



8 February 2022

Hello,

## New Master Campaign Terms and related Discounts, Credits, Rebates and Waivers

Following the RSP briefing on 3 February 2022, **nbn** is pleased to provide your organisation the documentation for the new base management Campaign Discount framework for the Step Up and Light Up campaigns.

### Campaign Discounts

Throughout 2020 and 2021, usage on the **nbn**<sup>TM</sup> Network has increased as Australians have adjusted their ways of working and living to meet the challenges posed by the COVID-19 pandemic.

Changes in usage patterns arising from the COVID-19 pandemic during 2020 and 2021 mean that some customers are on plans that are no longer well suited to their needs, whilst there are other customers who do not have an active **nbn** connection who could benefit from the **nbn** Network. To help retail service providers work with these customers to choose higher speed plans or connect new customer to services that may better suit their needs, **nbn** is offering your organisation the following three new Campaign Discounts, on the terms set out in Attachment A and this letter agreement:

- a) Step Up 50/20 Campaign Discount;
- b) Light Up Boost Campaign Discount; and
- c) Light Up New Devs Campaign Discount.

### New Master Campaign Terms

Due to the way **nbn** administers base management Rebates, **nbn** has previously asked RSPs to sign agreements to participate in each campaign, for example the Focus on Fast Rebate.

Based on feedback from RSPs, **nbn** is simplifying the effort and resources required to participate in future campaigns by:

1. introducing a framework for Campaign Discounts, where all standard terms are included in a 'Master Campaign Terms' section of the **nbn**<sup>TM</sup> Ethernet Discounts, Credits and Rebates Annexure. As these terms won't regularly change from one campaign to another, this should reduce the amount of review RSPs need to do for each subsequent Campaign Discount;
2. adopting a pro-forma template for the terms and conditions for each Campaign Discount, which should make each Campaign Discount easier to understand and quicker to review; and
3. ensuring RSPs only need to sign once. Once RSPs sign this letter agreement, RSP will be opted into each future Campaign Discount and will not be required to sign any further opt in agreement.

Attachment A sets out a new set of Master Campaign Terms that will apply to the above and all future Campaign Discounts.

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



**nbn** encourages your organisation to have regard to the ACCC's Broadband Speed Claims Guidelines and its Australian Consumer Law obligations in marketing and supplying higher speed tier services to customers. Except as expressly set out in this letter agreement, nothing in this letter agreement varies or affects the application of the Wholesale Broadband Agreement between **nbn** and your organisation.

## Action required

Please request an executable of this letter agreement and sign and return to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) by **22 February 2022** to take advantage of this offer on the terms set out in this letter agreement. If you would like to execute this letter agreement using DocuSign, please request this 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 about this letter agreement, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

## General

1. RSP must have agreed to Wholesale Broadband Agreement version 4 with **nbn** to be eligible for any Campaign Discount.
2. By entering into this letter agreement, RSP's Wholesale Broadband Agreement will be amended by inserting Part D, and Modules B3 and C2 as set out in Attachment A into the **nbn**<sup>™</sup> Ethernet – Discounts, Credits and Rebates Annexure to the **nbn**<sup>™</sup> Ethernet Price List.
3. 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** or are as set out in Attachment A.
4. By entering into this letter agreement, RSP acknowledges and agrees that, for the purposes of clause D1.2(a)(i)(G) and D1.2(a)(ii) of the Wholesale Broadband Agreement, **nbn** may use and disclose Confidential Information of RSP for the purpose set out in section D1.1.10 of the Master Campaign Terms and includes, for the avoidance of doubt, disclosure to an Other RSP.
5. **nbn**'s rights to amend the Master Campaign Terms in section D1.1.10 are in addition to **nbn**'s rights under clause F4.9 of the Wholesale Broadband Agreement Head Terms.
6. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the Wholesale Broadband Agreement between RSP and **nbn**.
7. 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



## Executed as an agreement

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Executed by **nbn co limited ABN 86 136 533 741** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

---

Name of authorised representative

---

Name of authorised representative

---

Date of signature

---

Date of signature

---

Executed by **[insert name of RSP] [insert ABN of RSP]** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

---

Name of authorised representative

---

Date of signature

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Date of signature



## Attachment A

# **nbn**<sup>™</sup> Master Campaign Terms + Step Up & Light Up Campaign Terms



## Part D Master Campaign Terms

**Note:** The following Master Campaign Terms apply to Discounts, Credits, Rebates and Waivers set out in Module B3 and Module C2 of this document.

### D1.1 Terms

#### D1.1.1 Application of these Master Campaign Terms

- (a) **nbn** will make each Campaign Discount available for the applicable Campaign Period in accordance with and subject to the Campaign Terms and these Master Campaign Terms.
- (b) To the extent of any inconsistency between these Master Campaign Terms and the Campaign Terms, these Master Campaign Terms will prevail, except where expressly provided otherwise in the Campaign Terms.
- (c) If RSP entered into this Agreement on or before 22 February 2022, RSP will only be entitled to participate and receive the benefit of a Campaign Discount from the date that is 10 Business Days after the date on which RSP signed and returned to **nbn** the Master Campaign Terms side letter in accordance with the terms set out in that side letter. RSP will not be entitled to a Campaign Discount in respect of any AVC that would have otherwise become eligible for that Campaign Discount as a result of an order by RSP that is Completed prior to the date on which RSP is first entitled to participate and receive the benefit of that Campaign Discount.

