligned to the service (as provided by [insert Customer name])	STRING	4MPS
6	SPEED TIER	Speed that [insert Customer name] selects from <b>nbn</b> offering for the service post migration.	STRING	TC2 – 5
7	COPPER PAIR ID	Identification number of the Copper Pair the Service is attached to	STRING	nbn COPPER Pair ID Example: CPI3000012345678  [insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17
8	SPARE COPPER PAIR ID	Identification number of any Spare Copper Pair at the same location as the Copper Pair that the service is attached to	STRING	nbn COPPER Pair ID Example: CPI3000012345678  [insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17
9	FORMATTED ADDRESS#	Full Street Address for the service	STRING	LEVEL 1, UNIT 2, 4-6 SMITH STREET EAST, SMITHFIELD, NSW 2999

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9A	BUSINESS ENTITY NAME	Business/Owner Name	STRING	BANK BANK
9B	LEVEL_TYPE	<i>Specific Addressing component</i>	STRING	LEVEL
9C	LEVEL_NUMBER	<i>Specific Addressing component</i>	STRING	1
9D	UNIT_TYPE	<i>Specific Addressing component</i>	STRING	UNIT
9E	UNIT_NUMBER	<i>Specific Addressing component</i>	STRING	2
9F	ROAD NUMBER 1	<i>Specific Addressing component</i>	STRING	4
9G	ROAD NUMBER 2	<i>Specific Addressing component</i>	STRING	6
9H	ROAD NAME	<i>Specific Addressing component</i>	STRING	SMITH
9I	ROAD TYPE	<i>Specific Addressing component</i>	STRING	STREET
9J	ROAD SUFFIX (DIRECTION ONLY)	<i>Specific Addressing component</i>	STRING	EAST
9K	LOCALITY/SUBURB	<i>Specific Addressing component</i>	STRING	SMITHFIELD
9L	STATE ABBREVIATION	<i>Specific Addressing component</i>	STRING	NSW
9M	POSTCODE	<i>Specific Addressing component</i>	STRING	2999
10	LATITUDE (Min 6 Decimal places)	Specific Latitude coordinates for service	NUMBER	-46.12345678
11	LONGITUDE (Min 6 Decimal places)	Specific Longitude coordinates for service	NUMBER	115.12345678
12	Extra Description or Comments	Eg: Site Access conditions etc	STRING	Free text

\* At least one Unique Identifier must be provided by Customer to **nbn**.

# Address provided must be formatted as indicated in this table.

## Appendix 2: Weekly Special Services Migration Report – input template for each relevant **nbn**™ Ethernet Ordered Product

Item	Field name	Field Description	Data type	Example
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1	PRODUCT INSTANCE ID	Unique account No identifier for services being ordered	STRING	PRI000117855993
2	<b>nbn</b> LOCID	Denotes specific 'service identifier' that can be used to append system based orders/processes to	STRING	LOC000123456789
3	<b>FNN</b> (Or appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)	STRING	N0001234R
4	<b>nbn</b> Order ID	Denotes the specific <b>nbn</b> Order number assigned to the Special Service Replacement Line	STRING	ORD011123456789

The details and conditions in section 16 apply in respect of the Half Rack Discount described in section 3.

## 16. Half Rack Discount

### 16.1 Eligibility/Availability Criteria

- (a) **nbn** will give Customer the Half Rack Discount as a Discount to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service (**Half Rack Charge**).
- (b) Subject to section 16.1(d), the Half Rack Discount will be available from 1 March 2018 until the earlier of:
  - (i) 31 December 2019; and
  - (ii) the date that **nbn** notifies Customer of the withdrawal of the Half Rack Discount.
- (c) **nbn** will give at least 3 months' prior notice to Customer of the date referred to in section 16.1(b)(ii).
- (d) **nbn** may extend the availability period of the Half Rack Discount on 10 Business Days' notice to Customer.

### 16.2 Pro-Ration

- (a) If the Half Rack Discount is available for less than a whole Billing Period, **nbn** will apply the Discount on a pro-rata daily basis.
- (b) If Customer has already paid any undiscounted Half Rack Charge in respect of any period in which the Half Rack Discount is available, **nbn** will credit Customer the relevant pro-rated amount of the Half Rack Discount.

***Example:** If Customer has already paid 1 x undiscounted Half Rack Charge for the Billing Period ending 3 March 2018, **nbn** will credit Customer in its March invoice an amount equal to 3 days of the Half Rack Discount.*

### 16.3 Process to Claim

- (a) **nbn** will apply the Half Rack Discount to the Half Rack Charge payable by Customer at the time the Half Rack Charge is invoiced.
- (b) The discounted Half Rack Charge will appear as the chargeable amount in the applicable invoice.

***Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

*The details and conditions in section 17 apply in respect of the Professional Wiring Isolation Charges Waiver described in section 3.*

## 17. Professional Wiring Isolation Charges Waiver details and conditions

### 17.1 Details

- (a) **nbn** waives, to the extent set out in item 14 of section 3, any Charges for Professional Wiring Isolation to the extent that they exceed the minimum charge of \$225.

**Note:** *The effect of this waiver is that for the period the waiver is effective in accordance with section 3, the Charge for a Professional Wiring Isolation will be \$225.*

### 17.2 Process to Claim

**nbn** will provide Customer this Professional Wiring Isolation Charges Waiver by omitting or listing as not payable the waived Professional Wiring Isolation Charge in Customer's invoices.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

*The details and conditions in section 18 apply in respect of the Customer Managed Installation Rebate as described in section 3.*

## 18. Customer Managed Installation – FTTC Rebate and **nbn** Professional Installation – FTTC Charge Full Waiver details and conditions

### 18.1 Customer Managed Installation – FTTC Rebate - details

- (a) **nbn** is providing the following Rebate of certain costs associated with a Customer Managed Installation - FTTC:
  - (i) The Customer Managed Installation – FTTC Rebate amount will be \$26.00 (excluding GST).
  - (ii) The Customer Managed Installation – FTTC Rebate will apply in the following circumstances:
    - (A) upon a Successful Customer Activation - FTTC; and
    - (B) upon a Failed Customer Activation – FTTC.

### 18.2 **nbn** Professional Installation – FTTC Charge Full Waiver - details

- (a) **nbn** waives any Charge for an **nbn** Professional Installation - FTTC incurred by Customer in the relevant calendar month in respect of orders that result in a Failed Customer Activation - FTTC.

### 18.3 Process to Claim

- (a) **nbn** will apply the Customer Managed Installation – FTTC Rebate during the relevant calendar month in accordance this section 18 and the billing processes set out in the WBA.
- (b) **nbn** will provide Customer the **nbn** Professional Installation – FTTC Charge Full Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – FTTC Charge in Customer's invoices.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this rebate/waiver.*

### 18.4 Applicable orders

The Customer Managed Installation – FTTC Rebate and the **nbn** Professional Installation – FTTC Charge Full Waiver apply to orders for **nbn**<sup>TM</sup> Ethernet (FTTC) where the Customer selects a Customer Managed Installation – FTTC.

## 18.5 Definitions

The following definitions apply to this section 18:

- (a) **Failed Customer Activation - FTTC** means:
  - (i) the Completion of an order for **nbn**<sup>TM</sup> Ethernet (FTTC) as a result of an **nbn** Professional Installation – FTTC following a failed Customer Managed Installation - FTTC where such failure is attributable to the act or omission of Customer, Downstream Service Provider or End User; or
  - (ii) the Completion of an order for **nbn**<sup>TM</sup> Ethernet (FTTC) following a Customer Managed Installation – FTTC; and
- (b) **Successful Customer Activation - FTTC** means the Completion of an order for **nbn**<sup>TM</sup> Ethernet (FTTC) as a result of:
  - (i) a Customer Managed Installation - FTTC; or
  - (ii) an **nbn** Professional Installation – FTTC following a failed Customer Managed Installation – FTTC where such failure is not attributable to the act or omission of Customer, Downstream Service Provider or End User.

*The details and conditions in section 19 apply in respect of the FTTC Subsequent Installation waiver as described in section 3.*

## 19. **nbn** Professional Installation – FTTC Charge Partial Waiver

### 19.1 Details

If an **nbn** Professional Installation – FTTC Charge is payable by Customer, **nbn** waives, to the extent set out in item 16 of section 3, any Charges associated with an **nbn** Professional Installation – FTTC incurred by Customer to the extent that they exceed the minimum charge of \$150.

### 19.2 Process to Claim

**nbn** will provide Customer this **nbn** Professional Installation – FTTC Charge Partial Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – FTTC Charge in Customer's invoices.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.

*The details and conditions in section 20 apply in respect of the High Bandwidth Bundles Discount described in section 3.*

## 20. High Bandwidth Bundles Discount

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

*The details and conditions in section 21 apply in respect of the Fixed Wireless Bundles Discount described in section 3.*

## 21. Fixed Wireless Bundles Discount

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

*The details and conditions in section 22 apply in respect of the Entry Level Bundles Discount described in section 3.*

## 22. Entry Level Bundles Discount

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

*The details and conditions in section 23 apply in respect of the Professional Splitter Modify Order Waiver described in section 3.*

## 23. Professional Splitter Modify Order Waiver details and conditions

*No longer available*

*The details and conditions in section 24 apply in respect of the After Hours Installation Waiver described in section 3.*

## 24. After Hours Installation Waiver details and conditions

*No longer available*

The details and conditions in section 25 apply in respect of the Forward Rebate described in section 3.

## 25. Forward Rebate

### 25.1 Forward Rebate details

- (a) Subject to the terms of this section 25, **nbn** will provide a Rebate to Customer, calculated in accordance with the table below, for each Connect Order submitted by Customer for one of the AVC TC-4 Product Components listed in the table below if the Connect Order is:
- (i) Acknowledged during the Campaign Period;
  - (ii) Acknowledged within the Early Incentive Period, Mid Incentive Period or Late Incentive Period for the relevant Premises; and
  - (iii) Completed during the Term after Customer has reached the Baseline Number applicable to that Connect Order (as determined under section 25.3(c)).

AVC TC-4 downstream Mbps (PIR) <sup>1</sup>	AVC TC-4 upstream Mbps (PIR) <sup>1</sup>	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC <sup>2</sup>			Rebate for Connect Order for AVC associated with a Bundled CVC <sup>2</sup>		
			Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>	Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>
12	1	Fibre, FTTB, FTTC, FTTN and HFC	N/A	N/A	N/A	\$67.50 <sup>4</sup>	\$45.00 <sup>4</sup>	\$22.50 <sup>4</sup>
25	5	Fibre, FTTB, FTTC, FTTN and HFC	\$81.00	\$54.00	\$27.00	\$135.00	\$90.00	\$45.00
25	5–10	FTTB, FTTC and FTTN	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00
25	10	Fibre and HFC	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00
25–50	5–20	FTTB, FTTC and FTTN	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00

AVC TC-4 downstream Mbps (PIR) <sup>1</sup>	AVC TC-4 upstream Mbps (PIR) <sup>1</sup>	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC <sup>2</sup>			Rebate for Connect Order for AVC associated with a Bundled CVC <sup>2</sup>		
			Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>	Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>
50	20	Fibre and HFC	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
25–100	5–40	FTTB, FTTC and FTTN	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
100	40	Fibre and HFC	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
250	100	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
500	200	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
1000	400	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00

**Notes:**

1. *The bandwidth profile of a relevant AVC TC-4 Product Component will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.*
2. *Whether an AVC TC-4 Product Component is associated with a Basic CVC or a Bundled CVC will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.*
3. *The Forward Rebates listed in the Early Incentive Period, Mid Incentive Period and Late Incentive Period columns apply to Connect Orders for AVC TC-4 Product Components that are Acknowledged during the Early Incentive Period, Mid Incentive Period or Late Incentive Period respectively for the relevant Premises.*
4. *These Forward Rebates will only apply to AVC TC-4 Product Components that are subject to the Entry Level Bundles Discount as at the time **nbn** Completes the Connect Order.*

(b) For the purposes of this section 25:

- (i) **Baseline Numbers** has the meaning given to that term in sections 25.3 and 25.4, as the context requires;
- (ii) **Basic CVC** has the meaning given to that term in section 50.1(b)(ii) of the TC-4 Bundles Discount;
- (iii) **Bundled CVC** has the meaning given to that term in section 50.1(b)(iii) of the TC-4 Bundles Discount;

- (iv) **Campaign Period** means the period from 21 January 2019 to 30 June 2019;
- (v) **Early Incentive Period** means, in respect of a Premises, the period between 0 and 30 calendar days after the RTC Date (inclusive);
- (vi) **Incentive Periods** refers to the Early Incentive Period, Mid Incentive Period and Late Incentive Period;
- (vii) **Late Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive);
- (viii) **Mid Incentive Period** means, in respect of a Premises, the period between 31 and 90 calendar days after the RTC Date (inclusive);
- (ix) subject to section 25.2, **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (x) **Segment** has the meaning given to that term in section 25.4(a); and
- (xi) **Term** means the duration of this Forward Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Forward Rebate.

## 25.2 Connect Orders by 28 February 2019

For the purposes of this section 25, the RTC Date for a Premises will be deemed to be the date on which a Connect Order in respect of that Premises was Acknowledged if:

- (a) the Connect Order is Acknowledged by **nbn** on or before 28 February 2019; and
- (b) that Premises was Service Class 0, Service Class 7, Service Class 10, Service Class 20 or Service Class 30 at any time between 1 November 2018 and 31 January 2019 (inclusive).

## 25.3 Baseline Numbers

- (a) Before 21 January 2019, **nbn** will notify Customer of a separate "baseline number" in respect of each Incentive Period for each of the following periods (each a **Baseline Number**):
  - (i) 21 January 2019 to 31 January 2019;
  - (ii) 1 February 2019 to 28 February 2019; and
  - (iii) 1 March 2019 to 31 March 2019.

- (b) Before the start of each calendar quarter starting after 31 March 2019 and before the end of the Campaign Period, **nbn** will notify Customer of a separate “baseline number” in respect of each Incentive Period for each month in that calendar quarter (each a **Baseline Number**).
- (c) For the purposes of this section 25, Customer will have reached the Baseline Number applicable to a Connect Order if **nbn** Completes an equivalent number of Connect Orders to the Baseline Number that:
- (i) are Acknowledged in the same month as the relevant Connect Order;
  - (ii) have the same applicable Incentive Period as the relevant Connect Order; and
  - (iii) relate to the same Segment (if applicable).

#### Example

In March 2019, **nbn** notifies Customer of the Baseline Numbers for the months of April, May and June 2019. The Baseline Numbers for May 2019 are as follows:

- Early Incentive Period: 1000;
- Mid Incentive Period: 800; and
- Late Incentive Period: 700.

**nbn** Completes the following Connect Orders for Customer in May 2019 which were also Acknowledged in May 2019:

- 1300 Connect Orders that were Acknowledged during the Early Incentive Period;
- 600 Connect Orders that were Acknowledged during the Mid Incentive Period; and
- 1100 Connect Orders that were Acknowledged during the Late Incentive Period.

#### Entitlement

Customer will be entitled to a Forward Rebate (calculated in accordance with section 25.1(a)) for the following Connect Orders Completed by **nbn** during the Term:

- of the Connect Orders that were Acknowledged in May 2019 during their Early Incentive Period, the last 300 Connect Orders Completed;
- no Connect Orders that were Acknowledged in May 2019 during their Mid Incentive Period; and
- of the Connect Orders that were Acknowledged in May 2019 during their Late Incentive Period, the last 400 Connect Orders Completed.

- (d) If **nbn** fails to provide any Baseline Number to Customer for a calendar month, the omitted Baseline Number will be deemed to be the same as the most recent corresponding Baseline Number provided for a previous calendar month (if any).

## 25.4 Split Baseline Numbers

- (a) Customer may request **nbn** to provide two separate sets of Baseline Numbers to Customer to apply to Connect Orders for each of the following two categories of Product Components (each category, a **Segment**):
  - (i) **nbn**<sup>TM</sup> Ethernet Product Components to be used as inputs to Customer Products supplied through a specified business unit or brand, or specified group of (related or unrelated) business units or brands that are nominated by Customer; and
  - (ii) **nbn**<sup>TM</sup> Ethernet Product Components that are inputs to all other Customer Products.

### Example

Customer has two retail brands and a wholesale business with five Downstream Service Providers. Customer may request that **nbn** provide one set of Baseline Numbers in relation to both of Customer's retail brands and a separate set of Baseline Numbers in relation to all of Customer's wholesale business provided that Customer has data to distinguish the orders placed for each category, as required below.

- (b) A request by Customer under section 25.4(a) must be:
  - (i) made by the date notified by **nbn**; and
  - (ii) accompanied by such information about the proposed Segments as reasonably required by **nbn**.
- (c) If **nbn**, in its absolute discretion, notifies Customer that **nbn** will provide separate Baseline Numbers in response to a request by Customer under section 25.4(a):
  - (i) **nbn** will provide separate sets of Baseline Numbers for each of the two Segments;
  - (ii) **nbn** may stop providing separate sets of Baseline Numbers at any time (and instead provide a single set of Baseline Numbers across both Segments) by giving notice to Customer; and
  - (iii) **nbn** is not obliged to provide a single set of Baseline Numbers across both Segments unless **nbn** has given notice to Customer in accordance with section 25.4(c)(ii).

## 25.5 Disconnection Limit

- (a) Subject to section 25.5(e), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and Customer must repay, an amount equal to the Excess Rebate Amount.
- (b) For the purposes of this section 25 and subject to section 25.5(c):
- (i) **Disconnections** means, in respect of a calendar month, the number of **nbn**<sup>TM</sup> Ethernet Ordered Products disconnected by **nbn** in that calendar month, but excluding:
- (A) any Service Transfer Order in relation to which the Other Gaining Customer, in its former capacity as a Downstream Service Provider, was supplying a Downstream Product before the Service Transfer Order was Completed);
  - (B) any disconnection to which section 25.6(d) applies; and
- (ii) **Disconnection Limit** means the number notified by **nbn** to Customer as the monthly “Disconnection Limit”; and
- (iii) **Excess Rebate Amount** means the sum of Forward Rebates paid or payable in respect of the last X Connect Orders Completed in the Relevant Calendar Month or any prior calendar month in respect of which:
- (A) one or both of a Forward Rebate or a Fast Anytime 100 Rebate has been paid or is payable under this section 25 or section 26 (as applicable); and
  - (B) **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section 25 or section 26,
- where  $X = \text{Disconnections} - \text{Disconnection Limit}$ .
- (c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers to Customer under section 25.4(c):
- (i) **nbn** will provide separate Disconnection Limits for each Segment; and
  - (ii) any liability of Customer under sections 25.5(a) and 25.5(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers to Customer under section 25.4(c) in respect of the last quarter in the Campaign Period, any liability of Customer under sections 25.5(a) and 25.5(b) calculated after the Campaign Period will be calculated separately for each Segment.
- (e) For clarity, Customer’s aggregate liability to **nbn** under this section 25.5 will not exceed the aggregate amount of the Forward Rebates paid or payable to Customer under this section 25.

## 25.6 Connect Orders to which this Rebate relates

- (a) The Forward Rebate only applies to Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC).
- (b) For clarity, the Forward Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Wireless) or **nbn**<sup>TM</sup> Ethernet (Satellite).
- (c) The Forward Rebate will not apply to:
  - (i) any Connect Order Acknowledged in a calendar month if Customer failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#); or
  - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation.
- (d) If a Forward Rebate does not apply to a Connect Order under section 25.6(c)(ii), that Connect Order will not be included for the purposes of determining whether any Baseline Number has been reached and any disconnection of the corresponding Ordered Product will not be counted for the purposes of section 25.5.

## 25.7 CVC Utilisation Condition

- (a) To obtain this Forward Rebate, Customer must ensure that the CVC Utilisation Condition described in section 50.3(a) is complied with (**CVC Utilisation Condition**).
- (b) The following consequences will apply if Customer breaches the CVC Utilisation Condition:
  - (i) **nbn** may immediately cease paying this Forward Rebate; and
  - (ii) **nbn** may recover, and Customer must pay to **nbn**, any Forward Rebates paid in respect of Connect Orders that are Completed during the Billing Period in which that breach occurred.

## 25.8 Eligibility and Term

- (a) To obtain the Forward Rebate, Customer must:
  - (i) opt in by providing notice to **nbn** in accordance with the processes determined by **nbn**;
  - (ii) provide **nbn** with any information it requires, including information to assist **nbn** to determine appropriate Baseline Numbers and Disconnection Limits; and

- (iii) opt in to the Fast Anytime 100 Rebate under section 26.
- (b) Subject to section 25.8(c), if Customer opts in to the Forward Rebate in accordance with section 25.8(a), the Forward Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date nominated by Customer, provided that the earliest date that Customer may nominate is:
  - (i) 21 January 2019, if Customer has opted in by 15 January 2019; and
  - (ii) the first of the calendar month that starts 5 Business Days or more after Customer opts in, if Customer opts in after 15 January 2019.
- (c) Customer may opt out of receiving Forward Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
  - (i) **nbn** will not provide any further Baseline Numbers in respect of any period after Customer has opted out;
  - (ii) **nbn** will not provide any Forward Rebates in respect of any Connect Order Acknowledged after Customer has opted out; and
  - (iii) **nbn** will continue to provide Disconnection Limits in respect of each calendar month during the Term; and
  - (iv) Customer will continue to be liable to repay any Excess Rebate Amounts calculated under section 25.5 in respect of any calendar month during the Term.
- (d) For any period of time in which **nbn** provides separate sets of Baseline Numbers to Customer under section 25.4(c)(i):
  - (i) Customer must provide **nbn** with any information reasonably requested by **nbn**, including any information **nbn** requires to determine:
    - (A) the validity of the Segments having regard to the methods used by Customer to identify Connect Orders that are related to specific brands under which Customer Products and Downstream Products are supplied to Contracted End Users;
    - (B) appropriate Baseline Numbers and Disconnection Limits for each of the Segments; and
    - (C) whether Customer will reach or has reached one or more Baseline Numbers or Disconnection Limits in a calendar month; and
  - (ii) if Customer fails to provide any information in accordance with a request made by **nbn** under section 25.8(d)(i) within any time or format requested by **nbn** acting reasonably, **nbn** will not be required to pay any Forward Rebate to Customer in respect of the calendar month in which that failure occurred, notwithstanding any other provision of this section 25.
- (e) Without limiting sections 25.8(f) and 25.8(g), **nbn** may withdraw, suspend or amend this Forward Rebate on 30 days' notice to Customer.
- (f) **nbn** may extend the Campaign Period and Term of this Forward Rebate on 10 Business Days' prior notice to Customer.

