



Région Alsace
1 place Adrien Zeller
67000 Strasbourg
FRANCE
Tel : +33 (0)3 88 15 67 68



.alsace Registration Policy

V2.0 – 15 janvier 2015

Definitions

Domain name	designates a string of characters registered under the top-level domain extension .alsace
Top-level domain, Top-level domain extension	The string of characters constituting the suffix of a domain name which is one of the domains at the highest level in the hierarchical Domain Name System
TLD	Top Level Domain, i.e. top-level domain extension
geoTLD	Geographic Top Level Domain
ICANN	Internet Corporation for Assigned Names and Numbers
Whois, RDDS (Registration Data Directory Services)	Directory service for registered data. The whois services are defined in Section 4 of the Registry Agreement.
Registry operator	Legal entity which manages a top-level domain extension. Région d'Alsace is the registry operator for the .alsace domain extension.
Registry agreement	Contract signed on 2 July 2014 binding the registry of .alsace to ICANN.
Registrar	Legal entity which is accredited by ICANN and which registers domain names in the registry for a natural person or legal person (e.g., corporation) requesting a domain name.
Registrant	A natural or legal person who is owner of a domain name registered with a registrar.
RAA	Registrar Accreditation Agreement, a contract for accreditation of registrars approved by ICANN and in force.
Registration Agreement	Designates, in paper or electronic format, the contract which the registrar must enter into with the registrant in accordance with section 3.7.7 of the RAA
Registrar Data Escrow Agent	Designates the data repository agent who carries out the provision of data escrow services, as provided for in Section 5 of the Registry Agreement
Trademark Clearinghouse, TMCH	The Trademark Clearinghouse protects trademark owners under the ICANN program for new extensions.

UDRP, URS, ERDRP, PDDRP and RRDRP

Dispute resolution procedures concerning domain names. More information on arbitration procedures at:
<https://www.icann.org/resources/pages/dndr-2012-02-25-en>

Sunrise

Priority registration period preceding the general opening of registration that gives priority to the rights holders for the registration of their domain names. See the Sunrise policy for eligibility details.

Landrush

Registration period preceding the general opening of registration, allowing natural and legal persons to register their chosen domain names. See the Landrush policy for implementation details.

Reserved, blocked, prohibited, premium, sensitive domain name

Domain name subject to special treatment by the registry. The registration requirements may differ from the general terms and conditions: modified price, prohibited for registration, domain reserved for the use of the registry, domain assigned on application approval.

GA (General Availability), Go Live

Ways to indicate an extension's general availability, or the standard unlimited registration and sales period that starts at the end of the sunrise and landrush launch periods. General availability is on a "first come, first served" basis.

Introduction

This Registration Policy defines the terms and conditions for registration of .alsace domain names.

Région d'Alsace is the registrar, hereinafter referred to as "registry" / "registry operator" [note: French term "registre" is used for both, but meaning in most (if not all) instances in this document is the latter] of domain names under the top-level extension .alsace.

Région d'Alsace includes the management and operation requirements specified by ICANN in the Registry Agreement.

In the following Registration Policy document,

- **Registry/ registry operator, Région d'Alsace, We, Our** refer to the entity managing the top-level domain extension .alsace, in this case, La Région d'Alsace.
- **Holder, Registrant, You, Your** refer to the legal or natural person who has registered or wishes to register a .alsace domain name.
- **Domain name, domain names, name, names, domain, domains** refer to the name of the domain as defined in the preceding paragraph "definitions".

Launch periods

Period	Priority level	Length	Description
Sunrise - TMCH	1	From January 19, 2015 to march 20, 2015	For TMCH declared trademarks
Sunrise - Other brands	2	From January 19, 2015 to march 20, 2015	National French brands, European or international brands designating France (Documents : INPI, OHMI, OMPI)
Businesses, public and semi-public entities, associations	3	From January 19, 2015 to march 20, 2015	- Businesses with headquarters or secondary establishment in French administrative departments 67 or 68 (name, trade name, acronym, symbol or logo) (Document : certificate of incorporation) - public and semi-public entities (Document : INSEE) - Associations (Document : TI registry certificate, INSEE)
Landrush	4	From January 19, 2015 to march 20, 2015	Open to all Any applicant who does not meet the conditions for the priority categories may file an application in Landrush. Multiple applications will be processed via auction.
General availability		April 7, 2014	Open to natural and legal persons. First come, first served.