#### D1.1.2 Performance Target

- (a) This section D1.1.2 applies for each Campaign Discount that is subject to RSP meeting or exceeding a Performance Target.

**Note:** A Performance Target may be a baseline number, base ratio or other performance target specified in the Campaign Terms.

- (b) Where a Campaign Discount is subject to RSP meeting or exceeding a Performance Target:
  - (i) **nbn** will notify RSP of the Performance Target (or Performance Targets) for that Campaign Discount by the later of:
    - (A) 30 days before the start of the Performance Period during which RSP is first entitled to participate and receive the benefit of that Campaign Discount;
    - (B) 10 Business Days after RSP opts into these Master Campaign Terms by either signing and returning to **nbn** the Master Campaign Terms side letter or entering into this Agreement; and

(C) the date on which the relevant Campaign Discount is introduced; and

(ii) **nbn** may amend the Performance Target for that Campaign Discount by notifying RSP at least 30 days before the start of the first Performance Period in respect of which that amended Performance Target will apply.

*Note: nbn may provide an initial anticipated Performance Target for a Campaign Discount. That target may be reviewed and revised before the final Performance Target is notified in accordance with section D1.1.2(b).*

(c) RSP may request that **nbn** provide two separate sets of Performance Targets to RSP to apply to the Campaign Discount for each of the following two categories of Product Components (each category, a **Segment**):

(i) **nbn**<sup>TM</sup> Ethernet Product Components to be used as inputs to RSP Products supplied to one or more Downstream Service Providers; and

(ii) **nbn**<sup>TM</sup> Ethernet Product Components to be used as inputs to all other RSP Products that are to be supplied by RSP directly to an End User.

(d) A request by RSP under section D1.1.2(c) must be accompanied by such information about the proposed Segments as reasonably required by **nbn**.

(e) **nbn** may, in its discretion, accept or reject a request under section D1.1.2(c). If **nbn** accepts such a request, **nbn** will provide separate Performance Targets for each of the two Segments.

(f) RSP may, at any time after **nbn** commences providing separate Performance Targets under section D1.1.2(e), request that **nbn** reverts back to providing a single Performance Target. **nbn** may, in its discretion, accept or reject such request.

(g) If **nbn** accepts a request to provide separate Performance Targets under section D1.1.2(e), or to revert back to providing a single Performance Target under section D1.1.2(f), **nbn** will do so from the next Performance Period following **nbn**'s acceptance of that request.

### D1.1.3 Bonus Incentive

(a) **nbn** may offer RSP a Bonus Incentive in connection with a Campaign Discount in accordance with the Campaign Terms.

(b) Subject to the Campaign Terms, if **nbn** offers a Bonus Incentive, that Bonus Incentive will be paid in arrears and otherwise in accordance with section D1.1.5 of these Master Terms.

### D1.1.4 Eligible Premises

Where the Campaign Terms state that a list of Eligible Premises is to be provided:

(a) **nbn** will notify RSP from time to time of the Eligible Premises for the Campaign Discount; and

- (b) for an AVC to be an Eligible AVC for the Campaign Discount, that AVC must be supplied to an Eligible Premises.

#### D1.1.5 Process to claim and pro ration

- (a) Unless otherwise specified in the Campaign Terms, **nbn** will apply any Campaign Discount amount 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 other than the Billing Period to which the relevant Campaign Discount relates.
- (b) If the Discount Period for an Eligible AVC starts during a Billing Period, the Campaign Discount for that Eligible AVC will be applied on a pro-rata daily basis on that date and for the remainder of that Billing Period.
- (c) If the Discount Period for an Eligible AVC ends during a Billing Period, the Campaign Discount for that Eligible AVC will be applied on a pro-rata daily basis for the part of the Billing Period before that date.

#### D1.1.6 Service Transfer Orders in respect of Eligible AVCs receiving a Campaign Discount

- (a) Where an Eligible AVC is supplied to RSP as a result of a Service Transfer Order, a reference in these Master Campaign Terms or any Campaign Terms to that Eligible AVC is deemed to also include, where the context so requires, each AVC supplied to RSP or an Other RSP that was disconnected as a result of a Service Transfer Order and has been replaced (directly or indirectly) by that Eligible AVC.
- (b) If an Eligible AVC supplied to RSP is subject to a Service Transfer Order placed by an Other RSP during the Discount Period of the Eligible AVC (such that RSP is the Losing RSP):
  - (i) the Campaign Discount will stop applying on and from the date the Service Transfer Order is completed; and
  - (ii) if RSP subsequently places a Transfer Reversal in respect of that Eligible AVC, then, on and from the date the Transfer Reversal is completed, the Campaign Discount will apply to that Eligible AVC for the remainder of the Discount Period (on a pro-rata daily basis to the extent applicable).
- (c) If:
  - (i) RSP submits a Service Transfer Order for an AVC;
  - (ii) **nbn** applied a Campaign Discount to that AVC prior to that Service Transfer Order and RSP is participating in that Campaign Discount at the time that Service Transfer Order is Completed;
  - (iii) the Service Transfer Order was completed during the Discount Period for that AVC; and
  - (iv) the Service Transfer Order was not performed as part of a Non-Infrastructure Type Transfer,

the Campaign Discount will be treated as if it is transferred to the AVC that is supplied to RSP as a result of the Service Transfer Order, and accordingly:

- (v) the Campaign Discount will apply to the AVC supplied to RSP as a result of the Service Transfer Order on the same basis as it applied to that AVC prior to the Service Transfer Order; and
- (vi) notwithstanding anything in the Campaign Terms for the relevant Campaign Discount, the Discount Period for that AVC will be the same as the Discount Period for that Campaign Discount that first applied to that AVC prior to that Service Transfer Order.

