

Pending amendments to the Discounts, Credits and Rebates List

26 November 2019



This document does not form part of any Wholesale Broadband Agreement or any Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Copyright

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of **nbn**. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by **nbn** in writing.

Copyright © 2019 nbn co limited. All rights reserved. Not for general distribution.

Disclaimer

This document is provided for information purposes only. The recipient must not use this document other than with the consent of **nbn** and must make its own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing **nbn**'s final position on the subject matter of this document, except where stated otherwise. Any requirements of **nbn** or views expressed by **nbn** in this document may change as a consequence of **nbn** finalising formal technical specifications, or legislative and regulatory developments.

Environment

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

Background

nbn proposes to make the amendments marked in this document to the Discounts, Credits and Rebates List on 1 January 2020. Note the clause number scheme represented in this rider may not match the eventual number scheme that will appear in the published document.

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
45	Hot 100 AVC Credit	<p>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:</p> <ul style="list-style-type: none"> 100 Mbps downstream (PIR) / 40 Mbps upstream (PIR) 25-100 Mbps downstream (PIR) / 5-40 Mbps upstream (PIR). 	1 January 2020 – 30 June 2020	See section 45.5	See section 45
46	Hot 100 Overage Waiver	<p>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:</p> <ul style="list-style-type: none"> 100 Mbps downstream (PIR) / 40 Mbps upstream (PIR) 25-100 Mbps downstream (PIR) / 5-40 Mbps upstream (PIR). 	1 January 2020 – 30 June 2020	See section 46.4	See section 46

* **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 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 30 June 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:

<u>AVC TC-4 downstream Mbps (PIR)</u>	<u>AVC TC-4 upstream Mbps (PIR)</u>
<u>25–100</u>	<u>5–40</u>
<u>100</u>	<u>40</u>

(iv) **Bundled AVC** has the meaning given to that term in section 22.1(d)(ii) or any replacement Discount introduced into the Discount, Credits and Rebates List;

(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.

Part C: Details and conditions

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.

Part C: Details and conditions

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**TM 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.

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.

Part C: Details and conditions

(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.