

[date]

[name of recipient]

[name of RSP]

[address]

**By email** [email address of recipient]

Dear [name of recipient]

## RESIDENTIAL WHOLESALE PROMOTION – Enable Residential 80/20 Offer

### Introduction

In addition to the Services provided under the UFB Reference Offer including the Enable Networks UFB Services Agreement General Terms (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a Residential Targeted Migration Offer (**Offer**) to assist **[RSP]** (**RSP**) to accelerate the move of our community onto retail fibre broadband services.

The purpose of this Offer is to provide a contribution to End User retail promotions to targeted, unconnected addresses and move them across to fibre broadband services.

### The Offer is available on the following terms.

1. The Offer will run across three months, commencing 01 February 2022 through to 30 April 2022. A participating RSP must select the months they wish to participate in Appendix 1 (**Promotional Period**).
2. Prior to the first month of the Promotional Period and after the RSP confirms their participation in the Offer as per clause 4, Enable will provide the RSP with a targeted address list of unconnected addresses refreshed weekly (**Targeted Address**) within Enable's coverage area. The Targeted Address list is refreshed weekly to ensure that once a Targeted Address has started the process to move to fibre broadband services, it won't be targeted again. Subject to the terms of this Offer, for all Enable fibre orders placed at an address on the Targeted Address list within the Promotional Period, Enable will provide the RSP with a one-off credit of the agreed amount (as defined in paragraph 3 below) on the RSP's invoice following the time of connection of a qualifying order (the **Credit**).
3. The Offer is only available as a contribution towards an RSP's End User retail fibre broadband promotion to the Targeted Address End User. The RSP will provide a targeted direct End User offer to Targeted Addresses. It is envisaged that to be successful the End User offer will be marketed via Outbound Telemarketing or Door to Door sales. The value of Enable's Credit is based on the RSP's own monetary contribution to the End User via this Offer. Subject to the terms of this Offer, Enable will provide either two or three times the RSP contribution to the End User retail promotion, dependent on the value of the RSP's original investment. Subject to the parameters in the table below, this means that for every \$1 contribution from the RSP to the End User under this Offer, Enable will either double or triple that figure (up to a maximum contribution from Enable of \$1,500 (GST inclusive) per End User connection).

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enable.net.nz

PO BOX 9220  
Tower Junction  
Addington  
Christchurch 8149

Refer to the following table:

Offer Type	RSP contribution to end user retail offer (GST inclusive)	Corresponding Enable contribution to the end user offer, payable upon connection (GST inclusive)	Total value of retail offer to the end user (GST inclusive)
Enable Double Offer	\$250-\$400	\$500-\$800 per connection	\$750-\$1200
Enable Triple Offer	\$500+	\$1500 maximum per connection	\$2000+

4. To be eligible to participate, the RSP must sign and send this Offer letter back to Enable prior to the commencement of the Promotional Period. The RSP must agree with Enable the details of its promotional plan along with the End User retail promotion that it will undertake in each participating month during the Promotional Period prior to the commencement of the Promotional Period and share any variation to this plan during the Promotional Period. This is to be recorded on the supplied marketing plan template. For clarity, the RSP may only have one End User retail promotion (measured by monetary value) for this Offer.
5. If a connection for which the RSP has received the Credit becomes inactive for one month or longer within 12 months of the date on which the connection for a qualifying order was completed, Enable will reverse the Credit relating to that connection on a pro-rated basis for any remaining months in the applicable 12-month period.
6. If a connection is not completed within four months of the order placement, this order is not eligible for the Credit.
7. The Offer only applies to connections at Targeted Addresses on the list that will be provided to the RSP once this Offer Letter is signed and returned to Enable and which, as stated above, will be refreshed weekly.
8. All orders are to be placed in good faith with the intention of reaching “Service Given” state. If there is a material increase in the cancellation rate that has an impact on the connection rate, Enable reserves the right to review the terms of this Offer letter in consultation with the RSP.
9. Enable reserves the right to cancel this Offer by providing no less than 30 days’ prior written notice to the RSP.
10. It is acknowledged that Enable will have multiple offers in the market during the Promotional Period. If an RSP has signed up to more than one Enable offer, Enable will only pay the higher value of the eligible offers available at an address and only on the first connection at that address. For clarity, Enable will pay for a maximum of one Wholesale Offer at any one address during the Promotional Period.

Unless stated otherwise in this Offer letter, all provisions of the Services Agreement (as may be amended from time to time in accordance with its terms) will continue to apply to the parties and capitalised terms used in this Offer letter shall have the meaning given in the Services Agreement. The terms set out in this Offer letter will prevail over the terms of the Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of the terms set out in this Offer letter by signing where indicated below and returning a copy of this Offer letter to your Enable Account Manager.

Yours sincerely

David Cooper  
Chief Commercial Officer  
**Enable Networks Limited**

## APPENDIX 1 – Participating Months

Please indicate the months participating:

February 2022

March 2022

April 2022

Agreed on behalf of **[name of RSP]** by:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Date