



9 May 2023

## nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus – Take 3 Rebate

nbn is introducing the Sky Muster<sup>®</sup> Plus Take 3 rebate program for reconnect and upgrade. The program offers a rebate for:

- Reconnect: eligible Premises re-connecting to specific nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus plans (having previously been connected to nbn<sup>®</sup> Ethernet (Satellite) or nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus); and
- Upgrade: eligible Premises upgrading from nbn<sup>®</sup> Ethernet (Satellite) to specific nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus plans.

This letter agreement sets out the terms and conditions on which the nbn<sup>®</sup> Sky Muster<sup>®</sup> Plus Take 3 rebate program is available to your organisation (the **SMP Take 3 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

If you wish to participate in the SMP Take 3 Rebate Program, please contact [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) to request for an executable version of this letter agreement to be signed and returned to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

## Further information

If you have any queries, please contact your nbn Account Team or [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

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.



## A. SMP Take 3 Rebates

1. **nbn** will provide RSP with an SMP Take 3 Rebate:
  - a. for each SMP Take 3 Plan that is supplied to a Reconnect Premises during the Rebate Period (**SMP Take 3 Rebate – Reconnect**); and
  - b. for each SMP Take 3 Plan that is supplied to an Upgrade Premises during the Rebate Period (**SMP Take 3 Rebate – Upgrade**).

**Note:** For clarity, if an SMP Take 3 Plan is disconnected during the Rebate Period, the SMP Take 3 Rebate will not be payable to RSP for the month in which, or after which, the SMP Take 3 Plan is disconnected.

2. In this letter agreement:
  - a. **SMP Take 3 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 3 Plan's Eligible SMP Plan Type).

Eligible SMP Plan Type <sup>1</sup>		SMP Take 3 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>	
25GB+ Plan (no Data Blocks)	25GB	\$10
	30GB	
	35GB	
	40GB	
	45GB	
25GB+ Plan, where RSP has acquired Data Blocks	50GB	\$10
	55GB	
	60GB	
	65GB	
50GB+ Plan (no Data Blocks)	70GB	\$13
	75GB	
	80GB	
	85GB	
	90GB	
	95GB	
	100GB	
	105GB	
	110GB	
24x7 Uncapped Data Usage – 25 <sup>3</sup>	N/A	\$10
24x7 Uncapped Data Usage – 50 <sup>3</sup>	N/A	\$13
24x7 Uncapped Data Usage – 100 <sup>3</sup>	N/A	\$25

**Table 1: Rebate amounts for each SMP Take 3 Plan, depending on Eligible SMP Plan Type**

**Notes:**

1. For clarity, **nbn** will not adjust any Rebate to account for any Top-Ups supplied in connection with a Plan.
2. 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.

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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.

b. **SMP Take 3 Plan** means a Plan that is supplied as a result of an SMP Take 3 Order.

c. **SMP Take 3 Order** means:

- i. for a Reconnect Premises, the first Connect Order for an Eligible SMP Plan Type that is accepted by **nbn** during the Campaign Period and completed either during or after the Campaign Period; or
- ii. for an Upgrade Premises, the first Upgrade Order for an Eligible SMP Plan Type that is:
  - a) accepted by **nbn** during the Campaign Period;
  - b) accepted after RSP has reached the Baseline Number that applies at the time that order was accepted; and
  - c) completed either during or after the Campaign Period.

*Note: For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not an SMP Take 3 Order.*

d. **Reconnect Premises** means a Premises that **nbn** has determined is eligible for the SMP Take 3 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 to an Ordered Product with an Eligible SMP Plan Type 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 3 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. **Campaign Period** and **Rebate Period** mean the following periods as specified in Table 2 below:

SMP Take 3 Rebate	Campaign Period	Rebate Period
SMP Take 3 Rebate – Reconnect	1 July 2023* – 29 February 2024	6 months starting from the date the relevant SMP Take 3 Order is Completed
SMP Take 3 Rebate – Upgrade	1 July 2023* – 29 February 2024	6 months starting from the date the relevant SMP Take 3 Order is Completed



\* **Note:** See paragraph 3 for circumstances where the start of a Campaign Period will be delayed.

