



Eligibility Dispute Resolution Policy

27 July 2015

Eligibility 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 a Registrant; **Allocated** shall have a corresponding meaning.

Business Day means Monday to Friday excluding public holidays in as observed in Melbourne, Victoria.

Challenge means a dispute related to a domain name registered in the TLD, 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 the registration of a domain name on the grounds described in this policy.

Eligibility Dispute Evaluation Panel means a group of individuals appointed by us to examine a Challenge.

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 registrar 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 domain name against which a Challenge is initiated.

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

TLD means Top Level Domain and for the purpose of this policy shall mean .film.

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 accessing the Service.

2 About this document

This document describes our Eligibility Dispute Resolution Policy.

Document Identifier: MPDR-POL-004

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3 Purpose

The purpose of this policy is to provide a method by which Challenges relating to a Registrant's eligibility may be resolved.

Our Registration Policy details the eligibility requirements for registering a domain name in the TLD and can be found at the following link: <http://nic.film/>

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

4 Policy statement

1.1 Application of this policy

This policy applies to all domain name registrations, and comes into effect upon the domain name being registered.

1.2 Grounds for Challenge

This policy covers Challenges relating to a Registrant's eligibility on the following grounds:

- Ground 1** The Registrant of the domain name is not a member of film association or body as described in our policy.
- Ground 2** The Registrant of the domain name is not closely connected to the domain name.
- Ground 3** The Registrant of the domain name is not the rights holder of the applied for film title.

A challenge brought on these grounds will be subject to this policy.

1.3 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.

1.4 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.

1.5 Remedies

The sole remedy available to a Complainant shall be limited to requiring the cancellation of the domain name registration in the circumstances described in this policy.

1.6 Maintaining the status quo

Except as may be required by other policies or legal requirements, we will not cancel, create, transfer, activate, deactivate, or otherwise change the status of any domain name subject to this policy, except as provided herein.

1.7 Decisions made by the Eligibility Dispute Evaluation Panel

The Challenge will be assessed by the Eligibility Dispute Evaluation Panel on the facts provided by the Complainant and the Respondent. The Eligibility Dispute Evaluation Panel assessment is of an administrative nature and the Eligibility Dispute Evaluation Panel shall not be required to provide reasons for its assessment.

The Registrar of the domain name, Respondent and the Complainant agree that the decision of the Eligibility Dispute Evaluation Panel is final and agree to abide by its decision.

The Registrar of the domain name, Respondent and the Complainant will indemnify, defend and hold harmless us against any claim brought or filed by a third party against us in relation to the decision of the Eligibility Dispute Evaluation Panel.

1.8 Challenges

General

Challenges may be introduced by a Complainant asserting that the Registrant of the domain name does not meet the eligibility requirements on the grounds described in this policy.

Procedure

Challenges must be lodged by completing the form attached as Appendix A to this document.

Forms must be submitted electronically, to the email address specified on the form.

The Eligibility Dispute Evaluation Panel will perform a preliminary investigation to examine the information provided to ensure that all information required has been received.

Where the information received is incomplete or found to be deficient the Eligibility Dispute Evaluation Panel will notify the Complainant. The Complainant shall have ten (10) Business Days to provide any additional information that the Eligibility Dispute Evaluation Panel may request. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

Fee for filing a Challenge

The fee for filing a Challenge shall be AUD 300.

Fees shall be paid by depositing the fees into the following bank account and must be inclusive of any and all bank charges:

Account Name: Motion Picture Domain Registry Pty Ltd

Account Number: 013423 205134969

SWIFT Number: ANZBAU3M

Examination of the Challenge

Upon receipt of full and complete information from the Complainant, including the payment of any fees, the Eligibility Dispute Evaluation Panel will:

- notify the Respondent of the Challenge; and
- allow the Respondent fifteen (15) Business Days in which to respond to the Challenge.

After the period of time to respond for the Respondent expires the Eligibility Dispute Evaluation Panel will examine the Challenge and make an assessment within fifteen (15) Business Days.

In making its assessment the Eligibility Dispute Evaluation Panel will use the information received:

- during the registration process for the domain name
- any relevant information that is available to us and the Eligibility Dispute Evaluation Panel;
- information that has been provided by the Complainant in lodging the Challenge; and/or
- information that has been provided by the Respondent in responding to the Challenge.

Outcomes of the Challenge

A summary of the steps taken and the assessment made by the Eligibility Dispute Evaluation Panel will be communicated to the Complainant and the Respondent by e-mail.

Where the Eligibility Dispute Evaluation Panel assesses in favour of the Respondent; then no further action will be taken in relation to the Challenge.

Where the Eligibility Dispute Evaluation Panel makes the asses in favour of the Complainant the Eligibility Dispute Evaluation Panel will:

- 1 notify the Respondent of the assessment and the consequences of that assessment; and
- 2 after fifteen (15) Business Days of providing such notification to the Respondent cause the domain name to be deleted.

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/>

Appendix A

Where an individual is completing the form provide the individual's details:

- Name of individual
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Where the individual is completing a form on behalf of a business entity provide the business' details:

- The name of entity
- Business registration number
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Registration details:

- Domain name
- Registrant name

Reason for the Challenge

Describe, in accordance with the policy, the grounds on which the challenge is made including, in particular, why the domain name that is the subject of the dispute should be considered to have been registered in violation of the Registration Policy, in that:

- the Registrant of the domain name is not a member of film association or body; or
- the Registrant of the domain name is not closely connected to the domain name; or
- the Registrant of the domain name is not the rights holder of the applied for film title.

Attach supporting information to substantiate the claim.

Identify any other proceedings that have been commenced or terminated in connection with or relating to the domain name that is the subject of the Challenge.

Representation, Warranty and Acknowledgement

By signing and submitting this Challenge Request Form, the Complainant declares, warrants and acknowledges that, to the best of the Complainant's knowledge, the above statements are true, correct and not fraudulent.

Signature:

Name:

Date:

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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