For all periods, the start or end time is: 13:00 UTC

1. Acceptance of this Registration Policy

The registrant accepts being bound by this Registration Policy by requesting registration or renewal of a domain name in .alsace.

A registration agreement will be made between the registrant and the ICANN-accredited registrar during the registration of your domain name. The registrar must also be accredited by the .alsace Registry / registry operator.

This Registration Policy is regularly updated by the registry operator.

There is no contractual relationship between the .alsace Registry and the registrant. By accepting the ICANN-accredited registrar's Registration agreement, the registrar requires that you accept all policies and directives approved and regularly updated by ICANN, as well as this Registration Policy, regularly updated by the registry/ registry operator.

You are solely responsible for compliance with the documents mentioned above in the registration and use of your .alsace domain name.

2. Conditions, availability and registration of your .alsace domain name

2.1. Eligibility conditions

Any natural person or legal person (e.g., corporation) may register or use a domain name in .alsace, on the condition that this person is able to demonstrate ties to Alsace at the time of, and following, the domain name registration.

No proof is required on the part of the Registrant in order to request registration or to register a .alsace domain name.

The registry/ registry operator reserves, at its sole discretion, the right to ask a domain name holder to provide demonstration of their ties to Alsace. The domain name holder must be capable of proving that you:

- Reside in Alsace, or,
- Carry out professional, personal, commercial, or cultural activities, or
- Substantiate any other direct or indirect attachment with Alsace (economic, social, cultural, historical, or other).

The admissibility of such evidence is left to the discretion of the registry operator. The registry / registry operator is under no obligation to publish or justify its decision.

2.2. Availability of domain names

The .alsace registry does not guarantee that the registrant will obtain the requested domain name, even if it is indicated as available at the time of the request.

2.3. The priority principle

Depending on general availability, the registration of a .alsace domain name follows the "first come, first served" principle. This means that the domain name will be assigned to the person

whose request arrives, in the appropriate technical conditions, chronologically in first position in the database of the Registry operator.

The .alsace launch periods, called Sunrise, LRP or Landrush, are subject to specific registration rules, detailed in the documents which explain these periods.

2.4. Available characters for registration

When registering a domain name, the Registrant must respect the syntactic criteria defined by ICANN and the .alsace registry operator. The following characters are accepted:

Numbers (0-9), letters (az), hyphens.

Accented and special characters are not accepted.

Dashes may not appear at the beginning or at the end of your domain name.

2.5. Domain Names reserved by the Registry

The .alsace Registry reserves, at its sole discretion:

- The possibility to make some domain names unavailable for registration and not to allow them to be assigned except under certain conditions.
- The right to determine the time, the price, and the conditions under which these names shall be registered or used.
- The right to publish or name the list of reserved names.

a. Communes and Communities of Communes

Domain names of Alsacian Communes and Communities of Communes are blocked for a period of 18 months to be counted **from the start date of the .alsace General Availability**. Only the representatives of the Communes and Communities of Communes may register the domain name during this period:

- Communes may register: the name by custom or the administrative name of the commune.
- Communities of Communes may register: cc-name.alsace and comcom-name.alsace, use name and their official name.

Following this 18-month period, the domains will be open to registration by the public at large.

b. Premium domain names

The Registry reserves, at its sole discretion, the right to classify certain domain names in a list known as Premium domain names, made available for registration under certain pricing conditions or by auction.

The list may change over time and at the discretion of the registry operator.

Conditions of pricing, usage, and assignment of premium domain names may change over time.

A registered Domain Name which re-enters the public domain may, at the discretion of the registry operator, be classified (or reclassified) onto the list of premium domain names.

The Registry reserves the right to publish, or not to publish, the list of premium domain names.

2.6. Domain names reserved by ICANN

ICANN provides a list of categories of reserved domain names, which the registry operator must prevent from being registered, except under certain conditions.

These conditions are described in Section 5 of the Registry Agreement.

3. Registration

The registrar sends your registration request for a .alsace domain name electronically, via an EPP intermediary, to the Registry / the Registry's registration System. The result of the registration is sent to the registrar. If the registration fails, an error message will be sent to the registrar. In case of success, confirmation of the domain name registration will be sent to the registrar.

