

## TLDH Sunrise Policy

This Sunrise Policy (the “Policy”) of Top Level Domain Holdings Limited (the “Registry”) is intended to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

The Registry reserves the right to modify this Policy at any time and from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry’s website and such amendments shall be binding upon the domain name registrant.

## Sunrise Overview

The registry operator will offer a sixty (60) day End Date Sunrise Period, as a rights protection mechanism for mark holders. Sunrise allows the holder of a trademark that has previously been verified by the officially-mandated ICANN Trademark Clearinghouse (a “Trademark Holder”) to register in advance of all other registrants within the TLD in question. Trademark Holders may only register for a domain name label that constitutes an “exact match” of their mark, in accordance with the name matching rules of the Trademark Clearinghouse (“TMCH”).

The Registry will notify the TMCH whenever a valid Sunrise application is received. The Registry will charge a Sunrise domain registration fee for registration of domain names during Sunrise (“Sunrise Price”). This fee is in addition to any fee charged by a participating Registrar for registration.

The Trademark Holder is responsible for protecting any labels in which it has an interest. If a Trademark Holder fails to reserve any domain name during Sunrise, any other party is free to register that domain name during Landrush or General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Multiple Trademark Holders with rights to a trademark term that have applied for the same domain name will settle the contention through an auction, as more fully described below.

Because some generic terms may be trademarked, certain names may be Premium Domain names. These names are still available during Sunrise at the Premium name price.

## Sunrise Eligibility

The Registry will abide by all policies and procedures adopted by the TMCH. The TMCH will maintain Sunrise Eligibility Requirements and validate and authenticate marks as applicable. The Registry will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names.

## Fees

Fees that may be collected during Sunrise include:

- + Domain Registration Fee
- + Sunrise Fee (non-refundable)
- + Winning auction bid

The renewal price for domain names registered during Sunrise will be the Sunrise Price. The Registry may adjust the renewal price with 180 days’ notice. The Registrant may renew the domain at the Sunrise Price during the notice period.

## Name Collision List

Applications will be accepted for domain names appearing on the TLD's [\[link\]name collision list\[/link\]](#) and are subject to the terms contained in this Sunrise Period policy. For all domains registered that appear on the name collision list, the domain name will not resolve on the Internet until such time ICANN removes such prohibitions. Should ICANN fail to remove the prohibitions within 120 days, the Registry will notify the sponsoring Registrar and provide a refund of the registration fee.

## Auctions

If multiple Trademark Holders apply to register an identical domain name during Sunrise, conflicting applications will be settled by an auction conducted by Registry's third party auction provider, Pool.

For full auction rules, please click [\[link\]here\[/link\]](#).

The outcome of any auction shall be deemed final and binding upon the parties. A party that either loses an auction or withdraws its Sunrise application shall receive a refund of the Sunrise domain registration fee.

## Sunrise Dispute Resolution

Disputes regarding Sunrise eligibility will be managed by the National Arbitration Forum (NAF). Click [here](#) for the Sunrise Dispute Resolution Policy (SDRP).

The Registry will act in accordance with the binding notice of an arbitration award under its SDRP.

Regardless of anything to the contrary stated in this Policy, the Registry reserves the right to put a hold on any domain name pending final dispute resolution and/or to seek legal advice on the enforceability of any court order and has the right to require the serving party to take additional steps before the Registry will comply with any order or award.

## Allocation

Unless otherwise stated Policy, the Registry operator, via the Registrar and Auction Provider, will allocate a Domain Name if:

- + the domain name meets the TMCH requirements; and
- + the domain name and the registrant information meet the requirements of the participating Registrar's Terms and Conditions; and
- + the domain name is available; and
- + the participating Registrar is in good standing with the Registry.

## Registry Rights

The Registry reserves the right to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

- + to enforce Registry policies and ICANN Requirements, each as amended from time to time; or
- + that is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies; or
- + to protect the integrity and stability of the operation or management of the Registry;

- + to comply with applicable laws, regulations, policies, or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; or
- + to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, agents, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders; or
- + to correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration; or
- + if the Registry receives notice that the SMD File is under dispute; or
- + as otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.
  
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