

ANNEX .MADRID - SPECIAL CONDITIONS FOR THE .MADRID TLD

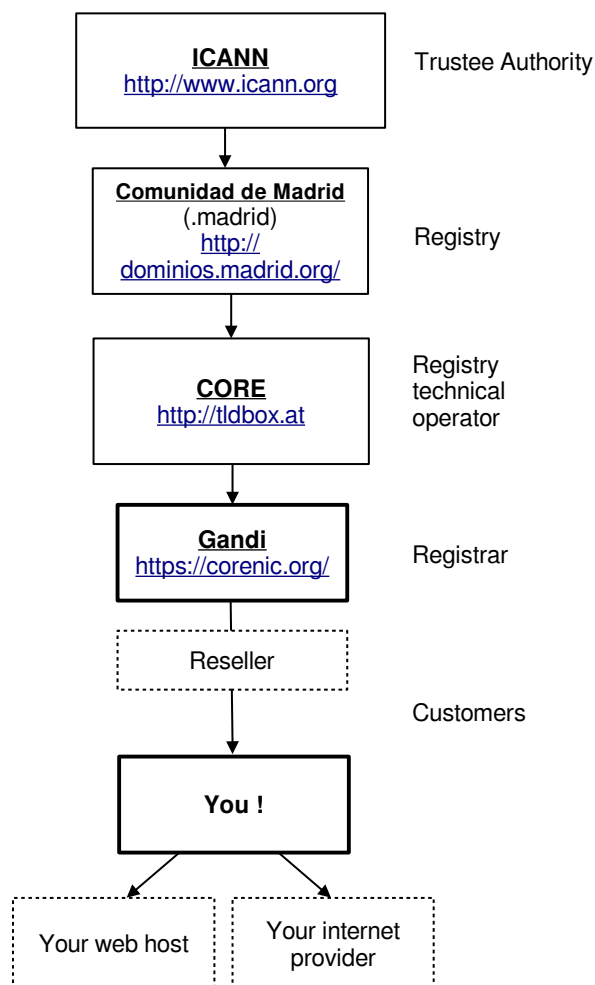
version 1.0 – June the 11th, 2019

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 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 .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 that You certify to have full knowledge of and that 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:
<http://dominios.madrid.org/>
- 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.

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 .MADRID.4. Special requirements

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

.MADRID are opened to persons able to demonstrate:

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

Section .MADRID.5. Launch rules

5.1 Launch phases

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

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

During Public Administrations, Local Trademarks and Local Entities phases, 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 Public Administrations

5.1.1.1 Eligibility and Name Selection Requirements

This category is for public administrations with competences and/or legal seat in the region of Madrid.

Public administrations with competences and/or legal seat in the province of Madrid may register:

- their own name or acronym;
- the name of a building, park, monument, airport or other public place operated by the applying Public Administration;
- the name of a region, city, street district or other geographic area under the governance of the applying Public Administration;
- the name of a recognized public service provided by the applying Public Administration, in connection with the public services that domain name represents.

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDRUJUA4>

(6. Priority 1 Category: Public Administrations)

5.1.1.2. Allocation rules

If there is more than one eligible application for the same domain name the following criteria will apply:

- «Sub-category 1 names» will include names applied for by the «Comunidad de Madrid» and its institutional administrations. «Sub-category 1 names» will have priority over the names applied by any other eligible Public Administrations.

- «Sub-category 2 names» will include names applied for by the municipalities in the Region of Madrid. «Sub-category 2 names» will have priority over the names applied by any other eligible Public Administration except for those in «Sub-category 1 names».

- «Sub-category 3 names» will include names applied for by local Public Administrations other than municipalities in the region of Madrid. «Sub-category 3 names» will have priority over the names applied by any other eligible Public Administrations except for those in «Sub-category 1 names» and «Sub-category 2 names».

- «Sub-category 4 names» will include names applied for by any eligible Public Administration other than those in «Sub-category 1 names», «Sub-category 2 names» and «Sub-category 3 names»; Specifically, eligible International Public Administration fall under this sub-category.

If there is more than one application for the same name applied for by Public Administration within the same sub-category according to this article, the following contention resolution processes will be offered to the Parties in contention :

- Agreement between contenders (withdrawal and refund application); or
- Mediation and arbitration or random selection (if all contenders agree); or
- If contender parties do not agree on any of the above contention-resolution mechanisms, or such methods provides no resolution of the contention, the name will remain non-allocated or reserved by the Registry, as its sole discretion.

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

5.1.2 Sunrise

5.1.2.1 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.

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDRUJUA4>

(7. Priority 2 Category: Sunrise)

5.1.2.2 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:

Applications based on local trademarks will have priority over applications based on non-local trademarks. Local trademarks means registered trademarks with effect in Spain and in force at the time of registration of the domain name.

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.

No other contention resolution criteria (like allocation based on a first-come first served basis, or taking into account the class of goods and services of the trademark record) will apply.

Allocations and rejections of domain names under this Sunrise period category will be able to be challenged through the Sunrise Dispute Resolution Policy.

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

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.

5.1.3 Local Trademarks

5.1.3.1 Eligibility and Name Selection Requirements

This category is for owners of registered local trademarks and geographic indications not validated by the Trademark Clearinghouse granted on or before July 4th 2019 and in force at the time of the application of the domain name.

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDRUJUA4>

(8. Priority 3 Category: Local Trademarks)

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 application based on the oldest registered local trademark or geographical indication will prevail.

For the purposes of contention resolution, the geographical indications will be treated as local trademarks.

5.1.4 Local Entities

5.1.4.1 Eligibility and Name Selection Requirements

This category is for Local Entities it means 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.

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDRUJUA4>

(9. Priority 3 Category: Local Entities)

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, and after the period reserved for Local trademarks.
- if there is more than one eligible application for the same domain name in the category, 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.

5.1.5 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 .MADRID; 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 and after other reserved periods.
- 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, the requests rejected by the Registry can be refunded subject to the refund by the Registry.

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

In accordance with ICANN rules, during 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.

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

Some words are reserved or prohibited:

- reserved domain name policy:
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P4M00000IDPurUAG>
- contract between ICANN and the Registry (specification 5. schedule of reserved names):
<http://www.icann.org/en/about/agreements/registries/madrid>
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .MADRID.8. Registration term

The registration term is 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>

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 [Whois](#)

database and sharing of Your personal data by the Registry and its designees and agents in a manner consistent with the Registry privacy policy.

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 can delete Your domain name.

You expressly acknowledge and agree that:

- You are fully responsible for the registration and use of Your domain name,
- if the You use a proxy, privacy and/or third-party service to register a domain name on Your behalf, the proxy, privacy and/or third-party service provider is deemed to be the owner of the domain name and any violation of any applicable policies, rules, procedures, terms, conditions, regulations, and laws is its responsibility,
- You commit Yourself to indemnify, defend and hold harmless the Registries, the Registry service providers and their shareholders, directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related 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 acknowledge and accept that the Registry and the Registry service provides acting on the behalf of the Registry reserve the right, that it deems necessary, in their sole and entire discretion, to change the status of a domain name during the resolution of a dispute, a compliance procedure or upon a request from a competent authority (for example put on "hold" or "lock" status) as well as to reject, modify, delete, suspend or transfer to a third party any domain name, 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, shareholders, 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-