

APPENDIX

Terms of the Offer

Terms of the UCLL Migration Offer

The terms of the **UCLL Migration Offer** between Chorus New Zealand Limited (**Chorus**) and you (**Offer**) are as follows:

Term

1. The Offer will commence from 21 May 2018, with the terms relating to the extension from 31 December taking effect from 1 January 2019.
2. The Offer will terminate on 31 March 2019 unless extended pursuant to clause 3 or shortened pursuant to clause 4 (**Termination Date**).
3. Chorus may extend the time period or extend the scope of the Offer by giving 30 days' notice in a Customer Update.
4. We may withdraw, or further restrict the scope of, the Offer before the Termination Date. If this occurs, we will try and consult with you and we will give you 60 days' notice unless we're required to withdraw or restrict the scope of the Offer due to an external event, in which case the notice may be shorter.

Qualifying Connections

5. Subject to clause 11, Qualifying Connections are those connections which:
 - (a) satisfy the eligibility criteria set out in Part A below;
 - (b) are ordered by you on or before the Termination Date;
 - (c) are service given on or before 30 April 2019; and
 - (d) in respect of which a credit has not been paid to you under another current Chorus offer.

[Note: Subject to the other criteria for Qualifying Connections set out above, orders which are in-flight but not yet service given as at 1 January 2010 will be eligible for the increased credit contribution of \$150 under this Offer.]

How does the waiver of certain transaction charges work?

6. Chorus will waive the transaction charges listed in Part A for Qualifying Connections that satisfy the eligibility criteria for the upgrade types set out in the relevant table.

How does the credit contribution to your costs work?

7. Chorus will pay \$150 for each Qualifying Connection as a contribution to your costs to migrate customers to any of the Qualifying Connection types that are the subject of this Offer.

How will the credit contribution to your costs be applied?

8. Each month we will identify the connections which have qualified as a Qualifying Connection and which have been service given in the preceding month and pay an amount equal to the value of the aggregated credits applicable to those Qualifying Connections as set out in clause 7.
9. If there is a failed install of VDSL for a Qualifying Connection, we may not apply the credit contribution as set out in clause 7 (at our sole discretion). Any criteria we use to assess whether to apply the credit contribution in these circumstances will be applied in the same manner to you and all other service providers participating in the Offer.

10. We will let you know if there are any changes to the way the credits are applied.
11. Once a Qualifying Connection is service given, we will monitor the network status of the address of the Qualifying Connection. If such a Qualifying Connection is disconnected from our broadband network at any time during the 12 month period from the date of service given and remains disconnected for at least 30 days, we may require you to repay part of any credit contribution we have paid to you under this Offer as set out in the table below.

Date of disconnection from service given	Repayment	Date of disconnection from service given	Repayment
1 month and less	\$150.00	7 months	\$75.00
2 months	\$31.50	8 months	\$62.50
3 months	\$125.00	9 months	\$50.00
4 months	\$112.50	10 months	\$37.50
5 months	\$100.00	11 months	\$25.00
6 months	\$87.50	12 months	\$12.50

12. We may set off any amount that you owe to us (whether under the terms of this Offer or otherwise) against any amount payable by us to you under the terms of this Offer. We will let you know if we set off any amounts in accordance with this clause 12.

Conditions

13. By accepting the Offer, you agree that:
- (a) You will make any repayments we require from you in accordance with clause 11 (**Repayments**). Nothing in this clause precludes you from disputing any Repayments under the applicable relevant terms identified in clause 17.
 - (b) You are considering, in good faith, the further migration of any Qualifying Connections migrated under this Offer on to VDSL or fibre connections on our network in the near future.
 - (c) If, in Chorus' reasonable opinion, you are not complying with any of the terms of the Offer, Chorus may at any time and from time to time do any or all of the following:
 - (i) meet with you in good faith to discuss our concerns and what you are doing to comply;
 - (ii) escalate the issue within Chorus and your company for discussion in good faith;
 - (iii) suspend the credit contribution and/or transaction credits until the issue is resolved; and/or
 - (iv) terminate this Offer by 30 days' written notice to you.

For the purposes of this clause 13(b), "**good faith**" means the need to work together in an open, co-operative, honest and fair manner, provided that nothing prevents a party from acting in its own self-interest.

Exclusions

14. The Offer only applies to orders or transaction types set out in Part A.
15. No transaction or transfer charges are waived under this offer other than:
 - (a) the POA Exception to BAU ordering charge under the UBA STD. This charge will only be waived if you request the Bulk Migration Service; and
 - (b) those charges identified in Part A.

16. Application of relevant terms

17. Except as expressly provided under this Offer:
 - (a) the UCLL STD;
 - (b) the UCLL and UCLF Colocation STD;
 - (c) the UBA STD;each continue to apply to UCLL and UBA services (as applicable).

See Part A **attached**

Part A - Eligibility Criteria for orders on or before 31 March 2019

Qualifying Connection type	Eligibility criteria						
<p>Qualifying UCLL to ADSL2+(EUBA) Connection</p>	<p>There is an existing Chorus UCLL connection which you use to provide retail services at the address. The address must be identified by Chorus as being capable of upgrading to ADSL2+ (EUBA). In upgrading to ADSL2+ (EUBA), you must order an ADSL2+ (EUBA) new connection on or before 30 April 2019.</p> <p>Where a Qualifying Connection of this type is further upgraded from ADSL2+ (EUBA) to VDSL on or before 30 April 2019, Chorus will waive the following transaction charges:</p> <table border="1" data-bbox="645 655 1727 844"> <thead> <tr> <th data-bbox="645 655 1122 724">UBA STD ref</th> <th data-bbox="1122 655 1727 724">Transaction charges waived</th> </tr> </thead> <tbody> <tr> <td data-bbox="645 724 1122 793">1.10 - Plan change</td> <td data-bbox="1122 724 1727 793">\$7.17 - No port change at the DSLAM</td> </tr> <tr> <td data-bbox="645 793 1122 844">1.32 - Transfer</td> <td data-bbox="1122 793 1727 844">\$46.82 - Port change at the DSLAM</td> </tr> </tbody> </table> <p>No credit contribution is payable for any further upgrade from ADSL2+ (EUBA) to VDSL under this UCLL Migration Offer.</p>	UBA STD ref	Transaction charges waived	1.10 - Plan change	\$7.17 - No port change at the DSLAM	1.32 - Transfer	\$46.82 - Port change at the DSLAM
UBA STD ref	Transaction charges waived						
1.10 - Plan change	\$7.17 - No port change at the DSLAM						
1.32 - Transfer	\$46.82 - Port change at the DSLAM						
<p>Qualifying UCLL to VDSL Connection</p>	<p>There is an existing Chorus UCLL connection which you use to provide retail services at the address. The address must be identified by Chorus as being capable of upgrading to VDSL. In upgrading to VDSL, you must order a VDSL new connection on or before 30 April 2019.</p>						