



1 September 2022

Hello,

## Take 2 Rebate

**nbn** is pleased to offer RSPs the opportunity to participate in **nbn**'s Take 2 rebate program for **nbn**<sup>TM</sup> Ethernet Ordered Products supplied with TC-4 Bundles Discounts.

The Take 2 rebate program aims to increase access to **nbn**<sup>TM</sup> Ethernet at locations that have never had an **nbn**<sup>TM</sup> Ethernet service or have not had an **nbn**<sup>TM</sup> Ethernet service for an extended period. The program includes rebates at such locations and bonus incentive payments for significantly increased connection rates. This letter agreement sets out the terms and conditions on which the Take 2 rebate program is available to your organisation (the **Take 2 Rebate Program**).

### Action required

Please request a personalised version of this letter agreement by contacting [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au). Please sign and return it to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) by 5.00pm on 20 August 2021 to take full advantage of this offer. After this date, your organisation may still participate in the remainder of the Take 2 Rebate Program by returning a signed letter agreement within the dates specified in paragraphs 2.h.ii.A) or 2.h.ii.B), with the applicable Campaign Period being determined in accordance with these two paragraphs.

Your **nbn** account manager is ready to help your organisation with anything contained in this letter agreement. If you have any questions, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

### A. Take 2 Rebate

1. **nbn** will provide RSP a Take 2 Rebate for each Take 2 AVC supplied to an Eligible Premises.
2. In this letter agreement:

#### *Primary defined terms*

- a. **Take 2 Rebate** means a Rebate of \$15 per month in the Rebate Period.
- b. **Take 2 AVC** means an AVC supplied as a result of a Take 2 Order that is Acknowledged after RSP has reached the Baseline Number applicable to that Take 2 Order.
- c. **Eligible Premises** means a Premises that is identified as eligible for this Take 2 Rebate Program as notified by **nbn** to RSP from time to time.

#### *Defined terms used in the Take 2 Rebate definition*

- d. **Rebate Period** means, for a Take 2 AVC, the first 6 months during which it is supplied or the first 18 months during which it is supplied (from the date that the relevant Take 2 Order is Completed), depending on whether it is supplied to an Eligible Premises with a 6 month rebate period or 18 month rebate period, as notified by **nbn** to RSP.

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



Defined terms used in the Take 2 AVC definition

e. **Eligible Bandwidth Profile** means any of the following bandwidth profiles:

Eligible bandwidth profiles <sup>1</sup>	
AVC TC-4 downstream Mbps <sup>2</sup>	AVC TC-4 upstream Mbps <sup>2</sup>
25	5
25	5–10
25	10
25–50	5–20
50	20
Wireless Plus	
Home Fast	
25–100	5–40
50–100	20–40
100	40
Home Superfast	
Home Ultrafast	

**Notes:**

- 1 For clarity, Bundled AVC TC-4 Product Components of **nbn**<sup>™</sup> Ethernet are not available for **nbn**<sup>™</sup> Ethernet (Satellite).
- 2 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 the WBA. Refer to the **nbn**<sup>™</sup> Ethernet Product Description in the WBA for further information, including the specific limitations in sections 3 and 13 of that document.

- f. **Take 2 Order** means a Connect Order that is:
- i. the first Connect Order Acknowledged during the Campaign Period at a Premises that is an Eligible Premises on the date of Order Acknowledgement; and
  - ii. for a Bundled AVC TC-4 with an Eligible Bandwidth Profile.

*Note:* For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not a Take 2 Order.

g. **Baseline Number** has the meaning given to that term in section C, below.

