

ANNEX .BARCELONA - SPECIAL CONDITIONS FOR THE .BARCELONA TLD

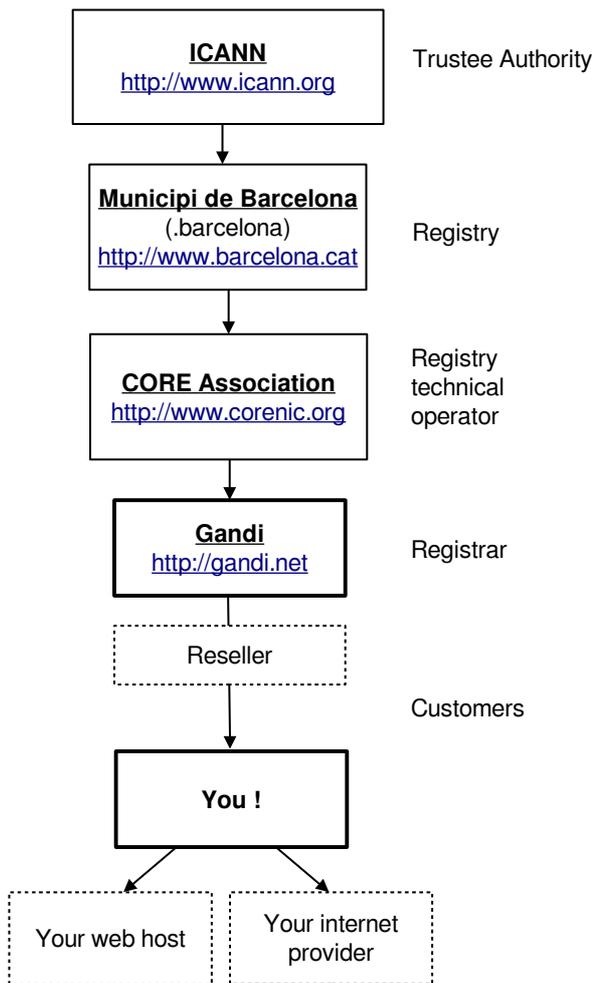
version 1.0 – February, 15th 2016

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .BARCELONA domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .BARCELONA.1. Trustee authority and Registry

.BARCELONA is the regional extension for the city of Barcelona. The following diagram presents the various parties involved for the .BARCELONA TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

Section .BARCELONA.2. Registration terms and conditions

When You apply to register a .BARCELONA domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .BARCELONA domain names, as defined by ICANN and the Registry of .BARCELONA, and which may be viewed at the following pages:

- Launch Phase Registration Policies :
<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEyDU1RUFK>

- Registration Policy:
<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEwUVNjRUFO>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .BARCELONA Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our website.

The Registry is a third party beneficiary of the present contract, entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

The contract between ICANN and the .BARCELONA Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/barcelona>

Section .BARCELONA.3. Launch Phase and General Opening

The .BARCELONA domain name launch will occur in several phases: Sunrise, other priority registration phases, Landrush and general opening.

The Sunrise, other priority registration and Landrush phases run from January 12th 2016 to March 3rd 2016. General opening is scheduled for March 21st 2016. These dates are not definitive and are subject to change by the Registry.

Preregistrations for general opening phase will be available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .BARCELONA.4. Special requirements

.BARCELONA special requirements are available at:
<http://www.gandi.net/domain/barcelona/info>

.BARCELONA domain names are open to individual or legal entity with a nexus to the .BARCELONA community at the time of registration and thereafter. This nexus means that You must be linked to the community at the time of registration and thereafter on a linguistic, cultural, tourism, commercial basis, or any other activity conducive to the welfare of this community.

Registration of a .BARCELONA domain name is subject to the further requirement that Your actions in the .BARCELONA community, as well as Your use of the registered domain name, must be:

- generally accepted as legitimate; and
- beneficial to the cause and the values of the .BARCELONA community; and
- commensurate to the role and importance of the domain,

according to the judgement that an average user would reasonably make in the context of that domain name; and

- in compliance with Catalan consumer protection, product and services labelling, advertising and fair communication regulation; and

- in compliance with current linguistic protection laws, and
- in good faith at the time of registration and thereafter.

During the registration, You are required to state Your intended use of the registered domain name. A false statement of intended use is an indication of bad faith and can be the basis for the suspension of the domain name.

The Registry may, at its sole discretion, deny, suspend and/or cancel Your .BARCELONA domain name registration if you fail to respond for over 10 days to inquiries regarding accuracy of Your contact information made by the Registry or Us.

Section .BARCELONA.5. Launch rules

5.1 Launch phases

Applications for all 5 categories will be accepted simultaneously and will be allocated at the end of the Launch Phase according to the following priority order :

1. Sunrise TMCH
2. Public Administrations
3. Local Trademarks
4. Local Entities
5. Landrush

During Public Administrations, Local Trademarks and Local Entities, please select the Sunrise period on Our interface without uploading SMD file. Orders will not be automatically sent to the Registry and We will contact You to finalize Your request at the Registry. For this purpose, We may request additional documents.

During Local Trademarks phase, please provide Your trademark number during Your order.

5.1.1 Sunrise

5.1.1.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You

comply with the eligibility conditions and rules enacted by the Registry,

- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your "SMD" file for verification.