As soon as the registration is in place, as required by ICANN, the holder's location details will be available via a WHOIS request. WHOIS may be accessed at the following address

<http://whois.nic.alsace>

The holder must immediately verify these details and immediately have any errors corrected by the registrar.

The registrar must inform the registry operator in a timely manner of any request or communicated intention of simultaneous registration of more than 10,000 domain names from a single registrant.

4. Use of your .alsace domain name

- a. You alone are responsible for the use of your domain name.*
- b. You undertake to ensure that the use of your .alsace domain name:*
 - is of a nature generally accepted as legitimate,
 - is respectful and without danger to the image of Alsace and Alsacians,
 - is not likely to detract from or harm the image of the registry operator or its partners,
 - is founded on good faith at the time of registration and following.

Failure to respect this undertaking will lead to the suspension or cancellation of the domain name registration.

c. You also undertake not to:

- use your .alsace domain name in a manner that could infringe on the rights of any third party, including and especially intellectual property rights.
- use your .alsace domain name as a commercial service similar to a registry operator service to provide the registration of third level domain names to third parties.
- use your .alsace domain name to broadcast undesirable or unwelcome commercial advertisements, in violation of the legislation in force.
- engage in the following practices: distribution of malware, misuse of networks or use of botnets, phishing, piracy, infringement of intellectual property rights, fraudulent or deceptive practices, counterfeiting or any other activity in violation of the legislation in force.
- use your .alsace domain name for the sole purpose of selling, reselling, or transferring it in any way whatsoever to domain name seekers.
- use your .alsace domain name for in a way that is likely to detract from or harm the image of the name, the image, or the reputation of the Région Alsace or its partners.
- register your domain name primarily for the purpose of harming the reputation of the holder of a legitimate interest or a right to this name or to a related name, or that of a product or service associated with this name in the minds of the public.
- register your domain name primarily to profit from or take advantage of the reputation of the holder of a legitimate interest or a right to this name or to a related name, or that of a product or service associated with this name, by creating confusion in the minds of the public.
- use your domain name in a way that deceives the public or induces it into error, for example regarding the geographic location to which the name refers, or the official nature of its origin.

5. Registry rights and compliance

5.1. Rights under the eligibility conditions

We reserve the right, at our sole discretion, to:

- refuse or cancel the registration of any .alsace domain name which would be contrary to the eligibility conditions as set out in article 2.1 above (e.g. you do not carry out any professional activity in Alsace)
- suspend and/or cancel the registration of any .alsace domain name whose holder no longer meets the eligibility criteria for .alsace, as required by section 2.1.

Our decision to grant, refuse or suspend your .alsace domain name or the registration of your .alsace domain name under this section may be contested via the Eligibility Requirements Dispute Resolution Policy (ERDRP) for .alsace provided for in article 6.3 of this Registration Policy.

5.2. Rights regarding compliance with the Registry Policy and the accuracy of personal data, fee

We reserve the right, at our sole discretion, to refuse or suspend your .alsace domain name or the registration of your .alsace domain name:

- If you do not respect this registration policy, and in particular the provisions of article 2;
- If you provide inaccurate personal details and location data, or do not update them (article 7);

If we identify any non-compliance relating to this Registration Policy or the accuracy of the data, you will be contacted in order to clarify/correct the situation. If the non-compliance is not resolved within thirty (30) days, your domain name will be suspended for at least thirty (30) days, during which you will be able to challenge our judgment of non-compliance of your domain name, in accordance with the provisions of the Compliance Requirements Dispute Resolution Policy (CRDRP).

Subject to the resolution of non-compliance before this deadline, your .alsace domain name registration may be further suspended or cancelled. In case of suspension and/or cancellation of the registration of your .alsace domain name under this section, you will not receive any refund of the registration fee.

5.3. Protection of the Registry Operator

We also reserve the right to refuse, suspend, change the status of, cancel, or transfer any registration that we deem necessary in order to:

- protect the integrity, security and stability of the .alsace registry;
- release Région Alsace or its agents, directors, representatives and employees from responsibility;
- comply with all laws and regulations in force, or comply with any dispute resolution process;
- comply with a judicial decision rendered by a competent court.

