
BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice-President
Regulatory & External Affairs

(850) 224-7798
Fax (850) 224-5073

December 17, 2004

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff and Private Line Services Tariff:

General Subscriber Service Tariff

- Section A2 - Third Revised Page 35.5.16
- Second Revised Page 35.5.17
- First Revised Page 35.5.18

Private Line Services Tariff

- Section B2 - Original Page 71.74
- Original Page 71.75
- Original Page 71.76

The purpose of this filing is to provide for the BellSouth^R Business Winning RewardsSM 2005 Special Promotion. The Promotion will begin January 3, 2005 and end June 30, 2005.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Vice President

Attachments

Florida
Promotion Description

BellSouth[®] Business Winning RewardsSM 2005

OVERVIEW OF PROMOTION

BellSouth plans to offer the following special promotion beginning January 3, 2005 and ending on June 30, 2005.

This special promotion will be available to new and existing BellSouth business customers who spend between \$900 to \$300,000 per year in eligible regulated services.

Program Eligibility

- Available to BellSouth business customers who bill between \$75 and \$25,000 in Total Monthly Billed Revenue (TBR), excluding those charges identified below* for BellSouth regulated services and as identified on the list of Billed Telephone Numbers on the Enrollment Form for services provided in the nine state BellSouth Region. Customer's monthly billed revenue must total \$75 or more in any given month to be eligible for this Promotion.
- Subscriber must sign a 12, 24 or 36 month term agreement.
- This Promotion may also be combined with the following Promotions:
 - BellSouth[®] PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded)
 - BellSouth[®] 1st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required)
 - BellSouth[®] MegaLink Mileage Improvement Promotion

*Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service).

Program Elements

Rewards will appear within one to two billing cycles after the term agreement has been signed and implemented unless specified otherwise in the following. Applicable taxes and fees will be based on the full retail price of all products and services that are billed. No taxes or fees will be added to the monthly reward amounts given under this Promotion.

Monthly Rewards

During the term of the agreement, customer will receive a monthly reward (bill credit) equal to 5%, 10% or 15% of total billed BellSouth regulated charges for eligible General Subscriber Services and eligible Private Line Services (TBR).

Monthly rewards are as follows:

- 12 Month Term = 5% of eligible monthly TBR (monthly reward will be capped at \$1,250 per month) and 50% of hunting charges
- 24 Month Term = 10% of eligible monthly TBR (monthly reward will be capped at \$2,500 per month) and 75% of hunting charges

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

Florida Promotion Description

- 36 Month Term = 15% of eligible monthly TBR (monthly reward will be capped at \$3,750 per month) and 100% of hunting charges

New Service Rewards

Waiver of the non-recurring installation charges and waiver of first month recurring charges for all new qualifying services ordered and installed during the term of the Agreement. Qualifying services include: 1FBs, PBX Trunks, BellSouth® MegaLink® Service, BellSouth® Centrex, BellSouth® Primary Rate ISDN, BellSouth® Frame Relay Service, Hunting/Rotary services and Custom Calling features. A 12 month term agreement is required for BellSouth® Centrex, BellSouth® MegaLink® Service, BellSouth® Primary Rate ISDN and BellSouth® Frame Relay Service. Existing BellSouth® Business Winning Rewards (2004 Promotion) and BellSouth® Premium Rewards customers are eligible for these new service rewards only for qualifying services added during this promotional period. These customers are eligible to migrate to this Promotion if they have completed at least 12 months under the current term agreement and the revenue and length associated with the new term agreement is equal to or greater than the current term agreement.

Growth Awards

Customers on a 24 or 36 month term agreement are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below:

- 24 Month Term – this award is calculated after the 12th month is completed. The award is the amount equal to one month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in Month 12. The award will be applied to one account number within 30 to 60 days of completion of the 12 month review. Maximum of one Growth Award for a 24-month term agreement. The Growth Award will not exceed \$25,000.
- 36 Month Term - these awards are calculated after the 12th and 24th months of the term agreement have been completed. The first award is calculated after the 12th month is completed. The award is the amount equal to one month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in Month 12. The award will be applied to one account number within 30 to 60 days of completion of the 12 month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the 24th month is completed. The award is the amount equal to one month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in Month 24. The award will be applied to one account number within 30 to 60 days of completion of the 24 month review. Maximum of two Growth Awards for a 36-month contract. The total of both Growth Awards will not exceed \$25,000.

The Growth Award will appear as a bill credit in the OC&C section of the bill assigned to one customer designated BellSouth® Business Winning Rewards account number.

Florida Promotion Description

Special Sweeteners

Customers who sign up for this program are also eligible for special sweeteners on the following optional services (these services may require a separate contract):

BellSouth® Long Distance Services provided by BellSouth® Long Distance, Inc.

