

ANNEX .ALSACE - SPECIAL CONDITIONS FOR THE .ALSACE TLD

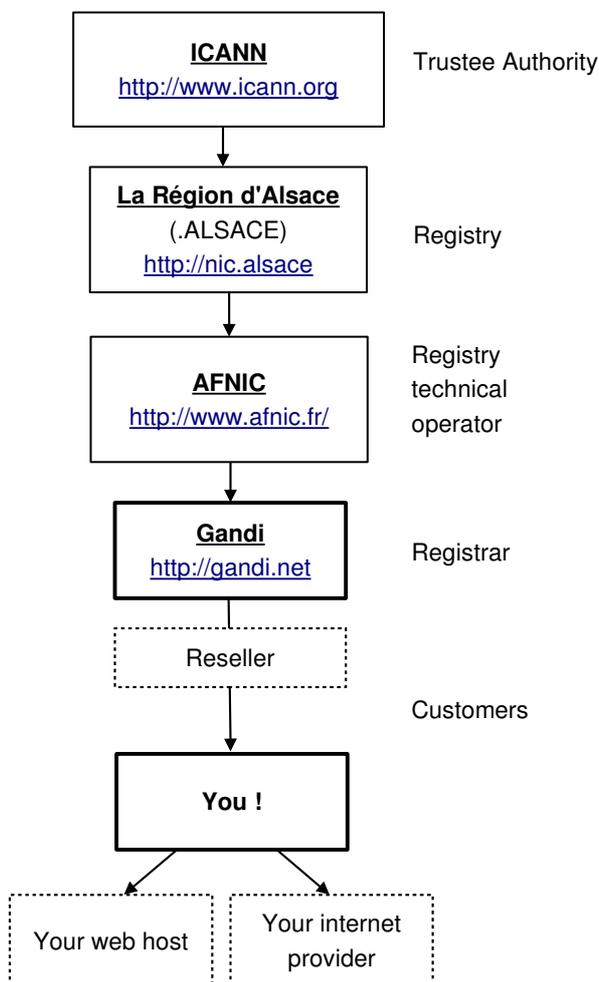
version 1.0 – December the 5th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .ALSACE 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 .ALSACE.1. Trustee authority and Registry

.ALSACE is a generic Top-Level-Domain (gTLD) which aims to promote the Region of Alsace. The following diagram presents the various parties involved for the .ALSACE TLD:



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

Section .ALSACE.2. Registration terms and conditions

When You apply to register a .ALSACE 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 .ALSACE domain names, as defined by ICANN and La Région d'Alsace and which may be viewed via the website of the Registry.

- ICANN consensus policies:

<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .ALSACE 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 contract between ICANN and the .ALSACE Registry is available at the following address:

www.icann.org/en/about/agreements/registries/alsace

Section .ALSACE.3. Launch rules

The .ALSACE domain name launch will occur in 5 phases: Sunrise, Limited Registration Period 2, Limited Registration Period 3, Landrush and general opening.

The Sunrise phase and the Limited Registration period 2, 3 and the Landrush phase will run concomitantly from the 19th of January, 2015 to the 20th of March, 2015. General opening is scheduled for the 7th of April, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, the Landrush and general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .ALSACE.4. Special requirements

.ALSACE special requirements are available at:

<http://www.gandi.net/domain/alsace/info>

.ALSACE domain names are open to anyone that can demonstrate ties to Alsace at the time of and following the domain name registration.

The Registry reserves, at its sole discretion, the right to ask a domain name holder to provide demonstration of their ties to Alsace. You must be able to prove that You:

- reside in Alsace or,
- carry out professional, personal, commercial, or cultural activities, or
- substantiate any other direct or indirect attachment with Alsace (economic, social, cultural, historical, or other).

Domain names of Alsatian Communes and Communities of Communes are blocked for a period of 18 months to be counted from the beginning of the .ALSACE launch period.

Only the representatives of the Communes and Communities of Communes may register the domain name during this period.

- Communes may register : the name by custom or the administrative name of the commune
- Communities of Communes may register : cc-names.alsace and comcom-name.alsace and their official name

Following this 18-months period, the domains will be open to registration by the public at large.

Section .ALSACE.5. Sunrise

5.1 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.

5.2 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. The rules applicable to the auction procedure will be available on the website of the Registry.

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.

5.3 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 and which are available on the website of the Registry.

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .ALSACE.6. Limited Registration Period 1 :

6.1 Eligibility rules

Only owners of a trademark registered with the NIIP, the OHIM or the WIPO can apply to register a domain name during this period. The documents You must provide are the following : registration certificates from the NIIP, the OHIM or the WIPO.

6.2 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 Limited Registration 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. The rules applicable to the auction procedure will be available on the website of the Registry.

6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, ...) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .ALSACE.7. Limited Registration Period 2 :

7.1 Eligibility rules

During this period only businesses with headquarters or secondary establishment in French administrative departments 67 or 68 (name, trade name, acronym, symbol or logo) can file an application. The documents that can be requested by the Registry are the certificate of incorporation for companies. For public and semi-public entities the document requested is the INSEE extract. For association the necessary document is the registry certificate, or INSEE extract.

