



6 August 2021

Hello,

## **nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus - Take 2 Rebate**

**nbn** is very pleased to offer RSPs the opportunity to participate in **nbn**'s Sky Muster<sup>®</sup> Plus Take 2 rebate program, which applies to the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Product.

The **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Take 2 rebate program aims to increase access to **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus at locations that have not had an **nbn**<sup>®</sup> Ethernet (Satellite) service or **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus service for an extended period and to support upgrades from **nbn**<sup>®</sup> Ethernet (Satellite) to **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus. The program includes rebates for eligible Premises re-connecting to **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus (having previously been connected to **nbn**<sup>®</sup> Ethernet (Satellite) or **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus) and incremental eligible Premises upgrading from **nbn**<sup>®</sup> Ethernet (Satellite) to **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus.

This letter agreement sets out the terms and conditions on which the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Take 2 rebate program is available to your organisation (the **SMP Take 2 Rebate Program**).

Except as expressly set out below, nothing in this letter agreement affects the application of the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement between **nbn** and your organisation or any WBA Access Agreement between **nbn** and your organisation, including with respect to any Fair Use Policy, eligibility to receive **nbn**<sup>®</sup> Ethernet (Satellite) and **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus at particular premises, and ordering and other operational processes. After each Rebate Period (defined below), **nbn** will charge for any Product Components and Product Features that continue being supplied, in accordance with the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement Price List and any applicable Discounts, Credits, Rebates or waivers that apply from time to time.

## **Action required**

Please sign and return this letter agreement to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) within the dates specified in paragraph 2.h to take advantage of this offer. If you would like to execute this letter agreement using DocuSign, please send a request via email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

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. SMP Take 2 Rebates**

1. **nbn** will provide RSP with an SMP Take 2 Rebate:
  - a. for each SMP Take 2 Plan that is supplied to a Reconnect Premises during the Rebate Period (**SMP Take 2 Rebate – Reconnect**); and
  - b. for each SMP Take 2 Plan that is supplied to an Upgrade Premises during the Rebate Period (**SMP Take 2 Rebate – Upgrade**).

This document forms part of the nbn<sup>™</sup> Sky Muster<sup>™</sup> Plus Interim Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.



**Note:** For clarity, if an SMP Take 2 Plan is disconnected during the Rebate Period, the SMP Take 2 Rebate will not be payable to RSP for the month in which, or after which, the SMP Take 2 Plan is disconnected.

2. In this letter agreement:

- a. SMP Take 2 Rebate means the monthly rebate amounts payable during the applicable Rebate Period, as set out in Table 1 below (which vary depending on the SMP Take 2 Plan's Eligible SMP Plan Type).

Eligible SMP Plan Type <sup>1</sup>		SMP Take 2 Rebate monthly rebate amount
Plan configuration ordered by RSP	Peak Period Metered Data Allowance and Off-peak Period Metered Data Allowance (each) <sup>2</sup>	
<b>25GB+ Plan (no Data Blocks)</b>	<b>25GB</b>	\$10
25GB+ Plan, where RSP has acquired Data Blocks	30GB	
	35GB	
	40GB	
	45GB	
<b>50GB+ Plan (no Data Blocks)</b>	<b>50GB</b>	\$13
50GB+ Plan, where RSP has acquired Data Blocks	55GB	
	60GB	
	65GB	
	70GB	
	75GB	
	80GB	
	85GB	
	90GB	
	95GB	
<b>100GB+ Plan (no Data Blocks)</b>	<b>100GB</b>	\$20
100GB+ Plan, where RSP has acquired Data Blocks	105GB	
	110GB	
	115GB	
	120GB	
	125GB	
	130GB	
	135GB	
	140GB	
	145GB	
<b>150GB+ Plan (no Data Blocks)</b>	<b>150GB</b>	\$25
<b>24x7 Uncapped Data Usage – Burst 100<sup>3</sup></b>	<b>N/A</b>	\$25

**Table 1: Rebate amounts for each SMP Take 2 Plan, depending on Eligible SMP Plan Type**

**Notes:**

- For clarity, **nbn** will not adjust any Rebate to account for any Top-Ups supplied in connection with a Plan.
- Refer to the **nbn**® Sky Muster® Plus Product Description in the **nbn**® Sky Muster® Plus Interim Agreement for further information, including the specific limitations in sections 1, 4 and 12 of that document.



