



## Rebate and Discount Notice

<b>Rebate name:</b>	HFC Installation Options Rebate
<b>Discount name:</b>	NBN Co Professional HFC-NTD Installation Charge Waiver
<b>Date:</b>	22 May 2017

This Notice is provided to Customer as a "Supporting Document" in accordance with the Test Description: **nbn**<sup>TM</sup> HFC Installation Options BRT Description entered into between NBN Co and Customer.

### 1. Background

- 1.1 NBN Co is introducing the Rebate to contribute to Customer's costs associated with Customer managing a Customer Professional Installation – HFC or Customer Dispatch NBN Co Self-Install Kit – HFC for the duration of the HFC Installation Options BRT.
- 1.2 NBN Co is introducing the Discount by waiving the Charge for a NBN Co Professional HFC-NTD Installation in accordance with paragraph 3 below.

### 2. Rebate and availability of Rebate

- 2.1 The Rebate amount will be AU\$26.00 (excluding GST).
- 2.2 The Rebate will apply in the following circumstances:
  - (a) upon a Successful Customer Activation; and
  - (b) upon a Failed Customer Activation provided that the Activation Failure Rate for the relevant calendar month in which the order is Completed is less than or equal to 1.5%.
- 2.3 If the Activation Failure Rate for the relevant calendar month exceeds 1.5%, the Rebate is not applicable to any Completed orders that result in a Failed Customer Activation during that calendar month.
- 2.4 In accordance with clause B2.5 of the Head Terms, NBN Co is entitled to recover, and Customer will repay, Rebates credited to Customers on Completed orders for Customer Managed Installations that result in Failed Customer Activations in respect of any calendar month during which the Activation Failure Rate exceeds 1.5%.



### 3. **Discount and availability of Discount**

3.1 The Charge for an NBN Co Professional HFC-NTD Installation is not applicable during the period that this Notice remains effective.

### 4. **Commencement and Expiry**

4.1 The Rebate and Discount will apply on and from the date the Test Description is executed by both NBN Co and Customer and will expire on the earlier of:

- (a) the date that NBN Co notifies Customer; and
- (b) the Expiry Date of the Test Description.

4.2 NBN Co may amend, suspend, withdraw or extend the Rebate and/or the Discount or otherwise amend the terms of this Notice by giving not less than 10 business days prior notice to Customer.

### 5. **Ordered Products to which the Rebate and Discount Relate**

The Rebate and Discount apply to Connect Orders for NEBS Ordered Products supplied by means of the NBN Co HFC Network, placed during the HFC Installation Options BRT, where the Customer selects a Customer Managed Installation in accordance with the WBA (HFC Installation Options).

### 6. **Process to claim or receive Rebate or Discount**

6.1 NBN Co will apply the Rebate during the relevant calendar month in accordance with paragraph 2 and the billing processes set out in the WBA (HFC Installation Options). No claim for the Rebate is required to be submitted by Customer.

6.2 NBN Co will provide Customer the Discount by omitting or listing as not payable the relevant Charges in Customer's invoices issued under the WBA (HFC) during the period that this Notice remains effective with respect to the Discount.

### 7. **Special terms - definitions**

Unless otherwise defined, capitalised terms used in this Notice have the meanings given to them in the Test Description: **nbn**<sup>™</sup> HFC Installation Options BRT Description and:

- (a) **Activation Failure Rate** means, for a calendar month:
  - (i) the total number of orders submitted by Customer that are Completed in the calendar month that result in Failed Customer Activations;as a percentage of:



- (ii) the total number of orders submitted by Customer that are Completed in the calendar month where the Customer selects a Customer Managed Installation.

For the avoidance of doubt, the order does not need to be submitted within the relevant calendar month;

- (b) **Customer Managed Installation** means:
  - (i) Customer Professional Installation – HFC; or
  - (ii) Customer Dispatch NBN Co Self-Install Kit – HFC.
- (c) **Discount** means the waiver in respect of the Charge for NBN Co Professional HFC-NTD Installations introduced by NBN Co in accordance with the terms and conditions of this Notice.
- (d) **Failed Customer Activation** means the successful activation of NEBS as a result of an NBN Co Professional HFC-NTD Installation following a failed Customer Managed Installation where such failure is attributable to the act or omission of Customer, Downstream Customer or End User;
- (e) **Notice** means this rebate and discount notice (as amended from time to time);
- (f) **Rebate** means the rebate in respect of Customer Managed Installations introduced by NBN Co in accordance with the terms and conditions of this Notice; and
- (g) **Successful Customer Activation** means the successful activation of NEBS as a result of:
  - (i) a Customer Managed Installation; or
  - (ii) an NBN Co Professional HFC-NTD Installation following a failed Customer Managed Installation where such failure is not attributable to the act or omission of Customer, Downstream Customer or End User.

## 8. Continuing engagement

- 8.1 If Customer wants to discuss any aspect of this Notice please contact your Account Manager.