

ANNEX .MADRID - SPECIAL CONDITIONS FOR THE .MADRID TLD

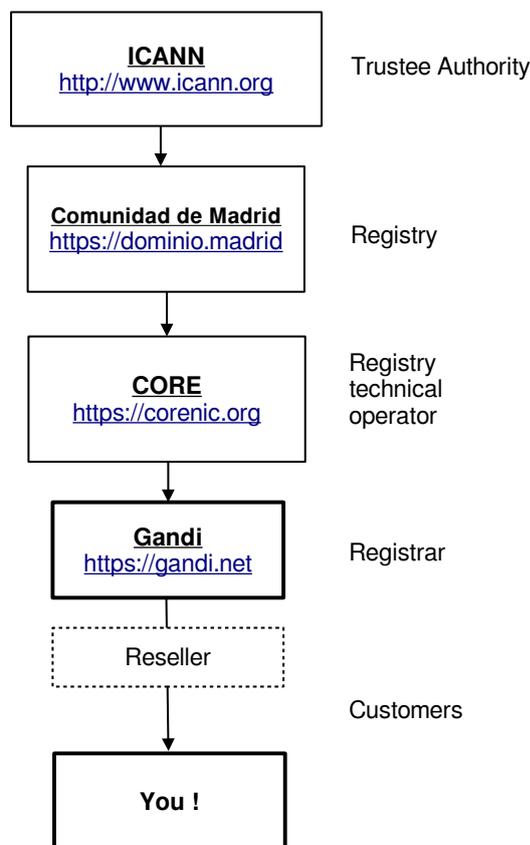
version 1.1 – July 16th, 2019

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

All 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.

Section .MADRID.1. Trustee authority and Registry

.MADRID is a generic Top-Level-Domain (gTLD) for the city of Madrid in Spain. The following diagram presents the various parties involved for the .MADRID TLD:



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

Section .MADRID.2. Registration terms and conditions

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

- .MADRID policies:
<https://dominio.madrid/en/pages/normativa.html> (English version)
<https://dominio.madrid/es/pages/normativa.html> (Spanish version)
- .MADRID launch rules:
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M000001DRUJUA4>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

In accordance with Our accreditation agreement with the Registry, You acknowledge that only the Spanish versions of the Registry rules mentioned above govern.

These contracts bind You to the .MADRID 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 .MADRID Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/madrid>

Section .MADRID.3. Launch Phase and General Opening

The .MADRID 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 July 16th 2019 to October 3rd 2019. General opening is scheduled for October 10th 2019. These dates are not definitive and are subject to change by the Registry.

Pre-registrations are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .MADRID.4. Special requirements

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

.MADRID are open to individual and legal entities with an interest in the Community of Madrid at the time of registration and afterwards. To meet this requirement You must be able to demonstrate that:

- You are a resident in the Region of Madrid; or
- You pursue occupational, personal, business or cultural activities in the Region of Madrid; or
- You have a nexus, direct or indirect, with the Region of Madrid.

During Your registration request, You have to indicate the intended use of the domain name and You may provide any information supporting Your eligibility.

The Registry may request any supporting documents to verify Your eligibility to the registration of a .MADRID domain name.

Additionally, that the use of the .MADRID domain name must:

- be legitimate,
- contribute to the well-being of the Community of Madrid, and
- correspond to the role and importance of the domain name.

Section .MADRID.5. Launch rules

5.1. Launch phases

Applications for all categories will be accepted simultaneously and domain names will be allocated at the end of the launch phases

according to the following priority order :

1. Sunrise TMCH
2. Local Trademarks
3. Local Entities
4. Landrush

The Registry may request supporting documents in order to validate Your application.

5.1.1. Sunrise

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.

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 launch period.
- If multiple qualified applications are made for the same domain name:
 - Applications based on local trademarks (with effect in Spain) will have priority over applications based on non-local trademarks.
 - If there is more than one eligible application for the same name applied by either: different holders of local trademarks, or exclusively by holders of non-local trademarks, the successful applicant will be solved through an auction process.

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 Local Trademarks

Applications are not available via Our web site, please contact Our customer service department if You want submit to an application for this phase.

Eligibility

This category is for owners of registered local trademarks and

geographic indications granted on or before July 4th 2019 and in force at the time of the application of the domain name.

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 launch period.
- If multiple qualified applications are made for the same domain name, the application based on the oldest registered local trademark or geographical indication will prevail.

5.1.3 Local Entities

Applications are not available via Our web site, please contact Our customer service department if You want to submit an application for this phase.

Eligibility

This category is for legal entities with legal seat or place of business in the Region of Madrid.

Local entities will be allowed to apply for, among other:

- Their corporate names and/or trade names, including clear variations and/or abbreviations thereof; and
- Labels matching domain names registered by them in other TLDs prior to July 4th 2019 and effectively used in connection to the entity’s activities.

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 launch period.
- If there is more than one eligible application for the same domain name, registered and trade names will have priority over labels matching domain names in other TLDs. In other cases where this rule does not solve the contention, it will be solved through an auction process.

5.1.4 Landrush

Eligibility

Anyone who is eligible to a .MADRID domain name may request a domain name during this phase.

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 launch 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:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDPuNUAW>

5.3. Refund Conditions

Whatever the phase, if Your application is rejected by the Registry or the domain name is not allocated to You, You will not be entitled to any refund, unless the application is refunded by the Registry.

Section .MADRID.6. “Trademark Claim Notice” period

In accordance with ICANN rules, during Local Trademarks, Local Entities and Landrush phases and at least ninety (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 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 .MADRID.7. Reserved names

Some words are reserved or prohibited, in particular:

- Reserved domain name policy:
https://dominio.madrid/en/doc/madrid_Registration_Agreement_20190613.pdf (4.2 Names with specific eligibility requirements and 4.4 Reserved names)
- Contract between ICANN and the Registry (specification 5. schedule of reserved names):
<http://www.icann.org/en/about/agreements/registries/madrid>

Section .MADRID.8. Registration term

The registration term is one (1) year for requests made during launch phase, and from one (1) to ten (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 .MADRID.9. Pricing

Our prices can be viewed at:
<https://www.gandi.net/domain/price/detail/madrid>

Pricing applicable to Local Trademarks and Local Entities phases will be provided by Our customer service department upon request.

Section .MADRID.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.

To the extent permitted by applicable law, You consent to the collection, use, distribution, publication in particular in the Registry public [Whois](#) database if applicable, and sharing of Your personal data by the Registry and its designees and agents in a manner consistent with the Registry privacy policy and for the purpose of providing Registry services.

Section .MADRID.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 .MADRID 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>

Section .MADRID.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 one (1) month prior to its Expiration),
- was created at least sixty (60) days prior to the request,
- has not been transferred within the last sixty (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 .MADRID.13. Ownership change

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

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

Section .MADRID.14. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for forty-five (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 thirty (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 .MADRID.15. Registrant representations and guarantees

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

You expressly acknowledge and agree that:

- You are fully responsible for the registration and use of Your domain name.
- You commit Yourself to hold harmless the Registries, Registry's service providers, as well as their directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Your domain name registration and/or use.

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.

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

You expressly agree that the Registry and Registry service providers acting on behalf of the Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- protect the integrity, security and stability of the Registry and domain names system,
- comply with all appropriate laws, government rules or requirements, requests 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 the present contract or the rules established by the Registry or ICANN,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to the registration of a domain name,
- ensure compliance with ICANN and/or the Registry Policies.

-end of annex .MADRID-