BellSouth® Fast Access® Business DSL Service

BellSouth® Dedicated Internet Access (DIA)

Termination Charges

Should Customer terminate Agreement without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term, Customer must reimburse BellSouth for all rewards received prior to the date of such termination (except in Tennessee whereby should Customer terminate the tariff term plan without cause prior to the expiration of the term plan, Customer shall pay a termination charge as specified in BellSouth tariffs). These charges will appear on the Customer's final bill as a charge in the OC&C section. Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the tariff or any other agreement.

Program Restrictions

- One Promotion per customer
- Subscribers participating in Key Customer, Simple Savings, Simple Solutions, BellSouth® Business Rewards Plus, Welcoming Rewards, Complete Choice for Business, Contract Service Arrangements, Special Assembly, Volume and Term Agreements, BellSouth Select Program or Custom Advantage are not eligible for this promotion. Additionally, customers subscribing to BellSouth® Smart Path service, BellSouth Integrated Services (BIS) or any 911 service offering are excluded from this Promotion.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: ~~June 16, 2004~~ December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

~~Second-Third~~ Revised Page 35.5.16
Cancels ~~First-Second~~ Revised Page 35.5.16

EFFECTIVE: ~~July 1, 2004~~ January 3, 2005

New Service Rewards - During the term of the agreement, (N)
the customer will receive the following New Service
Rewards for all new regulated qualifying services
(services included in the promotion) ordered and
installed during the term of the agreement:
-- waiver of the regulated non-recurring installation (N)
charges
-- waiver of the first month recurring charges (N)
Existing BellSouth Business Winning Rewards (2004 (N)
Promotion) and BellSouth Premium Rewards
customers are eligible for these new service rewards
only for qualifying services added during this
promotional period. These customers are eligible to
migrate to this Promotion if they have completed at
least 12 months under the current term agreement
and the revenue and length associated with the new
term agreement is equal to or greater than the current
term agreement.

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards (2005) Cont'd -- Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including <u>Complete Choice for Business</u> , <u>Special Assembly</u> , Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, BellSouth Business Premium Rewards , Key Customer program, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings promotion. <u>BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promtion.</u> -- This promotion is only available to customers where BellSouth offers service and facilities are available. -- Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program. -- There is a limit of one promotion for the same account, at the same address, and in the same name. -- Existing contracts may not be re-negotiated in order to receive this promotion <u>except as otherwise stated in this Tariff.</u> -- BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.	Growth Awards - This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. <u>These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below:</u> --Twenty-four (24) Month Term - this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new <u>qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12).</u> The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000) --Thirty-six (36) Month Term - these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000)	(M)(F)(N) (M)(C) (N) (N) (C)

Material previously appearing on this page now appears on page(s) 35.5.16 of this section.

Material appearing on this page previously appeared on page(s) 35.5.16 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

ISSUED: ~~November 21, 2003~~ December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: ~~December 8, 2003~~ January 3, 2005

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards <u>2005</u> (Cont'd) -- Should the subscriber terminate the service purchased under this agreement <u>without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected</u> before the term expires for reasons other than BellSouth's material breach, the subscriber shall reimburse BellSouth for <u>all rewards received prior to the date of such termination</u> , the installation and monthly recurring charges that were waived for the affected services as part of this Program and shall pay any other applicable termination charges as described in A2.4.10.E.1 of BellSouth's Tariff. This charge will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No termination charge shall apply provided the subscriber maintains cumulative monthly spending of seventy-five dollars (\$75) for all BellSouth services provided by BellSouth to the subscriber in the program. <u>Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.</u>		(N) (C) (N) (C)