3. This Eligible SMP Plan Type is only available on and from the date it is launched as a Plan under the **nbn**® Sky Muster® Plus Interim Agreement. The expiry of the last Campaign Period under paragraph 2.h is scheduled to occur before the launch of this Plan. Accordingly, **nbn** does not expect to receive any SMP Take 2 Order for this Eligible SMP Plan Type, but does expect it may receive modifications to and from this Eligible SMP Plan Type and other Eligible SMP Plan Types during a Rebate Period for an SMP Take 2 Plan, in which case, paragraph 8 will apply.

b. **SMP Take 2 Plan** means a Plan that is supplied as a result of an SMP Take 2 Order.

c. **SMP Take 2 Order** means:

- i. for a Reconnect Premises, the first Connect Order for an Eligible SMP Plan Type that is completed by **nbn** during the Campaign Period; or
- ii. for an Upgrade Premises, the first Upgrade Order for an Eligible SMP Plan Type that is completed by **nbn** during the Campaign Period and after RSP has reached the Baseline Number.

**Notes:**

1. For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not an SMP Take 2 Order.
2. For clarity, a rebate will not apply where a Connect Order or Upgrade Order is received before the Campaign Period ends but is not completed by **nbn** until after the Campaign Period ends.

d. **Reconnect Premises** means a Premises that **nbn** has determined is eligible for the SMP Take 2 Rebate Program, as notified to RSP;

e. **Upgrade Premises** means a Premises at which **nbn** is supplying **nbn**® Ethernet (Satellite), as assessed when **nbn** acknowledges a relevant Upgrade Order.

f. **Upgrade Order** means a Service Transfer Order for the modification of an **nbn**® Ethernet (Satellite) product within the meaning of either paragraph (b) or (c) of the definition of “Service Transfer”, where the relevant **nbn**® Ethernet (Satellite) product was supplied continuously to RSP or the Other Losing RSP (as the case may be) for a period of no less than 1 month prior to the date of the Service Transfer Order.

**Note:** It is RSP’s responsibility to verify whether a Service Transfer Order constitutes an Upgrade Order. **nbn** is not obliged to provide an SMP Take 2 Rebate - Upgrade for a Service Transfer Order that is not an Upgrade Order even if RSP genuinely believes that it is, e.g. due to incorrect information being received from a Contracted End User about a previous service supplied to them.

g. **Rebate Period** means:

- i. for an SMP Take 2 Rebate - Reconnect, the first 12 months during which the SMP Take 2 Plan is supplied (from the date that the relevant SMP Take 2 Order is Completed); or
- ii. for an SMP Take 2 Rebate - Upgrade, the first 6 months during which the SMP Take 2 Plan is supplied (from the date that the relevant SMP Take 2 Order is Completed).

h. **Campaign Period** means:

- i. in respect of the SMP Take 2 Rebate – Reconnect, the following periods as applicable to RSP:

A)

The dates between which RSP returns a signed letter agreement to <b>nbn</b>	Campaign Period
6 August 2021 — 20 August 2021	1 September 2021 — 28 February 2022



The dates between which RSP returns a signed letter agreement to <b>nbn</b>	Campaign Period
1 February 2022 — 20 February 2022*	1 March 2022 — 31 August 2022*
1 August 2022 — 20 August 2022*	1 September 2022 — 28 February 2023*

*\* Note: These dates and Campaign Periods are subject to change or withdrawal, and may not be available as part of the SMP Take 2 Rebate Program. **nbn** intends to review the SMP Take 2 Rebate Program (including as it relates to the SMP Take 2 Rebate – Reconnect) every 6 months and notify RSP of any proposed extensions or changes in accordance with paragraph 17. If any change is notified, the Campaign Periods set out in the second and third rows of the table above may not immediately follow the first Campaign Period (or each other).*