Further defined terms

- h. **Campaign Period** means one of the following time periods, as applicable to RSP:
- i. 1 September 2021 to 28 February 2023, if RSP returns a signed letter agreement to **nbn** by 20 August 2021; or
  - ii. otherwise, if RSP does not return a signed letter agreement by 20 August 2021, one of the following two time periods:



- A) 1 March 2022 to 28 February 2023, if RSP signs and returns the letter agreement to **nbn** between 1 January 2022 and 21 January 2022; or
  - B) 1 September 2022 to 28 February 2023, if RSP signs and returns the letter agreement to **nbn** between 1 July 2022 and 22 July 2022.
- i. **Baseline Period** has the meaning given to that term in section C, below.
  - j. **Segment** means a set of Take 2 Orders that RSP nominates as relating solely to **nbn**<sup>TM</sup> Ethernet Product Components that are to be used as inputs to RSP Products supplied:
    - i. through a single Related Body Corporate;
    - ii. under a single brand;
    - iii. to retail customers only; or
    - iv. to wholesale customers only.

## B. Bounty incentive payments program

- 3. If in any Baseline Period, the total number of Take 2 Orders Acknowledged by **nbn** (for a Segment, if applicable) exceeds the sum of the applicable Baseline Numbers (for that Segment, if applicable) within that Baseline Period by more than 35%, **nbn** will pay RSP a once-off Rebate of \$45 multiplied by the number of Take 2 Orders (for that Segment, if applicable) in the Baseline Period in excess of the sum of the applicable Baseline Numbers (for that Segment, if applicable) within that Baseline Period (**Bounty Incentive Payment**).
- 4. **nbn** will determine whether any Bounty Incentive Payments are payable to RSP for a Baseline Period within two months after the end of that Baseline Period.

*For example: For the Baseline Period from 1 September 2021 to 28 February 2022, the Bounty Incentive Payments payable to RSP will be paid by April 2022.*

- 5. If, in a Baseline Period, the number of Take 2 Orders (for a Segment, if applicable) that are Completed is less than 85% of the number of Take 2 Orders Acknowledged (for that Segment, if applicable) in that Baseline Period and **nbn** has, acting reasonably, determined that **nbn** did not cause the low Completion rate, then **nbn** may stop paying Bounty Incentive Payments to RSP (for that Segment, if applicable) in respect of that Baseline Period and all future Baseline Periods.

## C. Baseline Numbers

- 6. The following Baseline Periods apply for the Take 2 Rebate Program:

Baseline Period 1	1 September 2021 — 28 February 2022
Baseline Period 2	1 March 2022 — 31 August 2022
Baseline Period 3	1 September 2022 — 28 February 2023



7. One month before the start of each Baseline Period that is within RSP's Campaign Period (or, in the case of Baseline Period 1, as early as reasonably practicable), **nbn** will notify RSP of a separate "baseline number" for each month within that Baseline Period (each a **Baseline Number**).

*Note: nbn may provide an initial anticipated baseline number for each Baseline Period before the Campaign Period. That number may be reviewed and revised before each final Baseline Number is notified in accordance with paragraph 7.*

8. **nbn** will notify a single Baseline Number that will apply for all Take 2 Orders in each month, unless RSP has made a request under paragraph 9 and **nbn** has accepted such a request in accordance with paragraph 11.
9. RSP may request that **nbn** provide separate sets of Baseline Numbers to RSP for separate Segments.
10. A request by RSP under paragraph 9 must be:
  - a. made at least 6 weeks before the Baseline Period in which RSP wishes to have separate sets of Baseline Numbers; and
  - b. accompanied by such information about the proposed Segments as reasonably required by **nbn**.
11. **nbn** may, in its discretion, accept or reject a request under paragraph 9. If **nbn** accepts such a request:
  - a. **nbn** will provide separate sets of Baseline Numbers for each relevant Segment; and
  - b. **nbn** may stop providing separate sets of Baseline Numbers, and instead provide a single set of Baseline Numbers across all Segments, upon RSP's request (which **nbn** may, in its discretion, accept or reject).
12. If, under paragraph 11, **nbn** accepts a request to provide separate sets of Baseline Numbers, or to resume providing a single set of Baseline Numbers, **nbn**:
  - a. will do so from the next Baseline Period following **nbn**'s acceptance of any such request; and
  - b. may replace any Baseline Number(s) previously notified to RSP in respect of that Baseline Period.
13. RSP will have reached the Baseline Number applicable to a Take 2 Order in a month if **nbn** has Acknowledged a total number of Take 2 Orders in that month equivalent to the Baseline Number, which orders:
  - a. are submitted by RSP; and
  - b. are Acknowledged in the same month as the relevant Take 2 Order; and
  - c. are for the same Segment (if applicable).
14. **nbn** may notify an adjusted Baseline Number that has been previously notified to RSP if **nbn** determines, acting reasonably, that the Baseline Number was calculated in error (giving the RSP reasonable details of the calculation error and the basis for the corrected calculation). If **nbn** adjusts a Baseline Number in accordance with this paragraph 14, then from the date of notification, **nbn**:
  - a. will determine whether RSP has reached the Baseline Number applicable to a Take 2 Order, for the purposes of paragraph 13, in accordance with such a revised Baseline Number; and
  - b. may cease paying any Take 2 Rebate for a Take 2 Order which, under the adjusted Baseline Number notified by **nbn**, is not eligible for a Take 2 Rebate.



