## Voice Data Internet Wireless Entertainment



Embarq Corporation EMBARQ.com Mailstop: KSOPHN0304-3B404 6450 Sprint Parkway Overland Park, KS 66251

June 7, 2006

Ms. Beth Salak
Director, Division of Competitive Markets and Enforcement
Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: **TL727** 

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of June 22, 2006. The Company's tariffs are available on its website at <a href="https://www.embarq.com/tariffs">www.embarq.com/tariffs</a>.

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Title Fourth Revised Sheet 4

Section A13 Twelfth Revised Contents Sheet 6

Second Revised Sheet 124

Original Sheet 125

This filing introduces the EMBARQ<sup>™</sup> Rewards Program.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please call Nancy Schnitzer at 850-599-1276.

Sincerely,

Mary L. Matthews

cc: Nancy Schnitzer Attachments

> Mary L. Matthews TARIFF ANALYST I Voice: (913) 315-9379 Fax: (913) 315-0763 Mary.L.Matthews@embarq.com

Embarq Florida, Inc.

Eighth Revised Sheet 6 Cancelling Seventh Revised Sheet 6 Effective: June 22, 2006

By: F. B. Poag Director

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Embarq Florida, Inc.

By: F. B. Poag Director

Fourth Revised Sheet 4
Cancelling Second Revised Sheet 4
Effective: June 22, 2006

# GENERAL EXCHANGE TARIFF FOR THE STATE OF FLORIDA

## Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this Tariff. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by the Company cannot be used by another party without authorization.

Digilink®
EMBARQ™ Rewards Program
EMBARQ Smart Connect<sup>SM</sup>
Lightlink<sup>SM</sup>
LineGuard®
SignalRing®
Switchlink<sup>SM</sup>

Talking Call Waiting<sup>SM</sup>
Telesaver<sup>SM</sup>
Translink®

(N)

Embarq Florida, Inc.

**SECTION A13** 

Twelfth Revised Contents Sheet 6
Cancelling Eleventh Revised Contents Sheet 6
Effective: June 22, 2006

Ву: F. B. Poag Director

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Embarq Florida, Inc. SECTION A13

Second Revised Sheet 124 Cancelling First Revised Sheet 124

Director Effective: June 22, 2006

#### MISCELLANEOUS SERVICE ARRANGEMENTS

#### CC. EMBARQ REWARDS PROGRAM

F. B. Poag

By:

For the purpose of this sub-section A13.CC. concerning the EMBARQ Business Rewards Program, the term "Embarq" refers to Embarq Florida, Inc. and all Embarq Local Operating Company affiliates. The term "Company" refers solely to Embarq Florida, Inc.

EMBARQ Business Rewards Program ("Program") is an Embarq business customer loyalty program. The program allows customers who meet certain criteria set by the Company to earn Rewards Dollars that can be redeemed for various travel and entertainment products/services or other non-telecommunications/non-regulated products and services. Available Rewards options may change at the discretion of the Company and are provided for customer redemption on an availability basis. The Company does not guarantee availability of any option. In order to redeem Rewards Dollars, program participants must be current on payment of all their Embarq account(s).

All business customers who subscribe to services provided by the Company under this tariff and/or to Embarq High-Speed Internet (each an "Eligible Service") are eligible for enrollment in the Program. There is no charge to enroll and no term or volume commitment associated with the Program. Customers may terminate their participation in the Program at any time by notifying the Company. Eligible customers may activate their enrollment in the Program by calling an Embarq business office or in response to targeted Embarq contacts with eligible customers.

Customers enrolled in the Program will receive one Rewards Dollar for each dollar of Qualifying Usage (as defined below) the customer spends on Eligible Services. Qualifying Usage is calculated based upon the sum of the customer's monthly recurring charges for Eligible Services usage, less any applicable discounts, taxes, surcharges, FCC charges, 911 charges, or nonrecurring charges. Nonrecurring charges include service connection charges and installation charges. Rewards Dollars will accrue monthly based on the customer's Qualifying Usage. Qualifying Usage only may accrue after the customer enrolls in the Program. To earn Rewards Dollars, the enrolled customer must have an active account and that account must be in good standing, as determined by Embarq. Rewards Dollars have no direct monetary value, have no cash surrender value, and are only good towards redemption of the various products/services provided by Embarg.

In addition to the standard Rewards Dollars earned as outlined in this tariff, participants may, from time to time, be awarded additional Rewards Dollars (including bonus rewards) based upon specific purchases or actions. Consistent with applicable Commission requirements, a separate promotional filing will be made with respect to any such rewards that are based upon the purchase of regulated products or services or subscription to other tariffed offers.