- B) 1 March 2023 to 31 March 2023, provided that RSP agrees in writing by 7 February 2023 for this paragraph 2.h.i.B) to be incorporated into this letter agreement on 1 March 2023; and
  - C) 1 April 2023 to 31 May 2023.
- ii. in respect of the SMP Take 2 Rebate – Upgrade, the period from:
- A) 1 September 2021 to 30 November 2021, provided that RSP returns a signed letter agreement to **nbn** between 6 August 2021 and 20 August 2021;
  - B) 1 June 2022 to 31 August 2022, provided that RSP agrees in writing by 11 May 2022, for this paragraph 2.h.ii.B) to be incorporated into this letter agreement on 1 June 2022; and
  - C) 1 September 2022 to 30 September 2022.
- i. **Eligible SMP Plan Type** means any of the ordered Plan configurations as set out in Table 1.
  - j. **Baseline Number** has the meaning given to that term in section B, below.
  - k. **SSBI Letter Agreement** means the School Student Broadband Initiative Letter Agreement dated 29 November 2022.

## B. Baseline Numbers (SMP Take 2 Rebate – Upgrade only)

- 3. For the purposes of the SMP Take 2 Rebate – Upgrade, a single monthly “baseline number” will apply in each month within the Campaign Period, which number will be notified by **nbn** within a reasonable period following the start of the Campaign Period (each, a **Baseline Number**).
- 4. If **nbn** extends the Campaign Period for the SMP Take 2 Rebate – Upgrade, **nbn** may notify a new Baseline Number to apply on a monthly basis within any such extended Campaign Period.
- 5. RSP will have reached the Baseline Number applicable to an Upgrade Order completed in a month if **nbn** has completed a total number of Upgrade Orders from RSP in that month equivalent to the Baseline Number.

## C. Pro-rations

- 6. If the Rebate Period for an SMP Take 2 Plan starts during a month, the SMP Take 2 Rebate for that SMP Take 2 Plan will be applied on a pro-rata daily basis on that date for the remainder of that month.
- 7. If the Rebate Period for an SMP Take 2 Plan ends during a month, the SMP Take 2 Rebate for that SMP Take 2 Plan will be applied on a pro-rata daily basis for the part of the month before that date.



8. If RSP modifies an SMP Take 2 Plan during its Rebate Period to change between Eligible SMP Plan Types, the SMP Take 2 Rebate will be applied by reference to the applicable SMP Take 2 Rebate monthly amount (as set out in Table 1), having regard to the Eligible SMP Plan Type before and after the Modify Order is Completed, on a pro rata daily basis.
9. If RSP submits a Disconnect Order for an SMP Take 2 Plan during its Rebate Period:
  - a. the SMP Take 2 Rebate will be applied on a pro rata daily basis for the part of the month before the Disconnect Order is Completed; and
  - b. no SMP Take 2 Rebate will apply for the remainder of the Rebate Period.

#### D. Service Transfers

10. If an SMP Take 2 Plan supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the SMP Take 2 Plan (such that RSP is the Losing RSP), the SMP Take 2 Rebate will cease to apply on and from the date the service transfer is completed.
11. If an SMP Take 2 Plan supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the SMP Take 2 Plan (such that RSP is the Losing RSP), and RSP subsequently places a Transfer Reversal in respect of that SMP Take 2 Plan, then on and from the date the Transfer Reversal is completed, and subject to section C above, the SMP Take 2 Rebate will apply to that SMP Take 2 Plan for the remainder of the Rebate Period of the original SMP Take 2 Plan (on a pro-rata daily basis to the extent applicable).
12. If:
  - a. RSP is participating in the SMP Take 2 Rebate Program and is the Gaining RSP for a Service Transfer Order relating to an SMP Take 2 Plan supplied to an Other Losing RSP;
  - b. **nbn** is providing an SMP Take 2 Rebate to the Other Losing RSP in respect of that SMP Take 2 Plan 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 C above, the SMP Take 2 Rebate will apply to the SMP Plan supplied to RSP as a result of the Service Transfer Order for the remainder of the Rebate Period of the original SMP Take 2 Plan (on a pro-rata daily basis to the extent applicable).
13. For clarity, Service Transfers Orders in respect of SMP Take 2 Plans, placed by RSP (as Gaining RSP), do not form part of the calculation or achievement of any Baseline Number.

