

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

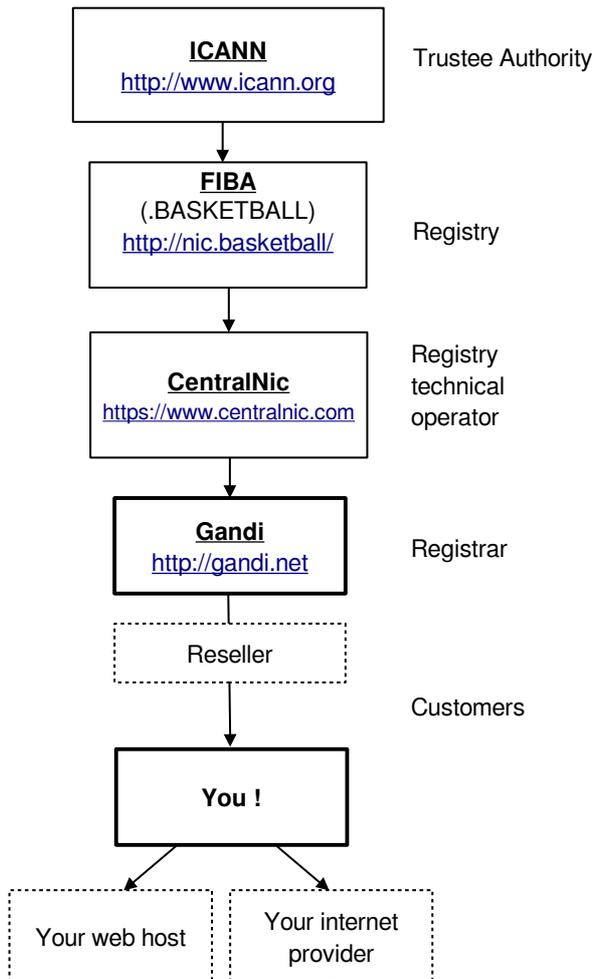
version 1.0 – July the 3<sup>rd</sup>, 2017

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

.BASKETBALL is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .BASKETBALL. TLD:



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

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

When You apply to register a .BASKETBALL 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 .BASKETBALL domain names, as defined by ICANN, FIBA and CentralNic and which may be viewed at the following pages:

- Rules applicable to .BASKETBALL  
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQMFcwMDAwMGxEVVGJPVUFX>

- CentralNic Terms and Conditions:  
<https://www.centralnic.com/support/terms/domains>
- CentralNic Privacy Policy:  
<https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf>
- Phishing and Abuse Policies:  
<https://www.centralnic.com/support/abuse>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

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

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

### Section .BASKETBALL.3. Launch rules

The .BASKETBALL domain name launch will occur in different phases: Sunrise, Limited Registration Periods - Dot Basketball Community Priority Periods and General Opening.

The Sunrise phase will run from June 19<sup>th</sup> 2017 to August 21<sup>st</sup> 2017.

Limited Registration Periods - Dot Basketball Community Priority Period will occur in three phases :

- Community Priority Period – Invitation Only will run from August 22<sup>nd</sup> 2017 to October 20<sup>th</sup> 2017
- Community Priority Period – Landrush will run from October 23<sup>rd</sup> 2017 to December 22<sup>nd</sup> 2017
- Community Priority Period – General will run from January 4<sup>th</sup> 2018 to January 9<sup>th</sup> 2019

General opening is scheduled for January 8<sup>th</sup> 2019. Registrations during the first 7 days of the general opening will be subject to additional costs decreasing over time (“Early Access” period).

These dates are not definitive and are subject to change by the Registry.

Preregistrations in certain phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

### Section .BASKETBALL.4. Special requirements

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

In a first time .BASKETBALL will be reserved to the basketball community (including its clubs, teams, officials, events, coaches, players and fans, and the reputation of the sport of basketball in

general) and requires the provision of a token obtained from the Registry. This eligibility condition does not apply during the Sunrise period.