**Table 2: Campaign Periods and Rebate Periods by SMP Take 3 Rebate type**

- h. **Eligible SMP Plan Type** means any of the ordered Plan configurations as set out in Table 1.
  - i. **Baseline Number** has the meaning given to that term in section B, below.
  - j. **SSBI Letter Agreement** means the School Student Broadband Initiative Letter Agreement dated 29 November 2022.
3. For each Campaign Period, if RSP executes and returns this letter agreement less than 10 Business Days before the specified start date of the Campaign Period, despite Table 2, the Campaign Period will start on the following applicable date:

Row	Date of execution and return to nbn	Start of Campaign Period
1.	10 Business Days or more before the start of a given month within a Campaign Period	The first day of the next month, provided that the next month is within that Campaign Period
2.	Less than 10 Business Days before the start of a given month within a Campaign Period	The first day of the second month following the return of this executed letter agreement, provided that that second month is within the Campaign Period

**Table 3: Delayed start of Campaign Periods**

**Note:** For example:

- If RSP returns the executed letter agreement on 19 May 2023, the Campaign Period will start on 1 July 2023 for RSP by applying the start of the Campaign Period in Table 2.
- If RSP returns the executed letter agreement on 15 July 2023, the Campaign Period will start on 1 August 2023 for RSP by applying row 1 of Table 3.
- If RSP returns the executed letter agreement on 28 July 2023, the Campaign Period will start on 1 September 2023 for RSP by applying row 2 of Table 3.

## B. Baseline Numbers (SMP Take 3 Rebate – Upgrade only)

- 4. For the purposes of the SMP Take 3 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**).
- 5. **nbn** may notify an adjusted Baseline Number for a month by providing notice of the adjustment a reasonable period before the start of the relevant month. If **nbn** adjusts a Baseline Number in accordance with this paragraph 5, then from the date of notification, **nbn** will determine whether RSP has reached the Baseline Number applicable to a SMP Take 3 Order, for the purposes of paragraph 7, in accordance with such an adjusted Baseline Number.
- 6. If **nbn** extends the Campaign Period for the SMP Take 3 Rebate – Upgrade, **nbn** may notify a new Baseline Number to apply on a monthly basis within any such extended Campaign Period.

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7. 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

8. If the Rebate Period for an SMP Take 3 Plan starts during a month, the SMP Take 3 Rebate for that SMP Take 3 Plan will be applied on a pro-rata daily basis on that date for the remainder of that month.
9. If the Rebate Period for an SMP Take 3 Plan ends during a month, the SMP Take 3 Rebate for that SMP Take 3 Plan will be applied on a pro-rata daily basis for the part of the month before that date.
10. If RSP modifies an SMP Take 3 Plan during its Rebate Period, the following consequences will apply:

Status of SMP Take 3 Plan after Modify Order is Completed	Consequences for any applicable SMP Take 3 Rebate
Continues to be an SMP Take 3 Plan but on a different Eligible SMP Plan Type	The SMP Take 3 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 Plan Type supplied during each such period of time and the applicable SMP Take 3 Rebate monthly amount set out in Table 1.
Stops being an SMP Take 3 Plan because it is modified to have a Plan that is not an Eligible SMP Plan Type	The SMP Take 3 Rebate will be applied on a pro-rata daily basis for the part of the Billing Period before the Modify Order is Completed. No SMP Take 3 Rebate will apply for the remainder of the Rebate Period (subject to the next row).
Resumes being an SMP Take 3 Plan after an intervening period in which it was not (e.g. because in that intervening period it had a Plan that is not an Eligible SMP Plan Type).	The SMP Take 3 Rebate will be calculated on a pro-rata daily basis for the part of the remaining Rebate Period (if any) after the Modify Order is Completed.

