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Sunrise Dispute Resolution Policy

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Revisions

Version	Date	Author(s)	Changes
0.1	17/09/2013	Yasmin Omer	Updated, released for review
0.2	18/10/2013	Yasmin Omer	Updated to policy template
0.3	23/10/2013	Yasmin Omer	Updated



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Definitions

In this document:

Applicant means a natural person, company or organisation in whose name an Application is submitted.

Application means the complete and technically correct request for a domain name, which complies with the Launch Policy and any other policy issued by us, or ICANN.

Allocation means the method by which a domain name is created and assigned to an Applicant, **Allocated** shall have a corresponding meaning.

Challenge means a dispute related to an Application submitted during the Sunrise Period or a Sunrise Registration, brought about on the grounds for dispute described in this policy, **Challenged** shall have a corresponding meaning.

Complainant means a third party seeking to challenge an Application submitted during the Sunrise Period or a Sunrise Registration on the grounds described in this policy.

ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

Launch Policy means the policy issued by us describing, amongst other things the requirements of a Sunrise Registration and any associated Allocation mechanisms.

Registrar means an entity that is authorised to offer domain name registration services in relation to the TLD.

Registrant means a natural person, company or organisation in whose name a domain name is Allocated in the TLD.

Respondent means the Registrant of a Sunrise Registration against which a Challenge is initiated.

SMD File means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

Sunrise Period means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period.

Sunrise Registration means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

Sunrise-Eligible Rights Holders means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in our Launch Policy.

TLD means Top Level Domain and for the purpose of this policy **the TLD** shall be شبكة .

We, us and our means International Domain Registry Pty. Ltd. Trading as dotShabaka Registry or our designated representatives.





Purpose

The purpose of this policy is to provide a method by which Challenges may be resolved.

Background and Objectives

We have developed a Launch Policy that meets the requirements of ICANN in relation to the implementation of certain Rights Protection Mechanisms for the TLD. Our Launch Policy can be found at the following link www.dotshabaka.com/policy.

In addition to the Launch Policy, ICANN's requirements also prescribe the implementation of a mechanism to address Challenges to Applications submitted during the Sunrise Period and Sunrise Registrations.

This policy and others issued by us are incorporated by reference to the agreement entered into by a Registrant at the time of registration of a domain name.

Application of this policy

This policy applies to Applications submitted during the Sunrise Period and Sunrise Registrations, and comes into effect upon the conclusion of the Sunrise Period.



Grounds for Challenge

This policy covers Challenges regarding Applications submitted during the Sunrise Period and Sunrise Registrations on the following grounds:

- Ground 1** At the time the Challenged domain name was Allocated, the Registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty.
- Ground 2** The domain name is not identical to the mark on which the Registrant based its Sunrise Registration.
- Ground 3** The trademark registration on which the Registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty.
- Ground 4** The trademark registration on which the domain name Registrant based its Sunrise Registration :
- a. did not issue on or before the ICANN Registry Agreement Date; and
 - b. was not applied for on or before the TLD Reveal Date.
- Ground 5** Where the Application is referred to the auction provider, the auction was not executed in accordance with the auction rules.

A Challenge brought on these grounds will be subject to this policy, each of which are described further in this document.



Challenges related to Grounds 1,2,3 and 4

Procedure

All Challenges on Grounds 1,2,3 and 4 must be submitted to our Sunrise Dispute Resolution Policy service provider, the National Arbitration Forum (the Forum).

All such Challenges must be submitted in accordance with the Forum's Sunrise Dispute Resolution Policy and Rules which may be found at the following link www.domains.adrforum.com/shabaka.

Examination of the Challenge

All Challenges on these grounds will be handled, and determinations made, in accordance with the Forum's Sunrise Dispute Resolution Policy and Rules.

The remedies available to a Complainant are limited to those described in the Forum's Sunrise Dispute Resolution Policy.

Our involvement

We will not participate in the administration or conduct of any proceedings under the Forum's Sunrise Dispute Resolution Policy.

We will comply in a timely manner with all requests made by the Forum, including the implementation of determinations, as required under the Forum's Sunrise Dispute Resolution Policy and Rules.



Challenges related to Grounds 5

Procedure

All Challenges on ground 5 must be submitted as described in the auction rules.

All such Challenges must be submitted in accordance with the Auction Dispute Resolution Policy which may be found at the following link http://shabaka.pool.com/auction_dispute.html.

Examination of the Challenge

All Challenges on these grounds will be handled, and determinations made, in accordance with the Auction Dispute Resolution Policy.

The remedies available to a Complainant are limited to those described in the Auction Dispute Resolution Policy.

Our Involvement

We will not participate in the administration or conduct of any proceedings under the Auction Dispute Resolution Policy.

We will comply in a timely manner with all requests made by the auction provider, including the implementation of determinations, as required under the Auction Dispute Resolution Policy.



Multiple Challenges

Where more than one Challenge is received in relation to the same domain name, each Challenge will be addressed in the order in which it was received.

A Challenge may not relate to more than one domain name.

Language

The language of all submissions and proceedings under this policy will be English.

Supporting evidence may be provided in its original language, provided such information is accompanied by a certified English translation of all relevant text.

Indemnification

The Registrar of the Sunrise Registration, Respondent and the Complainant will indemnify, defend and hold harmless us and our respective employees, contractors, agents and service providers against any claim brought or filed by a third party against us in relation to the operation of this policy including any decision of the Forum or the auction provider. Neither party may name us, the Forum or the auction provider as a party or otherwise include us, the Forum or the auction provider in any judicial proceeding relating to the dispute or the administration of this policy. Neither we nor our respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this policy. The Complainant shall be directly and solely liable to the Registrant in the event that it prevails in circumstances where the Registrant is lawfully entitled to registration and use of the registered domain name in the TLD.



Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this document from time to time at our absolute discretion.



Sunrise Dispute Resolution Policy

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