- (g) **nbn** may withdraw, suspend or amend this Forward Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 25.9 Process to Claim

- (a) **nbn** will automatically pay this Forward Rebate to Customer's nominated account by electronic funds transfer.
- (b) If the whole or any portion of any Excess Rebate Amount is not recovered by a reduction in a Forward Rebate payment under section 25.9(a), **nbn** may include the unrecovered amount in an invoice.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.*

The details and conditions in section 26 apply in respect of the Fast Anytime 100 Rebate described in section 3.

## 26. Fast Anytime 100 Rebate

### 26.1 Fast Anytime 100 Rebate details

- (a) Subject to the terms of this section 26, **nbn** will provide a Rebate of \$160.00 (excluding GST) for each Qualifying Order that is Acknowledged during the Campaign Period and Completed during the Term (**Fast Anytime 100 Rebate**).
- (b) For the purposes of this section 26:
- (i) **Bundled CVC** has the meaning given to that term in section 50.1(b)(iii) of the TC-4 Bundles Discount;
  - (ii) **Campaign Period** means the period from 21 January 2019 to 30 June 2019;
  - (iii) **Qualifying Order** means any of the following orders, provided that the corresponding Qualifying Product Component is associated with a Bundled CVC at the time the order is Completed:
    - (A) a Connect Order for a Qualifying Product Component;
    - (B) a Modify Order (excluding any Same POI Migration Order or Temporary POI Migration Order) to modify an AVC TC-4 Product Component that is not a Qualifying Product Component to a Qualifying Product Component; and
    - (C) a Service Transfer Order in respect of which Customer is the Gaining Customer for a Qualifying Product Component (excluding any Service Transfer Order in relation to a Premises to which Customer, in its capacity as a downstream service provider, supplied a Downstream Product before the Service Transfer Order was Completed);
  - (iv) **Qualifying Product Component** means each of the following AVC TC-4 Product Components:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn™ Network
25–100	5–40	FTTB, FTTC and FTTN
100	40	Fibre and HFC
250	100	Fibre
500	200	Fibre
1000	400	Fibre

- (v) **Term** means the duration of this Fast Anytime 100 Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Fast Anytime 100 Rebate.
- (c) **nbn** will provide a Fast Anytime 100 Rebate for a maximum of one Qualifying Order for each Ordered Product.
- (d) **nbn** will not provide the Fast Anytime 100 Rebate in respect of:
  - (i) a Qualifying Order if the corresponding Ordered Product Component is subject to a subsequent Modify Order that results in the Ordered Product Component not being a Qualifying Product Component at the end of the calendar month in which the Qualifying Order was Completed;
  - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
  - (iii) a Qualifying Order Acknowledged in a calendar month if Customer failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#).

## 26.2 Downgrade and Disconnection Limits

### Downgrade Limit

- (a) Subject to section 26.2(e), if the number of Downgrade Orders exceeds the Downgrade Limit in any calendar month during the Term, **nbn** may recover, and Customer must repay, an amount calculated according to the following formula:

<b>Recoverable amount = \$160.00 x (number of Downgrade Orders – Downgrade Limit)</b>
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Where:

- (i) **Downgrade Order** means, in respect of a calendar month, a Modify Order Completed in that calendar month to modify a Qualifying Product Component to an Ordered Product Component that is not a Qualifying Product Component, excluding Modify Orders described in section 26.1(d)(i) and Connect Orders described in section 26.1(d)(ii); and
- (ii) **Downgrade Limit** means the number notified by **nbn** to Customer as the monthly “Downgrade Limit”.

### Disconnection Limit

- (b) Subject to sections 26.2(c) and 26.2(e), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and Customer must repay, an amount equal to the Excess Rebate Amount, where:
- (i) **Disconnections** means, in respect of a calendar month, the number of **nbn**<sup>TM</sup> Ethernet Ordered Products disconnected by **nbn** in that calendar month, but excluding:
    - (A) any Service Transfer Order in relation to which the Other Gaining Customer, in its former capacity as a Downstream Service Provider, was supplying a Downstream Product before the Service Transfer Order was Completed); and
    - (B) any disconnection of an **nbn**<sup>TM</sup> Ethernet Ordered Product in respect of which section 26.1(d)(ii) applied; and
  - (ii) **Disconnection Limit** means the number notified by **nbn** to Customer under section 25.5(b)(ii) as the monthly “Disconnection Limit”; and
  - (iii) **Excess Rebate Amount** means the sum of the Fast Anytime 100 Rebates paid or payable in respect of the last X Connect Orders Completed in the Relevant Calendar Month or any prior calendar month in respect of which:
    - (A) one or both of a Forward Rebate or a Fast Anytime 100 Rebate has been paid or is payable under section 25 or this section 26 (as applicable); and
    - (B) **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under section 25 or this section 26,where  $X = \text{Disconnections} - \text{Disconnection Limit}$ .
- (c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers to Customer under section 25.4(c):
- (i) **nbn** will provide separate Disconnection Limits for each Segment under section 25.5(c)(i); and
  - (ii) any liability of Customer under section 26.2(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers to Customer under section 25.4(c) in respect of the last quarter in the Campaign Period, any liability of Customer under section 26.2(b) calculated after the Campaign Period will be calculated separately for each Segment.

### Maximum liability

- (e) Customer’s aggregate liability to **nbn** under sections 26.2(a) and 26.2(b) will not exceed the aggregate amount of the Fast Anytime 100 Rebates paid or payable to Customer under this section 26.

### 26.3 CVC Utilisation Condition

- (a) To obtain this Fast Anytime 100 Rebate, Customer must ensure that all Bundled CVCs meet the CVC Utilisation Condition described in section 50.3(a) (**CVC Utilisation Condition**).
- (b) The following consequences will apply if Customer breaches the CVC Utilisation Condition:
  - (i) nbn may immediately cease paying this Fast Anytime 100 Rebate; and
  - (ii) **nbn** may recover, and Customer must pay to **nbn**, any Fast Anytime 100 Rebates paid in respect of Connect Orders that are Completed during the Billing Period in which that breach occurred.

### 26.4 Eligibility and Term

- (a) To obtain the Fast Anytime 100 Rebate, Customer must:
  - (i) opt in by providing notice to **nbn** in accordance with the processes determined by **nbn**; and
  - (ii) opt in to the Forward Rebate under section 25.
- (b) Subject to section 26.4(c), this Fast Anytime 100 Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date on which Customer opts in to the Fast Anytime 100 Rebate.
- (c) Customer may opt out of receiving Fast Anytime 100 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
  - (i) **nbn** will not provide any Fast Anytime 100 Rebates in respect of any Connect Order Acknowledged after Customer has opted out; and
  - (ii) Customer will continue to be liable to repay any recoverable amounts calculated under section 26.2 in respect of any month during the Term.
- (d) Without limiting sections 26.4(e) and 26.4(f), **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate on 30 days' notice to Customer.
- (e) **nbn** may extend the Campaign Period and Term for this Fast Anytime 100 Rebate on 10 Business Days' prior notice to Customer.
- (f) **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 26.5 Process to Claim

- (a) **nbn** will automatically pay this Fast Anytime 100 Rebate to Customer's nominated account by electronic funds transfer.
- (b) If the whole or any portion of any Recoverable Amount or Excess Rebate Amount is not recovered by a reduction in a Fast Anytime 100 Rebate payment under section 26.5(a), **nbn** may include the unrecovered amount in an invoice.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.*

The details and conditions in section 27 apply in respect of the TC-4 Business Bundles Discount described in section 3.

## 27. TC-4 Business Bundles Discount

### 27.1 Discounted charges

#### ***“Business Bundle 1” associated with a Bundled CVC***

- (a) Subject to the terms of this section 27, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if Customer orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Bundled CVC.

Required Product Features			nbn™ Network	Inclusion per AVC TC-4*	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	Enhanced Fault Rectification Service		CVC TC-4 symmetrical bandwidth (CIR)	
25–50	5–20	Enhanced-12 (24/7)	FTTB, FTTC and FTTN	2 Mbps	\$55.00
50	20	Enhanced-12 (24/7)	Fibre and HFC	2 Mbps	\$55.00
25–100	5–40	Enhanced-12 (24/7)	FTTB, FTTC and FTTN	2.5 Mbps	\$75.00
100	40	Enhanced-12 (24/7)	Fibre and HFC	2.5 Mbps	\$75.00

Table 1: Discounted charges for “Business Bundle 1” associated with a Bundled CVC

**\*Note:** The CVC TC-4 Inclusion per AVC TC-4 is not automatically provisioned and must be separately ordered by Customer. Customer will be able to order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a Bundled CVC to which Business Bundled AVC TC-4s are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all AVCs associated with that Bundled CVC, including Business Bundled AVC TC-4s.

**“Business Bundle 1” associated with a Basic CVC**

- (b) Subject to the terms of this section 27, **nbn** will supply the Required Product Features in the table below in accordance with the corresponding Bundle Discounted Charges if Customer orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Basic CVC.

Required Product Features			nbn™ Network	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	Enhanced Fault Rectification Service		
25–50	5–20	Enhanced-12 (24/7)	FTTB, FTTC and FTTN	\$55.00
50	20	Enhanced-12 (24/7)	Fibre and HFC	\$55.00
25–100	5–40	Enhanced-12 (24/7)	FTTB, FTTC and FTTN	\$75.00
100	40	Enhanced-12 (24/7)	Fibre and HFC	\$75.00

Table 2: Discounted charges for “Business Bundle 1” AVCs associated with a Basic CVC

**“Business Bundle 2” associated with a Bundled CVC**

- (c) Subject to the terms of this section 27, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if Customer orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Bundled CVC.

Required Product Features			nbn™ Network	Inclusions per AVC TC-4*		Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	AVC TC-1 symmetrical Mbps (CIR)		CVC TC-4 symmetrical bandwidth (CIR)	Enhanced Fault Rectification Service	
25–50	5–20	1	FTTB, FTTC and FTTN	2 Mbps	Enhanced-12 (24/7)	\$60.00
50	20	1	Fibre and HFC	2 Mbps	Enhanced-12 (24/7)	\$60.00
25–100	5–40	1	FTTB, FTTC and FTTN	2.5 Mbps	Enhanced-12 (24/7)	\$80.00
100	40	1	Fibre and HFC	2.5 Mbps	Enhanced-12 (24/7)	\$80.00

Table 3: Discounted charges for “Business Bundle 2” associated with a Bundled CVC

**\*Note:** The Inclusions per AVC TC-4 are not automatically provisioned and must be separately ordered by Customer. For the CVC TC-4 Inclusion, Customer will be able to order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a Bundled CVC to which Business Bundled AVC TC-4s are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all AVCs associated with that Bundled CVC, including Business Bundled AVC TC-4s.

**“Business Bundle 2” associated with a Basic CVC**

- (d) Subject to the terms of this section 27, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if Customer orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Basic CVC.

Required Product Features			nbn™ Network	Inclusion per AVC TC-4*	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	AVC TC-1 symmetrical Mbps (CIR)		Enhanced Fault Rectification Service	
25–50	5–20	1Mbps	FTTB, FTTC and FTTN	Enhanced-12 (24/7)	\$60.00
50	20	1Mbps	Fibre and HFC	Enhanced-12 (24/7)	\$60.00
25–100	5–40	1Mbps	FTTB, FTTC and FTTN	Enhanced-12 (24/7)	\$80.00
100	40	1Mbps	Fibre and HFC	Enhanced-12 (24/7)	\$80.00

Table 4: Discounted charges for “Business Bundle 2” AVCs associated with a Basic CVC

**\*Note:** The Enhanced Fault Rectification Service Inclusion per AVC TC-4 is not automatically provisioned and must be separately ordered by Customer.

- (e) Each AVC TC-1 1 Mbps (symmetrical) Required Product Feature in sections 27.1(c) and 27.1(d) includes (and is not additional to) any AVC TC-1 bandwidth to which Customer has access and use under section 1.1(b)(ii) of the [nbn™ Ethernet Price List](#).
- (f) For the purposes of this TC-4 Business Bundles Discount:
- (i) a **Basic CVC** is a CVC TC-4 Product Component that Customer has either designated as a “Basic CVC”, or has not designated as a “Bundled CVC”, during an ordering process for that CVC TC-4 Product Component;
  - (ii) a **Bundled CVC** is a CVC TC-4 Product Component that Customer has designated as a “Bundled CVC” during an ordering process for that CVC TC-4 Product Component;

- (iii) **Business Bundled AVC TC-4** means an AVC TC-4 Product Component that is acquired as part of a bundle that is eligible for any of the discounted charges in sections 27.1(a) to 27.1(d);
- (iv) **Campaign Period** means the period from 15 April 2019 to 14 October 2022 unless extended by **nbn** by giving 10 Business Days' prior notice to Customer;
- (v) **Sunset Period** means the period starting at the end of the Campaign Period and ending 6 months later, unless extended by **nbn** by giving 10 Business Days' prior notice to Customer; and
- (vi) **TC-4 Business Bundled Components** means any set of Required Product Features and Inclusions supplied at the discounted charges in sections 27.1(a) to 27.1(d).

## 27.2 Enhanced Fault Rectification Service

- (a) For a bundle under section 27.1(c) or 27.1(d):
  - (i) Customer may order an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ESLA**); and
  - (ii) if Customer orders an Alternative ESLA, **nbn** will charge Customer for that Alternative ESLA in accordance with the relevant Charge set out in the [nbn™ Ethernet Price List](#) in addition to the discounted charge that applies for the associated bundle under section 27.1(c) or 27.1(d).
- (b) For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the [nbn™ Ethernet Service Levels Schedule](#) if it applies in relation to a bundle:
  - (i) the recurring Charges in respect of the relevant Business Bundled AVC TC-4 are those in the [nbn™ Ethernet Price List](#); and
  - (ii) the recurring Charges in respect of the relevant Enhanced Fault Rectification Service are the recurring Charges in the [nbn™ Ethernet Price List](#) for the Enhanced-12 (24/7) Enhanced Fault Rectification Service or the Alternative ESLA (as applicable).

## 27.3 Subsequent Installation discount

- (a) If **nbn** performs a Subsequent Installation to supply TC-4 Business Bundled Components under section 27.1(c) or 27.1(d) at a Premises served by the FTTB Network, the FTTC Network or FTTN Network, **nbn** will perform the Subsequent Installation at the following discounted charge:

*\$0 + Labour Rate + Materials over and above Initial Standard Installation.*

- (b) The Subsequent Installation discount is subject to the following conditions:

- (i) the Subsequent Installation discount only applies if the relevant Connect Order is Completed during the Campaign Period;
- (ii) **nbn** will only perform up to one Subsequent Installation per Premises at the discounted charges in section 27.3(a);
- (iii) the Subsequent Installation discount is not available in respect of any:
  - (A) Premises that is eligible for a Special Services Migration – Subsequent Installation Credit; or
  - (B) Premises in connection with which **nbn** has already credited a Special Services Migration – Subsequent Installation Credit to Customer or an Other Customer;
- (iv) Customer must pay to **nbn** the difference between the relevant Charges in the [nbn™ Ethernet Price List](#) and the discounted charges paid by Customer for any Subsequent Installation performed at any Premises if, within 12 months of the relevant Connect Order being Completed, the Ordered Product the subject of that Connect Order is either:
  - (A) disconnected; or
  - (B) modified such that the Charges payable by Customer in respect of that Ordered Product are lower than they were prior to such modification; and
- (v) the waiver set out in item 3 in section 8.1 does not apply in respect of the discounted charge set out in this section 27.3.

## 27.4 Overage Charges

If Customer obtains supply of any Business Bundled AVC TC-4 in any CSA at any time during a Billing Period:

- (a) Customer will be liable to pay Overage Charges in respect of that CSA in accordance with the terms of sections 22.3(b) to 22.3(d); and
- (b) sections 20.1(d), 20.2 and 21.2 will not apply in respect of that CSA.

## 27.5 Ordered Products to which this Discount relates

- (a) This TC-4 Business Bundles Discount only applies to TC-4 Business Bundled Components of **nbn**™ Ethernet (Fibre), **nbn**™ Ethernet (FTTB), **nbn**™ Ethernet (FTTC), **nbn**™ Ethernet (FTTN) and **nbn**™ Ethernet (HFC).
- (b) For clarity, this TC-4 Business Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with **nbn**™ Ethernet (Wireless) or **nbn**™ Ethernet (Satellite).

## 27.6 Aggregate comparison to [nbn™ Ethernet Price List](#) charges

- (a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this TC-4 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-2 Business Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-4 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-2 Business Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (b) If a Billing Dispute under section 27.6(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-4 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-2 Business Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

## 27.7 CVC Utilisation Conditions

- (a) To obtain this TC-4 Business Bundles Discount, Customer must ensure that:
  - (i) no more than 15% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and
  - (ii) no more than 5% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),(each, a **CVC Utilisation Condition**).
- (b) The following consequences will apply if Customer breaches any CVC Utilisation Condition:
  - (i) if Customer breaches a CVC Utilisation Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached a CVC Utilisation Condition; and
  - (ii) in any subsequent Billing Period in which Customer breaches a CVC Utilisation Condition, Customer's TC-4 Business Bundled Components will be invoiced at the recurring Charges for those Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

- (c) For the purposes of section 27.7(b), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

*Example: If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two Billing Periods (i.e. the first part of the 7 day period is in one Billing Period and the last part of the 7 day period is in the next Billing Period), the breach will be deemed to have occurred in the later Billing Period, as the final day of the 7 day period is in this Billing Period.*

## 27.8 Interaction with other Discounts, Credits and Rebates

- (a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that sections 27.1(a) or 27.1(c) of this TC-4 Business Bundles Discount apply to those Product Components:
- (i) subject to section 27.8(d), the 50 Kbps CVC Credit;
  - (ii) the CVC Transitional Pricing Credit;
  - (iii) the Dimension Based CVC Discount;
  - (iv) the F50 Credit; and
  - (v) the High Bandwidth Bundles Discount.
- (b) If a Product Component is only subject to the TC-4 Business Bundles Discounts in section 27.1 for part of a Billing Period, the discounted charges in section 27.1 will apply to the Product Component for that part of the Billing Period only, on a pro-rata daily basis.
- (c) If **nb** supplies any TC-2 Product Components in accordance with the discounted charges set out in section 28.1, the TC-4 Business Bundles Discounts in this section 27 will not apply in respect of any Product Components or Product Features which are associated with those TC-2 Product Components.
- (d) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):
- (i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;
  - (ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and

- (iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.
- (e) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which **nbn** supplies a Business Bundled AVC TC-4 associated with a Bundled CVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.
- (f) For the purposes of the Dimension Based CVC Discount:
  - (i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and
  - (ii) the number of Business Bundled AVC TC-4s which Customer has associated with a Bundled CVC will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.
- (g) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC with an associated Business Bundled AVC TC-4 to being a Basic CVC, the F50 Credit will cease to apply to any associated AVC TC-4 Product Components from the date of that modification.

## 27.9 Opt-in, Opt-out and Term

- (a) Subject to section 27.9(f), Customer must comply with the following in order to opt in for the TC-4 Business Bundles Discounts:
  - (i) to opt in for any of the TC-4 Business Bundles Discounts in sections 27.1(a) or 27.1(b), Customer must opt in for all of the TC-4 Business Bundles Discounts in sections 27.1(a) and 27.1(b);
  - (ii) to opt in for any of the TC-4 Business Bundles Discounts in sections 27.1(c) or 27.1(d), Customer must opt in for all of the TC-4 Business Bundles Discounts in sections 27.1(c) and 27.1(d); and
  - (iii) Customer must otherwise comply with the processes, including minimum notice periods, as notified by **nbn** from time to time.
- (b) Subject to section 27.9(c), Customer will only be eligible for the TC-4 Business Bundles Discounts during the period that each of the following conditions are satisfied:
  - (i) Customer has opted in, and remains opted in, to the relevant TC-4 Business Bundles Discounts in accordance with section 27.9(a); and
  - (ii) either the Campaign Period or the Sunset Period is ongoing.
- (c) An Ordered Product will only be eligible for a TC-4 Business Bundles Discount during a Billing Period ending in the Sunset Period (the **Relevant Billing Period**) if:
  - (i) it is a Continuing Business Bundle or a Transferred Business Bundle; and

- (ii) **nbn** has not, from the start of the Sunset Period up until at least the end of the Relevant Billing Period:
  - (A) Completed a Modify Order in respect of any associated Required Product Feature (other than a Modify Order to change the CVC with which an AVC Product Component is associated, where both the existing and new CVCs are Basic CVCs or both the existing and new CVCs are Bundled CVCs); or
  - (B) Completed a Modify Order that modifies the CVC TC-4 Product Component with which that Ordered Product is associated from a Bundled CVC to a Basic CVC (or vice versa).
- (d) For the purpose of section 27.9(c) an Ordered Product will be:
  - (i) a **Continuing Business Bundle** if the Ordered Product was supplied to Customer under a TC-4 Business Bundles Discount at the end of the Campaign Period and has continued being supplied under that same TC-4 Business Bundles Discount from the start of the Sunset Period up until at least the end of the Relevant Billing Period; and
  - (ii) a **Transferred Business Bundle** if:
    - (A) the Ordered Product was supplied to Customer as a result of a Non-Infrastructure Type Transfer Completed during the Sunset Period;
    - (B) a corresponding ordered product was being supplied to an Other Customer under a TC-4 Business Bundles Discount immediately prior to the end of the Campaign Period and on a continuous basis from the start of the Sunset Period until the Non-Infrastructure Type Transfer; and
    - (C) the Ordered Product included all Required Product Features to be eligible for the same TC-4 Business Bundles Discount after the Non-Infrastructure Type Transfer as applied to the corresponding ordered product before the Non-Infrastructure Type Transfer.
- (e) Customer may opt out of the TC-4 Business Bundles Discounts at any time before the end of the Sunset Period by complying with the following:
  - (i) to opt out of any of the TC-4 Business Bundles Discounts in sections 27.1(a) or 27.1(b), Customer must opt out of all of the TC-4 Business Bundles Discounts in sections 27.1(a) and 27.1(b) by giving notice in writing to **nbn**;
  - (ii) to opt out for any of the TC-4 Business Bundles Discounts in sections 27.1(c) or 27.1(d), Customer must opt out for all of the TC-4 Business Bundles Discounts in sections 27.1(c) and 27.1(d) by giving notice in writing to **nbn**; and
  - (iii) Customer must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (f) Customer must not opt in for any TC-4 Business Bundles Discount if Customer has previously opted out of that TC-4 Business Bundles Discount.