#### D1.1.7 Modify Orders and other changes affecting eligibility for a Campaign Discount

- (a) If, during the Discount Period, an AVC that was an Eligible AVC or was an AVC to which section D1.1.6(c) applies no longer meets the requirements of the Campaign Discount and ceases to be an Eligible AVC (including where an Eligible AVC is modified during the Discount Term to an ineligible bandwidth profile) then, subject to the Campaign Terms, **nbn** may in its discretion:
  - (i) pause any further application of the Campaign Discount with respect to that AVC for such time as that AVC is no longer an Eligible AVC; or
  - (ii) cease any further payment of the Campaign Discount with respect to that AVC for the remainder of the Discount Period.
- (b) Any Campaign Discount which RSP was eligible for prior to the date an Eligible AVC ceased to be an Eligible AVC, will be applied on a pro rata daily basis for the part of the Billing Period before that Eligible AVC ceased to be an Eligible AVC.
- (c) In no circumstances, including a pause under section D1.1.7(a), will a Modify Order or Service Transfer Order restart a Discount Period.

#### D1.1.8 Interaction with other Discounts, Credits, Rebates and Waivers and the WBA

Unless specified otherwise in the Campaign Terms, the Campaign Discount does not affect any other Discount, Credit, Rebate or Waiver made available to RSP in accordance with this Discounts, Credits and Rebates Annexure to the **nbn**<sup>™</sup> Ethernet Price List.

#### D1.1.9 Fair use

- (a) RSP must act in a manner that is consistent with the Objective and in good faith in connection with **nbn**'s provision of the Campaign Discount.
- (b) RSP must not shape or otherwise limit the performance of any RSP Product that relies on a Discounted Ordered Product as an input, except in accordance with RSP's standard policies or procedures applicable to other RSP Products that use, as an input, Ordered Products with the same AVC bandwidth profile(s) as the relevant Discounted Ordered Product.



- (c) RSP must ensure that Downstream Service Providers comply with section D1.1.9(b) as if it applied to Downstream Service Providers and Downstream Products.
- (d) **nbn** may seek RSP's co-operation (including request for information) to validate that RSP has complied with section D1.1.9(a), D1.1.9(b) or D1.1.9(c). RSP must promptly cooperate with **nbn** in this regard.
- (e) If **nbn** determines, acting reasonably, RSP hasn't complied with this section D1.1.9, **nbn** may cease providing the Campaign Discount to RSP (including for Eligible AVCs that had become eligible before that notice).

#### D1.1.10 General

- (a) These Master Campaign Terms may only be amended, suspended or withdrawn in accordance with clause F4.9(g) of the Head Terms as if these Master Campaign Terms were a 'Long-term Discount, Credit, Rebate or Waiver'.
- (b) RSP agrees that **nbn** may use and disclose the Confidential Information of RSP (including to an Other RSP) for the purposes of administering any Campaign Discount. **nbn** must consider the minimum amount of Confidential Information of RSP necessary to use and disclose in order to administer the Campaign Discount before using or disclosing any such Confidential Information.

*Example: If RSP is a Losing RSP in respect of a Service Transfer Order, **nbn** will not expressly disclose to the Gaining RSP the bandwidth profile of the AVC that was supplied to RSP prior to the Service Transfer Order. However, for some Campaign Discounts, the Gaining RSP may be able to deduce this information based on the amount of the Campaign Discount provided to the Gaining RSP.*

- (c) RSP agrees that where **nbn** discloses the Confidential Information of an Other RSP in connection with a Campaign Discount to it, RSP must keep that Confidential Information confidential and only use it for the express purposes for which it was disclosed.
- (d) RSP acknowledges that the application of a Campaign Discount may be affected where an Other RSP (including where an Other RSP is a Losing RSP or a Gaining RSP) has not agreed to these Master Campaign Terms. **nbn** will set out in the Campaign Terms how the Campaign Discount will be applied in such circumstances.

#### D1.1.11 Defined Terms

- (a) **Bonus Incentive** has the meaning (if any), in respect of a Campaign Discount, specified in the Campaign Terms for that Campaign Discount.
- (b) **Campaign Discount** means each Discount, Credit Rebate and Waiver set out in Module B3 or Module C2 of this Discounts, Credits and Rebates Annexure to the **nbn**<sup>TM</sup> Ethernet Price List.
- (c) **Campaign Period**, for a Campaign Discount, means the 'Campaign Period' identified in the Campaign Terms for that Campaign Discount.

