

10 December 2025

nbn[®] Sky Muster[®] Upgrade Rebate

nbn is introducing the Sky Muster[®] Upgrade Rebate program for eligible Premises upgrading from **nbn**[®] Ethernet (Satellite) to eligible **nbn**[®] Sky Muster[®] Plus plans. This letter agreement sets out the terms and conditions on which the **nbn**[®] Sky Muster[®] Upgrade Rebate program is available to your organisation (the **SM Upgrade Rebate Program**).

Except as expressly set out below, nothing in this letter agreement affects the application of the **nbn**[®] Sky Muster[®] Plus Interim Agreement between **nbn** and your organisation or WBA Access Agreement between **nbn** and your organisation, including with respect to any Fair Use Policy, eligibility to receive **nbn**[®] Ethernet (Satellite) and **nbn**[®] Sky Muster[®] 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 **nbn** continues to supply, in accordance with the **nbn**[®] Sky Muster[®] Plus Interim Agreement Price List and any applicable Discounts, Credits, Rebates or waivers that apply from time to time.

Action required

If you wish to participate in the SM Upgrade Rebate Program, please contact Customer_Contracting@nbnco.com.au to request for an executable version of this letter agreement to be signed and returned to Customer_Contracting@nbnco.com.au.

Further information

If you have any queries, please contact your **nbn** Account Team or Customer_Contracting@nbnco.com.au.



A. SM Upgrade Rebates

1. Subject to the terms of this letter agreement, **nbn** will provide RSP with a rebate for each SM Upgrade Plan that is supplied to an Upgrade Premises, for the duration of the Rebate Period (**SM Upgrade Rebate**).
2. The SM Upgrade Rebate is payable per month during the applicable Rebate Period, which amount varies depending on the Upgrade Path as set out in Table 1 below:
 - a.

nbn® Ethernet (Satellite) product	Eligible SMP Plan	SM Upgrade Rebate monthly rebate amount
Sky Muster 12/1	24x7 Uncapped Data Usage – 25	\$7
Sky Muster 12/1	24x7 Uncapped Data Usage – 50	\$10
Sky Muster 25/5	24x7 Uncapped Data Usage – 25	\$4
Sky Muster 25/5	24x7 Uncapped Data Usage – 50	\$7

Table 1: Rebate amounts for each SM Upgrade Plan, depending on the Upgrade Path

3. In this letter agreement:
 - a. **SM Upgrade Plan** means:
 - i. an Eligible SMP Plan supplied to RSP as a result of an SM Upgrade Order;
 - ii. an Eligible SMP Plan supplied to RSP as a result of completed Service Transfer Order where the RSP is the Gaining RSP, provided that the Plan supplied to the Other Losing RSP prior to the Service Transfer Order was an “SM Upgrade Plan” under a letter agreement between nbn and that Other Losing RSP on substantially similar terms as this letter agreement; or
 - iii. where (i) or (ii) of this definition had been met, any Eligible SMP Plan that is supplied as a result of any Modify Order completed during the applicable Rebate Period.
 - b. **SM Upgrade Order** means the first Upgrade Order for an Eligible SMP Plan that is:
 - i. accepted by **nbn** during the Campaign Period;
 - ii. completed on or before 30 June 2027

Note: For clarity, a Non-Infrastructure Type Transfer (or “Non Infrastructure Transfer”) is not an SM Upgrade Order.

- c. **Upgrade Premises** means a Premises at which **nbn** is supplying an **SM Upgrade Plan**.
- d. **Upgrade Order** means a Service Transfer Order that is a Connect Order for Service Transfer involving the upgrade of an nbn® Ethernet (Satellite) product to a Sky Muster® Plus Ordered Product (within the meaning of either paragraph (b) or (c) of the definition of “Service Transfer” under the Dictionary of the Sky Muster® Plus Interim Agreement between nbn and RSP), provided that:



- i. prior to the date of the Service Transfer Order nbn had been supplying the relevant nbn[®] Ethernet (Satellite) Ordered Product to the RSP or the Other Losing RSP (as the case may be) for a continuous period of no less than 1 month and the bandwidth profile for the nbn[®] Ethernet (Satellite) Ordered Product had remain unchanged in that 1-month period; and
 - ii. The ordered Sky Muster[®] Plus Plan is an Eligible SMP Plan.
- e. **Campaign Period and Rebate Period mean the following periods as specified in Table 2 below:**

SM Upgrade Rebate	Campaign Period*	Rebate Period
SM Upgrade Rebate	1 February 2026 – 30 June 2026	12 months starting from the date the relevant Upgrade Order is Completed

Table 2: Campaign Period and Rebate Period

- f. **Eligible SMP Plan** means the 24x7 Uncapped Data Usage – 25 Plan or the 24x7 Uncapped Data Usage – 50 Plan under the Sky Muster[®] Plus Interim Agreement between nbn and RSP.
 - g. **SSBI Letter Agreement** means the School Student Broadband Initiative Letter Agreement dated 29 November 2023 or any subsequent rebate and waiver offers relating to a school student broadband initiative.
 - h. **Upgrade Path** means any one of the four possible options to upgrade from nbn[®] Ethernet (Satellite) product to a Sky Muster[®] Plus Ordered Product with an Eligible SMP Plan.
4. RSP must execute and return this letter agreement before 16 January 2026.
5. In the event there is any increase in the recurring Charge for the Plan Product Component of an Eligible SMP Plan within any Rebate Period, nbn will increase the value of the applicable SM Upgrade Rebate by the differential between the new Plan price and the previous Plan’ price for the balance of the Rebate Period.
6. RSP must apply for, be accepted into, and actively participate in, the applicable Marketing Development Fund (MDF) program for the SM Upgrade Rebate Program as notified by nbn. RSP must fulfil all participation requirements for the applicable MDF program during the Campaign Period to be eligible for any SM Upgrade Rebate.