- (g) Without limiting section 27.9(h), **nbn** may withdraw, suspend or amend this TC-4 Business Bundles Discount on 6 months' prior notice to Customer.
- (h) **nbn** may withdraw, suspend or amend this TC-4 Business Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 27.10 Process to Claim

**nbn** will automatically apply this TC-4 Business Bundles Discount.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

### 27.11 Ineligibility for non-payment Defaults

- (a) Subject to section 27.11(b), if:
  - (i) Customer is in Default for failure to pay the full amount set out in an invoice (**Unpaid Invoice**) by its Due Date (excluding amounts validly withheld pursuant to clause B3.1(b)(i) of the [Head Terms](#)); and
  - (ii) **nbn** has given Customer a Default Notice in respect of that Default,  
**nbn** may, in a subsequent invoice (**Later Invoice**), recover from Customer an amount equal to the difference between:
    - (iii) the total amount of the Unpaid Invoice; and
    - (iv) the total amount that would have been included in the Unpaid Invoice if the discounted Charges for:
      - (A) TC-4 Business Bundled Components; and
      - (B) any TC-2 Product Components supplied in accordance with the discounted charges set out in section 28.1,  
in the Unpaid Invoice had instead been the corresponding recurring Charges for the relevant Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (b) **nbn** must not recover an amount under section 27.11(a) if the relevant Default is remedied before **nbn** issues the Later Invoice.

The details and conditions in section 28 apply in respect of the TC-2 Business Bundles Discount described in section 3.

## 28. TC-2 Business Bundles Discount

### 28.1 Discounted charges

- (a) Subject to the terms of this section 28, **nbn** will supply all AVC TC-2 Product Components and Inclusions in the table below in accordance with the corresponding Discounted Charges:

AVC TC-2 symmetrical Mbps (CIR)	nbn™ Network	Inclusions per AVC TC-2*		Discounted Charge per AVC TC-2 per Billing Period
		CVC TC-2 symmetrical bandwidth inclusion (CIR) per AVC TC-2	Enhanced Fault Rectification Service inclusion per AVC TC-2	
5	Fibre, FTTB, FTTN and FTTC	5 Mbps	Enhanced-12 (24/7)	\$50.00
10	Fibre, FTTB, FTTN and FTTC	10 Mbps	Enhanced-12 (24/7)	\$131.00
20	Fibre, FTTB, FTTN and FTTC	20 Mbps	Enhanced-12 (24/7)	\$192.00
30	Fibre	30 Mbps	Enhanced-12 (24/7)	\$220.00
40	Fibre	40 Mbps	Enhanced-12 (24/7)	\$223.00
50	Fibre	50 Mbps	Enhanced-12 (24/7)	\$225.00
60	Fibre	60 Mbps	Enhanced-12 (24/7)	\$581.00
70	Fibre	70 Mbps	Enhanced-12 (24/7)	\$626.00
80	Fibre	80 Mbps	Enhanced-12 (24/7)	\$672.00
90	Fibre	90 Mbps	Enhanced-12 (24/7)	\$704.00
100	Fibre	100 Mbps	Enhanced-12 (24/7)	\$714.00

Table 1: Discounted Charges for TC-2 Business Bundled AVCs

**\*Note:** The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by Customer. For the CVC TC-2 Inclusion, Customer will be able to order any CVC TC-2 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a CVC to which Business Bundled AVC TC-2s are associated. This CVC TC-2 bandwidth profile will be available to be used collectively by all AVCs associated with that CVC, including Business Bundled AVC TC-2s.

- (b) For the purposes of this TC-2 Business Bundles Discount:
- (i) **Business Bundled AVC TC-2** means an AVC TC-2 Product Component to which this TC-2 Business Bundles Discount applies;
  - (ii) **Campaign Period** means the period from 15 April 2019 to 14 October 2022 unless extended by **nbn** by giving 10 Business Days' prior notice to Customer;
  - (iii) **Sunset Period** means the period starting at the end of the Campaign Period and ending 6 months later, unless extended by **nbn** by giving 10 Business Days' prior notice to Customer; and
  - (iv) **TC-2 Business Bundled Components** means any set of Business Bundled AVC TC-2 and Inclusions supplied at the discounted charges in section 28.1(a).

## 28.2 Enhanced Fault Rectification Service

- (a) For a bundle under section 28.1(a):
- (i) Customer may order an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ESLA**); and
  - (ii) if Customer orders an Alternative ESLA, **nbn** will charge Customer for that Alternative ESLA in accordance with the relevant Charge set out in the [nbn™ Ethernet Price List](#) in addition to the discounted charge that applies for the associated bundle under section 28.1(a).
- (b) For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the [nbn™ Ethernet Service Levels Schedule](#) if it applies to a bundle:
- (i) the recurring Charges in respect of the relevant Business Bundled AVC TC-2 are those in the [nbn™ Ethernet Price List](#); and
  - (ii) the recurring Charges in respect of the relevant Enhanced Fault Rectification Service are the recurring Charges in the [nbn™ Ethernet Price List](#) for the Enhanced-12 (24/7) Enhanced Fault Rectification Service or the Alternative ESLA (as applicable).

## 28.3 Subsequent Installation discount

- (a) If **nbn** performs a Subsequent Installation to supply a Business Bundled AVC TC-2 with a bandwidth profile of 20 Mbps symmetrical (CIR) at a Premises served by the FTTB Network, the FTTC Network or the FTTN Network, **nbn** will perform the Subsequent Installation at the following discounted charge:

*\$0 + Labour Rate + Materials over and above Initial Standard Installation.*

- (b) The Subsequent Installation discount is subject to the following conditions:
- (i) the Subsequent Installation discount only applies if the relevant Connect Order is Completed during the Campaign Period;
  - (ii) **nbn** will only perform up to one Subsequent Installation per Premises at the discounted charge in section 28.3(a);
  - (iii) the Subsequent Installation discount is not available in respect of any:
    - (A) Premises that is eligible for a Special Services Migration – Subsequent Installation Credit; or
    - (B) Premises in connection with which **nbn** has already credited a Special Services Migration – Subsequent Installation Credit to Customer or an Other Customer;
  - (iv) Customer must pay to **nbn** the difference between the relevant Charges in the [nbn™ Ethernet Price List](#) and the discounted charges paid by Customer for any Subsequent Installation performed at any Premises if, within 12 months of the relevant Connect Order being Completed, the Ordered Product the subject of that Connect Order is either:
    - (A) disconnected; or
    - (B) modified such that the recurring Charges payable by Customer in respect of that Ordered Product are lower than they were prior to such modification; and
  - (v) the waiver set out in item 3 in section 8.1 does not apply in respect of the discounted charge set out in this section 28.3.

## 28.4 Overage Charges

- (a) If Customer obtains supply of any Business Bundled AVC TC-2 in respect of any CVC at any time during a Billing Period commencing during the Campaign Period, Customer will be liable to pay Overage Charges in respect of that CVC in accordance with the terms of this section 28.4.
- (b) For the purposes of this section 28.4:
- (i) **Included Bandwidth** means, across a Billing Period in respect of a CVC, the aggregate CVC TC-2 bandwidth inclusions (in Mbps) for all Business Bundled AVC TC-2s associated with that CVC (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and
  - (ii) **Ordered Bandwidth** means, across a Billing Period in respect of a CVC, the aggregate CVC TC-2 bandwidth capacity (in Mbps) ordered by Customer in respect of that CVC (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).
- (c) Subject to the terms of this section 28.4, if, across a Billing Period in respect of a CVC, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge Customer an **Overage Charge** calculated as follows:

$$\text{Overage Charge} = \$17.50 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})$$

- (d) If the Campaign Period ends during a Billing Period, for that Billing Period:
  - (i) Included Bandwidth and Ordered Bandwidth will only be calculated in respect of those days that formed part of the Campaign Period; and
  - (ii) any Overage Charge will be pro-rated by reference to the number of days in that Billing Period that formed part of the Campaign Period.

## 28.5 Ordered Products to which this Discount relates

- (a) This TC-2 Business Bundles Discount only applies to TC-2 Business Bundled Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC) and **nbn**<sup>TM</sup> Ethernet (FTTN).
- (b) For clarity, this TC-2 Business Bundles Discount does not apply to any AVC Product Components or CVC capacity supplied in connection with **nbn**<sup>TM</sup> Ethernet (HFC), **nbn**<sup>TM</sup> Ethernet (Wireless) or **nbn**<sup>TM</sup> Ethernet (Satellite).

## 28.6 Aggregate comparison to **nbn**<sup>TM</sup> Ethernet Price List charges

- (a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this TC-2 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-4 Business Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-2 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-4 Business Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbn<sup>TM</sup> Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (b) If a Billing Dispute under section 28.6(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-2 Business Bundles Discount, the Entry Level Bundles Discount, the High Bandwidth Bundles Discount, the Fixed Wireless Bundles Discount and the TC-4 Business Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbn<sup>TM</sup> Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

## 28.7 Interaction with other Discounts, Credits and Rebates

- (a) During the Campaign Period, the **nbn**<sup>TM</sup> Ethernet TC-2 Credit will not apply to any Product Components to the extent that Customer has opted in, and remains opted in, to the TC-2 Business Bundles Discounts in accordance with section 28.8(a).

- (b) During the Sunset Period, for the purposes of determining the amount of any **nbn**<sup>™</sup> Ethernet TC-2 Credit payable to Customer:
  - (i) the Total TC-2 Charge in respect of each CVC TC-2 will not include any discounted charges paid under section 28.1(a) in respect of any TC-2 Business Bundled Components; and
  - (ii) the Total Spend Cap will be calculated excluding any “Spend Cap Contribution Amount” for any Business Bundled AVC TC-2s.
- (c) If a Product Component is only subject to the TC-2 Business Bundles Discounts in section 28.1(a) for part of a Billing Period, the discounted charges in section 28.1(a) will apply to the Product Component for that part of the Billing Period only on a pro-rata daily basis.

## 28.8 Opt-in, Opt-out and Term

- (a) Subject to section 28.8(f), Customer must comply with the following in order to opt in for the TC-2 Business Bundles Discounts:
  - (i) to opt in for any of the TC-2 Business Bundles Discounts in section 28.1(a), Customer must opt in for all of the TC-2 Business Bundles Discounts in section 28.1(a); and
  - (ii) Customer must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (b) Subject to section 28.8(c), if Customer opts-in to the TC-2 Business Bundles Discounts in accordance with section 28.8(a), and remains opted in, **nbn** will charge for AVC TC-2 Product Components and any Product Components and Product Features that qualify as Inclusions which are supplied during the Campaign Period or Sunset Period in accordance with the discounted charges in section 28.1(a).

**Note:** *The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by Customer.*

- (c) An Ordered Product will only be eligible for a TC-2 Business Bundles Discount during a Billing Period ending in the Sunset Period (the **Relevant Billing Period**) if:
  - (i) it is a Continuing Business Bundle or a Transferred Business Bundle; and
  - (ii) **nbn** has not, from the start of the Sunset Period up until at least the end of the Relevant Billing Period, Completed a Modify Order in respect of any associated AVC TC-2 Product Component (other than a Modify Order to change the CVC with which the AVC TC-2 is associated).
- (d) For the purpose of section 28.8(c) an Ordered Product will be:

- (i) a **Continuing Business Bundle** if the Ordered Product was supplied to Customer under a TC-2 Business Bundles Discount at the end of the Campaign Period and has continued being supplied under that same TC-2 Business Bundles Discount from the start of the Sunset Period up until at least the end of the Relevant Billing Period; and
- (ii) a **Transferred Business Bundle** if:
  - (A) the Ordered Product was supplied to Customer as a result of a Non-Infrastructure Type Transfer Completed during the Sunset Period;
  - (B) a corresponding ordered product was being supplied to an Other Customer under a TC-2 Business Bundles Discount immediately prior to the end of the Campaign Period and on a continuous basis from the start of the Sunset Period until the Non-Infrastructure Type Transfer; and
  - (C) the Ordered Product included the same AVC TC-2 Product Component after the Non-Infrastructure Type Transfer as the corresponding ordered product supplied before the Non-Infrastructure Type Transfer.
- (e) Customer may opt out of the TC-2 Business Bundles Discounts at any time before the end of the Sunset Period by complying with the following:
  - (i) Customer must opt out of all of the TC-2 Business Bundles Discounts in section 28.1(a) by giving notice in writing to **nbn**; and
  - (ii) Customer must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (f) Customer must not opt in for the TC-2 Business Bundle Discounts if Customer has previously opted out of the TC-2 Business Bundle Discounts.
- (g) Without limiting section 28.8(h), **nbn** may withdraw, suspend or amend this TC-2 Business Bundles Discount on 6 months' prior notice to Customer.
- (h) **nbn** may withdraw, suspend or amend this TC-2 Business Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 28.9 Process to Claim

If Customer is eligible for the TC-2 Business Bundles Discounts, **nbn** will automatically apply this TC-2 Business Bundles Discount.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

## 28.10 Ineligibility for non-payment Defaults

- (a) Subject to section 28.10(b), if:
- (i) Customer is in Default for failure to pay the full amount set out in an invoice (**Unpaid Invoice**) by its Due Date (excluding amounts validly withheld pursuant to clause B3.1(b)(i) of the [Head Terms](#)); and
  - (ii) **nbn** has given Customer a Default Notice in respect of that Default,  
**nbn** may, in a subsequent invoice (**Later Invoice**), recover from Customer an amount equal to the difference between:
    - (iii) the total amount of the Unpaid Invoice; and
    - (iv) the total amount that would have been included in the Unpaid Invoice if the discounted Charges for:
      - (A) TC-2 Business Bundled Components; and
      - (B) any TC-4 Product Components and associated Product Features supplied in accordance with the discounted charges set out in section 27.1,  
  
in the Unpaid Invoice had instead been the corresponding recurring Charges for the relevant Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (b) **nbn** must not recover an amount under section 28.10(a) if the relevant Default is remedied before **nbn** issues the Later Invoice.

*The details and conditions in section 29 apply in respect of the Wireless Plus Bundles Discount described in section 3.*

## 29. Wireless Plus Bundles Discount

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

The details and conditions in section 30 apply in respect of the Forward 2.0 Rebate described in section 3.

## 30. Forward 2.0 Rebate

### 30.1 Forward 2.0 Rebate details

- (a) Subject to the terms of this section 30, **nbn** will provide a Rebate to Customer, calculated in accordance with the table below, for each Connect Order submitted by Customer for one of the AVC TC-4 Product Components listed in the table below if the Connect Order is:
- (i) Acknowledged during the Campaign Period;
  - (ii) Acknowledged within the Early Incentive Period, Mid Incentive Period or Late Incentive Period for the relevant Premises;
  - (iii) Completed within 90 days after the date of Acknowledgement; and
  - (iv) Completed after Customer and any Rebate Group Members have reached the Baseline Number applicable to that Connect Order (as determined under section 30.2(b)).

**Note:** For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not eligible for a Forward 2.0 Rebate.

AVC TC-4 downstream Mbps (PIR) <sup>1</sup>	AVC TC-4 upstream Mbps (PIR) <sup>1</sup>	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC <sup>2</sup>			Rebate for Connect Order for AVC associated with a Bundled CVC <sup>2</sup>		
			Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>	Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>
12	1	Fibre, FTTB, FTTC, FTTN and HFC	N/A	N/A	N/A	\$67.50 <sup>4</sup>	\$45.00 <sup>4</sup>	\$22.50 <sup>4</sup>
25	5	Fibre, FTTB, FTTC, FTTN and HFC	\$81.00	\$54.00	\$27.00	\$135.00	\$90.00	\$45.00
25	5–10	FTTB, FTTC and FTTN	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00
25	10	Fibre and HFC	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00

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AVC TC-4 downstream Mbps (PIR) <sup>1</sup>	AVC TC-4 upstream Mbps (PIR) <sup>1</sup>	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC <sup>2</sup>			Rebate for Connect Order for AVC associated with a Bundled CVC <sup>2</sup>		
			Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>	Early Incentive Period <sup>3</sup>	Mid Incentive Period <sup>3</sup>	Late Incentive Period <sup>3</sup>
25–50	5–20	FTTB, FTTC and FTTN	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
50	20	Fibre and HFC	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
25–100	5–40	FTTB, FTTC and FTTN	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
100	40	Fibre and HFC	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
250	100	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
500	200	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
1000	400	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00

**Notes:**

1. The bandwidth profile of a relevant AVC TC-4 Product Component will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
2. Whether an AVC TC-4 Product Component is associated with a Basic CVC or a Bundled CVC will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
3. The Forward 2.0 Rebates listed in the Early Incentive Period, Mid Incentive Period and Late Incentive Period columns apply to Connect Orders for AVC TC-4 Product Components that are Acknowledged during the Early Incentive Period, Mid Incentive Period or Late Incentive Period respectively for the relevant Premises.
4. These Forward 2.0 Rebates will only apply to AVC TC-4 Product Components that are subject to the Entry Level Bundles Discount as at the time **nbn** Completes the Connect Order.
5. For clarity, the terms of this section 30 are separate to the terms of the Forward Rebate under section 25. The Forward Rebate terms will continue to apply under section 25.

(b) For the purposes of this section 30:

(i) **Baseline Numbers** has the meaning given to that term in sections 30.2, 30.3 and 30.4, as the context requires;

- (ii) **Basic CVC** has the meaning given to that term in section 50.1(b)(ii) of the TC-4 Bundles Discount;
- (iii) **Bundled CVC** has the meaning given to that term in section 50.1(b)(iii) of the TC-4 Bundles Discount;
- (iv) **Campaign Period** means the period from 1 July 2019 to 31 December 2019;
- (v) **Early Incentive Period** means, in respect of a Premises, the period between 0 and 30 calendar days after the RTC Date (inclusive);
- (vi) **Incentive Periods** refers to the Early Incentive Period, Mid Incentive Period and Late Incentive Period;
- (vii) **Late Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive);
- (viii) **Mid Incentive Period** means, in respect of a Premises, the period between 31 and 90 calendar days after the RTC Date (inclusive);
- (ix) **Rebate Group** has the meaning given to that term in section 30.3(c)(i);
- (x) **Rebate Group Member** has the meaning given to that term in section 30.3(c)(i);
- (xi) **Related Eligible Customer** has the meaning given to that term in section 30.3(a);
- (xii) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (xiii) **Segment** has the meaning given to that term in section 30.4(a) or 30.4(b), as the context requires; and
- (xiv) **Term** means the duration of this Forward 2.0 Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Forward 2.0 Rebate.

## 30.2 Baseline Numbers

- (a) Before the start of each calendar quarter that is within the Campaign Period and subject to section 30.3(c), **nbn** will notify Customer of a separate "baseline number" in respect of each Incentive Period for each month in that calendar quarter (each a **Baseline Number**).
- (b) For the purposes of this section 30 and subject to section 30.6(d), Customer will have reached the Baseline Number applicable to a Connect Order if **nbn** Completes a number of Connect Orders equivalent to the Baseline Number that:
  - (i) are submitted by Customer or any Rebate Group Member;
  - (ii) are Acknowledged in the same month as the relevant Connect Order;

- (iii) have the same applicable Incentive Period as the relevant Connect Order; and
- (iv) relate to the same Segment (if applicable).

### Example

In June 2019, **nbn** notifies Customer of the Baseline Numbers for Customer for each of the months of July, August and September 2019. The Baseline Numbers for July 2019 are as follows:

- Early Incentive Period: 1000;
- Mid Incentive Period: 800; and
- Late Incentive Period: 700.

**nbn** Completes the following Connect Orders for Customer in July 2019 which were also Acknowledged in July 2019:

- 1300 Connect Orders that were Acknowledged during the Early Incentive Period;
- 600 Connect Orders that were Acknowledged during the Mid Incentive Period; and
- 1100 Connect Orders that were Acknowledged during the Late Incentive Period.

### **Entitlement**

Customer will be entitled to a Forward 2.0 Rebate (calculated in accordance with section 30.1(a)) for the following Connect Orders Completed by **nbn**:

- of the Connect Orders that were Acknowledged in July 2019 during their Early Incentive Period, the last 300 Connect Orders Completed;
- no Connect Orders that were Acknowledged in July 2019 during their Mid Incentive Period; and
- of the Connect Orders that were Acknowledged in July 2019 during their Late Incentive Period, the last 400 Connect Orders Completed.

**Note:** Where Customer is part of a Rebate Group, and the Connect Orders that **nbn** Completes across the Rebate Group exceeds the Baseline Number for that Rebate Group, Customer will be entitled to a Forward 2.0 Rebate in respect of those Connect Orders Completed for that Customer (not for all Rebate Group Members) after the Baseline Number is reached.

- (c) If **nbn** fails to provide any Baseline Number to Customer (or, if section 30.3(c) applies, to any Rebate Group Member) for a calendar month, the omitted Baseline Number will be deemed to be the same as the most recent corresponding Baseline Number provided for a previous calendar month (if any).