- (d) **Campaign Terms**, for a Campaign Discount, means the terms for that Campaign Discount as set out in Module B3 or Module C2 of this Discounts, Credits and Rebates Annexure to the **nbn**<sup>™</sup> Ethernet Price List.
- (e) **Discount Period**, for a Campaign Discount, means the 'Discount Period' identified in the Campaign Terms for that Campaign Discount.
- (f) **Discounted Ordered Product** means an Ordered Product for which **nbn** is providing RSP a Campaign Discount.
- (g) **Eligible AVC**, for a Campaign Discount, has the meaning given to that term in the relevant Campaign Terms.
- (h) **Eligible Premises**, for a Campaign Discount, means a Premises that is notified by **nbn** to RSP as an "Eligible Premises" for that Campaign Discount in accordance with section D1.1.4.
- (i) **Master Campaign Terms** means the terms and conditions set out in this Part D of this Discounts, Credits and Rebates Annexure to the **nbn**<sup>™</sup> Ethernet Price List.
- (j) **Objective** has the meaning, in respect of a Campaign Discount, given to that term in the Campaign Terms for that Campaign Discount.
- (k) **Performance Period**, for a Campaign Discount, means the period during which a Performance Target applies as set out in the Campaign Terms for that Campaign Discount.
- (l) **Performance Target**, for a Campaign Discount, means the 'performance target' that is notified by **nbn** to RSP as a 'performance target' for that Campaign Discount in accordance with section D1.1.2.



## Part B          Details and conditions for Long-term Discounts, Credits, Rebates and Waivers

### Module B3:      Campaign Discounts

**Note:** *The details and conditions in this Module B3 are made available by **nbn** to RSPs subject to the Master Campaign Terms which are set out in Part D of this document.*

*When reviewing the Discounts, Credits, Rebates and Waivers set out in this Module B3 please ensure you review not only the content in the tables below but also the Master Campaign Terms in Part D.*

### B3.1 Light Up Boost Rebate

Section	Issue	Detail																														
1.	<b>Name of the Campaign Discount and Campaign ID</b>	<b>Name of the Campaign Discount:</b> Light Up Boost Rebate <b>Campaign ID:</b> BOOST2022																														
2.	<b>Objective</b>	To increase access to <b>nbn</b> <sup>™</sup> Ethernet at locations that have never had an <b>nbn</b> <sup>™</sup> Ethernet service or have not had an <b>nbn</b> <sup>™</sup> Ethernet service for an extended period.																														
3.	<b>Campaign Period</b>	1 March 2022 ( <b>Start Date</b> ) to 28 February 2023 ( <b>End Date</b> ) (inclusive)																														
4.	<b>Discount Period</b>	24 months from the date the Connect Order for an Eligible AVC is Completed. <i>Note: This period, may extend beyond the Campaign Period if the Discount Start Date occurs near the end of the Campaign Period</i>																														
5.	<b>Amount of the Campaign Discount</b>	<p><b>nbn</b> will provide RSP with the Rebate set out below for each Eligible AVC for each Billing Period (or part thereof):</p> <p>(a) that falls within the Discount Period applicable to that Eligible AVC; and</p> <p>(b) in which the Eligible AVC has an Eligible Bandwidth Profile.</p> <table border="1"> <thead> <tr> <th colspan="2">Eligible Bandwidth Profile</th> <th rowspan="2"><b>nbn</b><sup>™</sup> Network</th> <th rowspan="2">Light Up Boost Rebate</th> </tr> <tr> <th>AVC TC-4 downstream Mbps*</th> <th>AVC TC-4 upstream Mbps*</th> </tr> </thead> <tbody> <tr> <td>25</td> <td>5</td> <td>FTTN, FTTC, FTTB, HFC, Fibre</td> <td>\$15</td> </tr> <tr> <td>25</td> <td>10</td> <td>FTTC, HFC, Fibre</td> <td>\$15</td> </tr> <tr> <td>25</td> <td>5-10</td> <td>FTTN, FTTB</td> <td>\$15</td> </tr> <tr> <td>50</td> <td>20</td> <td>HFC, FTTC, Fibre</td> <td>\$15</td> </tr> <tr> <td>25-50</td> <td>5-20</td> <td>FTTN, FTTB</td> <td>\$15</td> </tr> <tr> <td colspan="2">Home Fast</td> <td>FTTN, FTTC, FTTB, HFC, Fibre</td> <td>\$20</td> </tr> </tbody> </table>	Eligible Bandwidth Profile		<b>nbn</b> <sup>™</sup> Network	Light Up Boost Rebate	AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*	25	5	FTTN, FTTC, FTTB, HFC, Fibre	\$15	25	10	FTTC, HFC, Fibre	\$15	25	5-10	FTTN, FTTB	\$15	50	20	HFC, FTTC, Fibre	\$15	25-50	5-20	FTTN, FTTB	\$15	Home Fast		FTTN, FTTC, FTTB, HFC, Fibre	\$20
Eligible Bandwidth Profile		<b>nbn</b> <sup>™</sup> Network	Light Up Boost Rebate																													
AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*																															
25	5	FTTN, FTTC, FTTB, HFC, Fibre	\$15																													
25	10	FTTC, HFC, Fibre	\$15																													
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50	20	HFC, FTTC, Fibre	\$15																													
25-50	5-20	FTTN, FTTB	\$15																													
Home Fast		FTTN, FTTC, FTTB, HFC, Fibre	\$20																													