**Table 3: Consequences of modifying an SMP Take 3 Plan**

11. If RSP submits a Disconnect Order for an SMP Take 3 Plan during its Rebate Period:
  - a. the SMP Take 3 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 3 Rebate will apply for the remainder of the Rebate Period.

### D. Service Transfers

12. If an SMP Take 3 Plan supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the SMP Take 3 Plan (such that RSP is the Losing RSP), the SMP Take 3 Rebate will cease to apply on and from the date the service transfer is completed.



13. If an SMP Take 3 Plan supplied to RSP is subject to a service transfer order placed by an Other RSP during the Rebate Period of the SMP Take 3 Plan (such that RSP is the Losing RSP), and RSP subsequently places a Transfer Reversal in respect of that SMP Take 3 Plan, then on and from the date the Transfer Reversal is completed, and subject to section C above, the SMP Take 3 Rebate will apply to that SMP Take 3 Plan for the remainder of the Rebate Period of the original SMP Take 3 Plan (on a pro-rata daily basis to the extent applicable).
14. If:
  - a. RSP is participating in the SMP Take 3 Rebate Program and is the Gaining RSP for a Service Transfer Order relating to an SMP Take 3 Plan supplied to an Other Losing RSP;
  - b. **nbn** is providing an SMP Take 3 Rebate to the Other Losing RSP in respect of that SMP Take 3 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 3 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 3 Plan (on a pro-rata daily basis to the extent applicable).
15. For clarity, Service Transfers Orders in respect of Ordered Products with SMP Take 3 Plans, placed by RSP (as Gaining RSP), do not form part of the calculation or achievement of any Baseline Number.

## E. Payment

16. **nbn** will automatically apply any SMP Take 3 Rebate payment to invoices issued to RSP without any claim by RSP.
17. If **nbn** assesses that RSP has received an SMP Take 3 Rebate where it otherwise has not met the requirements to receive that SMP Take 3 Rebate under this letter agreement, including pursuant to section F, **nbn** may require RSP to repay any SMP Take 3 Rebate, reduce the amount of any SMP Take 3 Rebate, or to not provide any SMP Take 3 Rebate to RSP. **nbn** may adjust an invoice issued to RSP accordingly or require repayment of any amount to the extent necessary.
18. 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 3 Rebate payment relates.

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

19. Where an Eligible SMP Plan Type is supplied to a Premises that is eligible for both an SMP Take 3 Rebate and a rebate under the SSBI Letter Agreement, the RSP will be entitled to the rebate under the SSBI Letter Agreement only.



## G. Amendments to this letter

20. **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 3 Rebate Program, by giving two months' notice to RSP; or
  - c. to terminate it or to withdraw, suspend or otherwise amend the SMP Take 3 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

21. **nbn** may use and disclose details of Ordered Products supplied under the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> 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 3 Rebate Program.
22. **nbn** may cease providing RSP with SMP Take 3 Rebates at any time if RSP does not comply with the terms of this letter agreement.
23. The acknowledgement by **nbn** of any SMP Take 3 Order during the applicable Campaign Period is subject to the availability of each of the relevant **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Product Components, Plan Sub-features and Product Features at the time at which RSP places that SMP Take 3 Order.
24. RSP must have agreed to the latest version of the Wholesale Broadband Agreement and the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement with **nbn** to be and remain eligible for the SMP Take 3 Rebate.
25. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in the WBA Access Agreement and **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement between RSP and **nbn**. Where capitalised terms are defined in both agreements, the meaning given to such terms in the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement will be given precedence.
26. Except as expressly specified, this letter agreement does not vary the WBA Access Agreement, **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement, or the SSBI Letter Agreement between RSP and **nbn**.
27. Nothing in this letter affects the accrued rights and liabilities of either party under the WBA Access Agreement, **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement, or the SSBI Letter Agreement between RSP and **nbn**.
28. 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**<sup>®</sup> Sky Muster<sup>®</sup> 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.