Embarg Florida, Inc. SECTION A13

By: F. B. Poag Original Sheet 125
Director Effective: June 22, 2006

#### MISCELLANEOUS SERVICE ARRANGEMENTS

### CC. EMBARQ REWARDS PROGRAM (Cont'd)

Program participants may change their service address within an Embarq service territory, add additional qualifying services, or make changes to the telephone numbers(s) associated with their enrolled account(s) and still continue as a Program participant. If a Program participant discontinues subscription to all Eligible Services, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited, unless such customer maintains Program eligibility based upon spending with other participating Embarq companies. A Program participate may not redeem Rewards Dollars against a canceled account. If the former Program participant (1) returns to Embarq for the same or substantially equivalent services within ninety days of terminating services; (2) re-enrolls in the Program; and (3) requests reinstatement of forfeited Rewards Dollars, such Rewards Dollars will be reinstated.

If a program participant fails to "actively participate" in the Program during any one-year period following Program enrollment, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited. "Actively participate" means any of the following activities: activating their account online, rewards redemption, logging onto the Program website, contacting the Company's service center responsible for managing the Program, or by other specified activities identified on the Program website.

Embarq reserves the right to terminate the Program at any time. No additional Rewards Dollars will be awarded from and after the Program termination date. If the Program is terminated by Embarq, Customers will be notified and will have ninety days from the date of notification during which to redeem any unused Rewards Dollars. Any Rewards Dollars not redeemed within that ninety day period are forfeited.

Misappropriation of Rewards Dollars or the violation of the Program terms may lead to appropriate administrative and/or legal action by Embarq, including but not limited to forfeiture of all accrued Rewards Dollars. Rewards Dollars may not be combined with or applied to other certificates, promotions or special offers, special rate programs, including, but not limited to: upgrades, tour/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value added price programs or repeat passenger or repeat guest programs, or industry discounts. Rewards Dollars cannot be combined with or transferred between any other Embarq partner reward program.

Neither Embarq nor any other supplier of any reward will have any liability whatsoever for redemptions made in good faith to individuals who claim to have authority to act on a Program participant's behalf. Embarq is not liable for errors or omissions by its employees or agents in interpreting or in carrying out the terms of this Program. Any and all tax liabilities arising from the Program are the sole responsibility of the Program participant.

Further information concerning the Program, including Rewards Dollars redemption options and other terms and conditions of the Program, is available at <a href="www.embarq.com/businessrewards">www.embarq.com/businessrewards</a>. In the event of a conflict between any of the information set forth in the referenced website and this tariff, the terms and conditions of this tariff will prevail.

Embarq Florida, Inc.

By: F. B. Poag Director Eighth Seventh Revised Sheet 6
Cancelling Seventh Sixth Revised Sheet 6
Effective: June 22, 2006 June 5, 2006

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Embarq Florida, Inc.

By: F. B. Poag Director

Fourth Third Revised Sheet 4
Cancelling Third Second Revised Sheet 4
Effective: June 22, 2006 June 5, 2006

# GENERAL EXCHANGE TARIFF FOR THE STATE OF FLORIDA

## Trademarks and Service Marks Used in this Tariff

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EMBARQ Smart Connect<sup>SM</sup>
Lightlink<sup>SM</sup>
LineGuard®
SignalRing®
Switchlink<sup>SM</sup>
Talking Call Waiting<sup>SM</sup>
Telesaver<sup>SM</sup>
Translink®

Embarq Florida, Inc.

Director

By:

**SECTION A13** 

Twelfth Eleventh Revised Contents Sheet 6
Cancelling Eleventh Tenth Revised Contents Sheet 6
Effective: June 22, 2006 June 5, 2006 F. B. Poag

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Embarg Florida, Inc. **SECTION A13** 

Second Revised Sheet 124

By: F. B. Poag Cancelling First Revised Original Sheet 124 Director

Effective: June 22, 2006 November 1, 2005

## MISCELLANEOUS SERVICE ARRANGEMENTS

### CC. EMBARQ REWARDS PROGRAM

For the purpose of this sub-section A13.AA., concerning the EMBARQ Business Rewards Program, the term "Embarg" refers to Embarg Florida, Inc. and all Embarg Local Operating Company affiliates. The term "Company" refers solely to Embarg Florida, Inc.

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Embarg Florida, Inc. SECTION A13

By: F. B. Poag Original Sheet 125
Director Effective: June 22, 2006

## MISCELLANEOUS SERVICE ARRANGEMENTS

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