Section	Issue	Detail							
		25-100	5-40	FTTN, FTTB	\$20				
		50-100	20-40	FTTC	\$20				
		100	40	Fibre	\$20				
		Home Superfast		HFC, Fibre	\$20				
		Home Ultrafast		HFC, Fibre	\$20				
<p><i>* Note: 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, including the specific limitations in sections 3 and 13 of the <b>nbn</b>™ Ethernet Product Description.</i></p>									
<b>6.</b>	<b>Eligible AVCs</b>	<p><b>Eligible AVC</b> means an AVC supplied as a result of Connect Order that is</p> <p>(a) the first Connect Order Completed during the Campaign Period at a Premises that is an Eligible Premises on the date that Connect Order is Completed; and</p> <p>(b) for a Bundled AVC TC-4 with an Eligible Bandwidth Profile.</p>							
<b>7.</b>	<b>Performance Target</b>	<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>							
<b>8.</b>	<b>List of Eligible Premises to be provided</b>	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>							
<b>9.</b>	<b>Other terms and conditions</b>	<p>(a) Notwithstanding section D1.1.1(c) of the Master Campaign Terms, RSP will be entitled to participate and receive the benefit of this Light Up Boost Rebate from the start of the Campaign Period if RSP signs and returns to <b>nbn</b> the Master Campaign Terms side letter in accordance with the terms set out in that side letter by 22 February 2022.</p> <p>(b) Notwithstanding section D1.1.7 of the Master Campaign Terms, if RSP modifies an Eligible AVC during the Discount Period, the following consequences will apply:</p> <table border="1"> <thead> <tr> <th>Status of Eligible AVC after Modify Order is Completed</th> <th>Consequences for any applicable Light Up Boost Rebate</th> </tr> </thead> <tbody> <tr> <td>Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile</td> <td>The Light Up Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is</td> </tr> </tbody> </table>				Status of Eligible AVC after Modify Order is Completed	Consequences for any applicable Light Up Boost Rebate	Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile	The Light Up Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is
Status of Eligible AVC after Modify Order is Completed	Consequences for any applicable Light Up Boost Rebate								
Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile	The Light Up Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is								

Section	Issue	Detail
		<p>Completed, based on the Eligible Bandwidth Profile supplied during each such period of time.</p> <p>Stops being an Eligible AVC because it is associated with a Basic CVC or is modified to have a bandwidth profile that is not an Eligible Bandwidth Profile</p> <p>Resumes being an Eligible 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).</p> <p>(c) Non-Infrastructure Type Transfers are excluded from the application of the Light Up Boost Rebate.</p>
10.	<b>Interaction with other Discounts, Credits and Rebates and the WBA</b>	<p>Where an Eligible AVC is supplied to a Premises which is eligible for both the Light Up Boost Rebate and the Take 2 Rebate:</p> <p>(a) RSP will be entitled to the Light Up Boost Rebate only; and</p> <p>(b) the Eligible AVC will be taken into account when calculating the Bounty Incentive Payment and Baseline Number under the Take 2 Rebate Program (as those terms are defined in the Take 2 Letter Agreement).</p>
11.	<b>Additional Definitions that apply to this Campaign Discount</b>	<p><b>Eligible Bandwidth Profile</b> means the bandwidth profiles set out in the in the table in section B3.1.5 of these Campaign Terms.</p>

## B3.2 Light Up New Devs Rebate

Section	Issue	Detail						
1.	<b>Name of the Campaign Discount and Campaign ID</b>	<b>Name of the Campaign Discount:</b> Light Up New Devs Rebate <b>Campaign ID:</b> NEWDEV2022						
2.	<b>Objective</b>	To increase access to <b>nbn</b> <sup>TM</sup> Ethernet at locations that have never had an <b>nbn</b> <sup>TM</sup> Ethernet service or have not had an <b>nbn</b> <sup>TM</sup> Ethernet service for an extended period.						
3.	<b>Campaign Period</b>	1 March 2022 ( <b>Start Date</b> ) to 31 August 2022 ( <b>End Date</b> ) (inclusive)						
4.	<b>Discount Period</b>	4 months from the date the Connect Order for an Eligible AVC is Completed. <i>Note: This period, may extend beyond the Campaign Period if the Discount Start Date occurs near the end of the Campaign Period</i>						
5.	<b>Amount of the Campaign Discount</b>	<p><b>nbn</b> will provide RSP with the Rebate set out below for each Eligible AVC for each Billing Period (or part thereof):</p> <p>(a) that falls within the Discount Period applicable to that Eligible AVC; and</p> <p>(b) in which the Eligible AVC has an Eligible Bandwidth Profile.</p> <table border="1" data-bbox="654 879 1892 991"> <thead> <tr> <th>Eligible Bandwidth Profile (AVC TC-4)</th> <th><b>nbn</b><sup>TM</sup> Network</th> <th>Light Up New Devs Rebate</th> </tr> </thead> <tbody> <tr> <td>Home Ultra Fast</td> <td>HFC, Fibre</td> <td>\$80</td> </tr> </tbody> </table>	Eligible Bandwidth Profile (AVC TC-4)	<b>nbn</b> <sup>TM</sup> Network	Light Up New Devs Rebate	Home Ultra Fast	HFC, Fibre	\$80
Eligible Bandwidth Profile (AVC TC-4)	<b>nbn</b> <sup>TM</sup> Network	Light Up New Devs Rebate						
Home Ultra Fast	HFC, Fibre	\$80						
6.	<b>Eligible AVCs</b>	<b>Eligible AVC</b> means an AVC supplied as a result of a Connect Order that is: <p>(a) the first Connect Order Completed during the Campaign Period at a Premises that is an Eligible Premises on the date that Connect Order is Completed; and</p> <p>(b) for a Bundled AVC TC-4 with an Eligible Bandwidth Profile.</p>						
7.	<b>Performance Target</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
8.	<b>List of Eligible Premises to be provided</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						

