

Chorus New Zealand Limited  
Chorus House  
66 Wyndham Street  
AUCKLAND

Recipient Name  
Organisation  
Address Line 1  
Address Line 2  
Address Line 3

Date

Dear [name]

### **Chorus Connect Offer extension**

We want all New Zealanders to have the best possible Broadband experience. That's why we are so focused on encouraging those 85% of Kiwi's who have a Better Broadband option available to them to take up the opportunity.

That's why we're extending the Chorus Connect Offer. This Offer is designed to encourage you to work with us to promote better broadband options to your customers by supporting you in with credits for focusing on two key areas:

- migrating offnet customers and customers on existing copper connections on our network to fibre connections; and
- upgrading existing fibre connections to faster fibre plans.

### **Credits**

Here's what you need to know about the payment of credits:

- You'll receive \$50, \$150 or \$200 for every qualifying connection migrated to fibre or upgraded to faster fibre plans.
- In addition you will also receive a \$50 bonus credit for any qualifying connection migrated to fibre.
- To qualify for the credit, the connection must:
  - have been ordered by 31 March 2019; and
  - be service given by 30 September 2019.
- We'll pay you the credit contribution once service has been given.
- You'll need to refund any credit we pay to you on a pro-rated basis for a connection that leaves our broadband network or downgrades up to 12 months of being service given.

The Chorus Connect Offer extension runs from 1 January 2019 until 31 March 2019, subject to the terms of this letter as set out in the appendix.

**Sign up**

If you have any questions please contact your account manager. If you accept this offer, please sign this letter and return it to us. You'll need to do so by 31 January 2019 or you'll miss out on participating in the offer.

Yours faithfully

**[company name]** agrees to the terms of the Copper Connect Offer as set out in this letter and attached appendix

Ed Hyde  
Chief Customer Officer  
Chorus New Zealand Limited

**Name**  
**Job Title**  
**Company**  
**Date:**

# APPENDIX

## Amended Terms of the Offer

### **Terms of the Chorus Connect Offer**

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

#### **Term**

1. The Offer will commence from 2 July 2018.
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. Qualifying Connections are those connections which:
  - (a) satisfy the eligibility criteria set out in Part A or Part B below (as applicable);
  - (b) are ordered by you between 1 January 2019 and the Termination Date; and
  - (c) are service given on or before 30 September 2019.

#### **How do the credit contributions to your costs work?**

6. Chorus will pay a contribution to your costs to migrate customers to any of the Qualifying Connection types as set out below:

<b>Qualifying Connection Type</b>	<b>Base Credit Contribution</b>
New Connection (BS2/2 Accelerate 100M+)	\$50
Upgrade Connection (BS2/2 Accelerate 100M+)	
Intact Connection (BS2/2 Accelerate 100M+)	
Upgrade Connection (Consumer/SME Max 500)	\$150
Upgrade Connection (BS3/3a)	
Intact Connection (Consumer/SME Max 500)	
Intact Connection (BS3/3a)	
New Connection (Consumer/SME Max 500)	\$200
New Connection (BS3/3a)	

Qualifying Connection Type	Additional Bonus Credit Contribution
New Connection (BS2/2 Accelerate)	\$50

**How will the credit contribution to your costs be applied?**

7. Each month we will identify the connections which have qualified as a Qualifying Connection 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 6.
8. We will let you know if there are any changes to the way the credits are applied.
9. Once a Qualifying Connection is service given, we will monitor the network status of the address of the Qualifying Connection. If a Base Credit and/or Additional Bonus Credit have been paid to you in relation to such a Qualifying Connection and that Qualifying Connection is:
  - (a) downgraded to an alternative broadband connection on our network at any time during the Repayment Period and remains downgraded for at least 30 days; or
  - (b) disconnected from our broadband network at any time during the Repayment Period and remains disconnected for at least 30 days,

in each case we may require you to repay the full credit contribution or part of any credit contribution we have paid to you under this Offer as set out in Part B below.

For the purposes of this clause 9, the **Repayment Period** means:

- For any Base Credit paid to you in relation to a Qualifying Connection, the 12 month period from the date of service given; and
- For any Additional Bonus Credit paid to you in relation to a Qualifying Connection, the 1 month period from the date of service given.

10. 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 10.

**Conditions**

11. By accepting the Offer, you agree that:
  - (a) You will make any repayments we require from you in accordance with clause 9 (**Repayments**). Nothing in this clause precludes you from disputing any Repayments under the applicable relevant terms identified in clause 13.
  - (b) 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 11(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**

12. The Offer only applies to orders or transaction types set out in Parts A and B below and will not apply to any other orders including (but not limited to) the following:
- (a) Gigatown plans;
  - (b) in relation to the Base Credit only, Bitstream Services 2/ 2 Accelerate less than 100M;
  - (c) Secondary plans;
  - (d) Any fibre plans ordered at Smart Locations;
  - (e) Any addresses where there is a current business legacy service on the Chorus Network;
  - (f) Upgrades from one Bitstream 3 or 3a service to another Bitstream 3 or 3a service; and
  - (g) Upgrades from Fibre Max to a Bitstream 3 or 3a service, where there was an initial migration to Fibre Max at that address which is eligible for a credit contribution under this offer.