6. Dispute resolution

By registering or renewing a domain name, you subscribe to and agree to comply with all of the policies and procedures for resolution of dispute over your .alsace domain name, as defined by the registry, as well as those applicable to ICANN. You agree to submit to the following resolution policies and procedures if a dispute occurs through a third party:

6.1. UDRP - Uniform Domain-Name Dispute-Resolution Policy

The Uniform Domain-Name Dispute-Resolution Policy (« UDRP ») adopted by ICANN, which can be consulted on the following page: <http://www.icann.org/en/help/dndr/udrp/policy> is integrated into this Registration Policy for reference.

Any contestation of your .alsace domain name from a third part following a UDRP procedure will be carried out in conformity with the rules available at the address <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, to which the supplementary rules defines by the service provider will be added wherever relevant for the resolution of administrative disputes.

6.2. URS - Uniform Rapid Suspension

The Uniform Rapid Suspension policy (« URS ») adopted by ICANN can be consulted to the following address: <http://newgtlds.icann.org/en/applicants/urs>

6.3. The other applicable policy and dispute resolution procedures by ICANN

- ERDRP: The Eligibility Requirements Dispute Resolution Policy defines the terms and conditions for challenging a decision by the .alsace registry relating to eligibility for the registration of .alsace domain names.
- PDDRP
- RRDRP

7. Accuracy of your contact information

7.1. Contact information

You undertake to provide all of the required information to register your domain name, as well as the complete and accurate contact information of physical persons or legal persons associated with the domain name, as required by the registration procedure, namely:

- Your first and last name, and/or the name of your organization, mailing address, e-mail address, telephone number, and (where applicable) fax number;
- The first and last name, mailing address, e-mail address, telephone number, and (where applicable) fax number for technical contact for the domain name to be registered;
- The first and last name, and/or the name of your organization, mailing address, e-mail address, telephone number, and (where applicable) fax number for administrative contact for the domain name to be registered;

The data referred to in this section 7.1 are designated by the term “Contact information”. It is obligatory to provide them in order to register a domain name.

7.2. Update of contact information

You undertake to immediately correct and update these contact details during the entire period of domain name registration.

8. Protection of your personal data and contact information

8.1. Collection and processing of your data and contact information

The registry operatory collects your contact information from registrars for the purposes of registration and the renewal of your .alsace domain name.

You agree that your contact details will be:

- Processed by the registry in order to provide registry services, as required by ICANN;
- Published in the WHOIS database, allowing anyone with internet access to consult them ;
- Transmitted to a provider of data escrow services, in accordance with the provisions of the registry agreement.
- In addition, your contact information may be transmitted to ICANN for verification purposes.

8.2 Security and Privacy

The registry is committed to ensuring the security and confidentiality of information collected against any loss, misuse, unauthorized disclosure, alteration or destruction.

8.3 Third-party contact information

Concerning third parties (e.g., administrative and technical contacts) whose contact information you may provide us with (via your registrar), you are responsible for informing them of:

- the recipients and the intended use of their contact information
- their access rights and, where appropriate, correction of relevant contact information via your registrar.

You are also responsible for having obtained consent from these third parties relative to the processing of their personal data in accordance with this policy for registration.

9. The responsibility of the holder

You undertake to safeguard the registry against any action, claim, demand or opposition on the part of any person claiming any rights to your .alsace domain name, the result of any registration, use or transmission of your .alsace domain name.

As a result, you will take upon yourself all damages to which the registry would be sentenced or should to carry out due to a pre-litigation or litigation process, or other proceedings, including the costs incurred for the defense of its interests, including legal fees.

10. Modifications to this policy

We reserve the right to modify this registration policy at any time. We undertake to publish the new version of the registration policy at least thirty (30) calendar days prior to its entry into force on the registry's website, accessible at the address www.nic.alsace.

At the date of its entry into force, the new version of the registration policy will be immediately applicable to any new domain name, to existing domain names upon their renewal, and to any conflict concerning the registration of your .alsace domain name, whether the dispute occurred before, during or after the effective date of the update to the registration policy.

11. Applicable law and competent jurisdiction

This registration policy is subject to French law.

Any disputes that may arise from the interpretation of this policy or its execution will be decided by the competent courts within the jurisdiction of the courts of Strasbourg.

12. Language

This Registration Policy was written in French and English.

For any difficulty in the interpretation of its terms, only the version in French language shall prevail between the parties.