### 30.3 Baseline Numbers for Rebate Groups

- (a) Customer may (by the date notified by **nbn**) request **nbn** to provide a single set of Baseline Numbers to Customer and all Other Customers who are Related Bodies Corporate of Customer and are eligible to receive this Forward 2.0 Rebate in accordance with section 30.8(a) (each such Other Customer, a **Related Eligible Customer**).
- (b) **nbn** may, in its absolute discretion, accept or reject a request under section 30.3(a).
- (c) If Customer or a Related Eligible Customer makes a request under section 30.3(a) and **nbn** accepts that request under section 30.3(b):
  - (i) each Related Eligible Customer will be deemed to be a **"Rebate Group Member"**, and Customer and all Related Eligible Customers will together be deemed to be a **"Rebate Group"**, for the purposes of this section 30;
  - (ii) **nbn** will provide Baseline Numbers for the remainder of the Campaign Period, and Disconnection Limits for the remainder of the Term, that apply to Customer and all Rebate Group Members as if they were a single entity (and will not separate out Baseline Numbers and Disconnection Limits for Customer or for any Rebate Group Member); and
  - (iii) **nbn** may provide Baseline Numbers and Disconnection Limits in accordance with section 30.3(c)(ii) (and section 30.4(d)(i) if applicable) to any Rebate Group Member, and the provision of a Baseline Number or Disconnection Limit to either Customer or any Rebate Group Member will constitute notice of the relevant Baseline Number or Disconnection Limit to Customer and all Rebate Group Members.

### 30.4 Split Baseline Numbers

- (a) If Customer is not part of a Rebate Group, Customer may request **nbn** to provide two separate sets of Baseline Numbers to Customer to apply to Connect Orders for each of the following two categories of Product Components (each category, a **Segment**):
  - (i) **nbn**<sup>TM</sup> Ethernet Product Components to be used as inputs to Customer Products supplied through a specified business unit or brand, or through a specified group of (related or unrelated) business units or brands, nominated by Customer; and
  - (ii) **nbn**<sup>TM</sup> Ethernet Product Components that are inputs to all other Customer Products.
- (b) If Customer is part of a Rebate Group, Customer may request **nbn** to provide two separate sets of Baseline Numbers in respect of the Rebate Group, to apply to each of the following two categories of Product Components (each category, a **Segment**):

- (i) **nbn**<sup>TM</sup> Ethernet Product Components to be used as inputs to retail or wholesale products or services supplied by the Rebate Group to a third party through a specified business unit or brand, or through a specified group of (related or unrelated) business units or brands, nominated by Customer; and
- (ii) **nbn**<sup>TM</sup> Ethernet Product Components that are inputs to all other retail and wholesale products or services supplied by the Rebate Group to a third party.

#### Example

A single Customer has two retail brands and a wholesale business providing Customer Products to five Downstream Service Providers. Customer is not part of a Rebate Group. Customer may request under section 30.4(a) that **nbn** provide one set of Baseline Numbers in relation to both of Customer's retail brands and a separate set of Baseline Numbers in relation to all of Customer's wholesale business provided that Customer has data to distinguish the orders placed for each category, as required under sections 30.4(c)(ii) and 30.8(e) below.

- (c) A request by Customer under section 30.4(a) or 30.4(b) must be:
  - (i) made by the date notified by **nbn**; and
  - (ii) accompanied by such information about the proposed Segments as reasonably required by **nbn**.
- (d) **nbn** may, in its absolute discretion, accept or reject a request under section 30.4(a) or 30.4(b). If **nbn** accepts such a request:
  - (i) **nbn** will provide separate sets of Baseline Numbers for each of the two Segments;
  - (ii) **nbn** may stop providing separate sets of Baseline Numbers at any time (and instead provide a single set of Baseline Numbers across both Segments) by giving notice to Customer or a Rebate Group Member; and
  - (iii) **nbn** is not obliged to provide a single set of Baseline Numbers across both Segments unless **nbn** has given notice to Customer in accordance with section 30.4(d)(ii).
- (e) If any Rebate Group Member requests separate Baseline Numbers for a Rebate Group under section 30.4(b), and **nbn** consequently provides separate Baseline Numbers to Customer or any Rebate Group Member under 30.4(d), Customer will be subject to the separate Baseline Numbers as if Customer had itself made a request under section 30.4(b) and **nbn** had granted Customer's request under section 30.4(d).

### 30.5 Disconnection Limit

- (a) Subject to section 30.5(e), if the Disconnection Rate exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and Customer must repay, an amount equal to the Excess Rebate Amount.

(b) For the purposes of this section 30 and subject to sections 30.5(c) and 30.5(e):

(i) **Disconnection Limit** means the number notified by **nbn** to Customer or a Rebate Group Member as the monthly “Disconnection Limit” in respect of that Customer and any Rebate Group Members;

(ii) **Disconnection Rate** means, in respect of a calendar month:

$$\frac{\text{Monthly Disconnection Amount}}{\text{Monthly Average Base}} \times 100$$

(iii) **Monthly Disconnection Amount** means, in respect of a calendar month, the total number of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC), supplied to Customer and any Rebate Group Members, which are disconnected by **nbn** in that calendar month, except for any AVC TC-4 Product Components:

(A) with a bandwidth profile of 12 Mbps downstream and 1 Mbps upstream associated with a Basic CVC;

(B) supplied as a result of a Connect Order that required **nbn** to perform a Subsequent Installation; or

(C) disconnected by **nbn** as part of a Non-Infrastructure Type Transfer to an Other Customer;

(iv) **Monthly Average Base** means, in respect of a calendar month:

$$\frac{\text{Eligible Active Base at the end of the first calendar day of the month} + \text{Eligible Active Base at the end of the last calendar day of the month}}{2}$$

(v) **Eligible Active Base** means, at a given point in time, the total number of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC) supplied to Customer and any Rebate Group Members, except for any AVC TC-4 Product Components:

(A) with a bandwidth profile of 12 Mbps downstream and 1 Mbps upstream associated with a Basic CVC; or

(B) supplied as a result of a Connect Order that required **nbn** to perform a Subsequent Installation;

(vi) **Excess Rebate Amount** means the sum of Forward 2.0 Rebates paid or payable to Customer in respect of the last X Connect Orders:

(A) Completed for Customer and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;

(B) in respect of which one or both of a Forward 2.0 Rebate or a Fast 2.0 Rebate has been paid or is payable to Customer under this section 30 or section 31 (as applicable); and

- (C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section 30,

where  $X = \frac{(\text{Disconnection Rate} - \text{Disconnection Limit})}{100} \times \text{Monthly Average Base}$ , rounded down to the nearest whole number.

- (c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers under sections 30.4(d) and 30.4(e) (as applicable):
- (i) **nbn** will provide separate Disconnection Limits for each Segment; and
- (ii) any liability of Customer under sections 30.5(a) and 30.5(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers under sections 30.4(d) and 30.4(e) (as applicable) in respect of the last quarter in the Campaign Period, any liability of Customer under sections 30.5(a) and 30.5(b) calculated after the Campaign Period will be calculated separately for each Segment.
- (e) Customer's aggregate liability to **nbn** under this section 30.5 will not exceed the aggregate amount of the Forward 2.0 Rebates paid or payable to Customer under this section 30.

### 30.6 Connect Orders to which this Rebate relates

- (a) The Forward 2.0 Rebate only applies to Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC).
- (b) For clarity, the Forward 2.0 Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Wireless) or **nbn**<sup>TM</sup> Ethernet (Satellite).
- (c) The Forward 2.0 Rebate will not apply to:
- (i) any Connect Order Acknowledged in a calendar month if Customer or any Rebate Group Members failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#);
- (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
- (iii) any Service Transfer Order:
- (A) in relation to which the Losing Customer is a Related Body Corporate;
- (B) in relation to a Premises to which Customer or a Related Body Corporate, in their capacity as a downstream service provider, supplied a downstream product before the Service Transfer Order was Completed; or

- (C) in relation to which the Losing Customer or its Related Body Corporate has become a Downstream Service Provider in respect of the Ordered Product Component arising from the Service Transfer Order.
- (d) If a Forward 2.0 Rebate does not apply to a Connect Order under sections 30.6(c)(ii) or 30.6(c)(iii), that Connect Order will not be included for the purposes of determining whether any Baseline Number has been reached.

### 30.7 CVC Utilisation Conditions

- (a) To obtain this Forward 2.0 Rebate, Customer must comply with each of the CVC Utilisation Conditions described in section 20.5(a) for the Campaign Period.
- (b) For the purposes of this section 30.7, **Breaching Month** means each calendar month in which the consequence in section 20.5(b)(ii) applies to a Customer or a Rebate Group Member (as relevant).
- (c) If the consequence in section 20.5(b)(ii) applies to Customer, then, in addition to that consequence:
  - (i) Customer will not be entitled to any Forward 2.0 Rebates in respect of Connect Orders Completed during the Breaching Month;
  - (ii) if Customer is part of a Rebate Group:
    - (A) Customer will, for the duration of the Breaching Month, no longer be part of the Rebate Group and not be considered to have any Rebate Group Members for the purposes of sections 30.1(a)(iv) and 30.2(b); and
    - (B) despite section 30.3(c)(ii), **nbn** may provide an updated Baseline Number to Customer in respect of Customer only (and not in respect of the Rebate Group), which will apply for the Breaching Month only; and
  - (iii) Customer will continue to be liable to repay any Excess Rebate Amounts calculated under section 30.5 in respect of the Breaching Month.
- (d) If the consequence in section 20.5(b)(ii) applies to a Rebate Group Member of Customer (**Breaching Member**), then:
  - (i) for the duration of the Breaching Month:
    - (A) the Breaching Member will no longer be considered part of Customer's Rebate Group for the purposes of sections 30.1(a)(iv) and 30.2(b) and any references to "Rebate Group Members" in those sections will be read as no longer including the Breaching Member; and
    - (B) subject to sections 30.8(d)(i) and 30.8(d)(iii), the Breaching Member will continue to be considered as a Rebate Group Member for the purposes of section 30.5; and

- (ii) despite section 30.3(c)(ii), **nbn** may provide updated Baseline Numbers for Customer and the remaining Rebate Group Members, which will apply for the Breaching Month only.

## 30.8 Eligibility and Term

### Opt-in

- (a) To obtain the Forward 2.0 Rebate, Customer must:
  - (i) opt in by Customer, or a Rebate Group Member on Customer's behalf, providing notice to **nbn** in accordance with the processes determined by **nbn**;
  - (ii) provide **nbn** with any information it requires, including information to assist **nbn** to determine appropriate Baseline Numbers and Disconnection Limits; and
  - (iii) opt in to the Fast 2.0 Rebate under section 31.
- (b) Subject to section 30.8(c), if Customer opts in to the Forward 2.0 Rebate in accordance with section 30.8(a), the Forward 2.0 Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date nominated by Customer, provided that the earliest date that Customer may nominate is:
  - (i) 1 July 2019, if Customer has opted in on or before 5 July 2019; and
  - (ii) the first day of the calendar month that starts 5 Business Days or more after Customer opts in, if Customer opts in after 5 July 2019.

### Opt-out

- (c) Customer may opt out of receiving Forward 2.0 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
  - (i) subject to section 30.8(c)(iv)(B), **nbn** will not provide any further Baseline Numbers to Customer in respect of any period after Customer has opted out;
  - (ii) **nbn** will not provide any Forward 2.0 Rebates to Customer in respect of any Connect Order Acknowledged on or after the date on which Customer has opted out;
  - (iii) **nbn** will continue to provide Disconnection Limits applicable to Customer in respect of each calendar month during the Term;
  - (iv) if Customer was part of a Rebate Group prior to opting out, then:

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- (A) from the first day of the calendar month in which Customer opts out, Customer will no longer be considered part of a Rebate Group, and Related Eligible Customers will no longer be Customer's Rebate Group Members;
  - (B) **nbn** may provide an updated Baseline Number to Customer applicable to Customer only (and not to the Rebate Group), which will apply only for the calendar month in which Customer opts out; and
  - (C) **nbn** may provide updated Disconnection Limits applicable to Customer only (not to the Rebate Group), which will apply from the first day of the calendar month in which Customer opts out and for the duration of the Term;
- (v) Customer will continue to be liable to repay any Excess Rebate Amounts calculated under section 30.5 in respect of any calendar month during the Term; and
- (vi) Customer will be deemed to have opted out of the Fast 2.0 Rebate under section 31.4(c).
- (d) If a Rebate Group Member of Customer opts out of receiving Forward 2.0 Rebates in accordance with section 30.8(c) (**Departing Member**), then:
- (i) from the first day of the calendar month in which the Departing Member opts out, the Departing Member will no longer be considered part of Customer's Rebate Group and any references to a "Rebate Group Member" in section 30 (except this section 30.8(d)) will be read as no longer including the Departing Member;
  - (ii) **nbn** may provide updated Baseline Numbers for Customer and the remaining Rebate Group Members (as if they were a single entity), which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Campaign Period; and
  - (iii) **nbn** may provide updated Disconnection Limits for Customer and the remaining Rebate Group Members, which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Term.

**Segment information obligations**

- (e) For any period of time in which **nbn** provides separate sets of Baseline Numbers under sections 30.4(d) and 30.4(e) (as applicable):
- (i) Customer must provide **nbn** with any information reasonably requested by **nbn**, including any information **nbn** requires to determine:
    - (A) the validity of the Segments having regard to the methods used by Customer to identify Connect Orders that are related to specific brands under which Customer Products and Downstream Products are supplied to Contracted End Users;
    - (B) appropriate Baseline Numbers and Disconnection Limits for each of the Segments; and

- (C) whether Customer and any Rebate Group Members will reach or have reached one or more Baseline Numbers or Disconnection Limits in a calendar month; and
- (ii) if Customer or any Rebate Group Member fails to provide any information in accordance with a request made by **nbn** under section 30.8(e)(i) within any time or format requested by **nbn** acting reasonably, **nbn** will not be required to pay any Forward 2.0 Rebate to Customer in respect of the calendar month in which that failure occurred, notwithstanding any other provision of this section 30.

### Term

- (f) Without limiting sections 30.8(g) and 30.8(h), **nbn** may withdraw, suspend or amend this Forward 2.0 Rebate on 30 days' notice to Customer.
- (g) **nbn** may extend the Campaign Period and Term of this Forward 2.0 Rebate on 10 Business Days' prior notice to Customer.
- (h) **nbn** may withdraw, suspend or amend this Forward 2.0 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 30.9 Process to Claim

- (a) **nbn** will automatically pay this Forward 2.0 Rebate to Customer's nominated account, or to the nominated account of any Rebate Group Member, by electronic funds transfer.
- (b) **nbn** may offset any liability of Customer for Excess Rebate Amounts or Recoverable Amounts under the Forward Rebate, the Fast Anytime 100 Rebate, this Forward 2.0 Rebate or the Fast 2.0 Rebate against any amount payable by **nbn** under section 30.9(a).
- (c) If the whole or any portion of any Excess Rebate Amount is not recovered by a reduction in a Forward 2.0 Rebate payment under section 30.9(b), **nbn** may include the unrecovered amount in an invoice.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.

### 30.10 Interpretation

- (a) Where this section 30 refers to the Agreement, or the Discounts, Credits and Rebates List, in respect of a Rebate Group Member, such references are deemed to be references to the Other Wholesale Broadband Agreement, or the Discounts, Credits and Rebates List issued under the Other Wholesale Broadband Agreement, to which that Rebate Group Member is a party.

The details and conditions in section 31 apply in respect of the Fast 2.0 Rebate described in section 3.

## 31. Fast 2.0 Rebate

### 31.1 Fast 2.0 Rebate details

- (a) Subject to the terms of this section 31, **nbn** will provide a Rebate to Customer for each Qualifying Order that is Acknowledged during the Campaign Period and Completed within 90 days after the date of Acknowledgement, as follows:
- (i) \$160.00 (excluding GST), if the Qualifying Order is Acknowledged within 180 calendar days (inclusive) of the relevant RTC Date; and
  - (ii) \$100.00 (excluding GST), if the Qualifying Order is Acknowledged 181 or more calendar days after the relevant RTC Date.

**Note:** For clarity, the terms of this section 31 are separate to the terms of the Fast Anytime 100 Rebate under section 26. The Fast Anytime 100 Rebate terms will continue to apply under section 26.

- (b) For the purposes of this section 31:
- (i) **Bundled CVC** has the meaning given to that term in section 50.1(b)(iii) of the TC-4 Bundles Discount;
  - (ii) **Campaign Period** means the period from 1 July 2019 to 31 December 2019;
  - (iii) **Qualifying Order** means any of the following orders, provided that the corresponding Qualifying Product Component is associated with a Bundled CVC at the time the order is Completed:
    - (A) a Connect Order for a Qualifying Product Component;
    - (B) a Modify Order (excluding any Same POI Migration Order or Temporary POI Migration Order) to modify an AVC TC-4 Product Component that is not a Qualifying Product Component to a Qualifying Product Component; and
    - (C) a Service Transfer Order in respect of which Customer is the Gaining Customer for a Qualifying Product Component;

**Note:** For clarity, a Non-Infrastructure Type Transfer is not a Qualifying Order.
  - (iv) **Qualifying Product Component** means each of the following AVC TC-4 Product Components:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn™ Network
25–100	5–40	FTTB, FTTC and FTTN
100	40	Fibre and HFC
250	100	Fibre
500	200	Fibre
1000	400	Fibre

- (v) **Term** means the duration of this Fast 2.0 Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Fast 2.0 Rebate; and
- (vi) the following terms have the meaning given to them in section 30: **Baseline Number**, **Rebate Group**, **Rebate Group Member**, **Related Eligible Customer** and **RTC Date**.
- (c) **nbn** will provide a Fast 2.0 Rebate for a maximum of one Qualifying Order for each Ordered Product.
- (d) **nbn** will not provide the Fast 2.0 Rebate in respect of:
  - (i) a Modify Order if the corresponding Ordered Product Component is subject to a subsequent Modify Order that results in the Ordered Product Component not being a Qualifying Product Component at the end of the calendar month in which the Qualifying Order was Completed;
  - (ii) a Qualifying Order resulting in the supply of a Qualifying Product Component at a Premises if, at any time before that Qualifying Order, a Qualifying Product Component was supplied at that Premises to:
    - (A) Customer or to a Related Body Corporate; or
    - (B) an Other Customer, and used by Customer or a Related Body Corporate in their capacity as a downstream service provider;
  - (iii) a Qualifying Order resulting in the supply of a Qualifying Product Component at a Premises if:
    - (A) Customer will use the Qualifying Product Component as an input to a Customer Product supplied to a Downstream Service Provider; and
    - (B) at any time before the Qualifying Order, a Qualifying Product Component was supplied at that Premises to that Downstream Service Provider or its Related Body Corporate, in their capacity as an Other Customer;

- (iv) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
- (v) a Qualifying Order Acknowledged in a calendar month if Customer or any Rebate Group Members failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#).

## 31.2 Downgrade and Disconnection Limits

### Downgrade Limit

- (a) Subject to section 31.2(g), if the Downgrade Rate exceeds the Downgrade Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and Customer must repay, an amount equal to the Recoverable Amount.
- (b) For the purposes of this section 31 and subject to sections 31.2(c), 31.2(e) and 31.2(f):
  - (i) **Downgrade Limit** means the number notified by **nbn** to Customer or a Rebate Group Member as the monthly “Downgrade Limit” in respect of that Customer and any Rebate Group Members;
  - (ii) **Downgrade Rate** means, in respect of a calendar month:
$$\frac{\text{Monthly Downgrade Amount}}{\text{Monthly Average Base}} \times 100$$
  - (iii) **Monthly Downgrade Amount** means, in respect of a calendar month, the total number of Modify Orders submitted by Customer and any Rebate Group Members at any time and Completed in that calendar month to modify a Qualifying Product Component supplied to Customer or any Rebate Group Members to a Product Component that is not a Qualifying Product Component;
  - (iv) **Monthly Average Base** means, in respect of a calendar month:
$$\frac{\text{Eligible Active Base at the end of the first calendar day of the month} + \text{Eligible Active Base at the end of the last calendar day of the month}}{2}$$
  - (v) **Eligible Active Base** means, at a given point in time, the total number of Qualifying Product Components supplied to Customer or any Rebate Group Members; and
  - (vi) **Recoverable Amount** means the sum of Fast 2.0 Rebates paid or payable to Customer in respect of the last Y Qualifying Orders:
    - (A) Completed for Customer and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;
    - (B) in respect of which a Fast 2.0 Rebate has been paid or is payable to Customer under this section 31; and

(C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section 31,

where  $Y = \frac{(\text{Downgrade Rate} - \text{Downgrade Limit})}{100} \times \text{Monthly Average Base}$ , rounded down to the nearest whole number.

(c) If Customer is or becomes part of a Rebate Group (as set out in section 30.3):

- (i) **nbn** will provide a Downgrade Limit for the remainder of the Term that applies to Customer and all Rebate Group Members as if they were a single entity; and
- (ii) **nbn** may provide Downgrade Limits in accordance with section 31.2(c)(i) to any Rebate Group Member, and the provision of a Downgrade Limit to either Customer or any Rebate Group Member will constitute notice of the relevant Downgrade Limit to Customer and all Rebate Group Members.

#### Disconnection Limit

(d) Subject to sections 31.2(e) to 31.2(g), if the Disconnection Rate exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and Customer must repay, an amount equal to the Excess Rebate Amount, where:

- (i) **Disconnection Limit** and **Disconnection Rate** have the meaning given to those terms in section 30; and
- (ii) **Excess Rebate Amount** means the sum of the Fast 2.0 Rebates paid or payable to Customer in respect of the last X Connect Orders:
  - (A) Completed for Customer and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;
  - (B) in respect of which one or both of a Forward 2.0 Rebate or a Fast 2.0 Rebate has been paid or is payable to Customer under section 30 or this section 31 (as applicable); and
  - (C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section 31,

where  $X = \frac{(\text{Disconnection Rate} - \text{Disconnection Limit})}{100} \times \text{Monthly Average Base}$ , rounded down to the nearest whole number.

#### Downgrades and Disconnections in separate Segments

(e) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers under sections 30.4(d) and 30.4(e) (as applicable):

- (i) **nbn** will provide separate Downgrade Limits for each Segment; and

- (ii) any liability of Customer under sections 31.2(a) and 31.2(d) will be calculated separately for each Segment.
- (f) If **nbn** provides separate sets of Baseline Numbers under sections 30.4(d) and 30.4(e) (as applicable) in respect of the last quarter in the Campaign Period, any liability of Customer under sections 31.2(a) and 31.2(d) calculated after the Campaign Period will be calculated separately for each Segment.

#### Maximum liability

- (g) Customer's aggregate liability to **nbn** under sections 31.2(a) and 31.2(d) will not exceed the aggregate amount of the Fast 2.0 Rebates paid or payable to Customer under this section 31.