Section	Issue	Detail						
9.	<b>Other terms and conditions</b>	(a) Notwithstanding section D1.1.1(c) of the Master Campaign Terms, RSP will be entitled to participate and receive the benefit of this Light Up New Devs Rebate from the start of the Campaign Period if RSP signs and returns to <b>nbn</b> the Master Campaign Terms side letter in accordance with the terms set out in that side letter by 22 February 2022.						
		(b) Notwithstanding section D1.1.7 of the Master Campaign Terms, if RSP modifies an Eligible AVC during the Discount Period, the following consequences will apply:						
		<table border="1"> <thead> <tr> <th>Status of Eligible AVC after Modify Order is Completed</th> <th>Consequences for any applicable Light Up New Devs Rebate</th> </tr> </thead> <tbody> <tr> <td>Stops being an Eligible AVC because it is associated with a Basic CVC or is modified to have a bandwidth profile that is not an Eligible Bandwidth Profile</td> <td>The Light Up New Devs Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Light Up New Devs Rebate will apply for the remainder of the Discount Period (subject to the next row).</td> </tr> <tr> <td>Resumes being an Eligible 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).</td> <td>The Light Up New Devs Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.</td> </tr> </tbody> </table>	Status of Eligible AVC after Modify Order is Completed	Consequences for any applicable Light Up New Devs Rebate	Stops being an Eligible 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 Light Up New Devs Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Light Up New Devs Rebate will apply for the remainder of the Discount Period (subject to the next row).	Resumes being an Eligible 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 Light Up New Devs Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.
		Status of Eligible AVC after Modify Order is Completed	Consequences for any applicable Light Up New Devs Rebate					
Stops being an Eligible 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 Light Up New Devs Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Light Up New Devs Rebate will apply for the remainder of the Discount Period (subject to the next row).							
Resumes being an Eligible 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 Light Up New Devs Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.							
(c) Non-Infrastructure Type Transfers are excluded from the application of the Light Up New Devs Rebate.								
10.	<b>Interaction with other Discounts, Credits and Rebates and the WBA</b>	Where an Eligible AVC is eligible for both the Light Up New Devs Rebate and the Take 2 Rebate: <ul style="list-style-type: none"> <li>(a) RSP will be entitled to the Take 2 Rebate only, unless the relevant Connect Order is not eligible for the Take 2 Rebate because RSP has not made the Take 2 Rebate Program Baseline, in which case, RSP will be entitled to the Light Up New Devs Rebate.</li> <li>(b) the Eligible AVC will be taken into account when calculating the Bounty Incentive Payment and Baseline Number under the Take 2 Rebate Program (as those terms are defined in the Take 2 Letter Agreement).</li> </ul>						
11.	<b>Additional Definitions that apply to this Campaign Discount</b>	<b>Eligible Bandwidth Profile</b> means the bandwidth profile set out in the in the table in section B3.2.5 of these Campaign Terms.						