### Group baselines (on request)

15. In paragraph 16:
- a. **Group Segment** means a set of Take 2 Orders submitted by RSP Group members, which RSP nominates as relating solely to **nbn**<sup>TM</sup> Ethernet Product Components that are to be used as inputs to products supplied:
    - i. through a single Related Body Corporate;
    - ii. under a single brand;
    - iii. to retail customers only; or
    - iv. to wholesale customers only; and
  - b. **RSP Group** means RSP and one or more Related Bodies Corporate who are parties to Other Wholesale Broadband Agreements.
16. RSP may request that **nbn** provide separate sets of Baseline Numbers to RSP for separate Group Segments, in which case the request, **nbn**'s acceptance or rejection of that request and the parties' rights and obligations in connection with this letter agreement will apply as though references to "Segments" were references to "Group Segments", subject to the following:
- a. for the periods in respect of which **nbn** provides separate Baseline Numbers for separate Group Segments:
    - i. "Take 2 Orders", and the calculation of whether RSP has achieved a Baseline Number for a Group Segment, will be read to include Connect Orders for that Group Segment submitted by all RSP Group members that satisfy paragraphs 2.f.i and 2.f.ii;
    - ii. **nbn** will not notify any Baseline Numbers to any RSP Group Members other than RSP;
    - iii. **nbn** will assess the achievement of Baseline Numbers for each Group Segment and eligibility for Take 2 Rebates and Bounty Incentive Payments across Take 2 Orders regardless of which RSP Group member has submitted the Take 2 Orders (but taking into account Group Segments); and
    - iv. **nbn** will pay each Take 2 Rebate and Bounty Incentive Payment that is due only to the RSP Group member that placed the relevant Take 2 Order; and
  - b. paragraph 11.b will apply such that **nbn** stops providing Baseline Numbers for Group Segments and will resume providing separate Baseline Numbers to each RSP Group member.
17. If an RSP Group member other than RSP requests separate sets of Baseline Numbers for separate Group Segments which is accepted by **nbn** under that RSP Group member's Take 2 letter agreement, for the periods in respect of which **nbn** provides such separate Baseline Numbers for separate Group Segments to that other RSP Group member **nbn** need not notify any Baseline Numbers to RSP.

### D. Pro-rations

18. If the Rebate Period for a Take 2 AVC starts during a month, the Take 2 Rebate for that Take 2 AVC will be applied on a pro-rata daily basis on that date for the remainder of that month.



19. If the Rebate Period for a Take 2 AVC ends during a month, the Take 2 Rebate for that Take 2 AVC will be applied on a pro-rata daily basis for the part of the month before that date.
20. If RSP modifies a Take 2 AVC during the Rebate Period, the following consequences will apply:

Status of Take 2 AVC after Modify Order is Completed	Consequences for any applicable Take 2 Rebate
Stops being a Take 2 AVC because it is associated with a Basic CVC or is modified to have a bandwidth profile that is not an Eligible Bandwidth Profile	The Take 2 Rebate will be applied on a pro rata daily basis for the part of the month before the Modify Order is Completed. No Take 2 Rebate will apply for the remainder of the Rebate Period (subject to the next row)
Resumes being a Take 2 AVC after an intervening period in which it was not (e.g. because in that intervening period it had a bandwidth profile that is not an Eligible Bandwidth Profile or was associated with a Basic CVC)	The Take 2 Rebate will be calculated on a pro rata daily basis for the part of the remaining Rebate Period (if any) after the Modify Order is Completed

21. For clarity, no Rebate Period will be extended to account for any period in which an AVC stops being a Take 2 AVC, regardless of whether it subsequently resumes being a Take 2 AVC again.

