

## ANNEX .SPORT - SPECIAL CONDITIONS FOR THE .SPORT TLD

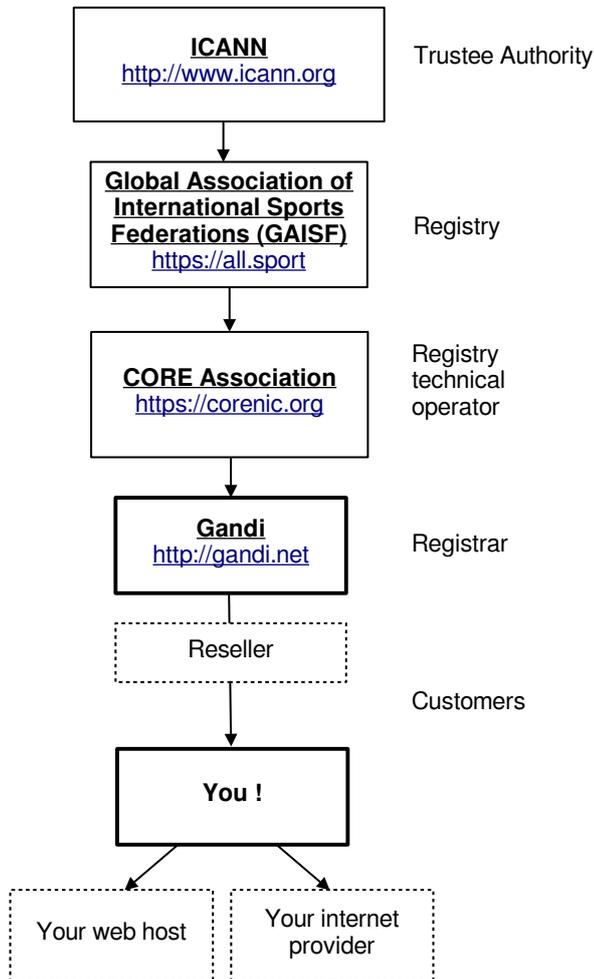
version 1.0 – September the 3rd, 2018

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

### Section .SPORT.1. Trustee authority and Registry

.SPORT is a generic Top-Level-Domain (gTLD) dedicated to the sport community. The following diagram presents the various parties involved for the .SPORT TLD:



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

### Section .SPORT.2. Registration terms and conditions

When You apply to register a .SPORT 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 .SPORT domain names, as defined by ICANN, GAISF and CORE Association, and which may be viewed at the following pages:

- Registration policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNwPEAV>
- Launch policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNvREAV>

- ICANN consensus policies:

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

These contracts bind You to the .SPORT 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 .SPORT Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/sport>

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

### Section .SPORT.3. Launch rules

The .SPORT domain name launch will occur in several phases: Sunrise, limited registration periods and general opening.

The Sunrise and limited registration phases will run from September 4<sup>th</sup> 2018 to November 6<sup>th</sup> 2018. General opening is scheduled for January 8<sup>th</sup> 2019. These dates are not definitive and are subject to change by the Registry.

Preregistrations are available at Gandi: domain names can be ordered at that time, but registration requests will be sent to the Registry only at the beginning of the corresponding phase.

### Section .SPORT.4. Special requirements

.SPORT special requirements are available at:

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

.SPORT domain names are open to individuals and legal entities with a nexus to the sport community at the time of registration and thereafter.

.SPORT domain names must be used in connection with sport related activities and registrants are required to state, at the time of registration, the intended use for the registered domain name. A false statement of intended use is an indication of bad faith and may be the basis for the suspension of the domain name.

In addition the registrant actions in the sport community, as well as the use of the domain name, must be:

- generally accepted as legitimate,
- beneficial to the cause and the values of the .SPORT community,
- commensurate with the role and importance of the registered domain name; and
- in good faith at the time of registration and thereafter.

Validation of said nexus will be carried out on a case by case basis by the Registry. The Registry will be entitled to suspend or delete Your domain name if You do not comply with these eligibility rules.

### Section .SPORT.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 there is more than one eligible application for the same domain name, the following allocation criteria will apply:
  - Agreement between contenders,
  - Contention resolution which may lead: (1) to allocate the domain name in favor of the winning applicant, (2) to start an auction process among the contenders, as mechanism of last resort when the Registry cannot decide on a winner, or (3) to not allocate the domain name, when the Registry, at its sole discretion, deems it appropriate to safeguard the public interest behind the .SPORT extension.