FLORIDA

ISSUED: December 17, 2004

EFFECTIVE: January 3, 2005

BY: Joseph P. Lacher, President -FL

Miami, Florida

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

<u>Area of Promotion</u>	<u>Service</u>	<u>Charges Waived</u>	<u>Period Authority</u>	
BellSouth's Service Territory	BellSouth Business Winning Rewards 2005	Monthly Rewards -During the term of the agreement, the customer will receive	01/03/05	(N)
-- From Central Office where services are available	--BellSouth plans the following promotion that will begin January 3, 2005 and end on June 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Growth Awards as defined herein. Services included in this promotion are: 1FB, PBX Trunks, BellSouth Centrex service, BellSouth MegaLink service, BellSouth Primary Rate ISDN service, BellSouth Frame Relay service, Hunting, Custom Calling Features.	Monthly Rewards (bill credits) equal to the appropriate percentage of the total billed charges for eligible regulated services as follows:	to 06/30/05	(N)
	-- This promotion is available to new and existing business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in total monthly billed revenue excluding charges identified following. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service). Customer's monthly billed revenue must total seventy-five dollars (\$75) or more in any given month to be eligible for this Promotion.	--Twelve (12) month term: -- five percent (5%) of eligible TBR not to exceed one thousand, two hundred and fifty dollars (\$1,250) monthly -- Fifty percent (50%) off Hunting		(N) (N) (N)
	-- Subscribers must sign a 12, 24 or 36 month term agreement in order to participate in this promotion.	--Twenty-four (24) month term: -- ten percent (10%) of eligible TBR not to exceed two thousand, five hundred dollars (\$2,500) monthly -- Seventy-five percent (75%) off Hunting		(N) (N) (N)
	--This promotion is available for resale.	-- Thirty-six (36) month term: -- fifteen percent (15%) of eligible TBR not to exceed three thousand, seven hundred and fifty dollars (\$3,750) monthly -- One hundred percent (100%) off Hunting		(N) (N) (N)
	-- Promotion rewards will appear as a credit in the Other Charges & Credits section of the Subscriber's bill in a subsequent billing period, usually within one (1) to two (2) billing cycles.	New Service Rewards - During the term of the agreement, the customer will receive the following New Service Rewards for all new regulated qualifying services (services included in the promotion) ordered and installed during the term of the agreement: -- waiver of the regulated non-recurring installation charges -- waiver of the first month recurring charges Existing BellSouth Business Winning Rewards (2004 Promotion) and BellSouth Premium Rewards customers are eligible for these new service rewards only for qualifying services added during this promotional period. These customers are eligible to migrate to this Promotion if they have completed at least 12 months under the current term agreement and the revenue and length associated with the new term agreement is equal to or greater than the current term agreement.		(N) (N) (N) (N)

FLORIDA
ISSUED: December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: January 3, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

<u>Area of Promotion</u>	<u>Service</u>	<u>Charges Waived</u>	<u>Period Authority</u>
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards 2005 (Cont'd) -- Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including Complete Choice for Business, Special Assembly, Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, Key Customer, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings. BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1 st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promotion. -- This promotion is only available to customers where BellSouth offers service and facilities are available. -- Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program. -- There is a limit of one promotion for the same account, at the same address, and in the same name. -- Existing contracts may not be re-negotiated in order to receive this promotion except as otherwise stated in this Tariff. -- BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.	Growth Awards - This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below: --Twenty-four (24) Month Term - this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000). --Thirty-six (36) Month Term - these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000).	(N) (N) (N) (N) (N) (N) (N) (N)

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards 2005	<u>Monthly Rewards</u> -During the term of the agreement, the customer will receive	01/03/05 (N)
	--BellSouth plans the following promotion that will begin January 3, 2005 and end on June 30, 2005 . This promotion offers subscribers Monthly Rewards, New Service Rewards and Growth Awards as defined herein. Services included in this promotion are: 1FB, PBX Trunks, BellSouth Centrex service, BellSouth MegaLink service, BellSouth Primary Rate ISDN service, BellSouth Frame Relay service, Hunting, Custom Calling Features.	Monthly Rewards (bill credits) equal to the appropriate percentage of the total billed charges for eligible regulated services as follows:	06/30/05 (C)
	-- This promotion is available to new and existing business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in total monthly billed revenue excluding charges identified following. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service). Customer's monthly billed revenue must total seventy-five dollars (\$75) or more in any given month to be eligible for this Promotion.	--Twelve (12) month term: -- five percent (5%) of eligible TBR not to exceed one thousand, two hundred and fifty dollars (\$1,250) monthly -- Fifty percent (50%) off Hunting	(C) (C) (C)
	-- Subscribers must sign a 12, 24 or 36 month term agreement in order to participate in this promotion.	--Twenty-four (24) month term: -- ten percent (10%) of eligible TBR not to exceed two thousand, five hundred dollars (\$2,500) monthly -- Seventy-five percent (75%) off Hunting	(M) (C) (M) (C) (M) (C)
	--This promotion is available for resale.	-- Thirty-six (36) month term: -- fifteen percent (15%) of eligible TBR not to exceed three thousand, seven hundred and fifty dollars (\$3,750) monthly -- One hundred percent (100%) off Hunting	(M) (C) (M) (C) (M) (C)
	-- Promotion rewards will appear as a credit in the Other Charges & Credits section of the Subscriber's bill in a subsequent billing period, usually within one (1) to two (2) billing cycles.	<u>New Service Rewards</u> - During the term of the agreement, the customer will receive the following New Service Rewards for all new regulated qualifying services (services included in the promotion) ordered and installed during the term of the agreement: -- waiver of the regulated non-recurring installation charges -- waiver of the first month recurring charges	(N) (N) (N)
		Existing BellSouth Business Winning Rewards (2004 Promotion) and BellSouth Premium Rewards customers are eligible for these new service rewards only for qualifying services added during this promotional period. These customers are eligible to migrate to this Promotion if they have completed at least 12 months under the current term agreement and the revenue and length associated with the new term agreement is equal to or greater than the current term agreement.	(N)

