

Taking advantage of the expanded Chorus Connect Offer

Our Customer Update dated 17 December 2018 sets out the background to our expansion of the Chorus Connect Offer.

If you have already signed up to the Chorus Connect Offer, you don't need to do anything to enjoy the benefits of the expanded Chorus Connect Offer, including the additional bonus credit.

If you haven't yet signed up previously, but would like to participate in the expanded Chorus Connect Offer and the additional bonus credit, you'll now have another opportunity to do so. You'll need to sign and return the Offer Letter by 31 January 2019 to be eligible. If you have any queries regarding the offer or wish to sign up, please contact your account manager.

If you choose to enjoy the extension of the Chorus Connect Offer and the additional bonus credit, you'll be deemed to have:

- Accepted that the price for the Fibre 100/20 plan from 1 July 2018 is \$45; and
- Waived any legal right to challenge this price increase at any time in the future.

If you don't want to take advantage of the extension of the Chorus Connect Offer and the additional bonus credit, you'll need to opt-out by contacting your account lead as soon as possible, and by 31 January 2019 at the latest.

You aren't able to elect to opt out of the additional bonus credit and still take advantage of the remainder of the expanded Chorus Connect Offer for the extended offer period. The extension and additional bonus credit are a package arrangement.

We've set out below the amendments to the Offer terms to reflect the changes to the Offer (shown as mark-ups).

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 ~~December 2018~~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 ~~on or before~~ between 1 January 2019 and the Termination Date; and
 - (c) are service given on or before 30 ~~June~~ September 2019.

How ~~does~~ do the credit ~~contribution~~ 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:

Qualifying Connection Type	<u>Base Credit Contribution</u>
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)	\$200
New Connection (Consumer/SME Max 500)	
New Connection (BS3/3a)	

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

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 such a~~ 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 ~~12 months period from the date of service given~~Repayment Period and remains downgraded for at least 30 days; or
- (b) disconnected from our broadband network at any time during the ~~12 month period from the date of service given~~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 ~~Part~~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) Boost VDSL Service Appendix;~~
- ~~(d)~~(c) UFB Reference Offer;
- ~~(e)~~(d) Next Generation Access (NGA) Residential Install Offer; and
- ~~(f)~~(e) UFB Business Install Offer,

each continue to apply to Basic VDSL, UBA, ~~Boost VDSL services~~ and fibre services (as applicable).

See Part A, B and BC below.

Part A - Eligibility Criteria for Base Credit

Qualifying Connection type	Eligibility criteria
<p>New Connection (BS2/2 Accelerate 100M+)</p> <ul style="list-style-type: none"> No fibre intact or copper connection to Bitstream 2 or Bitstream 2 Accelerate Layer 1 copper connection to Bitstream 2 or Bitstream 2 Accelerate ADSL to Bitstream 2 or Bitstream2 Accelerate VDSL/Boost VDSL to Bitstream 2 or Bitstream 2 Accelerate 	<p>There is either:</p> <ul style="list-style-type: none"> no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or 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. <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>New Connection (Consumer/SME Max 500)</p> <ul style="list-style-type: none"> No fibre intact or copper connection to Bitstream 2 Accelerate Layer 1 copper connection to Bitstream 2 Accelerate ADSL to Bitstream 2 Accelerate VDSL/Boost VDSL to Bitstream 2 Accelerate 	<p>There is either:</p> <ul style="list-style-type: none"> no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or 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. <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>New Connection (BS3/3a)</p> <ul style="list-style-type: none"> No fibre intact or copper connection to Bitstream 3 or Bitstream 3a Layer 1 copper connection to Bitstream 3 or 3a ADSL to Bitstream 3 or Bitstream 3a VDSL/Boost VDSL to Bitstream 3 or Bitstream 3a 	<p>There is either:</p> <ul style="list-style-type: none"> no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or 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. <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>Upgrade Connection (>BS2 100M) - 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>Upgrade Connection (Consumer/SME Max 500) – 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>

Qualifying Connection type	Eligibility criteria
Upgrade Connection (BS3/3a) – Bistream 2 or Bistream 2 Accelerate to Bistream 3 or Bistream 3a	<p>There is an existing fibre Bitstream 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 Bitstream 3 or Bitstream 3a plan.</p>
Intact Connection (BS2/2 Accelerate 100M+) - Inactive Fibre intact to Bitstream 2 or Bitstream 2 Accelerate	<p>There is either:</p> <ul style="list-style-type: none"> • 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 • 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. <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 Bitstream 2 or Bitstream 2 Accelerate 100/20Mbps plan.</p>
Intact Connection (Consumer/SME Max 500) - Inactive Fibre intact to Bitstream 2 Accelerate	<p>There is either:</p> <ul style="list-style-type: none"> • 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 • 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. <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>
Intact Connection (BS3/3a) - Inactive Fibre intact to Bitstream 3 or Bitstream 3a	<p>There is either:</p> <ul style="list-style-type: none"> • 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 • 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. <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 Bitstream 3 or Bitstream 3a plan.</p>

Part B – Eligibility Criteria for Additional Bonus Credit

<u>Qualifying Connection type</u>	<u>Eligibility criteria</u>
<p><u>New Connection (BS2/2 Accelerate)</u></p> <ul style="list-style-type: none"> • <u>No fibre intact or copper connection to Bitstream 2 or Bitstream 2 Accelerate</u> • <u>Layer 1 copper connection to Bitstream 2 or Bitstream 2 Accelerate</u> • <u>ADSL to Bitstream 2 or Bitstream2 Accelerate</u> • <u>VDSL to Bitstream 2 or Bitstream 2 Accelerate</u> 	<p>There is either:</p> <ul style="list-style-type: none"> • <u>no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or</u> • <u>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.</u> <p><u>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.</u></p> <p><u>There must be no existing business legacy service over the Chorus network at the address.</u></p> <p><u>You must order a fibre new connection for residential on a Chorus Bitstream 2 or Bitstream 2 Accelerate plan.</u></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

<u>Date of disconnection or downgrade from service given</u>	<u>Repayment</u>
<u>1 month or less</u>	<u>\$50.00</u>