5.1.1.2 Allocation rules

Sunrise applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

5.1.2 Public Administrations

5.1.2.1 Eligibility and Name Selection Requirements

This category is for public administrations with competences in the province of Barcelona.

Public administrations with competences in the province of Barcelona may register:

- their own names (including clear variations and/or abbreviations thereof);
- names of online or offline public services;
- geographical names and names of local landmarks;
- the same domain names registered by them in other TLDs and effectively used; and
- their registered trademarks.

Public administrations are specifically entitled to register the names of public services over which have specific responsibilities. These would include at least the list available in the Launch Policy available at the following URL:

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEydUI1RUFK>

(5. Priority 2 Category: Public Administrations Limited Registration Period)

5.1.2.2. Allocation rules

Should there be more than one eligible application for the same domain in this category, the one from the City Council of Barcelona or any of its departments and/or owned or participated companies will prevail over any other application.

Should the contention set be formed of two or more applications from Public Authorities other than the City Council of Barcelona or any of its departments or companies, the contention will be solved as described in the launch Policy:

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEydUI1RUFK>

(5.4 Contention Resolution)

Applications eligible under this category will be allocated with priority over eligible Local Trademarks, Local Entities and Landrush applications.

5.1.3 Local Trademarks

5.1.3.1 Eligibility and Name Selection Requirements

This category is for non TMCH validated trademarks with effect in the area of influence of Barcelona applied on or before June 13th 2012 and granted on or before July 8th 2015, and in force at the time of application of the domain name. "Local Trademarks" is defined in the Launch Policy :

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEydUI1RUFK>

(6. Priority 3 Category: Local Trademarks Limited Registration Period)

5.1.3.2 Allocation rules

Applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

5.1.4 Local Entities

5.1.4.1 Eligibility and Name Selection Requirements

This category is for local entities with legal seat or place of business in the province of Barcelona. These entities will be allowed to apply for, among others:

- their corporate names and/or trade names including clear variations and/or abbreviations thereof; and
- the same domain names registered by them in other TLDs and effectively used.

5.1.4.2 Allocation rules

Applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

5.1.5 Landrush

5.1.5.1 Eligibility and Name Selection Requirements

During Landrush, any interested party may submit one or more applications for any domain name that meets :

- the general eligibility criteria set out in the Section 4 of these special conditions and in the registration policy of the .BARCELONA; and that
- has not been reserved, registered or awarded by the Registry in the context of any other Launch categories.

5.1.5.2 Allocation rules

Applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the

domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,

- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

5.2 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMFEwUVNYRUEz>

5.3. Refund Conditions

Whatever the phase, the requests rejected by the Registry can be refunded subject to the refund by the Registry.

Section .BARCELONA.6. "Trademark Claim Notice" period

In accordance with ICANN rules, during others priority registration phases, the Landrush period and 90 days upon the general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, the third parties that are the owners of an identical trademark are notified of Your registration.

For preregistration requests for the general opening, beginning one day prior to the general opening, Gandi will notify You by email of the "Trademark Claim Notice" and Your registration request will be put in "error" until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the general opening and can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

Section .BARCELONA.7. Reserved names and premium domain names

Some words are reserved or prohibited:

- agreement between ICANN and the Registry (specification 5. schedule of reserved names):
<https://www.icann.org/resources/agreement/barcelona-2014-07-24-en>
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .BARCELONA.8. Registration term

The registration term is 1 year for requests made during the Sunrise, other priority registration phases, the Landrush period and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .BARCELONA.9. Pricing

Our prices can be viewed at:

<https://www.gandi.net/domain/price/detail/barcelona>

Section .BARCELONA.10. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

Section .BARCELONA.11. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BARCELONA domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:
<http://www.icann.org/udrp>
- explanations:
<http://www.icann.org/en/udrp/udrp.htm>
- Policy:
<http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules:
<http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers:
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:
<http://newgtlds.icann.org/en/applicants/urs>

The Registry has also established an Eligibility and Reconsideration Dispute Resolution Procedure ("ERDRP"), which sets out the terms and conditions in connection with any challenge to a decision by the Registry concerning eligibility to register in .BARCELONA, that You agree fully abide by:

<https://www.icann.org/resources/pages/erdrp-2012-02-25-en>

Section .BARCELONA.12. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

Section .BARCELONA.13. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .BARCELONA.14. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .BARCELONA.15. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry, its affiliates, members, subsidiaries, officers, directors and employees from and against any claim, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to the registration and/or the use of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .BARCELONA.16. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry and the Registry service providers acting on behalf of the Registry reserve the right to change the status of a domain name during the resolution of a dispute or a compliance procedure (ie: put on "hold", "lock" or similar status), as well as to reject, delete, suspend, modify, transfer to a third party any domain name, that it deems necessary, in their sole and entire discretion, in order to:

- protect the integrity and stability of the domain names and

Registry systems,

- comply with all applicable laws, government rules or requirements, request of law enforcement or any other relevant authority, or in compliance with any dispute resolution process,
- avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors and employees,
- stop or prevent any violations of and ensure compliance with ICANN and the Registry rules and/or the present contract,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to the registration of a domain name.

-end of annex .BARCELONA-