No transaction or transfer charges are waived under this offer.

**Application of relevant terms**

13. Except as expressly provided under this Offer:
- (a) the Basic VDSL Amended Factsheet terms (which in turn adopts UBA STD terms);
  - (b) the UBA STD;
  - (c) UFB Reference Offer;
  - (d) Next Generation Access (NGA) Residential Install Offer; and
  - (e) UFB Business Install Offer,
- each continue to apply to Basic VDSL, UBA, and fibre services (as applicable).

See Part A, B and C **below**.

## Part A - Eligibility Criteria for Base Credit

Qualifying Connection type	Eligibility criteria
<p><b>New Connection (BS2/2 Accelerate 100M+)</b></p> <ul style="list-style-type: none"> <li>No fibre intact or copper connection to Bitstream 2 or Bitstream 2 Accelerate</li> <li>Layer 1 copper connection to Bitstream 2 or Bitstream 2 Accelerate</li> <li>ADSL to Bitstream 2 or Bitstream2 Accelerate</li> <li>VDSL/Boost VDSL to Bitstream 2 or Bitstream 2 Accelerate</li> </ul>	<p>There is either:</p> <ul style="list-style-type: none"> <li>no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or</li> <li>an existing layer 1 copper connection, ADSL or VDSL/Boost VDSL connection to the Chorus network which is used to provide retail services at the address – by you or another service provider.</li> </ul> <p>The address must be identified by Chorus as having fibre available, being capable of upgrading to fibre and having no fibre intact at the address.</p> <p>There must be no existing business legacy service over the Chorus network at the address.</p> <p>You must order a fibre new connection for either residential or business segment on a Chorus Bitstream 2 or Bitstream 2 Accelerate 100/20Mbps plan.</p>
<p><b>New Connection (Consumer/SME Max 500)</b></p> <ul style="list-style-type: none"> <li>No fibre intact or copper connection to Bitstream 2 Accelerate</li> <li>Layer 1 copper connection to Bitstream 2 Accelerate</li> <li>ADSL to Bitstream 2 Accelerate</li> <li>VDSL/Boost VDSL to Bitstream 2 Accelerate</li> </ul>	<p>There is either:</p> <ul style="list-style-type: none"> <li>no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or</li> <li>an existing layer 1 copper connection, ADSL or VDSL/Boost VDSL connection to the Chorus network which is used to provide retail services at the address – by you or another service provider.</li> </ul> <p>The address must be identified by Chorus as having fibre available, being capable of upgrading to fibre and having no fibre intact at the address.</p> <p>There must be no existing business legacy service over the Chorus network at the address.</p> <p>You must order a fibre new connection for Chorus Consumer Max 500 or a SME Max 500 plan.</p>
<p><b>New Connection (BS3/3a)</b></p> <ul style="list-style-type: none"> <li>No fibre intact or copper connection to Bitstream 3 or Bitstream 3a</li> <li>Layer 1 copper connection to Bitstream 3 or 3a</li> <li>ADSL to Bitstream 3 or Bitstream 3a</li> <li>VDSL/Boost VDSL to Bitstream 3 or Bitstream 3a</li> </ul>	<p>There is either:</p> <ul style="list-style-type: none"> <li>no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or</li> <li>an existing layer 1 copper connection, ADSL or VDSL/Boost VDSL connection to the Chorus network which is used to provide retail services at the address – by you or another service provider.</li> </ul> <p>The address must be identified by Chorus as having fibre available, being capable of upgrading to fibre and having no fibre intact at the address.</p> <p>There must be no existing business legacy service over the Chorus network at the address.</p> <p>You must order a fibre new connection for a Chorus Bitstream 3 or Bitstream 3a plan.</p>
<p><b>Upgrade Connection (&gt;BS2 100M)</b> - Bitstream2 or Bitstream2 Accelerate less than 100Mbps to Bitstream 2 or Bistream 2 Accelerate 100Mbps or greater</p>	<p>There is an existing fibre service provided over the Chorus network at the address (i.e. Bitstream2 or Bitstream2 Accelerate less than 100/20Mbps plan) – by you or another service provider.</p> <p>You must order a fibre upgrade for either residential or business segment on to a Chorus Bitstream 2 or Bitstream 2 Accelerate plan 100/20Mbps or greater.</p>
<p><b>Upgrade Connection (Consumer/SME Max 500)</b> – Bitstream 2 Accelerate less than 1000Mbps to Bistream 2 Accelerate 1000Mbps</p>	<p>There is an existing fibre service provided over the Chorus network at the address (i.e. Bitstream2 or Bitstream2 Accelerate less than 1000/500Mbps national plan) – by you or another service provider.</p> <p>You must order a fibre upgrade to a Chorus Consumer Max 500 or SME Max 500 plan.</p>