## E. Service Transfers

22. If a Take 2 AVC supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the Take 2 AVC (such that RSP is the Losing RSP), the Take 2 Rebate will stop applying on and from the date the service transfer is completed.
23. If a Take 2 AVC supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the Take 2 AVC (such that RSP is the Losing RSP), and RSP subsequently places a Transfer Reversal in respect of that Take 2 AVC, then on and from the date the Transfer Reversal is completed, and subject to section D above, the Take 2 Rebate will apply to that Take 2 AVC for the remainder of the Rebate Period (on a pro-rata daily basis to the extent applicable).
24. If:
  - a. RSP is the Gaining RSP for a Service Transfer Order relating to a Take 2 AVC and is participating in the Take 2 Rebate Program;
  - b. **nbn** is providing a Take 2 Rebate in respect of that Take 2 AVC at the time that the Service Transfer Order is completed; and
  - c. the Service Transfer Order was not performed as part of a Non-Infrastructure Type Transfer,
 then, subject to section D above, the Take 2 Rebate will apply to the AVC supplied to RSP as a result of the Service Transfer for the remainder of the Rebate Period of the original Take 2 AVC (on a pro-rata daily basis to the extent applicable).
25. For clarity:
  - a. Service Transfers Orders placed by RSP (as Gaining RSP) do not form part of the calculation or achievement of any Baseline Number; and



- b. if an AVC is not a Take 2 AVC at the time that a Service Transfer Order placed by RSP (as Gaining RSP) is completed, that AVC cannot resume being a Take 2 AVC under the last row of the table in paragraph 20.

## F. Process to claim

26. **nbn** will apply any Take 2 Rebate payment to an invoice issued to RSP without RSP needing to make a claim. For clarity, such invoice may be an invoice for a Billing Period that occurs after the month to which the Take 2 Rebate payment relates.

## G. Amendments to this letter

27. **nbn** may amend or terminate this letter agreement as follows:
  - a. to make an RSP Favourable Change, by giving one months' notice to RSP;
  - b. to extend the availability of the Take 2 Rebate Program, by giving two months' notice to RSP; or
  - c. to terminate it or to withdraw, suspend or otherwise amend the Take 2 Rebate Program, by giving three months' notice to RSP.

## H. General

28. **nbn** may use and disclose the connection and disconnection dates of Ordered Products at Eligible Premises and the start and end dates of all Rebate Periods (including by using related identifiers as needed) to administer the Take 2 Rebate Program.
29. **nbn** may cease providing RSP with Take 2 Rebates at any time if RSP does not comply with the terms of this letter agreement.
30. RSP must have agreed to the Wholesale Broadband Agreement version 4 with **nbn** to be and remain eligible for the Take 2 Rebate.
31. **nbn** may notify an alternative threshold for the Bounty Incentive Payment, which will apply instead of the threshold in paragraph 3, if:
  - a. RSP became a party to the Wholesale Broadband Agreement on or after 1 September 2021; or
  - b. RSP has not submitted a Connect Order by 1 September 2021.
32. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in the Wholesale Broadband Agreement between RSP and **nbn**.
33. Except as expressly specified, this letter agreement does not vary the Wholesale Broadband Agreement between RSP and **nbn**.
34. Nothing in this letter affects the accrued rights and liabilities of either party under the Wholesale Broadband Agreement between RSP and **nbn**.



35. Clauses H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the Wholesale Broadband Agreement between RSP and **nbn** are incorporated into this letter agreement as though set out in full with references to “Agreement” being read as references to this letter agreement.

Yours sincerely

Jane Witter

General Manager, Wholesale Supply