### 31.3 CVC Utilisation Conditions

- (a) To obtain this Fast 2.0 Rebate, Customer must comply with each of the CVC Utilisation Conditions described in section 20.5(a) for the Campaign Period.
- (b) For the purposes of this section 31.3, **Breaching Month** means each calendar month in which the consequence in section 20.5(b)(ii) applies to a Customer or a Rebate Group Member (as relevant).
- (c) If the consequence in section 20.5(b)(ii) applies to Customer, then, in addition to that consequence:
  - (i) Customer will not be entitled to any Fast 2.0 Rebates in respect of Qualifying Orders Completed during the Breaching Month; and
  - (ii) Customer will continue to be liable to repay any Excess Rebate Amounts and Recoverable Amounts calculated under section 31.2 in respect of the Breaching Month.
- (d) If the consequence in section 20.5(b)(ii) applies to a Rebate Group Member of Customer (**Breaching Member**), then, for the duration of the Breaching Month and subject to section 31.4(d), the Breaching Member will continue to be considered as a Rebate Group Member for the purposes of section 31.2.

### 31.4 Eligibility and Term

#### Opt-in

- (a) To obtain the Fast 2.0 Rebate, Customer must:
  - (i) opt in by Customer, or a Rebate Group Member on Customer's Behalf, providing notice to **nbn** in accordance with the processes determined by **nbn**; and

(ii) opt in to the Forward 2.0 Rebate under section 30.

(b) Subject to section 31.4(c), this Fast 2.0 Rebate will be calculated by reference to Qualifying Orders that are Acknowledged on or after the date on which Customer nominates to become eligible for Forward 2.0 Rebates in accordance with section 30.8(b).

### Opt-out

(c) Customer may opt out of receiving Fast 2.0 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:

(i) **nbn** will not provide any Fast 2.0 Rebates to Customer in respect of any Qualifying Order Acknowledged on or after the date on which Customer has opted out;

(ii) **nbn** will continue to provide Disconnection Limits and Downgrade Limits applicable to Customer in respect of each calendar month during the Term;

(iii) if Customer was part of a Rebate Group prior to opting out, then:

(A) from the first day of the calendar month in which Customer opts out, Customer will no longer be considered part of the Rebate Group, and Related Eligible Customers will no longer be Customer's Rebate Group Members; and

(B) **nbn** may provide updated Disconnection Limits or Downgrade Limits applicable to Customer only (and not to the Rebate Group), which will apply from the first day of the calendar month in which Customer opts out and for the duration of the Term;

(iv) Customer will continue to be liable to repay any Excess Rebate Amounts and Recoverable Amounts calculated under section 31.2 in respect of any calendar month during the Term; and

(v) Customer will be deemed to have opted out of the Forward 2.0 Rebate under section 30.8(c).

(d) If a Rebate Group Member of Customer opts out of receiving Fast 2.0 Rebates in accordance with section 31.4(c) (**Departing Member**), then:

(i) from the first day of the calendar month in which the Departing Member opts out, the Departing Member will no longer be considered part of Customer's Rebate Group and any references to a "Rebate Group Member" in section 31 (except this section 31.4(d)) will be read as no longer including the Departing Member; and

(ii) **nbn** may provide updated Disconnection or Downgrade Limits for Customer and the remaining Rebate Group Members, which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Term.

### Term

- (e) Without limiting sections 31.4(f) and 31.4(g), **nbn** may withdraw, suspend or amend this Fast 2.0 Rebate on 30 days' notice to Customer.
- (f) **nbn** may extend the Campaign Period and Term for this Fast 2.0 Rebate on 10 Business Days' prior notice to Customer.
- (g) **nbn** may withdraw, suspend or amend this Fast 2.0 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 31.5 Process to Claim

- (a) **nbn** will automatically pay this Fast 2.0 Rebate to Customer's nominated account, or to the nominated account of any Rebate Group Member, by electronic funds transfer.
- (b) **nbn** may offset any liability of Customer for Excess Rebate Amounts or Recoverable Amounts under the Forward Rebate, the Fast Anytime 100 Rebate, the Forward 2.0 Rebate or this Fast 2.0 Rebate against any amount payable by **nbn** under section 31.5(a).
- (c) If the whole or any portion of any Recoverable Amount or Excess Rebate Amount is not recovered by a reduction in a Fast 2.0 Rebate payment under section 31.5(b), **nbn** may include the unrecovered amount in an invoice.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.

### 31.6 Interpretation

- (a) Where this section 31 refers to the Agreement, or the Discounts, Credits and Rebates List, in respect of a Rebate Group Member, such references are deemed to be references to the Other Wholesale Broadband Agreement, or the Discounts, Credits and Rebates List issued under the Other Wholesale Broadband Agreement, to which that Rebate Group Member is a party.

*The details and conditions in section 32 apply in respect of the Professional Splitter Modify Order Discount described in section 3.*

## 32. Professional Splitter Modify Order Discount

### 32.1 Details

**nbn** will apply a discount in respect of the following Charges associated with Professional Splitter Installations (FTTB and FTTN) to the extent set out in item 26 of section 3:

- any Labour Rate and Materials Charges for a Professional Splitter Installation (FTTB and FTTN) not at time of Standard Installation, will be discounted such that the Charge is \$100.

**Note:** *The effect of the Professional Splitter Modify Order Discount, together with the 'Professional Splitter Installation Charges Waiver – FTTB/FTTN' during the period in which both items are in effect in accordance with section 3, is that the total Charge for a 'Professional Splitter Installation not at time of a Standard Installation' will be discounted to \$100.*

### 32.2 Application

- (a) **nbn** may extend the availability period of this Professional Splitter Modify Order Discount on 10 Business Days' notice to Customer.

### 32.3 Process to Claim

**nbn** will provide Customer the Professional Splitter Modify Order Discount by omitting or listing as not payable the specified waived Charge in Customer's invoices.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this item.*

The details and conditions in section 33 apply in respect of the 1G EX and 10G ER NNI Bearer Discount described in section 3.

### 33. 1G EX and 10G ER NNI Bearer Discount

#### 33.1 Details

(a) Subject to the terms of this section 33, for the period that this Discount remains effective, **nbn** will supply the following NNI Bearer profiles in accordance with the discounted Charges below:

(i) NNI Bearer recurring Charges:

NNI Bearer profile	Discounted Charge per Billing Period
1000BaseEX	\$250.00
10GBaseER	\$500.00

(ii) NNI Bearer non-recurring Charges:

NNI Bearer profile	Activity	Discounted Charge per Activation
1000BaseEX	Activation	\$2,000.00
10GBaseER	Activation	\$6,000.00

(b) **nbn** may extend the availability period of this 1G EX and 10G ER NNI Bearer Discount on 10 Business Days' notice to Customer.

#### 33.2 Interaction with other Discounts, Credits and Rebates

(a) This 1G EX and 10G ER NNI Bearer Discount will not apply in respect of NNI Bearers that qualify for the NNI Bearer Recurring Charge Credit in section 7.

#### 33.3 Process to Claim

**nbn** will automatically apply this 1G EX and 10G ER NNI Bearer Discount.

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**Note:** *Customer does not need to submit any Credit/Rebate Form in respect of this Discount.*



*The details and conditions in section 34 apply in respect of the Entry Level Bundles Partial Waiver described in section 3.*

## 34. Entry Level Bundles Partial Waiver

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

*The details and conditions in section 35 apply in respect of the NNI Diversity Upgrade Rebate described in section 3.*

## 35. NNI Diversity Upgrade Rebate

### 35.1 Details

- (a) **nbn** will provide the NNI Diversity Upgrade Rebate to Customer if:
- (i) Customer has an existing 10G NNI Group configured with a single chassis redundancy mode (**Single Chassis NNI**);
  - (ii) Customer has ordered a new 10G NNI Group that:
    - (A) is configured with a diverse chassis redundancy mode;
    - (B) has at least one NNI Bearer profile that matches an NNI Bearer profile in the Single Chassis NNI; and
    - (C) is located at the same Point of Interconnect as the Single Chassis NNI, (**Diverse Chassis NNI**);
  - (iii) AVCs and CVCs from the Single Chassis NNI have been migrated to the Diverse Chassis NNI;
  - (iv) the Single Chassis NNI, and any associated cross-connect, has been disconnected, and that disconnection has taken place within 3 months of the Diverse Chassis NNI being Activated;
  - (v) all Charges in connection with the Single Chassis NNI have been fully paid for by Customer; and
  - (vi) Customer has submitted a claim in accordance with clause 35.2.
- (b) The NNI Diversity Upgrade Rebate available to be claimed by Customer pursuant to this clause 35 is equal to:
- (i) in respect of an NNI Bearer profile of 10GBaseLR being upgraded from a Single Chassis NNI to a Diverse Chassis NNI, one Charge for a "NNI 10GBaseLR Activation" applied to Customer's invoice following the Activation of the Diverse Chassis NNI; and
  - (ii) in respect of an NNI Bearer profile of 10GBaseER being upgraded from a Single Chassis NNI to a Diverse Chassis NNI, one Charge for a "NNI 10GBaseER Activation" applied to Customer's invoice following the Activation of the Diverse Chassis NNI.
- (c) For the avoidance of doubt:

- (i) Customer must continue to pay any recurring Charges in relation to the Single Chassis NNI until such time as the Single Chassis NNI is disconnected; and
- (ii) when an NNI Bearer (the **Original Bearer**) is upgraded from a Single Chassis NNI to a Diverse Chassis NNI, an NNI Diversity Upgrade Rebate can only be claimed:
  - (A) in respect of one of the two NNI Bearers (working chassis or protect chassis) that are being upgraded to (the **New Bearers**);
  - (B) if the Original Bearer matches at least one of the New Bearers; and
  - (C) in respect of the matching New Bearer.

**Example 1:** Customer has an existing 10G NNI Group with a single chassis redundancy mode with an NNI Bearer profile of 10GBaseER. Customer subsequently orders:

- in 'Example 1A', a new NNI Group with a diverse chassis redundancy mode consisting of two new 10GBaseER NNI Bearers. Subject to compliance with the above terms, Customer is entitled to receive one rebate for the activation charge associated with the new 10GBaseER NNI Bearer.

<b>Existing NNI Bearer Group (Single Chassis Mode)</b>	→	<b>Example 1A (Diverse Chassis Mode)</b>	
<b>Working chassis</b>		<b>Working chassis</b>	<b>Protect chassis</b>
10GBaseER		10GBaseER <i>(Rebate available)</i>	10GBaseER <i>(No rebate available)</i>

- in 'Example 1B', a new NNI Group with a diverse chassis redundancy mode consisting of two new 10GBaseLR NNI Bearers. In this example, no rebate would be available.

<b>Existing NNI Bearer Group (Single Chassis Mode)</b>	→	<b>Example 1B (Diverse Chassis Mode)</b>	
<b>Working chassis</b>		<b>Working chassis</b>	<b>Protect chassis</b>
10GBaseER		10GBaseLR <i>(No rebate available)</i>	10GBaseLR <i>(No rebate available)</i>

## 35.2 Process to claim

- (a) In order to claim the NNI Diversity Upgrade Rebate, Customer's Authorised Contact must complete a Credit/Rebate Claim Form for the NNI Diversity Upgrade Rebate and send it to the **nbn**<sup>TM</sup> Billing Contact, using the email address specified in the Contact Matrix.
- (b) To be eligible, a Credit/Rebate Claim Form for the NNI Diversity Upgrade Rebate must:
  - (i) be sent to nbn within 6 months following the date the Diverse Chassis NNI referred to in clause 35.1(a)(ii) is Activated; and
  - (ii) include the following details:
    - (A) the Product Instance ID and Service ID of the Single Chassis NNI;
    - (B) the Product Instance IDs and Service IDs of the Diverse Chassis NNI; and
    - (C) the Point of Interconnect ID.

The details and conditions *in section 36 apply in respect of the **nbn** Professional Installation – HFC Charge (Self-Install Available) Full Waiver described in section 3.*

## 36. **nbn** Professional Installation – HFC Charge (Self-Install Available) Full Waiver

### 36.1 Details

- (a) This section applies to a Connect Order where the following order types are available to be selected in respect of a Premises:
- (i) Customer Professional Installation – HFC;
  - (ii) End User Installation – HFC (Customer Dispatched); and/or
  - (iii) End User Installation – HFC (**nbn** Dispatched).
- (b) **nbn** waives the Charge associated with a Connect Order where:
- (i) an **nbn** Professional Installation – HFC is selected until the later of:
    - (A) 31 August 2020; or
    - (B) a later date notified by **nbn**; or
  - (ii) the Connect Order results in a Failed Customer Activation - HFC

### 36.2 Changes to this waiver

Without limiting clause 36.1(b) **nbn** may amend, suspend or withdraw this waiver on 3 months' notice.

### 36.3 Process to Claim

**nbn** will provide Customer the **nbn** Professional Installation – HFC Charge (Self-Install Available) Full Waiver by omitting or listing as not payable the **nbn** Professional Installation – HFC Charge in Customer's invoices.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.

## 36.4 Definitions

The following definitions apply to this section 36:

- (1) **Failed Customer Activation - HFC** means the Activation of an **nbn**<sup>™</sup> Ethernet (HFC) Ordered Product as a result of an **nbn** Professional Installation - HFC following a failed Customer Managed Installation - HFC.

*The details and conditions in section 37 apply in respect of the **nbn** Professional Installation – HFC Charge (Self-Install Not Available) Waiver described in section 3.*

## 37. **nbn** Professional Installation – HFC Charge (Self-Install Not Available) Full Waiver

### 37.1 Details

This section applies to a Connect Order where the only available order type at a Premises is **nbn** Professional Installation – HFC.

(a) **nbn** waives the Charge associated with a Connect Order where an **nbn** Professional Installation – HFC is selected.

### 37.2 Changes to this waiver

**nbn** may amend, suspend or withdraw this waiver on 3 months' notice.

### 37.3 Process to Claim

**nbn** will provide Customer the **nbn** Professional Installation – HFC Charge (Self-Install Not Available) Full Waiver by omitting or listing as not payable the **nbn** Professional Installation – HFC Charge in Customer's invoices.

***Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.*

The details and conditions in section 38 apply in respect of the **nbn** Professional Installation – HFC Charge Partial Waiver described in section 3.

## 38. **nbn** Professional Installation – HFC Charge Partial Waiver

### 38.1 Details

If an **nbn** Professional Installation – HFC Charge is payable by Customer, **nbn** waives, to the extent set out in item 35 of section 3, any Charges associated with an **nbn** Professional Installation – HFC incurred by Customer to the extent that they exceed the minimum charge of \$150.

### 38.2 Process to Claim

**nbn** will provide Customer this **nbn** Professional Installation – HFC Charge Partial Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – HFC Charge in Customer's invoices.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.

The details and conditions in section 39 apply in respect of the Customer Managed Installation – HFC Rebate described in section 3.

## 39. Customer Managed Installation – HFC Rebate

### 39.1 Customer Managed Installation – HFC Rebate – details

- (a) **nbn** will provide the following Rebate of certain costs associated with a Customer Managed Installation – HFC:
- (i) The Customer Managed Installation – HFC Rebate amount will be \$26.00 (excluding GST).
  - (ii) The Customer Managed Installation – HFC Rebate will apply in the following circumstances:
    - (A) upon a Successful Customer Activation – HFC; and
    - (B) upon a Failed Customer Activation – HFC.

### 39.2 Process to Claim

**nbn** will apply the Customer Managed Installation – HFC Rebate during the relevant calendar month in accordance this section 39 and the billing processes set out in the WBA.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this rebate.

### 39.3 Applicable orders

The Customer Managed Installation – HFC Rebate applies to orders for **nbn**<sup>TM</sup> Ethernet (HFC) where the Customer selects a Customer Managed Installation – HFC.

### 39.4 Definitions

The following definitions apply to this section 39:

- (a) **Failed Customer Activation – HFC** means the Activation of an **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Product as a result of an **nbn** Professional Installation – HFC following a failed Customer Managed Installation – HFC.
- (b) **Successful Customer Activation – HFC** means the Completion of an order for **nbn**<sup>TM</sup> Ethernet (HFC) as a result of a Customer Managed Installation – HFC.

The details and conditions in section 40 apply in respect of the Enterprise Ethernet Term Discount described in section 3.

## 40. Enterprise Ethernet Term Discount

### 40.1 Enterprise Ethernet Term Discount details

- (a) Subject to the terms of this section 40, a discounted Charge will apply for each Standard Installation, OVC, UNI and Route Aggregation for each **nbn**<sup>TM</sup> Enterprise Ethernet Ordered Product that has:
- (i) an Order Acknowledged on or after the EE Price Transition Date; and
  - (ii) a specified Minimum Term.
- (b) The discounted Charge applied under section 40.1(a) will be the applicable Charge in the Price List for **nbn**<sup>TM</sup> Enterprise Ethernet on the date of the relevant Order Acknowledgement less the corresponding Discount in the following table on the date of the relevant Order Acknowledgement:

Specified Minimum Term	Charge in the Price List for <b>nbn</b> <sup>TM</sup> Enterprise Ethernet	Discount
24 Months	Standard Installation Charge	75%
	Recurring Charge for the OVC Product Component	10%
	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
36 Months	Standard Installation Charge	100%
	Recurring Charge for the OVC Product Component	15%
	Recurring Charge for the UNI Product Component	15%
	Recurring Charge for the Route Aggregation Product Feature	15%

## 40.2 Special Conditions

### Duration of each Enterprise Ethernet Term Discount

- (a) Each discounted Charge that applies to an **nbn**<sup>™</sup> Enterprise Ethernet Ordered Product under section 40.1 will continue to apply to that **nbn**<sup>™</sup> Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn**<sup>™</sup> Enterprise Ethernet Ordered Product without modification until the date on which **nbn** withdraws or amends the **nbn**<sup>™</sup> Enterprise Ethernet Price List or the applicable discount in section 40.1(b).

### Amendments, suspensions and withdrawals

- (b) **nbn** may amend this Enterprise Ethernet Term Discount by prior notice to Customer if that amendment:
- (i) relates to the introduction of a new Minimum Term option;
  - (ii) relates to an increase in the percentage of any existing discount or the introduction of any new discount as part of the Enterprise Ethernet Term Discount; or
  - (iii) is otherwise Customer-favourable.
- (c) Subject to section 40.2(d), **nbn** may suspend or withdraw this Enterprise Ethernet Term Discount or otherwise amend the terms of this Enterprise Ethernet Term Discount by giving not less than 6 months' notice to Customer.
- (d) **nbn** will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet Term Discount under section 40.2(c) will not adversely affect the effective discounted Charge that applies during the Minimum Term of an **nbn**<sup>™</sup> Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

## 40.3 Process to Claim

**nbn** will automatically apply any applicable Enterprise Ethernet Term Discount.

*Note: Customer does not need to submit any Credit/Rebate Form in respect of this Discount.*

## 41. 1G+ Enterprise Ethernet Discount

### 41.1 Discounts and waiver

(a) Subject to the terms of this section 41, **nbn** will apply an effective Charge for High Bandwidth and Associated UNIs as follows:

(i) an effective recurring Charge for High Bandwidth as follows:

High Bandwidth acquired (in symmetrical Gbps)	Charge
2	\$988.00
3	\$1,162.80
4	\$1,307.20

(ii) an effective recurring Charge for Associated UNIs:

Charge
\$0

(b) For the purposes of this section 41:

(i) **High Bandwidth** means the acquisition by Customer of aggregate OVC CoS-H bandwidth profiles equal to 2 Gbps, 3 Gbps or 4 Gbps in multiple High Bandwidth OVCs supplied at the same time, to the same point in the same Premises, for the same End User;

(ii) **High Bandwidth OVC** means a 1000 Mbps CoS-H bandwidth profile OVC; and

(iii) **Associated UNI** means:

(A) the UNI associated with the second of a group of High Bandwidth OVCs; and

(B) to the extent relevant, the UNI associated with the third and fourth of a group of High Bandwidth OVCs.

(c) Subject to section 41.2(b), the effective recurring Charge for High Bandwidth will be applied as discounts to the recurring Charges for each High Bandwidth OVC.

**Note:** Each component 1000 Mbps bandwidth profile operates at less than 1000 Mbps because of normal equipment and network overheads. For further detail, see the [nbn™ Enterprise Ethernet Product Description](#) and [nbn™ Enterprise Ethernet Product Technical Specification](#).

## 41.2 Eligibility

- (a) **nbn** will only apply a discount or waiver under section 41.1 if **nbn** and Customer have entered into a Wholesale Broadband Agreement (or a variation to a Wholesale Broadband Agreement) that specifies recurring Charges for OVCs and UNIs in the [nbn™ Enterprise Ethernet Price List](#) which are not subject to determination by Price Confirmations.
- (b) High Bandwidth may include a maximum of one High Bandwidth OVC with an Order Acknowledgement date before the EE Price Transition Date, in which case the effective recurring Charge for High Bandwidth will be applied as follows:
  - (i) the recurring Charge that is set out in the Price Confirmation for the High Bandwidth OVC with an Order Acknowledgement before the EE Price Transition Date will apply to that High Bandwidth OVC; and
  - (ii) the effective recurring Charge will be applied as discounts to the recurring Charges for the remaining High Bandwidth OVCs.
- (c) If Customer acquires five or more High Bandwidth OVCs (and Associated UNIs) at the same time, to the same point in the same Premises, for the same End User, **nbn** will:
  - (i) apply the effective Charges under section 41.1 in respect of the first four High Bandwidth OVCs and Associated UNIs; and
  - (ii) not apply the effective Charges under section 41.1 in respect of the fifth and subsequent High Bandwidth OVCs and Associated UNIs.
- (d) If an OVC or UNI ceases to qualify as a High Bandwidth OVC or Associated UNI (respectively) during a Billing Period, **nbn** will only apply the relevant effective Charges under section 41.1(a) on a pro-rata daily basis in that Billing Period for the portion of the Billing Period during which the OVC or UNI was an High Bandwidth OVC or Associated UNI (as applicable).

## 41.3 Interaction with other Discounts, Credits and Rebates

- (a) If an Enterprise Ethernet Term Discount applies to a High Bandwidth OVC, the Enterprise Ethernet Term Discount will be applied after the application of this 1G+ Enterprise Ethernet Discount.