Material appearing on this page previously appeared on page(s) 35.5.17 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards <i>2005</i> (Cont'd) -- Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including <i>Complete Choice for Business, Special Assembly</i> , Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, Key Customer, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings. <i>BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promotion.</i>	<u>Growth Awards</u> - This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below: --Twenty-four (24) Month Term - this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000). --Thirty-six (36) Month Term - these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000).	(N)
	-- This promotion is only available to customers where BellSouth offers service and facilities are available.		(C)
	-- Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program.		
	-- There is a limit of one promotion for the same account, at the same address, and in the same name.		
	-- Existing contracts may not be re-negotiated in order to receive this promotion <i>except as otherwise stated in this Tariff</i> .		(N)
	-- BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.		(C)

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards <i>2005</i> (Cont'd) -- Should the subscriber terminate the agreement <i>without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term</i> , the subscriber shall reimburse BellSouth for <i>all rewards received prior to the date of such termination</i> . This charge will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No termination charge shall apply provided the subscriber maintains cumulative monthly spending of seventy-five dollars (\$75) for all BellSouth services provided by BellSouth to the subscriber in the program. <i>Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.</i>		(C) (C)

FLORIDA
ISSUED: December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: January 3, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards 2005	<u>Monthly Rewards</u> -During the term of the agreement, the customer will receive	01/03/05 to 06/30/05	(N)
	--BellSouth plans the following promotion that will begin January 3, 2005 and end on June 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Growth Awards as defined herein. Services included in this promotion are: IFB, PBX Trunks, BellSouth Centrex service, BellSouth MegaLink service, BellSouth Primary Rate ISDN service, BellSouth Frame Relay service, Hunting, Custom Calling Features.	Monthly Rewards (bill credits) equal to the appropriate percentage of the total billed charges for eligible regulated services as follows:		(N)
	-- This promotion is available to new and existing business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in total monthly billed revenue excluding charges identified following. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service). Customer's monthly billed revenue must total seventy-five dollars (\$75) or more in any given month to be eligible for this Promotion.	--Twelve (12) month term: -- five percent (5%) of eligible TBR not to exceed one thousand, two hundred and fifty dollars (\$1,250) monthly -- Fifty percent (50%) off Hunting		(N) (N) (N)
	-- Subscribers must sign a 12, 24 or 36 month term agreement in order to participate in this promotion.	--Twenty-four (24) month term: -- ten percent (10%) of eligible TBR not to exceed two thousand, five hundred dollars (\$2,500) monthly -- Seventy-five percent (75%) off Hunting		(N) (N) (N)
	--This promotion is available for resale.	-- Thirty-six (36) month term: -- fifteen percent (15%) of eligible TBR not to exceed three thousand, seven hundred and fifty dollars (\$3,750) monthly -- One hundred percent (100%) off Hunting		(N) (N) (N)
	-- Promotion rewards will appear as a credit in the Other Charges & Credits section of the Subscriber's bill in a subsequent billing period, usually within one (1) to two (2) billing cycles.	<u>New Service Rewards</u> - During the term of the agreement, the customer will receive the following New Service Rewards for all new regulated qualifying services (services included in the promotion) ordered and installed during the term of the agreement: -- waiver of the regulated non-recurring installation charges -- waiver of the first month recurring charges Existing BellSouth Business Winning Rewards (2004 Promotion) and BellSouth Premium Rewards customers are eligible for these new service rewards only for qualifying services added during this promotional period. These customers are eligible to migrate to this Promotion if they have completed at least 12 months under the current term agreement and the revenue and length associated with the new term agreement is equal to or greater than the current term agreement.		(N) (N) (N) (N)

FLORIDA
ISSUED: December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: January 3, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards 2005 (Cont'd) -- Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including Complete Choice for Business, Special Assembly, Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, Key Customer, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings. BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1 st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promotion. -- This promotion is only available to customers where BellSouth offers service and facilities are available. -- Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program. -- There is a limit of one promotion for the same account, at the same address, and in the same name. -- Existing contracts may not be re-negotiated in order to receive this promotion except as otherwise stated in this Tariff. -- BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.	<u>Growth Awards</u> - This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below: --Twenty-four (24) Month Term - this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000). --Thirty-six (36) Month Term - these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000).	(N) (N) (N) (N) (N) (N) (N) (N)

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	BellSouth Business Winning Rewards 2005 (Cont'd)		(N)
	-- Should the subscriber terminate the agreement without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term, the subscriber shall reimburse BellSouth for all rewards received prior to the date of such termination. This charge will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No termination charge shall apply provided the subscriber maintains cumulative monthly spending of seventy-five dollars (\$75) for all BellSouth services provided by BellSouth to the subscriber in the program. Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.		(N)