ANNEX .SYDNEY - SPECIAL CONDITIONS FOR THE .SYDNEY TLD

version 1.1 – December the 11th, 2023

In addition to Gandi's Domain name registration contract, the registration and use of a .SYDNEY 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 Domain name registration contract. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .SYDNEY.1. Naming organization

.SYDNEY is a generic Top-Level-Domain (gTLD) which mission is to benefit Internet users by ensuring increased trust, convenience and utility as well as extending and strengthening Sydney's brand in the online environment.

The entities involved in naming organization for .SYDNEY are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  State of New South Wales
- Registry technical operator:
  Go Daddy : https://domains.registry.godaddy/sydney/
- Registrar:
  Gandi: http://gandi.net

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

Section .SYDNEY.2. Registration policies

When You apply to register a .SYDNEY 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 .SYDNEY domain names, as defined by ICANN and the Registry and the technical operator and which may be viewed at the following pages:

- Technical operator's rules :
  https://domains.registry.godaddy/policies « General Policies » & « Individual Policies, .sydney »
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .SYDNEY Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .SYDNEY Registry is available at the following address:
https://www.icann.org/en/registry-agreements/details/sydney

Section .SYDNEY.3. Special requirements

.SYDNEY special requirements are available at:
https://www.gandi.net/fr/domain/tld/sydney

.SYDNEY domain names are open to anyone.

.SYDNEY special requirements are available at:
http://www.gandi.net/domain/sydney/info

.SYDNEY domain names are open to anyone that satisfies criteria A, B, C and be the intended beneficiary of the domain name registration. At the time of submitting an application to register or renew a domain name in .SYDNEY, You must warrant that:

You meet the eligibility requirements
You will be the intended beneficiary of the domain name registrations

That the domain name and its use will be consistent with:
- the mission and the purpose of the TLD
- applicable laws, government rules or requirements and the published policies

→ **Criteria A : New South Wales entities**

You must be an entity registered with the Australian Securities and Investments Commission or the Australian Business Register that:

- has an address in the State of New South Wales associated with its ABN, ACN, RBN or ARBN or
- has a valid corporate address in the State of New South Wales

There is no restriction on the number of domain names that may be applied for. There are no additional composition requirements for domain names registered under Criteria A other than as described in this and any other of the Registry policies

→ **Criteria B: New South Wales residents**

You must be an Australian citizen or resident with a valid address in the State of New South Wales.

There is no restriction on the number of domain names that may be applied for. There are no other additional composition requirements for domain names registered under Criteria B other than as described in this and any other of the Registry policies.

→ **Criteria C – Associated entities**

You must be an associated entity. You may only apply for a domain name that is an exact match or partial match to, or an abbreviation, or an acronym of:

*Your business name, or name by which You are commonly known (e a nickname) and the business name must be registered with the appropriate authority in the jurisdiction in which that business is domiciled; or
- a product that the Associated entity manufactures or sells to entities or individuals residing in the State of New South Wales
- a service that the Associated entity provides to residents of the State of New South Wales
- an event that the Associated entity organises or sponsors in the State of New South Wales
- an activity that the associated entity facilitates in the State of New South Wales
- a course or training program that the Associated entity provides to residents of the State of New South Wales

There is no restriction on the number of domain names that may be applied for. Domain names registered under Criteria C must meet the composition requirements as described in this and any other of our policies and the additional composition requirements as required by the definition of exact match.

Where You no longer meet the eligibility requirements of the .SYDNEY, You must contact Gandi as soon as possible, and in any case no greater than 14 calendar days of Your ineligibility, request that the domain name be canceled, locked, placed on hold, transferred or deleted.

There is an order of precedence for applications made during the Launch program. Applications made during the Sunrise Period take

precedence over application made in Limited Registration Period 1, and applications made in Limited Registration Period 1 take precedence over applications made in Limited Registration Period 2.

Section .SYDNEY.4. Reserved names

Some words are reserved or prohibited, in particular:
https://www.icann.org/en/registry-agreements/details/sydney
(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.

Section .SYDNEY.5. Registration term

The registration term is 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 .SYDNEY.6. Pricing

Our prices may be viewed at:
https://www.gandi.net/fr/domain/tld/sydney

Premium domain names are subject to specific prices as published on Our website during Your order.

Section .SYDNEY.7. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public Whois database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .SYDNEY.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SYDNEY domain names, 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 .SYDNEY.9. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

Section .SYDNEY.10. 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 Expiration date.

Section .SYDNEY.11. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 .SYDNEY.12. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or 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, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .SYDNEY.14. Rights of the Registry

You 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 (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,

- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

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

- end of annex .SYDNEY-