## 41.4 Extensions, withdrawals and variations

- (a) Without limiting sections 41.4(b) to 41.4(c), **nbn** may withdraw, suspend or amend this 1G+ Enterprise Ethernet Discount:
  - (i) on 12 months' notice to Customer if **nbn** has notified that it will make available High Bandwidth that is:
    - (A) supplied through one or more OVC CoS-H bandwidth profiles higher than 1000 Mbps;

- (B) subject to effective recurring charges which are equivalent or lower than the effective recurring Charges set out in section 41.4(a)(i) for equivalent amounts of High Bandwidth; and
  - (C) introduced on or before the effective date of that withdrawal, suspension or amendment; or
- (ii) by prior notice to:
- (A) introduce a new High Bandwidth speed tier in section 41.1(a)(i);
  - (B) reduce an effective Charge in section 41.1(a)(i); or
  - (C) make any other Customer-favourable amendment.
- (b) **nbn** may extend the availability period of this 1G+ Enterprise Ethernet Discount on 10 Business Days' prior notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this 1G+ Enterprise Ethernet Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 41.5 Process to Claim

- (a) **nbn** will automatically apply any applicable discount or waiver under this section 41.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this 1G+ Enterprise Ethernet Discount.

*The details and conditions in section 42 apply in respect of the Service Transfer Discount as described in section 3.*

## 42. Service Transfer Discount

### 42.1 Details

- (a) In accordance with item 39 of section 3, a **nbn** will provide a Discount to the Charge for each Service Transfer between **nbn**<sup>TM</sup> Ethernet Ordered Products such that the effective Charge is \$5.
- (b) **nbn** may extend the availability period of this Service Transfer Discount on 10 Business Days' notice to Customer.

### 42.2 Process to Claim

**nbn** will automatically apply this Service Transfer Discount.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this discount.*

*The details and conditions in section 43 apply in respect of the Transfer Reversal Discount as described in section 3.*

## 43. Transfer Reversal Discount

### 43.1 Details

- (a) In accordance with item 40 of section 3, **nbn** will provide a Discount to the Charge for each Transfer Reversal between **nbn**<sup>TM</sup> Ethernet Ordered Products such that the effective Charge is \$5.
- (b) **nbn** may extend the availability period of this Transfer Reversal Discount on 10 Business Days' notice to Customer.

### 43.2 Process to Claim

**nbn** will automatically apply this Transfer Reversal Discount.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this discount.*

*The details and conditions in section 44 apply in respect of the B25 Waiver as described in section 3.*

## 44. B25 Waiver

*No longer available, and replaced by TC-4 Bundles Discount in section 50.*

The details and conditions in section 45 apply in respect of the Hot 100 AVC Credit described in section 3.

## 45. Hot 100 AVC Credit

### 45.1 Credit

Subject to the terms of this section 45, for each Hot 100 Order submitted by Customer, **nbn** will give Customer a Credit of \$7 for each Billing Period during the Hot 100 Promotion Period in which Customer continues to acquire the Ordered Product which is the subject of the Hot 100 Order.

### 45.2 Eligibility

(a) For the purposes of this section 45:

- (i) **Hot 100 Promotion Period** means the period between 1 January 2020 and 31 July 2020;
- (ii) **Hot 100 Order** means a Connect Order, Upgrade Order or Service Transfer Order for the supply of a Hot 100 Ordered Product that is submitted by Customer and Completed by **nbn** during the Hot 100 Promotion Period.
- (iii) **Hot 100 Ordered Product** means an Ordered Product that includes a Bundled AVC or Business Bundled AVC with any of the following bandwidth profiles:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
25–100	5–40
100	40

- (iv) **Bundled AVC** has the meaning given to that term in section 50.1(b)(i);
- (v) **Business Bundled AVC** means a Business Bundled AVC TC-4 that is eligible for any of the discounted charges in section 27.1(a) or 27.1(c); and
- (vi) **Upgrade Order** means a Modify Order for the supply of a higher bandwidth profile than was previously being supplied.

**Note:** Business Bundled AVC TC-4 Product Components under the TC-4 Business Bundles Discount in section 27 may be associated with either Basic CVCs or Bundled CVCs. This Hot 100 AVC Credit only applies in respect of TC-4 Business Bundles Discount associated with Bundled CVCs.

(b) To be eligible for Credits under section 45.1, Customer must enter into and comply with the terms for the “Hot 100” Marketing Development Fund program offered by **nbn**.

### 45.3 Conditions

**nbn** may cease giving Customer Credits under section 45.1 in the following circumstances:

- (a) Credits in respect of a specific Ordered Product if Customer modifies the Ordered Product such that it is no longer a Hot 100 Ordered Product; and
- (b) Credits in respect of all Ordered Products in respect of any period in which Customer does not comply with the terms for the “Hot 100” Marketing Development Fund program offered by **nbn**.

### 45.4 Pro-ration

If an Ordered Product ceases to be a Hot 100 Ordered Product during a Billing Period, **nbn** will only apply the Credit under section 45.1 on a pro-rata daily basis in that Billing Period for the portion of the Billing Period during which the Ordered Product was a Hot 100 Ordered Product.

### 45.5 Extensions, withdrawals and variations

- (a) Without limiting sections 45.5(b) and 45.5(c) **nbn** may withdraw, suspend or amend this Hot 100 AVC Credit on 30 days’ notice to Customer.
- (b) **nbn** may extend the Hot 100 Promotion Period on 10 Business Days’ notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this Hot 100 AVC Credit immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 45.6 Process to Claim

**nbn** will automatically apply this Hot 100 AVC Credit.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

The details and conditions in section 46 apply in respect of the Hot 100 Overage Waiver described in section 3.

## 46. Hot 100 Overage Waiver

### 46.1 Partial Waiver

Subject to the terms of this section 46, **nbn** waives its right during the Hot 100 Promotion Period to impose Overage Charges in respect of an additional 0.75 Mbps of CVC TC-4 capacity per Hot 100 Ordered Product.

**Note:** Hot 100 Ordered Products currently have a CVC TC-4 inclusion of 3 Mbps under the High Bandwidth Bundle Discount, the TC-4 Business Bundle Discount, and the Notice of Waiver – **nbn**<sup>TM</sup> High Bandwidth Bundles and TC-4 Business Bundles Discounts. The effect of this Waiver is that Customer may order up to 3.75 Mbps of CVC TC-4 capacity per Hot 100 Ordered Product without incurring additional Overage Charges.

### 46.2 Eligibility

For the purpose of this section 46:

- (a) **Hot 100 Promotion Period** has the meaning given to that term in section 45.2(a)(i) of the Hot 100 AVC Credit;
- (b) **Hot 100 Ordered Product** has the meaning given to that term in section 45.2(a)(iii) of the Hot 100 AVC Credit; and
- (c) **Overage Charges** means Charges calculated in accordance with section 22.3(b) to 22.3(d) or any replacement to those sections introduced into the Discount, Credits and Rebates List.

**Note:** Overage Charges are calculated in common for all TC-4 Bundle Components acquired by Customer, including High Bandwidth Bundles and TC-4 Business Bundles. Where Customer is acquiring all types of Bundle Components supplied by **nbn** at the introduction of this Hot 100 Overage Waiver, the common methodology is set out in section 22.3(b) to 22.3(d). This methodology is consistent with the methodology set out in other sections where Customer acquires only a subset of Bundle Components offered by **nbn** (e.g. as set out in section 20.1(d) if Customer only acquires High Bandwidth Bundles).

### 46.3 No overlap

If **nbn** introduces a CVC inclusion of 3.75 Mbps or more for any Hot 100 Bundle Ordered Product, the Waiver in section 46.1 will not apply in respect of such a Hot 100 Bundle Ordered Product.

**Note:** On 1 May 2020, **nbn** introduced a CVC inclusion of 3.75 Mbps for Hot 100 Bundle Ordered Products in the TC-4 Bundles Discount. See section 50 of this Discounts, Credits, Rebates List.

#### 46.4 Extensions, withdrawals and variations

- (a) Without limiting sections 46.4(b) and 46.4(c) **nbn** may withdraw, suspend or amend this Hot 100 Overage Waiver on 30 days' notice to Customer.
- (b) **nbn** may extend the Hot 100 Promotion Period on 10 Business Days' notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this Hot Overage 100 Waiver immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 46.5 Process to Claim

**nbn** will automatically apply this Hot 100 Overage Waiver.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 47 apply in respect of the First Timers Discount described in section 3.

## 47. First Timers Discount

### 47.1 First Timers Discount details

- (a) Subject to the terms of this section 47, **nbn** will provide a Discount to Customer for each First Connected AVC that **nbn** supplies to Customer for the first 12 Billing Periods ending after **nbn** Completes the corresponding First Connect Order (**Discount Period**).
- (b) The amount of the Discount that **nbn** will provide under section 47.1(a) in each relevant Billing Period will be equal to 50% of the effective recurring Charge for the First Connected AVC and associated CVC inclusion in that Billing Period (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply in respect of that Billing Period).

### 47.2 Definitions

For the purposes of this section 47:

- (a) **First Connected AVC** means any AVC TC-4 Product Component which:
  - (i) is supplied as the result of a First Connect Order;
  - (ii) is associated with a Bundled CVC under the terms of a Discount, Credit or Rebate in this Discounts, Credits and Rebates List;
  - (iii) is not supplied under the TC-4 Business Bundles Discount;
  - (iv) is not supplied as part of an Ordered Product that also includes any AVC TC-2 Product Component; and
  - (v) does not have any of the following bandwidth profiles:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
250	100
500	200
1000	400

- (b) **First Connect Order** means a Connect Order that is:
  - (i) Acknowledged during the Term;
  - (ii) in respect of a Premises for which:
    - (A) 700 or more calendar days has elapsed since the RTC Date; and
    - (B) no Ordered Product has ever been supplied by **nbn** to Customer or any Other Customer before that Connect Order is Completed; and
  - (iii) Completed by **nbn** within 90 calendar days of Acknowledgement.
- (c) **Bundle CVC** means a CVC TC-4 Product Component that Customer has designated as a “Bundled CVC” during an ordering process for that CVC TC-4 Product Component;
- (d) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (e) **Term** means the duration of the First Timers Discount as set out in section 3 as amended from time to time in accordance with the terms of this section 47; and
- (f) **Discount Period** has the meaning given to that term in section 47.1(a).

### 47.3 Pro-ration

- (a) If a First Connect Order is Completed partway during a Billing Period, the Discount provided under section 47.1 for that Billing Period will be applied on a pro rata daily basis.
- (b) If Customer modifies a First Connected AVC during the Discount Period, the following consequences will apply:

Status of First Connected AVC after Modify Order is Completed	Consequence for any applicable Discount under section 47.1
Remains a First Connected AVC but with a different bandwidth profile	The Discount will be calculated <u>separately</u> , on a pro rata daily basis, having regard to the effective recurring Charge for the First Connected AVC and associated CVC inclusion <u>in each part</u> of that Billing Period (after taking into account any other relevant Discounts, Credits,

	Rebates or Waivers that apply in respect of that Billing Period)
Ceases to be a First Connected AVC because it begins to be supplied under the TC-4 Business Bundle Discount	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period or in any future Billing Period.
Ceases to be a First Connected AVC for any other reason (e.g. because it has a bandwidth profile that is ineligible for the First Timers Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period
Becomes a First Connected AVC after an intervening period in which it was not a First Connected AVC for a reason other than being supplied under the TC-4 Business Bundle Discount in that intervening period (e.g. because it had a bandwidth profile that is ineligible for the First Timers Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>after</u> the Modify Order is Completed. No Discount will apply in respect of the part of that Billing Period before that.

- (c) For clarity, the Discount Period will not be extended to account for any period in which a First Connected AVC ceases to be a First Connected AVC, regardless of whether it subsequently becomes a First Connected AVC again.

#### 47.4 Ordered Products to which this Discount relates

- (a) The First Timers Discount only applies to First Connected AVCs (and associated CVC inclusions) of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC).
- (b) For clarity, the First Timers Discount does not apply to any AVC TC-4 Product Components, or CVC TC-4 capacity, supplied in connection with **nbn**<sup>TM</sup> Ethernet (Wireless) or **nbn**<sup>TM</sup> Ethernet (Satellite).

#### 47.5 CVC Utilisation Conditions

**nbn** will not provide Customer a Discount under section 47.1 in respect of a First Connected AVC for any Billing Period if, for that Billing Period, under the terms of any applicable Discount, Credit or Rebate, First Connected AVC is to be invoiced at the recurring Charges for that Product Component in the [nbn<sup>TM</sup> Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

#### 47.6 Extensions, withdrawals and variations

- (a) Without limiting sections 47.6(b) and 47.6(c), **nbn** may withdraw, suspend or amend this First Timers Discount on 30 days' notice.
- (b) **nbn** may extend the First Timers Discount on 10 Business Days' notice to Customer.

- (c) **nbn** may withdraw, suspend or amend this First Timers Discount immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 47.7 Process to Claim

**nbn** will automatically apply this First Timers Discount.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

The details and conditions in section 48 apply in respect of the MDU Momentum Rebate in section 3.

## 48. MDU Momentum Rebate

### 48.1 MDU Momentum Rebate details

(a) Subject to the terms of this section 48, **nbn** will provide Rebates to Customer for each MDU Connect Order as follows:

Incentive Period of relevant Premises	Rebate in first Billing Period	Rebate in second Billing Period	Rebate in third Billing Period
Early Incentive Period	✓	✓	✗
Late Incentive Period	✓	✓	✓

- (b) Subject to 48.1(c), the amount of the Rebate that **nbn** will provide under section 48.1(a) in each Billing Period will be equal to the effective recurring Charge for the Eligible Bundle AVC and CVC inclusion in that Billing Period (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply in respect of that Billing Period).
- (c) If an Eligible Bundle AVC is associated with a “Breaching CVC” under the TC-4 Bundles Discount, the amount of Rebate that **nbn** will provide under sections 48.1(a) and 48.1(b) will be the relevant discounted charge in respect of that Eligible Bundle AVC under section 50.1(a), less any other applicable Discounts, Credits, Rebates and Waivers.
- (d) The Billing Periods in the table in section 48.1(a) refer to the first, second and third Billing Periods (respectively) after the MDU Connect Order is Completed by **nbn**.

### 48.2 Definitions

For the purposes of this section 48:

- (a) **MDU Connect Order** means Connect Order submitted by Customer for an Eligible Bundle AVC, which Connect Order is:
- (i) in respect of an MDU Premises;
  - (ii) Acknowledged during the Campaign Period;
  - (iii) Acknowledged within the Early Incentive Period or Late Incentive Period for the relevant Premises;

- (iv) Completed within 90 days after the date of Acknowledgement; and
- (v) Completed after Customer has reached the Baseline Number applicable to that Connect Order (as determined under section 48.3).

**Note:** For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not eligible for an MDU Momentum Rebate.

- (b) **Eligible Bundle AVC** means any AVC TC-4 Product Component associated with a Bundled CVC under the terms of a Discount, Credit or Rebate in this Discounts, Credits and Rebates List except for any AVC TC-4 Product Component:
  - (i) supplied under the TC-4 Business Bundles Discount;
  - (ii) supplied as part of an Ordered Product that also includes any AVC TC-2 Product Component; or
  - (iii) with one of the following ineligible bandwidth profiles:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
250	100
500	200
1000	400

- (c) **Bundle CVC** means a CVC TC-4 Product Component that Customer has designated as a “Bundled CVC” during an ordering process for that CVC TC-4 Product Component.
- (d) **MDU Premises** means a Premises which **nbn** has determined, and informed to Customer, is a Premises located in a site with a main distribution frame that serves that Premises and two or more other premises located in the same site.
- (e) **Campaign Period** means the period from 1 January 2020 to 30 June 2020.
- (f) **Early Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive).
- (g) **Late Incentive Period** means, in respect of a Premises, the period between 181 and 699 calendar days after the RTC Date (inclusive).
- (h) **Incentive Period** means the Early Incentive Period or Late Incentive Period (as the context requires).
- (i) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest).

- (j) **Baseline Number** has the meaning given to that term in section 48.3.

### 48.3 Baseline Numbers

- (a) Before the start of the Campaign Period, **nbn** will notify Customer of a separate “baseline number” in respect of each Incentive Period for each month within the Campaign Period (each a **Baseline Number**).
- (b) For the purposes of this section 48, Customer will have reached the Baseline Number applicable to an MDU Connect Order if **nbn** Completes a number of MDU Connect Orders equivalent to the Baseline Number that:
- (i) are submitted by Customer;
  - (ii) are Acknowledged in the same month as the relevant MDU Connect Order; and
  - (iii) have the same applicable Incentive Period as the relevant MDU Connect Order.

#### Example

In December 2019, **nbn** notifies Customer of the Baseline Numbers for Customer for each of the months of January, February and March 2020. The Baseline Numbers for January 2020 are as follows:

- Early Incentive Period: 1000; and
- Late Incentive Period: 700.

**nbn** Completes the following MDU Connect Orders for Customer in January 2020 which were also Acknowledged in January 2020:

- 1300 MDU Connect Orders that were Acknowledged during the Early Incentive Period; and
- 1100 MDU Connect Orders that were Acknowledged during the Late Incentive Period.

Customer will be entitled to rebates for the following MDU Connect Orders Completed by **nbn**:

- of the Connect Orders that were Acknowledged in January 2020 during their Early Incentive Period, the last 300 Connect Orders Completed; and
- of the Connect Orders that were Acknowledged in January 2020 during their Late Incentive Period, the last 400 Connect Orders Completed.

#### 48.4 Additional eligibility and pro-ration details

- (a) The MDU Momentum Rebate will not apply to:
- (i) any Connect Order Acknowledged in a calendar month if Customer failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#);
  - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
  - (iii) any Premises to the extent to which **nbn** previously supplied an Ordered Product to Customer or any Other Customer before Completing the relevant MDU Connect.
- (b) If Customer modifies an Eligible Bundle AVC such that it ceases to be an Eligible Bundle AVC during a Billing Period in which a Rebate applies under section 48.1, the following consequences will apply:

Status of Eligible Bundle AVC after Modify Order is Completed	Consequence for any applicable Rebate under section 48.1
Remains an Eligible Bundle AVC but with a different bandwidth profile	The Rebate will be calculated <u>separately</u> , on a pro rata daily basis, having regard to the effective recurring Charge for the Eligible Bundle AVC and associated CVC inclusion <u>in each part</u> of that Billing Period (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply in respect of each part of that Billing Period)
Ceases to be an Eligible Bundle AVC because it begins to be supplied under the TC-4 Business Bundles Discount	The Rebate will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Rebate will apply in respect of the remainder of that Billing Period or in any future Billing Period.
Ceases to be an Eligible Bundle AVC for any other reason (e.g. because it has a bandwidth profile that is not eligible for the MDU Momentum Rebate)	The Rebate will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Rebate will apply in respect of the remainder of that Billing Period.
Becomes an Eligible Bundle AVC after an intervening period in which it was not an Eligible Bundle AVC for a reason other than being supplied under the TC-4 Business Bundles Discount in that intervening period (e.g. because it had a bandwidth profile that is not eligible for the MDU Momentum Rebate)	The Rebate will be calculated on a pro rata daily basis for the part of the Billing Period <u>after</u> the Modify Order is Completed. No Rebate will apply in respect of the part of that Billing Period before that.

- (c) For clarity, **nbn** will not provide the Rebates under section 48.1(a) in respect of any Billing Period other than the Billing Periods in section 48.1(a) to account for any period in which a relevant AVC TC-4 Product Component temporarily ceased being an Eligible Bundle AVC.

#### 48.5 Ordered Products to which this Rebate applies

- (a) The MDU Momentum Rebate only applies to MDU Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN) and **nbn**<sup>TM</sup> Ethernet (HFC).
- (b) For clarity, the MDU Momentum Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of **nbn**<sup>TM</sup> Ethernet (Wireless) or **nbn**<sup>TM</sup> Ethernet (Satellite).

#### 48.6 Extension, withdrawals and variations

- (a) Without limiting sections 48.6(b) and 48.6(c) , **nbn** may withdraw, suspend or amend this MDU Momentum Rebate on 30 days' notice to Customer.
- (b) **nbn** may extend the Campaign Period on 10 Business Days' notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this MDU Momentum Rebate immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 48.7 Process to Claim

**nbn** will automatically apply this MDU Momentum Rebate to invoices in respect of the applicable Billing Periods.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

The details and conditions in section 49 apply in respect of the Business First Rebate in section 3.

## 49. Business First Rebate

### 49.1 Business First Rebate details

- (a) Subject to the terms of this section 49, **nbn** will provide a Rebate to Customer, calculated in accordance with the table below, for each Business First Order submitted by Customer for one of the **nbn**<sup>™</sup> Ethernet AVC TC-2 or **nbn**<sup>™</sup> Enterprise Ethernet OVC Product Components listed in the table below if the Business First Order is:
- (i) placed through the **nbn**<sup>™</sup> Service Portal, **nbn**<sup>™</sup> Enterprise Ethernet Service Portal or B2B Access;
  - (ii) Acknowledged during the Campaign Period; and
  - (iii) Completed on or before 31 December 2020.

