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

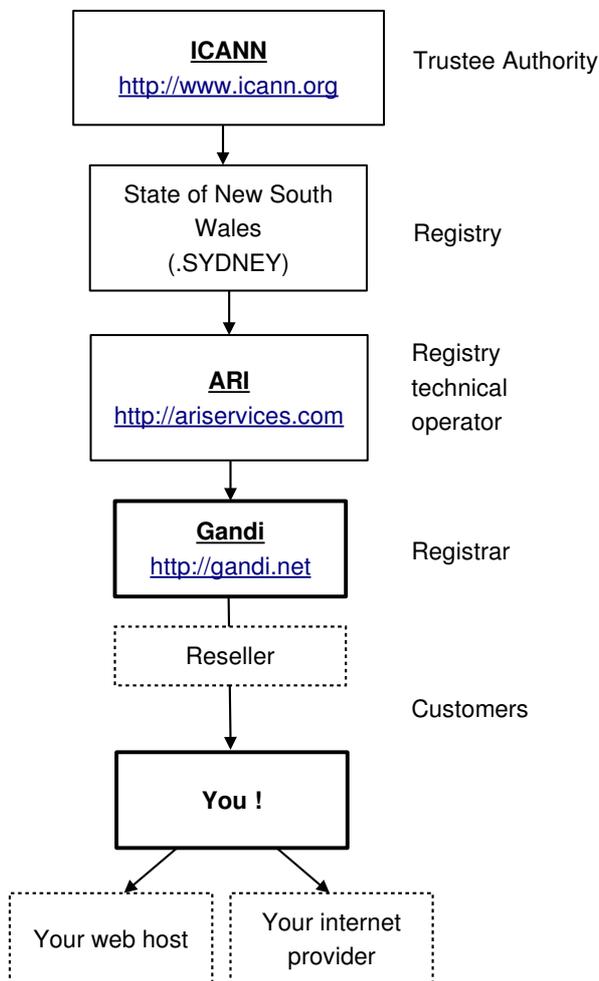*version 1.0 – November the 21st, 2014*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .SYDNEY 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/.

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## Section .SYDNEY.1. Trustee authority and Registry

.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 following diagram presents the various parties involved for the .SYDNEY TLD:

| | |
|---|---|
| **ICANN** http://www.icann.org | Trustee Authority |
| State of New South Wales (.SYDNEY) | Registry |
| **ARI** http://ariservices.com | Registry technical operator |
| **Gandi** http://gandi.net | Registrar |
| Reseller | |
| **You !** | Customers |
| Your web host | Your internet provider |

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

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

When You apply to register a .SYDNEY 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 .SYDNEY domain names, as defined by ICANN and the State of New South Wales and which may be viewed at the following pages:

- Acceptable Use Policy : http://nic.sydney/data/nic.sydney/Acceptable%20Use%20Policy.pdf
- Compliance Policy : http://nic.sydney/data/nic.sydney/Compliance%20Policy.pdf
- Launch Policy : http://nic.sydney/data/nic.sydney/Launch%20Policy.pdf
- Auction Dispute Resolution Policy : http://nic.sydney/data/nic.sydney/Auction%20Dispute%20Resolution%20Policy.pdf
- Auction rules : http://nic.sydney/data/nic.sydney/Auction%20Rules.pdf
- Whois Policy : http://nic.sydney/data/nic.sydney/WHOIS%20Policy.pdf
- Sunrise Dispute Resolution Policy : http://nic.sydney/data/nic.sydney/Sunrise%20Dispute%20Resolution%20Policy.pdf
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .SYDNEY 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 .SYDNEY Registry is available at the following address: www.icann.org/en/about/agreements/registries/sydney

## Section .SYDNEY.3. Launch rules

The .SYDNEY domain name launch will occur in 4 phases: Sunrise, Limited Registration Period 1, Landrush and general opening.

The Sunrise phase will run from the 4th of December to the 3rd of February, 2015. The Limited Registration Period and the Landrush will run concomitantly from the 4th of December, 2015 to the 13th of February, 2015. General opening is scheduled for the 17th of February, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Limited Registration Period, the Sunrise, the Landrush and general opening phase are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

**Section .SYDNEY.4. Special requirements**

.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.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. In addition the applicant during this period must comply with the eligibility requirements (see supra).

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. The rules applicable to the auction procedure will be available at the following webpage: http://nic.sydney/data/nic.sydney/Auction%20Rules.pdf.

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://nic.sydney/data/nic.sydney/Sunrise%20Dispute%20Resolution%20Policy.pdf

### 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 .SYDNEY.6. Limited Registration Period 1

### 6.1 Eligibility rules

Participation in Limited Registration Period 1 is restricted to applicants who meet the following Limited Registration Period Eligibility Requirements:

You must be a :

-NSW government sector agencies, as defined by the Government Sector Employment Act
-NSW coucils established under the Local Government Act (1993) (NSW)

And You must :
-make an application for the domain name via an expression of interest application as provided by the Department of Premier and Cabinet
-be able to demonstrate that the applied for domain name is an exact match to, or an abbreviation, or an accronym of:
        Your official name, or name by which You are commonly known (ie : nickname)
•                a product that You generate or sell
•                a service that You provide
•                an event that You organize or sponsor
•                an activity that You facilitate, teach or train
•                a venue that You operate
•                a profession that Your employee or members practice
•                a programme that You administer

You acknowledge that :
→ if You are Eligible for allocation, You must provide to Gandi the registration token to our support team at **support-en@support.gandi.net**
→ The registration token will be active for a period of 30 days after the communication the Registry provide to You with the registration token

### 6.2 Allocation rules

Landrush 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 Landrush 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. The rules applicable to the auction procedure will be available at the following webpage: http://nic.sydney/data/nic.sydney/Auction%20Rules.pdf.

