

ANNEX .FILM - SPECIAL CONDITIONS FOR THE .FILM TLD

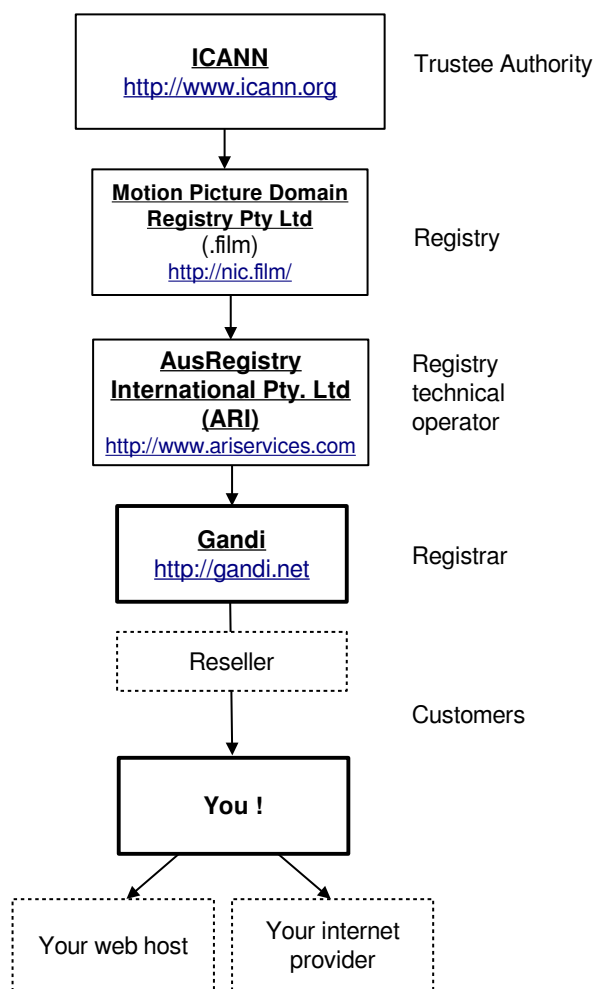
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .FILM domain name implies the acceptance of and compliance to the present special conditions contained herein.

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. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .FILM.1. Trustee authority and Registry

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



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

Section .FILM.2. Registration terms and conditions

When You apply to register a .FILM 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 .FILM domain names, as defined by ICANN, ARI and Motion Picture Domain Registry Pty Ltd and which may be viewed at the following page: <http://nic.film/policies/>, and especially :

- Registration Policy : <http://go.film/registration-policy/>
- Launch Policy : <http://go.film/launch-policy/>
- Acceptable Use Policy : <http://go.film/Acceptable-Use-Policy/>

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

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

Section .FILM.3. Special requirements

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

.FILM domain names are open to the members of film industry.

In order to register or renew a domain name You must:

- be the intended beneficiary of the domain name registration
- satisfy both followings criteria A and B:
 - **Criteria A:** You must be associated with the film industry, which consists of individuals, businesses and organisations that fit into any one of the following categories:
 - Actively involved in the film industry (e.g. producers, distributors, sales agents, studios, directors, writers, photographers, technicians, actors, press, film festivals, associations); or
 - Provide products or services to the film industry (e.g. lawyers, agents, PR and marketing firms, financiers, designers, equipment suppliers, domain registrars, IT and hosting providers).
 - **Criteria B:** You must be closely connected to the domain name. In line with the TLD's mission and purpose, You must be able to demonstrate a close connection with the domain name being registered. The domain name may be Your organisation or personal name, a good or service You provide, an event that You organise, a profession that You, Your employees, practice, or a name for a film title for which You are the rights holder (e.g. screenplay, production or distribution rights).

The Registry may request that You provide information to demonstrate compliance and maintain Your eligibility. In such cases, You must respond to the Registry's request within 14 calendar days. Failure to respond within the specified timeframe

may result in suspension or deletion of the domain name in the Registry's absolute discretion. Where the Registry determines that You do not meet the eligibility requirements or the domain name is not consistent with the mission and purpose of the .FILM, it may in its absolute discretion cancel, lock, place on hold, transfer to a third party or delete the domain name.

Where You no longer meets the eligibility requirements, You must contact Us as soon no more than 14 calendar days after You becoming ineligible, request that the domain name be cancelled, locked, placed on hold, transferred to a third party or deleted.

In any case, if You do not, or do not any longer, meet the eligibility requirements, or if you do not provide information required by the Registry, You will not be entitled to receive any refund.

Section .FILM.4. Reserved names and premium domain names

Some words are reserved or prohibited such as:

- Registry rules:
http://nic.film/wp-content/uploads/2015/07/Registration_Policy.pdf
(4.3 Reserved and restricted Domain Names)
- According to the contract between ICANN and the Registry:
<http://www.icann.org/en/about/agreements/registries/film>
(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

You acknowledge that the Registry may at its absolute discretion from time to time, modify the list of the reserved domain names.

Section .FILM.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 .FILM.6. Pricing

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

“Premium” domain names are subject to specific prices that will be communicated by Our customer service department upon request.

You agree that that the price for the creation of a domain name may be greater than or less than the price for the renewal of that domain name.

Section .FILM.7. 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 a public [Whois](#) database, modification and other processing of Your personal data by the Registry. You warrant that any consents procured in respect of the personal data for the purpose of this agreement have been procured lawfully.

Section .FILM.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 .FILM 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>

The Registry has also established a procedure for resolution of disputes relating to eligibility conditions (EDRP), which You agree to abide:

http://nic.film/wp-content/uploads/2015/07/Eligibility_Dispute_Resolution_Policy.pdf

Section .FILM.9. 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:

- You provided the authorization code associated with the domain name in question. You will find this code from Your current Registrar, via the owner or administrative contact;
- 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 .FILM.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 domain's expiration date.

Section .FILM.11. 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 .FILM.12. Registrant representations and guarantees

You warrant that You have the authority to enter into this agreement.

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.

When you make a registration request, You expressly warrant that:

- Your application for, and the possible subsequent registration and/or use of, the domain name will not infringe the intellectual property rights of any third party,
- You submit to proceedings commenced under all applicable ICANN dispute resolution policies or processes as established or amended by ICANN from time to time,
- You bear liability for any claims of infringement arising out of or relating to Your registration or use of the domain name, and indemnifies the Registry for any liability it may incur arising from such infringement.

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, its affiliates and subsidiaries, 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, and/or the violation of any applicable terms and conditions governing the registration of a 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 .FILM.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject Your application, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name or any transaction:

- to protect the integrity and stability of the domain names system,
- to comply with its obligations as a Registry,
- 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 avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors, employees and subcontractors,
- 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,
- to stop or prevent any violations of any terms and conditions of the Registry rules and this agreement,
- for non-payment to the Registry of any fee.

If You breach Registry's rules, the Registry may refuse any application for registration, registration and/or renewal by You.

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