



## Sunrise Dispute Resolution Policy

27 July 2015

Sunrise Dispute Resolution Policy

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## Classification

Public

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# 1 Definitions

In this policy:

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

**Applicant** means a natural or legal 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 Published Policies.

**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.

**Customer Registration Agreement** means an agreement between a Registrar and a customer.

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

**ICANN Registry Agreement Date** refers to the date on which we signed the agreement for the TLD with ICANN and shall mean 08 January 2015.

**General Registration** means the period of time defined as such in our Launch Policy.

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

**Published Policies** collectively means:

- those specifications and policies established and published from time to time by us or any of our designated representatives; and
- any ICANN Temporary Specifications or Policies and Consensus Policies or any Rights Protection Mechanisms and associated rules, policies, requirements and procedures (as defined in our agreement with ICANN).

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

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

**Registry** means the systems used to record, store and maintain details of domain names in the TLD.

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

**Service** means the services that we provide in relation to the TLD.

**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 certain information.

## Sunrise Dispute Resolution Policy

**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 General Registration.

**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 shall mean .film.

**TLD Reveal Date** refers to the date that ICANN announced our application for the TLD and shall mean 13 July 2012 at 11:00 UTC.

**We, us and our** means Motion Picture Domain Registry Pty Ltd ACN 156 336 042 or our designated representatives.

**You and your** means the person or entity receiving or accessing the Service.

## 2 About this document

This document describes our Sunrise Dispute Resolution Policy.

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### 3 Purpose

The purpose of this document is to describe our policy on Sunrise Registration dispute resolution and to provide a method by which Challenges may be resolved.



## 4 Policy statement

### Background and objectives

We have developed a Sunrise Dispute Resolution 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 in the policy section of our website at the following link: <http://nic.film/>.

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.

The Published Policies 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:

<b>Ground 1</b>	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.
<b>Ground 2</b>	The domain name is not identical to the trademark on which the Registrant based its Sunrise Registration.
<b>Ground 3</b>	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.
<b>Ground 4</b>	The trademark registration on which the domain name Registrant based its Sunrise Registration was not issued on or before the ICANN Registry Agreement Date; and was not applied for on or before the TLD Reveal Date.
<b>Ground 5</b>	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 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: <http://www.adrforum.com/> ("Forum's Policies and Rules)"

### **Examination of the Challenge**

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

The remedies available to a Complainant are limited to those described in the Forum's Policies and Rules.

### **Our involvement**

We will not participate in the administration or conduct of any proceedings under the Forum's Policies and Rules.

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 Policies and Rules.

## **Challenges related to ground 5**

### **Procedure**

All Challenges on ground 5 must be submitted as described in the auction provider's 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://auctions.nic.film/>

### **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 evidence 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.

## 5 Definition and review

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

All domain names in the TLD are subject to the Published Policies. It is your responsibility to ensure that you read and understand these policies as they apply to you. We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Further policy and procedure in relation to the TLD can be found at the following link: <http://nic.film/>

**Motion Picture Domain Registry Pty Ltd**

**ACN 156 336 042**

**ABN 52 156 336 042**

**Definitions**

We, us and our means Motion Picture Domain Registry Pty Ltd, our related entities and their respective officers, employees, contractors or sub-contractors.

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