Bandwidth profile (Symmetrical Mbps) <sup>1</sup>	Rebate for Business First Order for <b>nbn</b> <sup>™</sup> Ethernet AVC TC-2	Rebate for Business First Order for <b>nbn</b> <sup>™</sup> Enterprise Ethernet OVC <sup>2, 3</sup>
5	\$240.00	N/A
10	\$495.00	\$495.00
20	\$690.00	\$690.00
30	\$870.00	\$870.00
40	\$879.00	\$879.00
50	\$885.00	\$885.00
60	\$1022.00	\$1022.00
70	\$1089.00	\$1089.00
80	\$1158.00	\$1158.00
90	\$1206.00	\$1206.00
100	\$1,221.00	\$1,221.00

Part C: Details and conditions

Bandwidth profile (Symmetrical Mbps) <sup>1</sup>	Rebate for Business First Order for <b>nbn</b> <sup>TM</sup> Ethernet AVC TC-2	Rebate for Business First Order for <b>nbn</b> <sup>TM</sup> Enterprise Ethernet OVC <sup>2, 3</sup>
150	N/A	\$1,235.00
200	N/A	\$1248.00
250	N/A	\$1261.00
300	N/A	\$1273.00
350	N/A	\$1308.00
400	N/A	\$1343.00
450	N/A	\$1364.00
500	N/A	\$1386.00
600	N/A	\$1568.00
700	N/A	\$1594.00
800	N/A	\$1619.00
900	N/A	\$1645.00
1000	N/A	\$1788.00

**Notes:**

1. *The bandwidth profile of (and Rebate applicable for) a relevant Product Component will be determined as at the time **nbn** Completes the Business First Order for that Product Component.*
2. *OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Rebate for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service. If a Business First Order is for an OVC with more than one Class of Service, the Rebate that applies will be the Rebate for the highest bandwidth profile of any of the Classes of Service.*
3. *If a Business First Order is for more than one OVC, then the Rebate that applies will be the Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Business First Rebate will not apply to the other Classes of Services and other OVCs which form part of that Business First Order.*

(b) For the purposes of this section 49:

(i) **Business First Order** means either of the following:

- (A) a Connect Order; or
- (B) a Modify Order to add an AVC TC-2 Product Component to an **nbn**<sup>TM</sup> Ethernet Ordered Product.

(ii) **Business Unit** means, in respect of Customer and as identified by Customer in accordance with the processes notified by **nbn**, each business unit, division or department within Customer through which Customer markets, sells and supplies Customer Products, which may include a business unit, division or department specific to:

- (A) wholesale Customer Products;
- (B) retail Customer Products;
- (C) Customer Products for enterprise and government End Users;
- (D) Customer Products for small-medium business End Users; or
- (E) Customer Products for residential End Users.

(iii) **Campaign Period** means the period from 1 February 2020 to 30 September 2020;

(iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by Customer in the form prescribed by **nbn** from time to time and in accordance with section 49.3; and

- (v) **Term** means the duration of this Business First Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Business First Rebate.

#### 49.2 Business First Orders to which this Rebate relates

- (a) The Business First Rebate only applies to a Business First Order Acknowledged in the Campaign Period if:
  - (i) the Business First Order is for an AVC TC-2 Product Component of **nbn**<sup>TM</sup> Ethernet or an OVC Product Component of **nbn**<sup>TM</sup> Enterprise Ethernet, other than a Business First Order described in section 49.2(b);
  - (ii) Customer has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Business First Order relates by at least the 20<sup>th</sup> of the preceding month; and
  - (iii) **nbn** has approved the Sales Activity Plan by at least the 1<sup>st</sup> of the relevant month.

**Note:** Customer only needs to submit one Sales Activity Plan per Business Unit for the Campaign Period. It may be submitted at any time before the Campaign Period or (if it only relates to part of the Campaign Period) up to the 20<sup>th</sup> day of the second-last month of the Campaign Period. A Sales Activity Plan may relate to multiple Business Units.

- (b) The Business First Rebate does not apply to any:
  - (i) Business First Order:
    - (A) for an AVC TC-2 Product Component to be supplied to a Premises at which **nbn** is already supplying at the time the Business First Order is Completed, or has at any time between 1 December 2019 and the expiry of the Campaign Period supplied, any AVC TC-2 Product Component;
    - (B) for an OVC Product Component to be supplied to a Premises at which **nbn** is already supplying at the time the Business First Order is Completed, or has at any time between 1 December 2019 and the expiry of the Campaign Period supplied, any OVC Product Component;
    - (C) if the corresponding Product Component is, within three months of the Business First Order being Completed, subject to:
      - (1) a Disconnect Order; or
      - (2) a Modify Order resulting in a lower bandwidth profile or the removal of a TC-2 traffic class;
    - (D) if the corresponding Product Component:
      - (1) is Acknowledged on or after 1 July 2020; and

- (2) Customer is not liable to pay recurring Charges for that Product Component for at least three Billing Periods between the Business First Order being Completed and three months after the end of the Term, after taking into account any discount, credit, rebate or waiver provided by **nbn** to Customer (including under a “COVID-19 assistance for emergency and essential service organisations and SMBs” letter agreement between Customer and **nbn**); or
  - (E) in respect of an AVC TC-2 Product Component that does not include an identifier in a form requested by **nbn**, where Customer has opted-in for the Business First Rebate on a per-Business Unit basis under section 49.5(a)(ii)(B); or
  - (ii) Service Transfer Order.
- (c) **nbn** will only provide a Business First Rebate under section 49.1 if **nbn** and Customer have entered into a Wholesale Broadband Agreement (or a variation to a Wholesale Broadband Agreement) that specifies recurring Charges for OVCs and UNIs in the [nbn™ Enterprise Ethernet Price List](#) which are not subject to determination by Price Confirmations.

### 49.3 Sales Activity Plan

- (a) **nbn** will approve Customer’s Sales Activity Plan by notice to Customer if **nbn** is satisfied that either the whole amount of any Business First Rebates paid by **nbn** to Customer will be paid by Customer to Customer’s sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**’s objective of incentivising sales of Customer Products and Downstream Products which rely on the **nbn**™ Ethernet and **nbn**™ Enterprise Ethernet Ordered Products to which this Business First Rebate relates.
- (b) Customer must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by Customer, including as required to:
  - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section 49.3(a); and
  - (ii) evidence Customer’s achievement of the sales milestones and compliance with any other commitments specified in the Sales Activity Plan following its approval.
- (c) If Customer fails to:
  - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
  - (ii) comply with any commitments by Customer as specified in an approved Sales Activity Plan;
  - (iii) promptly provide the information and assistance referred to in section 49.3(b)(ii) to **nbn**’s reasonable satisfaction; or
  - (iv) in **nbn**’s reasonable opinion, comply with the objectives of the Business First Rebate,

then **nbn** may do one or more of the following:

- (v) consult with Customer with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring Customer to take certain actions or refrain from taking certain actions);
- (vi) determine not to pay any accrued Business First Rebates to Customer, including any Business First Rebates which Customer would, but for this section 49.3(c), be eligible to receive; and
- (vii) determine that Customer is ineligible to receive any future Business First Rebates.

#### 49.4 Business First Rebate Cap

- (a) **nbn** will only pay Business First Rebates in respect of a maximum of 50 Premises per End User to whom Customer and any Downstream Service Provider supplies Customer Products and Downstream Products.
- (b) If the cap referred to in section 49.4(a) is reached in respect of an End User:
  - (i) Customer must promptly notify **nbn**; and
  - (ii) Customer will not be eligible for, and **nbn** will not pay, any further Business First Rebates for any other Business First Orders placed by Customer in connection with that End User.

#### 49.5 Opt-in, Opt-out and Term

- (a) Customer must comply with the following processes to opt in for the Business First Rebate:
  - (i) If Customer elects to opt in for the Business First Rebate, Customer must opt in for both AVC TC-2 Product Components and OVC Product Components;
  - (ii) Customer must elect, in respect of AVC TC-2 Product Components, whether to opt in for:
    - (A) all Business Units; or
    - (B) only some Business Units, in which case Customer must describe the selected Business Units; and
  - (iii) Customer must otherwise comply with the processes, including minimum notice periods, as notified by **nbn** from time to time.
- (b) Customer may opt out of the Business First Rebates at any time before the end of the Campaign Period by complying with the following processes:

- (i) notifying **nbn** that Customer opts out of the Business First Rebate in respect of:
    - (A) all Business Units for OVC Product Components and all Business Units for AVC TC-2 Product Components; or
    - (B) all Business Units for OVC Product Components and only some Business Units for AVC TC-2 Product Components;
  - (ii) Customer must give notice in writing to **nbn** prior to the first day of the calendar month in which the opt-out will take effect; and
  - (iii) Customer must otherwise comply with the processes notified by **nbn** from time to time.
- (c) If Customer opts out of the Business First Rebate in accordance with section 49.5(b), then:
- (i) **nbn** will not provide any relevant Business First Rebates in respect of any Business First Order Acknowledged on or after the first day of the calendar month after Customer has given notice that Customer has opted out;
  - (ii) Customer will continue to be liable to pay any amounts recoverable under section 49.6(b); and
  - (iii) Customer must not subsequently opt in for the Business First Rebates in respect of any Business Unit if Customer has previously opted out of the Business First Rebates in respect of that Business Unit.
- (d) Without limiting section 49.5(e), **nbn** may withdraw, suspend or amend this Business First Rebate:
- (i) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency;
  - (ii) by prior notice to Customer to make an amendment that is Customer-favourable; and
  - (iii) on 30 days' prior notice to Customer, in all other cases.
- (e) **nbn** may extend the Campaign Period and Term of this Business First Rebate on 10 Business Days' prior notice to Customer.

#### 49.6 Process to Claim

- (a) **nbn** will automatically pay this Business First Rebate to Customer's nominated account by electronic funds transfer within 30 days of the end of the month in which the relevant Business First Order is Completed.
- (b) If **nbn** pays any Business First Rebates in respect of any Business First Order to which the Business First Rebate does not apply under this section 49, including pursuant to sections 49.2(b) or 49.3(c), **nbn** may, at any time prior to 30 September 2021, adjust the amount of any subsequent invoice it issues to Customer to recover an amount equal to any such Business First Rebates paid by **nbn**.

**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.*

The details and conditions in section 50 apply in respect of the TC-4 Bundles Discount described in section 3.

## 50. TC-4 Bundles Discount

### 50.1 Discounted charges

- (a) Subject to the terms of this section 50, **nbn** will supply a Bundled CVC and associated AVC TC-4 Product Components (**Bundled Components**) in accordance with the discounted charges in the table below:

AVC TC-4 bandwidth profile		nbn™ Network	Discounted charge	CVC Inclusion <sup>2</sup>
AVC TC-4 downstream Mbps <sup>1</sup>	AVC TC-4 upstream Mbps <sup>1</sup>			
12	1	Fibre, FTTB, FTTC, FTTN and HFC	\$22.50	0.15 Mbps
12	1	Wireless	\$45.00	2 Mbps
25	5	Fibre, FTTB, FTTC, FTTN, HFC and Wireless	\$37.00	1.25 Mbps
25	5–10	FTTB, FTTC and FTTN	\$37.00	1.25 Mbps
25	10	Fibre and HFC	\$37.00	1.25 Mbps
25–50	5–20	FTTB, FTTC and FTTN	\$45.00	2.25 Mbps
50	20	Fibre and HFC	\$45.00	2.25 Mbps
Wireless Plus <sup>3</sup>		Wireless	\$45.00	2.25 Mbps
Home Fast <sup>4</sup>		FTTB, FTTC and FTTN	\$58.00	3.75 Mbps
		Fibre and HFC	\$58.00	3.75 Mbps
25–100	5–40	FTTB, FTTC and FTTN	\$65.00	3.75 Mbps
100	40	Fibre and HFC	\$65.00	3.75 Mbps
Home Superfast <sup>4</sup>		Fibre and HFC	\$68.00	4.75 Mbps
250	100	Fibre	\$100.00	3.25 Mbps

AVC TC-4 bandwidth profile		nbn™ Network	Discounted charge	CVC Inclusion <sup>2</sup>
AVC TC-4 downstream Mbps <sup>1</sup>	AVC TC-4 upstream Mbps <sup>1</sup>			
500	200	Fibre	\$130.00	3.25 Mbps
Home Ultrafast <sup>4</sup>		Fibre and HFC	\$80.00	5.75 Mbps
1000	400	Fibre	\$180.00	3.25 Mbps

Table 1: Discounted charges and CVC Inclusions for Bundled AVCs

**Notes:**

1. With the exception of Wireless Plus, the Information Rates for the AVC TC-4 bandwidth profiles shown in this table are Peak Information Rates (PIR). To be read subject to section 3.2 of the [nbn™ Ethernet Product Description](#) and section 4.1.3 of, and Appendix B to, the [nbn™ Ethernet Product Technical Specification](#).
2. The CVC Inclusions per AVC TC-4 set out in the last column of Table 1 are not automatically provisioned. Customer must first order a CVC TC-4 Product Component with a specific bandwidth profile and designate it as a "Bundled CVC". Customer may order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#). Customer may then associate AVC TC-4 Product Components with that Bundled CVC.
3. Refer to the [nbn™ Ethernet Product Description](#) for further information, including the specific limitations set out at sections 3.2(d), 3.8 and 14.
4. Refer to the [nbn™ Ethernet Product Description](#) for further information, including the specific limitations set out at sections 3.2(c) and 14.

(b) For the purposes of this section 50:

- (i) **Bundled AVC** means an AVC TC-4 Product Component that is associated with a Bundled CVC;
- (ii) **Basic CVC** means a CVC TC-4 Product Component that Customer has either designated as a "Basic CVC", or has not designated as a "Bundled CVC", during an ordering process for that CVC TC-4 Product Component;
- (iii) **Bundled CVC** means a CVC TC-4 Product Component that Customer has designated as a "Bundled CVC" during an ordering process for that CVC TC-4 Product Component;
- (iv) **CVC Inclusion** means a CVC TC-4 symmetrical bandwidth inclusion (CIR);
- (v) **Eligible CSA** means, across a Billing Period, a CSA in which the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA is greater than the Overage Waiver Threshold (with changes in the aggregate CVC TC-4 bandwidth capacity across that Billing Period accounted for on a pro-rata daily basis);

- (vi) **National Ordered Bandwidth** means, across a Billing Period, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs across all Eligible CSAs in that Billing Period (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis);
- (vii) **National Included Bandwidth** means, across a Billing Period, the aggregate CVC Inclusions in Table 1 (in Mbps) for all Bundled AVCs across all Eligible CSAs in that Billing Period (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis);
- (viii) **Overage Amount** means \$8;
- (ix) **Overage Waiver Threshold** means 1500 Mbps; and
- (x) **TC-4 Business Bundles Amendment Date** means the date on which changes become effective to the TC-4 Business Bundles Discount under the "Amendment to TC-4 Business Bundles Discount in DCR List" notice provided by **nbn** to Customer and dated 7 February 2020.

*Note: At the latest, the TC-4 Business Bundles Amendment Date will be 7 August 2020. However, Customer may elect for it to be at any time between 1 May 2020 and 7 August 2020. See the "Amendment to TC-4 Business Bundles Discount in DCR List" notice for further details.*

## 50.2 Overage

- (a) If, across a Billing Period, the National Ordered Bandwidth is more than the National Included Bandwidth, **nbn** will charge Customer an **Overage Charge** for that Billing Period calculated as follows:

$$\text{Overage Charge} = \text{Overage Amount} \times (\text{National Ordered Bandwidth} - \text{National Included Bandwidth})$$

- (b) For clarity, if an Overage Charge applies in a Billing Period, it applies in addition to any amounts payable under section 50.1(a).

*Note: Section 50.2 replaces sections 22.3(b) to 22.3(d) of this Discounts, Credits and Rebates List.*

## 50.3 CVC Utilisation Conditions

- (a) To obtain this TC-4 Bundles Discount in a Billing Period, Customer must ensure that no Bundled CVC exceeds an average data throughput of 95% of the provisioned CIR (Mbps) for more than 1 hour per calendar day on average across that Billing Period (**CVC Utilisation Condition**).
- (b) If a CVC TC-4 Product Component is a Bundled CVC for only part of a Billing Period, compliance with the CVC Utilisation Condition will be calculated as an average across only those days of the Billing Period in which the CVC TC-4 Product Component is a Bundled CVC.
- (c) If Customer breaches the CVC Utilisation Condition in respect of any Bundled CVC in a Billing Period (each such Bundled CVC, a **Breaching CVC**):

- (i) **nbn** will inform Customer, via the **nbn**<sup>TM</sup> Service Portal or otherwise, that Customer has breached the CVC Utilisation Condition in respect of the Breaching CVC;
- (ii) for that Billing Period, **nbn** may charge Customer in accordance with the [nbn<sup>TM</sup> Ethernet Price List](#) Charge (without having regard to any Discounts, Credits, Rebates or Waivers):
  - (A) for each Bundled AVC subject to this TC-4 Bundles Discount that is associated with the Breaching CVC and for the related CVC Inclusion; and
  - (B) on and from TC-4 Business Bundles Amendment Date, for each Bundled AVC subject to the TC-4 Business Bundles Discount that is associated with the Breaching CVC and for the related CVC Inclusion under the TC-4 Business Bundles Discount; and

*Note: Customer will continue to be liable to pay any applicable Overage Charges and other amounts payable under this section 50 and the TC-4 Business Bundles Discount, in connection with a Breaching CVC. Customer's liability under this section 50.3(c)(ii) does not affect the application of any other Discounts, Credits, Rebates or Waivers to which Customer may be entitled.*

- (iii) **nbn** may adjust an invoice for a subsequent Billing Period or issue an additional invoice for the difference between the amount that may be charged under section 50.3(c)(ii) and the amount that would otherwise be payable applying the discounted charges under Table 1 and sections 27.1(a) or 27.1(c) of the TC-4 Business Bundles Discount (**CVC Utilisation Breach Additional Amount**).
- (d) Section 50.3(c)(ii) will only apply in respect of a Bundled AVC and the related CVC Inclusion if the amount chargeable under section 50.3(c)(ii) is greater than the corresponding discounted charge for that Bundled AVC and any related inclusions under Table 1 or sections 27.1(a) or 27.1(c) of the TC-4 Business Bundles Discount (as applicable).
- (e) If a Billing Period falls partly before and partly on or after the TC-4 Business Bundles Amendment Date, section 50.3(c)(ii)(B) will apply on a pro-rata daily basis to that part of the Billing Period that falls on and after the TC-4 Business Bundles Amendment Date.

#### 50.4 Entry Level AVC additional charge

- (a) Without limiting section 50.2, if, across a Billing Period in respect of a Bundled CVC, the Average Peak ELB Usage is greater than 0.15 Mbps, Customer must pay to **nbn** an additional amount as specified in Table 2 for each Entry Level AVC associated with that Bundled CVC in the Billing Period (pro-rated on a daily basis to the extent that an Entry Level AVC was associated with the Bundled CVC for only part of the Billing Period).

Additional amount from 1 May 2020 to 30 September 2020	Additional amount from 1 October 2020 onwards
\$4.90	\$4.10

Table 2: Entry Level AVC additional amount

- (b) If 30 September 2020 and 1 October 2020 fall within the same Billing Period, the additional amount payable under Table 2 will be applied as relevant on a pro-rata daily basis across that Billing Period.
- (c) For the purposes of this section 50.4:
- (i) **Entry Level AVC** means each Bundled AVC that is supplied with a bandwidth profile of 12 downstream Mbps (PIR)/1 upstream Mbps (PIR), other than in connection with **nbn**<sup>TM</sup> Ethernet (Wireless);
  - (ii) **Average Peak ELB Usage** means, across a Billing Period in respect of a Bundled CVC, the aggregate of all Average Daily Peak ELB Usage, divided by the number of days in that Billing Period;
  - (iii) **Average Daily Peak ELB Usage** means, in respect of a Bundled CVC in a day, the relevant Daily Peak ELB Usage, divided by the number of Entry Level AVCs associated with that Bundled CVC at the end of that day; and
  - (iv) **Daily Peak ELB Usage** means, in respect of a Bundled CVC in a day, the highest aggregate download usage by all associated Entry Level AVCs in any 30 minute period on that day (as recorded by or on behalf of **nbn**, and expressed in Mb), divided by 1800 (seconds).

## 50.5 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#) if it applies to a Bundled AVC, the relevant recurring Charges in respect of that Bundled AVC are those in the [nbn<sup>TM</sup> Ethernet Price List](#) (even though such recurring Charges will not be invoiced for that Bundled AVC due to the operation of this TC-4 Bundles Discount).

## 50.6 Aggregate comparison to **nbn**<sup>TM</sup> Ethernet Price List charges

- (a) Customer may raise a Billing Dispute if Customer considers that the application of all Bundle Discount Terms results in total charges to Customer for the relevant Product Components and Product Features in a Billing Period being greater than the total charges that would have applied if Customer were invoiced at the corresponding recurring Charges in the [nbn<sup>TM</sup> Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (b) If a Billing Dispute under section 50.6(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges for the relevant Billing Period and the total charges that would have applied for that Billing Period if the relevant Product Components and Product Features were invoiced at the corresponding recurring Charges in the [nbn<sup>TM</sup> Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- (c) In this section 50.6, **Bundle Discount Terms** refers to the terms of any section in the Discounts, Credits and Rebates List which provides Customer a discount for an AVC and CVC bundle (whether or not other Product Components or Product Features are also included in the bundle).

## 50.7 Interaction with Expired Bundle Discounts

- (a) If a Billing Period falls partly before and partly within the availability period of this TC-4 Bundles Discount, then, for the Bundled Components:
  - (i) the terms of the Expired Bundle Discounts will apply as relevant, on a pro-rata daily basis, for the part of the Billing Period that falls before the availability period of this TC-4 Bundles Discount; and
  - (ii) the terms of this TC-4 Bundles Discount will apply, on a pro-rata daily basis, for the part of the Billing Period that falls within the availability period of this TC-4 Bundles Discount.
- (b) For the purposes of this section 50.7, **Expired Bundle Discounts** means the following Discounts as included in the version of the Discounts, Credits and Rebates List made available by **nbn** immediately before 1 May 2020:
  - (i) High Bandwidth Bundles Discount;
  - (ii) Entry Level Bundles Discount;
  - (iii) Fixed Wireless Bundles Discount;
  - (iv) Wireless Plus Bundles Discount;
  - (v) Entry Level Bundles Partial Waiver; and
  - (vi) B25 Waiver.

## 50.8 Interaction with other Discounts, Credits and Rebates

- (a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this TC-4 Bundles Discount applies to those Product Components:
  - (i) subject to section 50.8(c), the 50 Kbps CVC Credit;
  - (ii) the CVC Transitional Pricing Credit; and
  - (iii) the Dimension Based CVC Discount.
- (b) If a Product Component is only a Bundled Component for part of a Billing Period, the terms of this TC-4 Bundles Discount will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis.

- (c) **50 Kbps CVC Credit:** For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):
  - (i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;
  - (ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and
  - (iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.
- (d) **CVC Transitional Pricing Credit:** For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which **nbn** supplies a TC-4 Bundled AVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.
- (e) **Dimension Based CVC Discount:** For the purposes of the Dimension Based CVC Discount:
  - (i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and
  - (ii) the number of TC-4 Bundled AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.
- (f) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to a Basic CVC, this TC-4 Bundles Discount will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification.

