ANNEX .GIVING - SPECIAL CONDITIONS FOR THE .GIVING TLD

version 1.0 – 1.0 October 13, 2022

In addition to Gandi's Domain name registration contract, the registration and use of a .GIVING 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 .GIVING.1. Naming organization

.GIVING is a generic Top-Level-Domain (gTLD).

The entities involved in naming organization for .GIVING are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  Public Interest Registry: http://www.pir.org/home
- Registrar:
  Gandi: http://gandi.net

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

Section .GIVING.2. Registration policies

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

- Registry policies :
  https://thenew.org/org-people/about-pir/policies/
- 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 .GIVING 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 .GIVING Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/giving

Section .GIVING.3. Launch phases

The .GIVING domain name launch will occur in several phases: Sunrise, Landrush and General opening.

The Sunrise phase will run from October 13, 2022 to December 13, 2022.
The Landrush phase will run from December 20, 2022 to January 20, 2023.
General opening is scheduled for January 20, 2023.

All periods open at UTC 16:00 and closes at UTC 15:59.

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 the registration requests will be sent to the Registry only at the beginning of the corresponding period.

Section .GIVING.4. Special requirements

.GIVING special requirements are available at:
http://www.gandi.net/domain/giving/info

.GIVING domain names are open to anyone.

Section .GIVING.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" but rather at an "End-Date Sunrise" process which will last sixty (60) days, with allocation of the domains occurring at the end of the Sunrise phase:

- 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,
- In the event there are multiple eligible applications for the same domain, the Registry will award the domain to the eligible applicant who first submitted the application. Note that certain names may be withheld from Sunrise availability, in accordance with Registry Policies.

Domains registered during Sunrise will be placed under a "Transfer Lock" status for sixty (60) days to allow parties the opportunity to file Sunrise challenges. "Transfer Lock" means domains cannot be transferred between registrars.

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.

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked …) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration …).

Section .GIVING.6. Landrush

Domain registration applications submitted during the Landrush phase must comply with .GIVING Policies and Registration Requirements. No prior rights need to be claimed for an application in this phase. Landrush will operate on a "first-come, first-served" basis.

Eligibility rules:

To be eligible to apply to register a domain name during Landrush, you must fully accept the following terms and condition:

"As a condition to registering a domain name in the .GIVING during Landrush (December 20, 2022 through January 20, 2023), you agree that by registering your domain name, you represent and warrant that: (a) you currently use one of Blackbaud's digital giving solutions or will evaluate the free Giving Checkout™solution offered by JustGiving from Blackbaud available at this link and (b) you acknowledge and agree that the Registry or the registrar can cancel the registration of the domain name if your warranty is found to be untrue, incomplete, incorrect, or misleading."

Section .GIVING.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during 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 .GIVING.8. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:
http://www.icann.org/en/about/agreements/registries/giving
(specification 5. schedule of reserved names)

Section .GIVING.9. Registration term

The registration term is 1 year for requests made during the Sunrise period, 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 .GIVING.10. Pricing

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

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

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name that Gandi was not able to identify during Your order, 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 .GIVING.11. 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 .GIVING.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 .GIVING 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 .GIVING.13. 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 .GIVING.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 Expiration date.

Section .GIVING.15. 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 .GIVING.16. 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 .GIVING.17. 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 .GIVING-