### B3.3 Step Up 50/20 Rebate

Section	Issue	Detail																												
1.	<b>Name of the Campaign Discount and Campaign ID</b>	<b>Name of the Campaign Discount:</b> Step Up 50/20 Rebate <b>Campaign ID:</b> Not Applicable																												
2.	<b>Objective</b>	To assist RSP to provide an opportunity for Contracted End Users to experience the higher speeds associated with an Eligible Bandwidth Profile, where those higher speeds may better suit the Contracted End Users' needs and help provide a better customer experience.																												
3.	<b>Campaign Period</b>	1 April 2022 ( <b>Start Date</b> ) to 30 September 2023 (inclusive) ( <b>End Date</b> )																												
4.	<b>Discount Period</b>	A period of 6 months commencing from the first date on which an AVC first becomes an Eligible AVC (whether that AVC first became an Eligible AVC while being supplied to RSP or to an Other RSP). <b>Note:</b> This period, may extend beyond the Campaign Period if the Discount Start Date occurs near the end of the Campaign Period.																												
5.	<b>Amount of the Campaign Discount</b>	<p>(a) <b>nbn</b> will provide RSP with the Step Up 50/20 Rebate in accordance with the table below for each Eligible AVC supplied to RSP in respect of each Billing Period (or part thereof):</p> <p>(i) that falls within the Discount Period applicable to that Eligible AVC; and</p> <p>(ii) in which the Eligible AVC has an Eligible Bandwidth Profile.</p> <table border="1"> <thead> <tr> <th colspan="2">Original Bandwidth Profile</th> <th colspan="2">Eligible Bandwidth Profile</th> <th rowspan="2"><b>nbn</b><sup>TM</sup> Network</th> <th rowspan="2">Step Up 50/20 Rebate</th> </tr> <tr> <th>AVC TC-4 downstream Mbps*</th> <th>AVC TC-4 upstream Mbps*</th> <th>AVC TC-4 downstream Mbps*</th> <th>AVC TC-4 upstream Mbps*</th> </tr> </thead> <tbody> <tr> <td>12</td> <td>1</td> <td>25</td> <td>5</td> <td>FTTP, FTTC, FTTB, FTTN &amp; HFC</td> <td>\$8</td> </tr> <tr> <td>12</td> <td>1</td> <td>25</td> <td>10</td> <td>FTTP, FTTC &amp; HFC</td> <td>\$8</td> </tr> <tr> <td>12</td> <td>1</td> <td>25</td> <td>5 - 10</td> <td>FTTB &amp; FTTN</td> <td>\$8</td> </tr> </tbody> </table>	Original Bandwidth Profile		Eligible Bandwidth Profile		<b>nbn</b> <sup>TM</sup> Network	Step Up 50/20 Rebate	AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*	AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*	12	1	25	5	FTTP, FTTC, FTTB, FTTN & HFC	\$8	12	1	25	10	FTTP, FTTC & HFC	\$8	12	1	25	5 - 10	FTTB & FTTN	\$8
Original Bandwidth Profile		Eligible Bandwidth Profile		<b>nbn</b> <sup>TM</sup> Network	Step Up 50/20 Rebate																									
AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*	AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*																											
12	1	25	5	FTTP, FTTC, FTTB, FTTN & HFC	\$8																									
12	1	25	10	FTTP, FTTC & HFC	\$8																									
12	1	25	5 - 10	FTTB & FTTN	\$8																									

Section	Issue	Detail						
			12	1	50	20	FTTP, FTTC & HFC	\$10
			12	1	25 - 50	5 - 20	FTTB & FTTN	\$10
			25	5	50	20	FTTP, FTTC & HFC	\$2
			25	5	25 - 50	5 - 20	FTTB and FTTN	\$2
			25	10	50	20	FTTP, FTTC & HFC	\$2
			25	5 - 10	25 - 50	5 - 20	FTTB and FTTN	\$2
			25	5	Wireless Plus		Fixed Wireless	\$2
		<p>* <b>Note:</b> The Information Rates for the AVC TC-4 bandwidth profiles shown in this table are Peak Information Rates (PIR), except Wireless Plus which has potential maximum Information Rates. To be read subject to the WBA, including the specific limitations in sections 3 and 13 of the <b>nbn</b><sup>TM</sup> Ethernet Product Description.</p>						
		(b)	The amount of the Step Up 50/20 Rebate for each Eligible AVC will be calculated based on the Original Bandwidth Profile of that Eligible AVC immediately prior to it first becoming an Eligible AVC.					
		(c)	If RSP is entitled to a Step Up 50/20 Rebate in accordance with these Campaign Terms, <b>nbn</b> will pay the Rebate in accordance with D1.1.5 of the Master Campaign Terms.					
<b>6.</b>	<b>Eligible AVCs</b>	An <b>Eligible AVC</b> means a Service Transfer Upgrade or Existing Modify Upgrade.						
<b>7.</b>	<b>Performance Target</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
<b>8.</b>	<b>List of Eligible Premises to be provided</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
<b>9.</b>	<b>Other terms and conditions</b>	(a)	Notwithstanding section D1.1.7 of the Master Campaign Terms, if RSP modifies an Eligible AVC during the Discount Period, the following consequences will apply:					
			<b>Status of Eligible AVC after Modify Order is Completed</b>			<b>Consequences for any applicable Step Up 50/20 Rebate</b>		