#### E. Payment

14. **nbn** will automatically apply any SMP Take 2 Rebate payment to invoices issued to RSP without any claim by RSP.
15. If **nbn** assesses that RSP has received an SMP Take 2 Rebate where it otherwise has not met the requirements to receive that SMP Take 2 Rebate under this letter agreement, **nbn** may require RSP to repay any SMP Take 2 Rebate, reduce the amount of any SMP Take 2 Rebate, or to not provide any SMP Take 2



Rebate to RSP. **nbn** may adjust an invoice issued to RSP accordingly or require repayment of any amount to the extent necessary.

16. For clarity, any invoice referred to in this section E may be an invoice for a Billing Period that occurs after the month to which the SMP Take 2 Rebate payment relates.

## F. Interaction with other Discounts, Credits, Rebates and Waivers

17. Nothing in this letter agreement affects the operation of the SSBI Letter Agreement.

**Note:** Where an Eligible SMP Plan Type is supplied to a Premises that is eligible for both an SMP Take 2 Rebate and a rebate under the SSBI Letter Agreement:

- paragraph 7 of the SSBI Letter Agreement specifies that only the rebate under the SSBI Letter Agreement will apply; and
- consequently, if RSP receives, or has already received, an SMP Take 2 Rebate in respect of the relevant Eligible SMP Plan Type, paragraph 15 will apply.

## G. Amendments to this letter

18. **nbn** may amend or terminate this letter agreement as follows:

- a. to make an RSP Favourable Change, by giving one month's notice to RSP;
- b. to extend the availability of the SMP Take 2 Rebate Program, by giving two months' notice to RSP; or
- c. to terminate it or to withdraw, suspend or otherwise amend the SMP Take 2 Rebate Program, by giving three months' notice to RSP, or immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## H. General

19. **nbn** may use and disclose details of Ordered Products supplied under the **nbn**® Sky Muster® Plus Interim Agreement or WBA Access Agreement at Reconnect Premises and Upgrade Premises (such as connection and disconnection dates) and the start and end dates of all Rebate Periods (including by using related identifiers as needed) to administer the SMP Take 2 Rebate Program.
20. **nbn** may cease providing RSP with SMP Take 2 Rebates at any time if RSP does not comply with the terms of this letter agreement.
21. The acknowledgement by **nbn** of any SMP Take 2 Order during the applicable Campaign Period is subject to the availability of each of the relevant **nbn**® Sky Muster® Plus Product Components, Plan Sub-features and Product Features at the time at which RSP places that SMP Take 2 Order.
22. RSP must have agreed to the WBA Access Agreement version 4 and the **nbn**® Sky Muster® Plus Interim Agreement with **nbn** to be and remain eligible for the SMP Take 2 Rebate.
23. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in the WBA Access Agreement and **nbn**® Sky Muster® Plus Interim Agreement between RSP and **nbn**. Where capitalised terms are defined in both agreements, the meaning given to such terms in the **nbn**® Sky Muster® Plus Interim Agreement will be given precedence.
24. Except as expressly specified, this letter agreement does not vary the WBA Access Agreement, **nbn**® Sky Muster® Plus Interim Agreement, or the SSBI Letter Agreement between RSP and **nbn**.



25. Nothing in this letter affects the accrued rights and liabilities of either party under the WBA Access Agreement, **nbn**® Sky Muster® Plus Interim Agreement, or the SSBI Letter Agreement between RSP and **nbn**.
26. Clauses H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA Head Terms, as those clauses are incorporated into the **nbn**® Sky Muster® Plus Interim Agreement between **nbn** and RSP, 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