When a domain name is allocated to You in Landrush period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

## 6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, …) 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 .SYDNEY.7. Limited Registration Period 2/Landrush :

### 7.1 Eligibility rules

Participation in Limited Registration Period 2 is restricted to applicants who comply with the eligibility requirements of the TLD as described in the Registration Policy which can be found in the policy section at the following link : **http://nic.sydney/** and:

-You agree that a domain name allocated as a result of a Limited Registration Period 2 may only be created for a term of 2 years.
-You agree to be bound by the contention resolution mechanism

### 7.2 Allocation rules

Limited Registration Period 2 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 Limited Registration period 2,
- 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. The rules applicable to the auction procedure will be available at the following webpage: http://nic.sydney/data/nic.sydney/Auction%20Rules.pdf.

When a domain name is allocated to You in the Limited Registration period 2, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

### 7.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, …) 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 .SYDNEY.8. "Trademark Claim Notice" period

In accordance with ICANN rules, during the Limited Registration Periods period and 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 .SYDNEY.9. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/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.

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 notify 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 be not sent to the Registry.

## Section .SYDNEY.10. Registration term

The registration term is 5 years for requests made during the Sunrise period, from 2 to 10 years for the Limited Registration Period 1, 2 years for request made during the Limited Registration period 2, 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 .SYDNEY.10. Pricing

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

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

## Section .SYDNEY.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 accept that the Registry can access Your personal contact information and display it in the public Whois database.

You warrant that any consents procured in respect of the Personal Data for the purpose of these special conditions have been procured lawfully.

## Section .SYDNEY.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 .SYDNEY 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

Moreover, any person or entity may challenge Your eligibility in accordance with the Eligibility Dispute Resolution Procedure. Disputes regarding Your eligibility will be determined either by the Registry or by its appointed eligibility dispute resolution provider.

Details about the Eligibility Dispute Resolution Procedure can be found at the following link:
http://nic.sydney/

## Section .SYDNEY.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.

A domain name may only be transferred to another party that meets the eligibility requirements and other policies, and the receiving party must also warrant he must meet the eligibility requirements and would be entitled to register the domain name if it were applying for it in its own right.

## Section .SYDNEY.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 .SYDNEY.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 .SYDNEY.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.

By submitting a registration or modification request You acknowledge that:

- You must provide true and accurate details and information about Yourself at the time of the application for and registration of, the domain name and make those warrants as described in the policies of the Registry
- You must provide to Gandi updated details and information as soon as practicable when information about You changes, and in any case no greater than 14 days from such change
- You must not do any thing, or use any third party, or any service to obfuscate or conceal the true identity of the intended beneficiary of the domain name registration
- You acknowledge that You meet the eligibility requirements
- You will be the beneficiary of the domain name registration
- That the domain name and its use will be consistent with:
  -the mission and purpose of the TLD
  -applicable laws, government rules or requirements and the published policies

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

You must ensure 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 must bear liability for any claims or infringement arising out of or relating to Your registration or use of the domain name, and indemnifies the Registry Operator 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 keep the Registry operator (including its employees, agents, and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by the Registry Operator arising out of or in connection in any way with a breach of the customer registration agreement.

## Section .SYDNEY.17. 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, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity and stability of the Registry Systems
- to comply with its obligations as a Registry Operator
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process
- to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors employees and subcontractors;
- to ensure compliance with the Published Policies
- to stop or prevent any violations of any terms and conditions of these special conditions
- to correct mistakes by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.
- for the non-payment to us of any fee

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

Moreover, You also expressly agree and acknowledge that:

(a) an application for a domain name may not result in the domain name being allocated to You
(b) certain domain names may not be available as a result of being reserved by the Registry Operator or otherwise allocated in accordance with the published policies
(c) from time to time the Registry Operator may identify certain domain names to be reserved, and may release such domain names subject to the Published Policies
(d) during the periods and under the circumstances identified in the Published policies, multiple applications for the same domain name may be accepted, and that those applications may be subject to the special allocation procedure described in relation to that period or circumstance
(e) where a special allocation procedure exists, You must pay any fees and undertake any further steps that may be required in order to complete the process of registering the domain name
(f) the Registry Operator may prevent You from making an application and registering or renewing a domain name where You have been found to be in breach of the published policies

In addition for special allocation procedures You expressly acknowledge that:
(a) contact may be made by the Registry Operator or its Service Providers in relation to an application
(b) pursuant to the Registry Operator Published Policies, failing to provide sufficient information in order to undertake any verification of an application that the application may be discontinued

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