Section	Issue	Detail						
		<table border="1"> <tr> <td data-bbox="669 268 1317 472">Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile</td> <td data-bbox="1317 268 1966 472">The Step Up 50/20 Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is Completed, based on the Eligible Bandwidth Profile supplied during each such period of time.</td> </tr> <tr> <td data-bbox="669 472 1317 643">Stops being an Eligible AVC because it is associated with a Basic CVC or is modified to have a bandwidth profile that is not an Eligible Bandwidth Profile</td> <td data-bbox="1317 472 1966 643">The Step Up 50/20 Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Step Up 50/20 Rebate will apply for the remainder of the Discount Period (subject to the next row).</td> </tr> <tr> <td data-bbox="669 643 1317 813">Resumes being an Eligible 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).</td> <td data-bbox="1317 643 1966 813">The Step Up 50/20 Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.</td> </tr> </table> <p data-bbox="568 852 1973 1251">(b) In addition to its obligations under the Master Campaign Terms, RSP must:</p> <ul style="list-style-type: none"> <li data-bbox="669 887 1973 1046">(i) prior to, or within 3 days after, a Bundled AVC TC-4 becomes an Eligible AVC, take reasonable steps to ensure that the Contracted End User understands the bandwidth profile of the corresponding retail service being supplied to the Contracted End User (including in the case of a Service Transfer Upgrade or Existing Modify Upgrade, RSP is upgrading the bandwidth from the bandwidth previously supplied to the Contracted End User); and</li> <li data-bbox="669 1046 1973 1118">(ii) on request from <b>nbn</b>, provide evidence of communications to Contracted End Users about their bandwidth upgrade.</li> </ul> <p data-bbox="669 1118 1973 1251">If RSP fails to provide evidence in accordance with section B3.3.9(b) or <b>nbn</b> otherwise determines, acting reasonably, RSP has not effectively communicated to Contracted End Users about their bandwidth upgrade, <b>nbn</b> may by notice stop providing the Step Up 50/20 Rebate to RSP (including for Eligible AVCs that had become eligible before that notice).</p>	Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile	The Step Up 50/20 Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is Completed, based on the Eligible Bandwidth Profile supplied during each such period of time.	Stops being an Eligible 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 Step Up 50/20 Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Step Up 50/20 Rebate will apply for the remainder of the Discount Period (subject to the next row).	Resumes being an Eligible 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 Step Up 50/20 Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.
Continues to be an Eligible AVC but on a different Eligible Bandwidth Profile	The Step Up 50/20 Boost Rebate will be calculated separately on a pro-rata daily basis for the parts of the Discount Period before and after the Modify Order is Completed, based on the Eligible Bandwidth Profile supplied during each such period of time.							
Stops being an Eligible 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 Step Up 50/20 Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No Step Up 50/20 Rebate will apply for the remainder of the Discount Period (subject to the next row).							
Resumes being an Eligible 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 Step Up 50/20 Rebate will be calculated on a pro-rata daily basis for the part of the remaining Discount Period (if any) after the Modify Order is Completed.							
10.	<b>Interaction with other Discounts, Credits and</b>	(a) Where an Eligible AVC is eligible for the Light Up Boost Rebate and the Step Up 50/20 Rebate, RSP will be entitled to the Light Up Boost Rebate only.						

Section	Issue	Detail
	<b>Rebates and the WBA</b>	<p>(b) Where an Eligible AVC is eligible for the Step Up 50/20 Rebate and the Take 2 Rebate Program, RSP will only get the Rebate offered as a part of the Take 2 Rebate Program in accordance with the terms of the Take 2 Rebate Program.</p> <p>(c) Where an Eligible AVC is eligible for the Light Up New Devs Rebate and the Step Up 50/20 Rebate, RSP will be entitled to the Light Up New Devs Rebate only.</p> <p>(d) Where the Light Up Boost Rebate or Light Up New Devs Rebate has been applied to an Eligible AVC and that Eligible AVC is subject to a Service Transfer Upgrade to a Gaining RSP, the Gaining RSP will not be entitled to a Step Up 50/20 Rebate irrespective of whether the Service Transfer Upgrade relates to an Eligible AVC.</p>
<b>11.</b>	<b>Additional Definitions that apply to this Campaign Discount</b>	<p><b>Eligible Bandwidth Profile</b> means the bandwidth profiles listed in the table in section B3.3.5 under the heading 'Eligible Bandwidth Profile'.</p> <p><b>Existing Modify Upgrade</b> means a Bundled AVC TC-4 that:</p> <p>(a) is not a Service Transfer Upgrade;</p> <p>(b) has an Eligible Bandwidth Profile as a result of a Modify Order that was Completed during the Campaign Period; and</p> <p>(c) had the same Original Bandwidth Profile corresponding to that Eligible Bandwidth Profile for at least 30 days prior to that Modify Order.</p> <p><b>Original Bandwidth Profile</b> means a bandwidth profile listed in the table in section B3.3.5 under the heading 'Original Bandwidth Profile' corresponding to that Eligible Bandwidth Profile.</p> <p><b>Service Transfer Upgrade</b> means a Bundled AVC TC-4 that:</p> <p>(a) was first supplied to RSP as a result of a Service Transfer Order that was completed during the Campaign Period (excluding for clarity, any Non-Infrastructure Type Transfer);</p> <p>(b) has an Eligible Bandwidth Profile; and</p> <p>(c) was supplied to the Other Losing RSP with the same Original Bandwidth Profile corresponding to that Eligible Bandwidth Profile for at least 30 days prior to the Service Transfer Order being Completed.</p> <p><b>Note:</b> It is RSP's responsibility to verify whether a Service Transfer Order constitutes a Service Transfer Upgrade. <b>nbn</b> is not obliged to provide a Step Up 50/20 Rebate for a Service Transfer that is not a Service Transfer Upgrade 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.</p> <p><b>nbn</b> will provide a Step Up 50/20 Rebate for a Bundled AVC TC-4 if <b>nbn</b> cannot verify whether it constitutes a Service Transfer Upgrade (e.g. because <b>nbn</b> cannot verify the bandwidth profile of the AVC TC-4 Product Component supplied prior to the Service Transfer Order for the purposes of administering this Step Up 50/20 Rebate).</p>



## Part C      Details and conditions for Short-term Discounts, Credits, Rebates and Waivers

### Module C2:    Campaign Discounts

**Note:** *The details and conditions in Module C2 are made available by **nbn** to RSPs subject to the Master Campaign Terms which are set out in Part D of this document.*

*When reviewing the Discounts, Credits, Rebates and Waivers set out in this Module C2 please ensure you review not only the content in the tables below and also the Master Campaign Terms in Part D.*