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:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNrnEAF>

## **5.4. Refund Conditions**

If Your registration request is rejected in case of contention You will be entitled to receive a refund, provided that Gandi is not charged by the Registry for Your request.

## **Section .SPORT.6. Limited Registration periods**

Several limited registration phases will occur at the same time.

Eligibility, priority and allocation rules for each category are detailed at the following link:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNvREAV>

Gandi will not provide registration for Global Association of International Sports Federations categories ("GAISF recognized Sport Disciplines" and "Acronyms of GAISF member International Sport Federations" categories) on its interface, please contact Our support team.

Gandi only provide registrations on its interface under the phase "Landrush" for the categories detailed below.

## **6.1 Eligibility**

Gandi provides registrations for the following categories under the following priority as established by the Registry:

### **1. Sport Governing Bodies and Public Authorities:**

- Federations and other sport governing bodies will be allowed to apply for their names, including any clear variations and abbreviations thereof (ie: acronyms) and other terms in common use to describe them, and
- Public authorities may apply for names which are used or will be used by them for sport-related activities.

### **2. Clubs and disciplines not eligible in other phases:**

- Eligible applicants will be allowed to apply for names corresponding to non-GAISF recognized sport disciplines and sub-disciplines, and
- Sport clubs affiliated to sport federations will be allowed to apply for their names, including any clear variations and abbreviations thereof (ie: acronyms) and other terms in common use to describe them.

**3. Athletes:** licensed athletes will be allowed to apply for their names, including any clear variations and abbreviations thereof (ie: acronyms) and other terms in common use to refer to them.

**4. Brands, Events and Corporate Partners:** recognized sport events organizers, sponsors, right-holders, sports-related media, and other sports-related corporate partners will allowed to apply for their names, including any clear variations and abbreviations thereof (ie: acronyms), their brands, and names related to sport events.

For each category, either the Registry or its specialized agents will individually and thoroughly validate applications under the category. Registry may request additional information to the applicant to validate requests such as, among others, proof of identity, sport license status, proof of a valid trademark, relationship to the sport event, etc.

## **6.2 Allocation rules**

Priority of each category, and allocation rules are detailed at the following page:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNvREAV>

## **6.3. Refund Conditions**

If Your registration request is rejected in case of contention You will be entitled to receive a refund, provided that Gandi is not charged by the Registry for Your request.

The Registry may reject, revoke or delete at any time any application or resulting registration of a domain name if it appears that the applicant did not fulfill any of the eligibility and/or name selection requirements required for the applicable category. In such cases the registrant will not be entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

## **Section .SPORT.7. "Trademark Claim Notice" period**

In accordance with ICANN rules, during the Limited Registration periods and at least 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 .SPORT.8. Reserved names**

Some words are reserved or prohibited:

- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/sport> (specification 5. schedule of reserved names),
- Reserved name policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000UgNwPEAV> (6. Name Selection)

### **Section .SPORT.9. Registration term**

The registration term is 1 year for requests made during the Sunrise and Landrush periods, 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 .SPORT.10. Pricing**

Our prices may be viewed at:

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

For registrations Gandi does not provide on its interface, the corresponding registration price will be communicate to You by Our customer service department upon request.

### **Section .SPORT.11. 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 expressly consent to the collection, use and publication in the Registry [Whois](#) database when applicable of Your personal data by the Registry and its services providers and agents, for the purposes of providing Registry services as defined in the Registry agreement

with ICANN.

### **Section .SPORT.12. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SPORT 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 .SPORT.13. 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 .SPORT.14. 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 .SPORT.15. 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 .SPORT.16. 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.

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, to the maximum extent permitted by law, defend and hold harmless the Registry, the Registry service providers, as well as the Registry directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to the registration and/or use of Your domain name. This obligation will survive to the termination of the present contract whatever the cause.

**Section .SPORT.17. Exclusion of liability and actions of the Registry**

You expressly agree that the Registry and the 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 (ie: 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 domain name and Registry 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 Registry agreements and policies and/or of the present contract,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to a domain name registration, and
- ensure compliance with ICANN and/or the Registry policies.

- end of annex .SPORT-