## 50.9 Extensions, withdrawals and variations

- (a) Without limiting sections 50.9(b) and 50.9(c), **nbn** may withdraw, suspend or amend this TC-4 Bundles Discount on 6 months' notice to Customer.
- (b) **nbn** may extend the availability period of this TC-4 Bundles Discount on 10 Business Days' prior notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this TC-4 Bundles Discount immediately in order to comply with any lawful instruction or request of a Regulator or Government Agency, or in response to any Regulatory Event.

## 50.10 Process to Claim

**nbn** will automatically apply this TC-4 Bundles Discount.

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**Note:** *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*



*The details and conditions in section 51 apply in respect of the Change of Access Technology Partial Waiver in section 3.*

## 51. Change of Access Technology Partial Waiver

### 51.1 Waiver

- (a) Subject to the terms of this section 51, where **nbn** determines to make a Premises Serviceable by a Subsequent Access Technology (whether or not in response to a request by Customer), **nbn** waives, on a pro-rata daily basis, Charges for the AVC Product Component of any **nbn**<sup>TM</sup> Ethernet Ordered Product supplied to that Premises over that Subsequent Access Technology, for the first 7 days of the first Billing Period in which that supply occurs.
- (b) If both a waiver under section 51.1(a) and any Bundle Discount Terms apply to an AVC Product Component, the waiver under section 51.1(a):
  - (i) applies in respect of the discounted Charge for the Bundled Components which is specified to apply per bundled AVC under the Bundle Discount Terms; and
  - (ii) does not apply in respect of any other related Charges under the Bundle Discount Terms (such as any "Overage Charges", "additional amounts" or "Alternative ESLA charges").
- (c) In this section 51, **Bundle Discount Terms** refers to the terms of any section in the Discounts, Credits and Rebates List which provides Customer a discount for a bundle of AVC and CVC Product Components (whether or not other Product Components or Product Features are also included in the bundle).
- (d) For clarity, nothing in this section 51 affects Customer's obligation to pay Charges for any **nbn**<sup>TM</sup> Ethernet Ordered Product supplied to a Premises over an Original Access Technology.

### 51.2 Changes to this waiver

**nbn** may amend, suspend or withdraw this waiver on 3 months' notice.

### 51.3 Process to Claim

**nbn** will provide Customer the Change of Access Technology Partial Waiver by omitting or listing as not payable the portion of the waived Charge in Customer's invoices.

***Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 52 apply in respect of the TC-2 (HFC) Business Bundles Discount described in section 3.

## 52. TC-2 (HFC) Business Bundles Discount

### 52.1 Discounted charges

- (a) Subject to the terms of this section 52, **nbn** will supply all AVC TC-2 Product Components and Inclusions in the table below in accordance with the corresponding Discounted Charges:

AVC TC-2 symmetrical Mbps (CIR)	nbn™ Network	Inclusions per AVC TC-2*		Discounted Charge per AVC TC-2 per Billing Period
		CVC TC-2 symmetrical bandwidth inclusion (CIR) per AVC TC-2	Enhanced Fault Rectification Service inclusion per AVC TC-2	
5	HFC	5 Mbps	Enhanced-12 (24/7)	\$50.00
10	HFC	10 Mbps	Enhanced-12 (24/7)	\$131.00

Table 1: Discounted Charges for Business Bundled AVC TC-2s

**\*Note:** The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by Customer. For the CVC TC-2 Inclusion, Customer will be able to order any CVC TC-2 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a CVC to which Business Bundled AVC TC-2s are associated. This CVC TC-2 bandwidth profile will be available to be used collectively by all AVCs associated with that CVC, including Business Bundled AVC TC-2s.

- (b) For the purposes of this TC-2 (HFC) Business Bundles Discount:
- (i) **Business Bundled AVC TC-2** means an AVC TC-2 Product Component to which this TC-2 (HFC) Business Bundles Discount applies;
  - (ii) **Campaign Period** means the period from 1 March 2020 to 14 October 2022 unless extended by **nbn** by giving 10 Business Days' prior notice to Customer;
  - (iii) **Sunset Period** means the period starting at the end of the Campaign Period and ending 6 months later, unless extended by **nbn** by giving 10 Business Days' prior notice to Customer; and
  - (iv) **TC-2 (HFC) Business Bundled Components** means any set of Business Bundled AVC TC-2 and Inclusions supplied at the discounted charges in section 52.1(a).

## 52.2 Enhanced Fault Rectification Service

- (a) For a bundle under section 52.1(a):
  - (i) Customer may order an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ESLA**); and
  - (ii) if Customer orders an Alternative ESLA, **nbn** will charge Customer for that Alternative ESLA in accordance with the relevant Charge set out in the [nbn™ Ethernet Price List](#) in addition to the discounted charge that applies for the associated bundle under section 52.1(a).
- (b) For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the [nbn™ Ethernet Service Levels Schedule](#) if it applies to a bundle:
  - (i) the recurring Charges in respect of the relevant Business Bundled AVC TC-2 are those in the [nbn™ Ethernet Price List](#); and
  - (ii) the recurring Charges in respect of the relevant Enhanced Fault Rectification Service are the recurring Charges in the [nbn™ Ethernet Price List](#) for the Enhanced-12 (24/7) Enhanced Fault Rectification Service or the Alternative ESLA (as applicable).

## 52.3 Overage Charges

- (a) If Customer obtains supply of any Business Bundled AVC TC-2 in respect of any CVC at any time during a Billing Period commencing during the Campaign Period, Customer will be liable to pay Overage Charges in respect of that CVC in accordance with the terms of section 28.4 as if Business Bundled AVC TC-2s under this section 52 were “Business Bundled AVC TC-2s” under section 28.
- (b) For clarity, if this section 52 applies in respect of Customer, Customer’s liability to pay “Overage Charges” will be calculated once having regard to section 28.4 and section 52.3(a) and will not be calculated twice, separately, under those sections.

## 52.4 Ordered Products to which this Discount relates

- (a) This TC-2 (HFC) Business Bundles Discount only applies to TC-2 (HFC) Business Bundled Components of **nbn™** Ethernet (HFC).
- (b) For clarity, this TC-2 (HFC) Business Bundles Discount does not apply to any AVC Product Components or CVC capacity supplied in connection with **nbn™** Ethernet (Fibre), **nbn™** Ethernet (FTTB), **nbn™** Ethernet (FTTC), **nbn™** Ethernet (FTTN), **nbn™** Ethernet (Wireless) or **nbn™** Ethernet (Satellite).

## 52.5 Aggregate comparison to **nbn™** Ethernet Price List charges

- (a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this TC-2 (HFC) Business Bundles Discount, the TC-2 Business Bundles Discount and all other Discounts, Credits and Rebates in respect of “Bundle AVCs” under this Discounts, Credits and Rebates List results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would

have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-2 (HFC) Business Bundles Discount, the TC-2 Business Bundles Discount and all other Discounts, Credits and Rebates in respect of "Bundle AVCs" under this Discounts, Credits and Rebates List were invoiced at the corresponding recurring Charges for those Product Components in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

- (b) If a Billing Dispute under section 52.5(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Product Components and Product Features subject to this TC-2 (HFC) Business Bundles Discount, the TC-2 Business Bundles Discount and all other Discounts, Credits and Rebates in respect of "Bundle AVCs" under this Discounts, Credits and Rebates List were invoiced at the corresponding recurring Charges for those Product Components in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

## 52.6 Interaction with other Discounts, Credits and Rebates

- (a) During the Campaign Period, the **nbn**™ Ethernet TC-2 Credit will not apply to any Product Components to the extent that Customer has opted in, and remains opted in, to the TC-2 (HFC) Business Bundles Discounts in accordance with section 52.7(a).
- (b) During the Sunset Period, for the purposes of determining the amount of any **nbn**™ Ethernet TC-2 Credit payable to Customer:
  - (i) the Total TC-2 Charge in respect of each CVC TC-2 will not include any discounted charges paid under section 52.1(a) in respect of any TC-2 (HFC) Business Bundled Components; and
  - (ii) the Total Spend Cap will be calculated excluding any "Spend Cap Contribution Amount" for any Business Bundled AVC TC-2s.
- (c) If a Product Component is only subject to the TC-2 (HFC) Business Bundles Discounts in section 52.1(a) for part of a Billing Period, the discounted charges in section 52.1(a) will apply to the Product Component for that part of the Billing Period only on a pro-rata daily basis.

## 52.7 Opt-in, Opt-out and Term

- (a) Subject to section 52.7(f), Customer must comply with the following in order to opt in for the TC-2 (HFC) Business Bundles Discounts:
  - (i) to opt in for any of the TC-2 (HFC) Business Bundles Discounts in section 52.1(a), Customer must opt in for all of the TC-2 Business Bundles Discounts in section 28.1(a) and all of the TC-2 (HFC) Business Bundles Discounts in section 52.1(a); and
  - (ii) Customer must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.

- (b) Subject to section 52.7(c), if Customer opts-in to the TC-2 (HFC) Business Bundles Discounts in accordance with section 52.7(a), and remains opted in, **nbn** will charge for AVC TC-2 Product Components and any Product Components and Product Features that qualify as Inclusions which are supplied during the Campaign Period or Sunset Period in accordance with the discounted charges in section 52.1(a).

**Note:** *The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by Customer.*

- (c) An Ordered Product will only be eligible for a TC-2 (HFC) Business Bundles Discount during a Billing Period ending in the Sunset Period (the **Relevant Billing Period**) if:
- (i) it is a Continuing Business Bundle or a Transferred Business Bundle; and
  - (ii) **nbn** has not, from the start of the Sunset Period up until at least the end of the Relevant Billing Period, Completed a Modify Order in respect of any associated AVC TC-2 Product Component (other than a Modify Order to change the CVC with which the AVC TC-2 is associated).
- (d) For the purpose of section 52.7(c) an Ordered Product will be:
- (i) a **Continuing Business Bundle** if the Ordered Product was supplied to Customer under a TC-2 (HFC) Business Bundles Discount at the end of the Campaign Period and has continued being supplied under that same TC-2 (HFC) Business Bundles Discount from the start of the Sunset Period up until at least the end of the Relevant Billing Period; and
  - (ii) a **Transferred Business Bundle** if:
    - (A) the Ordered Product was supplied to Customer as a result of a Non-Infrastructure Type Transfer Completed during the Sunset Period;
    - (B) a corresponding ordered product was being supplied to an Other Customer under a TC-2 (HFC) Business Bundles Discount immediately prior to the end of the Campaign Period and on a continuous basis from the start of the Sunset Period until the Non-Infrastructure Type Transfer; and
    - (C) the Ordered Product included the same AVC TC-2 Product Component after the Non-Infrastructure Type Transfer as the corresponding ordered product supplied before the Non-Infrastructure Type Transfer.
- (e) Customer may opt out of the TC-2 (HFC) Business Bundles Discounts at any time before the end of the Sunset Period by complying with the following:
- (i) Customer must opt out of all of the TC-2 Business Bundles Discounts in section 28.1(a) and TC-2 (HFC) Business Bundles Discounts in section 52.1(a) by giving notice in writing to **nbn**; and

- (ii) Customer must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (f) Customer must not opt in for the TC-2 (HFC) Business Bundle Discounts if Customer has previously opted out of either the TC-2 Business Bundle Discounts or the TC-2 (HFC) Business Bundle Discounts.
- (g) Without limiting section 52.7(h), **nbn** may withdraw, suspend or amend this TC-2 (HFC) Business Bundles Discount on 6 months' prior notice to Customer.
- (h) **nbn** may withdraw, suspend or amend this TC-2 (HFC) Business Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 52.8 Process to Claim

If Customer is eligible for the TC-2 (HFC) Business Bundles Discount, **nbn** will automatically apply this TC-2 (HFC) Business Bundles Discount.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

## 52.9 Ineligibility for non-payment Defaults

- (a) Subject to section 52.9(b), if:
  - (i) Customer is in Default for failure to pay the full amount set out in an invoice (**Unpaid Invoice**) by its Due Date (excluding amounts validly withheld pursuant to clause B3.1(b)(i) of the [Head Terms](#)); and
  - (ii) **nbn** has given Customer a Default Notice in respect of that Default,  
**nbn** may, in a subsequent invoice (**Later Invoice**), recover from Customer an amount equal to the difference between:
    - (iii) the total amount of the Unpaid Invoice; and
    - (iv) the total amount that would have been included in the Unpaid Invoice if the discounted Charges for:
      - (A) TC-2 (HFC) Business Bundled Components;
      - (B) "TC-2 Business Bundled Components" supplied in accordance with the discounted charges set out in section 28.1; and
      - (C) any TC-4 Product Components and associated Product Features supplied in accordance with the discounted charges set out in section 27.1,

in the Unpaid Invoice had instead been the corresponding recurring Charges for the relevant Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

- (b) **nbn** must not recover an amount under section 52.9(a) if the relevant Default is remedied before **nbn** issues the Later Invoice.

*The details and conditions in section 53 apply in respect of the Illuminate Program Discount described in section 3.*

## 53. Illuminate Program Discount

### 53.1 Illuminate Program Discount details

- (a) Subject to the terms of this section 53, **nbn** will provide a Discount to Customer for each First Connected AVC, Reconnected AVC and Eligible New Online Learning Support Service (**Illuminate Service**) during the applicable Discount Period.
- (b) The **Discount Period** for each Illuminate Service is as follows:
  - (i) for each First Connected AVC that **nbn** supplies to Customer, the first 12 months after **nbn** Completes the corresponding First Connect Order;
  - (ii) for each Reconnected AVC that **nbn** supplies to Customer, the first 12 months after **nbn** Completes the corresponding Reconnect Order; and
  - (iii) for each Eligible New Online Learning Support Service that **nbn** supplies to Customer, the first 12 months from the expiration date of the availability of "Connection Support Rebates" under the COVID-19 Residential Relief Package.
- (c) The amount of the Discount that **nbn** will provide under section 53.1(a) in each Billing Period during the applicable Discount Period will be equal to 50% of the effective recurring Charge (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply) for the relevant Illuminate Service and, where applicable, any associated CVC inclusion.

### 53.2 Definitions

For the purposes of this section 53:

- (a) **Illuminate Service** has the meaning given to that term in section 53.1(a);
- (b) **First Connected AVC** means any AVC TC-4 Product Component which:
  - (i) is supplied as the result of a First Connect Order that is Acknowledged after Customer has reached the Baseline Number applicable to that First Connect Order; and
  - (ii) satisfies each of the Common Eligibility Criteria;
- (c) **Reconnected AVC** means any AVC TC-4 Product Component which:

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- (i) is supplied as the result of a Reconnect Order that is Acknowledged after Customer has reached the Baseline Number applicable to that Reconnect Order;
  - (ii) satisfies each of the Common Eligibility Criteria; and
  - (iii) is not, and was not previously, a New Online Learning Support Service;
- (d) **First Connect Order** means a Connect Order that is:
- (i) Acknowledged during the Term;
  - (ii) in respect of a Premises for which at least 545 calendar days have elapsed since the RTC Date, and no ordered product has ever been supplied by **nbn** to Customer or any Other Customer in respect of that Premises before that Connect Order is Completed; and
  - (iii) Completed by **nbn** within 90 calendar days of Acknowledgement;
- (e) **Reconnect Order** means a Connect Order that is:
- (i) Acknowledged during the Term;
  - (ii) in respect of a Premises for which **nbn** has previously supplied an ordered product to Customer or an Other Customer in respect of that Premises, and at least 183 calendar days have elapsed since **nbn** last supplied any such ordered product in respect of that Premises; and
  - (iii) Completed by **nbn** within 90 calendar days of Acknowledgement;
- (f) **Common Eligibility Criteria** means, for an AVC TC-4 Product Component, that it:
- (i) is associated with a Bundled CVC under the terms of a Discount, Credit or Rebate in this Discounts, Credits and Rebates List;
  - (ii) is not supplied under the TC-4 Business Bundles Discount;
  - (iii) is not supplied as part of an Ordered Product that also includes any AVC TC-2 Product Component; and
  - (iv) does not have any of the following bandwidth profiles:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
250	100
500	200

1000	400
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- (g) **Bundled CVC** means a CVC TC-4 Product Component that Customer has designated as a “Bundled CVC” during an ordering process for that CVC TC-4 Product Component;
- (h) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 5, Service Class 6, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (i) **Baseline Number** has the meaning given to that term in section 53.3(a);
- (j) **Term** means the duration of the Illuminate Program Discount as set out in section 3 as amended from time to time in accordance with the terms of this section 53;
- (k) **Discount Period** has the meaning given to that term in section 53.1(b);
- (l) **New Online Learning Support Service** means an Ordered Product defined as a “New Online Learning Support Service”, and for which **nbn** provided a “Connection Support Rebate” to Customer, under the COVID-19 Residential Relief Package;
- (m) **Eligible New Online Learning Support Service** means an Ordered Product:
  - (i) which satisfies each of the Common Eligibility Criteria;
  - (ii) for which **nbn** provided (or was obliged to provide) a “Connection Support Rebate” under the COVID-19 Residential Relief Package for that Eligible New Online Learning Support Service for the last Calendar Period in which **nbn** made such “Connection Support Rebates” available under the COVID-19 Residential Relief Package; and
  - (iii) for which Customer has submitted a claim to **nbn** within 10 business days of the expiration date of the availability of “Connection Support Rebates” under the COVID-19 Residential Relief Package;
- (n) **COVID-19 Residential Relief Package** means **nbn**’s “COVID-19 connectivity relief package for residential customers”, dated 17 April 2020 and as subsequently amended in accordance with its terms;
- (o) **Calendar Period** means:
  - (i) each calendar month between 1 April 2020 and 31 December 2020; and
  - (ii) the period between 1 January 2021 and 15 January 2021 (inclusive).

### 53.3 Baseline Numbers

- (a) Before the start of the Term, **nbn** will notify Customer of a separate “baseline number” for each month within the Term (each a **Baseline Number**).
- (b) **nbn** will only notify a single Baseline Number that will apply for all First Connect Orders and all Reconnect Orders in each month.
- (c) Customer will have reached the Baseline Number applicable to a First Connect Order or Reconnect Order in a month if **nbn** has Acknowledged a total number of First Connect Orders and Reconnect Orders in that month equivalent to the Baseline Number, which orders:
  - (i) are submitted by Customer; and
  - (ii) are Acknowledged in the same month as the relevant First Connect Order or Reconnect Order (as applicable).
- (d) For the purpose of calculating whether Customer has reached a Baseline Number, **nbn** will not have regard to whether First Connect Orders or Reconnect Orders contributing to that threshold are Completed by **nbn** within 90 calendar days of Acknowledgement.

### 53.4 Eligibility and Conditions

- (a) To be eligible for a Discount for any First Connected AVC or Reconnected AVC, Customer must enter into and comply with the terms for the “Illuminate Program Marketing Development Fund” program offered by **nbn**.
- (b) For clarity:
  - (i) **nbn** may cease providing Customer with a Discount for any First Connected AVC or Reconnected AVC if, at any point during the applicable Discount Period, Customer does not comply with the terms for the “Illuminate Program Marketing Development Fund” program offered by **nbn**; and
  - (ii) Customer is not required to enter into or comply with the terms of the “Illuminate Program Marketing Development Fund” to receive a Discount for an Eligible New Online Learning Support Service under section 53.1(b)(iii).

### 53.5 Pro-ration

- (a) If the Discount Period for an Illuminate Service starts part way through a Billing Period or ends part way through a Billing Period, the Discount provided under section 53.1 for that Billing Period will be applied on a pro rata daily basis, based on the portion of the Billing Period that occurs during the Discount Period.
- (b) If Customer modifies an Illuminate Service during the Discount Period, the following consequences will apply:

Status of Illuminate Service after Modify Order is Completed	Consequence for any applicable Discount under section 53.1
Remains an Illuminate Service but with a different recurring Charge (e.g. because of a change to the bandwidth profile or associated CVC (as applicable))	The Discount will be calculated <u>separately</u> , on a pro rata daily basis, having regard to the effective recurring Charge for the Illuminate Service and associated CVC inclusion (if applicable) <u>in each part</u> of the Billing Period (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply in respect of that Billing Period or month (as applicable))
Ceases to be an Illuminate Service because it begins to be supplied under the TC-4 Business Bundle Discount	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period, or in any future Billing Period
Ceases to be an Illuminate Service for any other reason (e.g. because it has a bandwidth profile that is ineligible for the Illuminate Program Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period (as applicable)
Becomes an Illuminate Service after an intervening period in which it was not an Illuminate Service for a reason other than being supplied under the TC-4 Business Bundle Discount in that intervening period (e.g. because it had a bandwidth profile that is ineligible for the Illuminate Program Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>after</u> the Modify Order is Completed. No Discount will apply in respect of the part of that Billing Period before that

- (c) For clarity, the Discount Period for an Illuminate Service will not be extended to account for any period in which that Illuminate Service ceases to be an Illuminate Service, regardless of whether it subsequently becomes an Illuminate Service again.

### 53.6 Ordered Products to which this Discount relates

- (a) The Illuminate Program Discount only applies to **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (FTTN), **nbn**<sup>TM</sup> Ethernet (HFC) and **nbn**<sup>TM</sup> Ethernet (Wireless).
- (b) For clarity the Illuminate Program Discount does not apply to any AVC TC-4 Product Components, or CVC TC-4 capacity, supplied in connection with **nbn**<sup>TM</sup> Ethernet (Satellite) or to any **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Plans.

### 53.7 CVC Utilisation Conditions

**nbn** will not provide Customer a Discount under section 53.1 in respect of an Illuminate Service in respect of any Billing Period if, for that Billing Period, under section 50.3, that Illuminate Service is to be invoiced at the recurring Charges for that Illuminate Service in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

### 53.8 Extensions, withdrawals and variations

- (a) Without limiting sections 53.8(b) and 53.8(c), **nbn** may withdraw, suspend or amend this Illuminate Program Discount on 30 days' notice.
- (b) **nbn** may extend the Illuminate Program Discount on 10 Business Days' notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this Illuminate Program Discount immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 53.9 Process to Claim

**nbn** will automatically apply this Illuminate Program Discount.

**Note:** Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.