

[date]

[name of recipient]

[name of RSP]

[address]

Dear [name of recipient]

## **AGREEMENT TO PARTICIPATE IN A 3 MONTH FREE RESIDENTIAL PROMOTION**

### **Introduction**

This agreement sets out the terms and conditions for a promotion in those parts of Enable's UFB residential coverage area where there is competition from both VDSL and HFC cable. The objective of the promotion is to stimulate higher uptake of 100M, 200M and 1G fibre services to residential addresses in these areas.

### **The Offer**

The promotion is a three month free wholesale offer and is available for all new residential customers signed up during one month in either October or November (at your election) and will apply for around 35,000 residential addresses with 'fibre available' or 'previously connected' status in an address list provided by Enable.

#### **1. Conditions**

- (a) The offer is not available to addresses other than those on the address list provided by Enable.
- (b) The offer applies to residential BS2a 100M, 200M and 1G services.
- (c) Early termination charges will apply to new connections.
- (d) The speed of the service cannot be downgraded within 12 months of the service being connected.
- (e) The offer is not available for transfers between RSPs or to speed upgrades.
- (f) RSPs or their Resellers (if applicable) must actively promote the offer to the targeted end users.
- (g) Offer applies to valid orders received in either October or November 2016 (one month only at your election).
- (h) RSP order volumes must be above business as usual levels.
- (i) Orders must be received by the RSP during the applicable month and inputted to the Enable Portal within 10 working days after the end of the month.

#### **2. Enable's obligations**

- (a) Enable will arrange a credit for qualifying orders for three months from the Service Given date.
- (b) Enable will provide a list of qualifying addresses.
- (c) Enable will work with [name of RSP] and its Resellers (if applicable) to reconcile orders placed by [name of RSP] against qualifying addresses for the elected month of participation.
- (d) Credits will be paid retrospectively to [name of RSP] upon the reconciliation in (c) above being agreed.

#### **3. [name of RSP]'s obligations**

- (a) Agree to participate in the three month free residential offer by signing this agreement.
- (b) Pass the value of any credit received from Enable under 2(d) above to its Resellers or End Users (as applicable).
- (c) Agree to work with Enable to reconcile orders placed against qualifying addresses for the elected month of participation.
- (d) Invest (or ensure that its Resellers, if applicable, invest) in promotional activity which may include one or more of the following; DM promotion; people on the street activity; outbound calling; other targeted promotions.

Please confirm your intention to participate in the promotion and your acceptance of these terms by signing where indicated and returning a copy of this letter to your Enable Account Manager.

Yours sincerely

Malcolm Campbell  
GM Marketing & Sales  
**Enable Networks Limited**

Agreed on behalf of [name of RSP] by:

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Signed

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Name of authorised person

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Date

**Month of participation (Strike out or remove one option)**

**OCTOBER**

**NOVEMBER**