7.2 Allocation rules

Limited Registration Period 2 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 Limited Registration period 2,
- 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. The rules applicable to the auction procedure will be available on the website of the Registry.

When a domain name is allocated to You in the Limited Period Registration period 2, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

7.3 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 Limited Registration period 2 must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by and which is available on the website of the Registry.

7.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .ALSACE.8. Landrush :

6.1 Eligibility rules

The Landrush period is open to all.

8.2 Allocation rules

Landrush 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 Landrush 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. The rules applicable to the auction procedure will be available on the website of the Registry.

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.

8.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected or if the domain name is not granted to You.

Section .ALSACE.9. “Trademark Claim Notice” period

In accordance with ICANN rules, during the Landrush period and 90 days upon 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, third parties who own an

identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, 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 opening of the concerned period and cannot, in any case, be held liable for 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 opening of the period concerned.

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

Section .ALSACE.10. Reserved names and premium domain names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/alsace> (specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this.

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name, Your request will be put in "error" and You will be notified by email. Then You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will be not sent to the Registry.

Section .ALSACE.11. Registration term

The registration term is 1 year for requests made during the Sunrise period, the Limited registration period 1 and 2 and the Landrush, 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 .ALSACE.12. Pricing

Our prices may be viewed at:

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

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon

request.

Section .ALSACE.13. 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.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal data and its designees and agents.

Section .ALSACE.14. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .ALSACE 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>

In addition You acknowledge to have read and to be committed to comply to :

- the CRDRP
- the Eligibility Requirements Dispute Resolution Policy defines the terms and conditions for challenging a decision by the .ALSACE Registry RELATING (ERDRP) the content of which will be displayed on the website of the Registry.

Section .ALSACE.15. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure 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 .ALSACE.16. Ownership change

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

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

Section .ALSACE.17. 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 .ALSACE.18. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

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 are responsible for the use of Your domain name.

You undertake to ensure that the use of Your domain name :

- is of a nature generally accepted as legitimate
 - is respectful and without danger to the image of Alsace and Alsacians
 - is not likely to detract from or harm the image of the Registry operator or its partners
 - is founded on good faith at the time of registration and following.
- The failure to respect this undertaking will lead to the suspension or cancellation of the domain name registration.

You also undertake not to :

- use Your .ALSACE domain name in a manner that could infringe on the rights of any third party, including and especially intellectual property rights
- use Your .ALSACE domain name as a commercial service similar to a Registry operator service to provide the registration or third level domain names to third parties
- use Your .ALSACE domain name to broadcast undesirable or unwelcome commercial advertisements, in violation of the legislation in force
- use Your .ALSACE domain name in a way that is likely to detract from or harm the image of the name, the image, or the reputation of the Région Alsace or its partners
- register Your domain name primarily for the purpose of harming the reputation of the holder of a legitimate interest or a right to this name in the minds of the public
- register Your domain name primarily to profit from or take advantage of the reputation of the holder of a legitimate interest or a right to this name or to a related name, or that of a product or service associated with this name, by creating confusion in the minds of the public
- use Your domain name in a way that deceives the public or induces it into error, for example, regarding the geographic location to which the name refers, or the official nature of its origin.

You commit Yourself to indemnify and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain

name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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 .ALSACE.19. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity, security and stability of the .ALSACE Registry
- release the Région d'Alsace or its agents, directors, representatives and employees from responsibility
- comply with all laws and regulations in force, or comply with any dispute resolution process
- comply with a judicial decision rendered by a competent court

In addition, the Registry reserves the right at his sole discretion to:

- refuse or cancel the registration of any .ALSACE domain name which would be contrary to the eligibility conditions
- suspend or cancel the registration of any .ALSACE domain name whose holder no longer meets the eligibility criteria for .ALSACE

You acknowledge that You have a continued obligation to act in accordance with applicable laws and regulations and to maintain adequate contact information with the Registrar at all times.

The decision of the Registry to grant, refuse or suspend Your .ALSACE domain name or the registration of Your .ALSACE domain name under this section may be contested via the

Eligibility Requirements Dispute Resolution Policy (ERDRP) for .ALSACE.

The Registry reserves the right, at his sole discretion, to refuse or suspend Your .ALSACE domain name or the registration of Your .ALSACE domain name:

- if You do not respect the policies of the Registry
- if You provide inaccurate personal details and location data, or do not update them

If the Registry identify any non-compliance relating to the registration Policy or the accuracy of the data, You will be contacted in order to clarify/ correct the situation. If the non-compliance is not resolved within thirty (30) days, Your domain name will be suspended for at least thirty (30) days, during which You will be able to challenge the decision of non-compliance of the Registry, in accordance with the provisions of the Compliance Requirements Dispute Resolution Policy (CRDRP).

Subject to the resolution of non-compliance before this deadline, Your .ALSACE domain name registration may be further suspended or canceled. In case of suspension and/or cancellation of the registration of Your .ALSACE domain name, You will not received any refund of the registration fee.

You agree to be bound by the terms and conditions of the initial launch of the Registry .TLD, including without limitation the Sunrise period and the Landrush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that La Région d'Alsace has no ability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the Landrush period, including without limitation :

- (a) Your ability or inability to obtain a registered name during these periods
- (b) the results of any dispute over a sunrise registration

- end of annex .ALSACE -