<b>Qualifying Connection type</b>	<b>Eligibility criteria</b>
<b>Upgrade Connection (BS3/3a)</b> – Bistream 2 or Bistream 2 Accelerate to Bistream 3 or Bistream 3a	<p>There is an existing fibre Bistream 2 or Bistream2 Accelerate service provided over the Chorus network at the address – by you or another service provider.</p> <p>You must order a fibre upgrade to a Chorus Bistream 3 or Bistream 3a plan.</p>
<b>Intact Connection (BS2/2 Accelerate 100M+)</b> - Inactive Fibre intact to Bistream 2 or Bistream 2 Accelerate	<p>There is either:</p> <ul style="list-style-type: none"> <li>• an intact fibre connection to the Chorus network at the address installed as part of Chorus-led managed migration or pre-build fibre activity, with no fibre service provided over the Chorus network; or</li> <li>• an intact fibre connection to the Chorus network at the address with no fibre service provided over the Chorus network for 30 days or longer.</li> </ul> <p>The address must be identified by Chorus as having Chorus fibre intact at the address.</p> <p>You must order a fibre new connection for either residential or business segment on a Chorus Bistream 2 or Bistream 2 Accelerate 100/20Mbps plan.</p>
<b>Intact Connection (Consumer/SME Max 500)</b> - Inactive Fibre intact to Bistream 2 Accelerate	<p>There is either:</p> <ul style="list-style-type: none"> <li>• an intact fibre connection to the Chorus network at the address installed as part of Chorus-led managed migration or pre-build fibre activity, with no fibre service provided over the Chorus network; or</li> <li>• an intact fibre connection to the Chorus network at the address with no fibre service provided over the Chorus network for 30 days or longer.</li> </ul> <p>The address must be identified by Chorus as having fibre intact at the address.</p> <p>You must order a fibre new connection for a Chorus Consumer Max 500 or SME Max 500 plan.</p>
<b>Intact Connection (BS3/3a)</b> - Inactive Fibre intact to Bistream 3 or Bistream 3a	<p>There is either:</p> <ul style="list-style-type: none"> <li>• an intact fibre connection to the Chorus network at the address installed as part of Chorus-led managed migration or pre-build fibre activity, with no fibre service provided over the Chorus network; or</li> <li>• an intact fibre connection to the Chorus network at the address with no fibre service provided over the Chorus network for 30 days or longer.</li> </ul> <p>The address must be identified by Chorus as having fibre intact at the address.</p> <p>You must order a fibre new connection for a Chorus Bistream 3 or Bistream 3a plan.</p>

## Part B – Eligibility Criteria for Additional Bonus Credit

Qualifying Connection type	Eligibility criteria
<p><b>New Connection (BS2/2 Accelerate)</b></p> <ul style="list-style-type: none"> <li>• No fibre intact or copper connection to Bitstream 2 or Bitstream 2 Accelerate</li> <li>• Layer 1 copper connection to Bitstream 2 or Bitstream 2 Accelerate</li> <li>• ADSL to Bitstream 2 or Bitstream2 Accelerate</li> <li>• VDSL to Bitstream 2 or Bitstream 2 Accelerate</li> </ul>	<p>There is either:</p> <ul style="list-style-type: none"> <li>• no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or</li> <li>• an existing layer 1 copper connection, ADSL or VDSL connection to the Chorus network which is used to provide retail services at the address – by you or another service provider.</li> </ul> <p>The address must be identified by Chorus as having fibre available, being capable of upgrading to fibre and having no fibre intact at the address.</p> <p>There must be no existing business legacy service over the Chorus network at the address.</p> <p>You must order a fibre new connection for residential on a Chorus Bitstream 2 or Bitstream 2 Accelerate plan.</p>



## Part C – Repayment of Base Credits and/or Additional Bonus Credits

### Pro-rated Base Credit repayments for disconnection or downgrade

Date of disconnection or downgrade from service given	Credit contribution		
	\$50	\$150	\$200
Under 1 month	\$50.00	\$150.00	\$200.00
1 month but less than 2 months	\$45.83	\$137.50	\$183.33
2 months but less than 3 months	\$41.67	\$125.00	\$166.67
3 months but less than 4 months	\$37.50	\$112.50	\$150.00
4 months but less than 5 months	\$33.33	\$100.00	\$133.33
5 months but less than 6 months	\$29.17	\$87.50	\$116.67
6 months but less than 7 months	\$25.00	\$75.00	\$100.00
7 months but less than 8 months	\$20.83	\$62.50	\$83.33
8 months but less than 9 months	\$16.67	\$50.00	\$66.67
9 months but less than 10 months	\$12.50	\$37.50	\$50.00
10 months but less than 11 months	\$8.33	\$25.00	\$33.33
11 months but less than 12 months	\$4.17	\$12.50	\$16.67

### Additional Bonus Credit repayments for disconnection or downgrade

Date of disconnection or downgrade from service given	Repayment
1 month or less	\$50.00