B. Pro-rations

- 7. If the Rebate Period for an SM Upgrade Plan starts during a month, the SM Upgrade Rebate for that SM Upgrade Plan will be applied on a pro-rata daily basis on that date for the remainder of that month.
- 8. If the Rebate Period for an SM Upgrade Plan ends during a month, the SM Upgrade Rebate for that SM Upgrade Plan will be applied on a pro-rata daily basis for the part of the month before that end date.
- 9. If RSP modifies an SM Upgrade Plan during its Rebate Period, the following consequences will apply:

Status of SM Upgrade Plan after Modify Order is Completed	Consequences for any applicable SM Upgrade Rebate
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<p>The SM Upgrade Plan consists of a different Eligible SMP Plan</p>	<p>The SM Upgrade Rebate will be calculated separately on a pro-rata daily basis for the parts of the Rebate Period before and after the Modify Order is Completed, based on the Eligible SMP e Plan supplied during each such period of time and the applicable SM Upgrade Rebate monthly amount set out in Table 1.</p>
<p>Stops being an SM Upgrade Plan because it is modified to have a Plan that is a 24x7 Uncapped Data Usage – 100 Plan</p>	<p>The SM Upgrade Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No SM Upgrade Rebate will apply for the remainder of the Rebate Period.</p> <p>If subsequently the Ordered Product is modified to have a Plan that is an Eligible SMP Plan, then SM Upgrade Rebate will be payable for the remaining part of the Rebate Period (if any) after the Modify Order is Completed, which amount will be based on the applicable SM Upgrade Rebate monthly amount set out in Table 1, calculated on a pro-rata daily basis.</p>

2. Table 3: Consequences of modifying an SM Upgrade Plan

- 10. If RSP submits a Disconnect Order for an SM Upgrade Plan during its Rebate Period:
 - a. the SM Upgrade 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 SM Upgrade Rebate will apply for the remainder of the Rebate Period.

C. Service Transfers

- 11. If an SM Upgrade Plan supplied to RSP is subject to a Service Transfer Order placed by an Other RSP during the Rebate Period of the SM Upgrade Plan (such that RSP is the Losing RSP), the SM Upgrade Rebate will cease to apply on and from the date the Service Transfer Order is completed.
- 12. If an SM Upgrade Plan supplied to RSP is subject to a Service Transfer Order placed by an Other RSP during the Rebate Period of the SM Upgrade Plan (such that RSP is the Losing RSP), and RSP subsequently places a Transfer Reversal in respect of that SM Upgrade Plan, then on and from the date the Transfer Reversal is completed, and subject to this letter agreement, the SM Upgrade Rebate will apply to that SM Upgrade Plan for the remainder of the Rebate Period on a pro-rata daily basis.
- 13. If:
 - a. RSP is participating in the SM Upgrade Rebate Program and is the Gaining RSP for a Service Transfer Order relating to an SM Upgrade Plan supplied to an Other Losing RSP under a letter agreement between nbn and that Other Losing RSP on substantially similar terms as this letter agreement;



- b. the Service Transfer Order is completed; and
- c. the Service Transfer Order was not performed as part of a Non-Infrastructure Type Transfer (or “Non Infrastructure Transfer”),

then, subject to this letter agreement, any SM Upgrade Rebate that would otherwise have been payable to the Other Losing RSP for the remainder of the Rebate Period will be provided instead to the RSP for the remainder of the Rebate Period, calculated on a pro-rata daily basis.

D. Payment

- 14. **nbn** will automatically apply any SM Upgrade Rebate payment to invoices issued to RSP without any claim by RSP.
- 15. If **nbn** assesses that RSP has received an SM Upgrade Rebate where it otherwise has not met the requirements to receive that SM Upgrade Rebate under this letter agreement, including pursuant to section E, **nbn** may require RSP to repay any SM Upgrade Rebate, reduce the amount of any SM Upgrade Rebate, or refuse to provide any SM Upgrade Rebate to RSP. Without limiting this paragraph, **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 D may be an invoice for a Billing Period that occurs after the month to which the SM Upgrade Rebate payment relates.

E. Interaction with other Discounts, Credits, Rebates and Waivers

- 17. Where, in respect of the same Sky Muster® Plus Ordered Product supplied to a Premises, RSP is eligible for both an SM Upgrade Rebate and a rebate under the SSBI Letter Agreement, the RSP will be entitled to the rebate under the SSBI Letter Agreement only.

F. Amendments to this letter

- 18. **nbn** may amend or terminate this letter agreement as follows:
 - a. to make an RSP Favourable Change or extend the availability of the SM Upgrade Rebate Program, by giving 10 Business Days’ notice to RSP; or
 - b. to terminate it or to withdraw, suspend or otherwise amend the SM Upgrade Rebate Program, by giving one month’s notice to RSP, or immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

G. General

- 19. **nbn** may use and disclose details of Ordered Products supplied under the **nbn**® Sky Muster® Plus Interim Agreement between nbn and RSP, or WBA Access Agreement between nbn and RSP (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 SM Upgrade Rebate Program.

20. **nbn** may cease providing RSP with SM Upgrade Rebates at any time if RSP does not comply with the terms of this letter agreement.
21. The acknowledgement by **nbn** of any Upgrade 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 Upgrade Order.
22. RSP must have agreed to the latest version of the Wholesale Broadband Agreement and the **nbn**® Sky Muster® Plus Interim Agreement with **nbn** to be and remain eligible for the SM Upgrade 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 any 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 any 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.