From the Registry's General Opening (January 8<sup>th</sup> 2019) .BASKETBALL will be available to anyone.

## **Section .BASKETBALL.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.

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:

<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQMfcwMDAwMGxEVGJPUVFX> (section 7 thereof).

## **5.4. Refund Conditions**

In case Your application is rejected or the domain name is not granted to You, You will be entitled to receive a refund provided that the Registry proceeds to the refund.

## **Section .BASKETBALL.6. Registration Periods Policies**

### **6.1 Limited Registration Periods - Dot Basketball Community Priority Periods Policies**

The Limited Registration Periods - Dot Basketball Community Priority Periods will be subject to eligibility rules, described as follows :

- Community Priority Period - Invitation Only: Selected persons within the basketball community will be invited to register names of their choice, related to their community. This period will not be available on Gandi's interface, please contact our customer service department.
- Community Priority Period - Landrush: Open to members of the basketball community. Domain names will be allocated at the end of the period, and contested applications will be resolved by a process involving consultation, mediation, and auction, as required. This period is available at Gandi as "Landrush" phase.
- Community Priority Period - General: Open to members of the basketball community on a "first-come first-serve" basis. This period is available as "Go-Live" phase on Gandi's interface.

### **6.2 General availability**

During Registry's General Availability (starting January 8<sup>th</sup> 2019), .BASKETBALL domain names will be open to anyone. Pre-registrations are not available at Gandi, Gandi will start the period as "Go-Live" when the Registry does.

During the first 7 days of the general opening, the Registry has an "Early Access" period during which the registration of domain names is subject to additional costs decreasing over time. Registrations during the "Early Access" period is not available on Our interface, You have to contact Our customer service department. It is specified that if You do not contact Our customer service department and pay the additional costs, the requests will be only be sent to the Registry after the "Early Access" period.

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

In accordance with ICANN rules, during the Limited Registration Periods - Dot Basketball Community Priority Periods and General Availability, 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 .BASKETBALL.8. Reserved names and premium domain names**

Some words are reserved or prohibited, in particular:

- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/basketball> (specification 5. schedule of reserved names),
- Registry reserved name policy:  
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQMfcwMDAwMGxEVGJPVJFX> (section 3)
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

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 not be sent to the Registry.

### **Section .BASKETBALL.9. Registration term**

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

### **Section .BASKETBALL.10. Pricing**

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

You expressly agree that registration and renewal fees are variable and may be different depending the domain name.

“Premium” domain names are subject to specific pricing as indicated on Our interface during Your order.

Specific costs applicable to the “Early Access” period will be communicated by Our customer service department upon request.

### **Section .BASKETBALL.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 consent to the use, copying, distribution, publication, in particular into the [Whois](#) database, modification and other processing of Your personal data by the Registry, CentralNic and their designees and agents in a manner consistent with the purposes Registry privacy policy.

### **Section .BASKETBALL.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 .BASKETBALL 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 .BASKETBALL.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 .BASKETBALL.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 .BASKETBALL.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 .BASKETBALL.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 must to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

If You are collecting and maintaining sensitive health and financial data, Your must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

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 and hold harmless the Registry, CentralNic, and each of their subcontractors, and the directors officers, employees, affiliates, and agents of each of them from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating in any way to 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 .BASKETBALL.17. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, government rules or requirements, request of law enforcement or any dispute resolution process,
- to avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as per the present contract.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

You agree to be bound by the terms and conditions of the launch of the .BASKETBALL, including without limitation the Sunrise period, the Limited Registration Periods - Dot Basketball Community Priority Periods, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period or the Limited Registration Periods - Dot Basketball Community Priority Periods, including, without limitation:

- the ability or inability of a registrant to obtain a domain name during these periods,
- the results of any dispute over a Sunrise registration.

- end of annex .BASKETBALL.