



.SKI LAUNCH REGISTRY POLICY

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Starting Dot Ltd.



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1. INTRODUCTION

This Launch Plan Registry Policy (the “Policy”), developed by Starting Dot Limited (the “Registry”), the Registry operator of the .SKI Top-Level-Domain (the “TLD”), is to be read together with the .SKI Registry Agreement (the “RA”) and the .SKI Domain Name Policy (the “.SKI DNP”). The Policy has been developed in order to describe the launch of the TLD and provide information to all the interested parties regarding the .SKI launch phases and procedures.

Non-defined words and phrases used in this Policy, shall have the same meaning attributed to them in the RA, unless otherwise specified.



2. LAUNCH PHASE OVERVIEW

The following table provides a summary of the different launch phases for the .SKI second-level domain name registrations:

Phase	Description
Sunrise Period	A period of at least sixty (60) days concurrent to the Limited Registration Period, when only the holders of eligible trademarks that have been validated by the Trademark Clearing House ("TMCH") and for which there is a Signed Mark Data ("SMD") file, will be able to secure their trademark in the TLD.
Limited Registration Period	A period running concurrently with the Sunrise Period, during which only certain specific entities and/or individuals will have the right to apply for the registration of their domain names in the TLD.
Quiet Period	A period after Sunrise and Limited Registration Periods, during which no applications or registrations are accepted.
General Availability Period	The period commencing after the Quiet Period when domain names become available for registration to the general public on a first-come, first-serve basis.



3. LAUNCH SCHEDULE

Launch Phase	Length	Start Date / Time (UTC)	End Date / Time (UTC)
Sunrise Period	60 Days	July 1, 2015 10:00:00 UTC	August 30, 2015 10:00:00 UTC
Limited Registration Period	60 Days	July 1, 2015 10:00:00 UTC	August 30, 2015 10:00:00 UTC
Quiet Period	8 Days	August 30, 2015 10:00:00 UTC	September 8, 2015 10:00:00 UTC
General Availability Period	N/A	September 8, 2015 10:00:00 UTC	N/A
Claims Period	90 Days	September 8, 2015 10:00:00 UTC	December 7, 2015 10:00:00 UTC



4. SUNRISE REGISTRATION POLICY

The Registry shall put in place an End Date Sunrise Period which shall last for 60 successive calendar days.

During the Sunrise Period, only SMD file holders (or their agents) are allowed to submit Sunrise Application(s) which refers to the request(s) for a domain name registration submitted by a Registrar to the Registry during the Sunrise period and including a valid SMD file.

The holder of a trademark (the “Trademark Holder”) that (i) has been previously verified by the officially mandated ICANN TMCH and that (ii) fulfills the eligibility requirements set out in the .SKI DNP, shall have the opportunity to apply for and register the label that corresponds to his/ her approved trademark.

Trademark Holders will apply for a domain name in the TLD that constitutes an “exact match” of their trademark, in accordance with the TMCH’s domain name matching rules.

The following process applies to Sunrise applications:

- a. SMD Files submitted with Sunrise applications are validated by the Registry. Sunrise applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry.
- b. Domain names for which a valid Sunrise application has been received that (1) meet the SKI Domain Name Policy (2) were submitted in accordance with Registry policies, ICANN Requirements, and the Registry-Registrar Agreement, will be allocated to the applicant following the close of the Sunrise Period.
- c. If more than one Sunrise application for the same Domain Name Character String meet the eligibility criteria described herein, the Sunrise applications will be submitted to an auction provider designated by the Registry and the Domain Name will be awarded in accordance with applicable auction rules and procedures.
- d. Domain Names awarded to successful Sunrise applicants at auction will be allocated by the Registry following the conclusion of such auction and those Domain Names shall be subject to the terms of the Sunrise Registration registrant agreement.

Sunrise Period registrations may be purchased in yearly increments of no less than two (2) years and no more than ten (10) years, commencing on the date on which the domain name is registered.

The Registry shall:



- (i) charge a registration fee for each Sunrise registration; and
- (ii) charge non-refundable application validation fee for each submitted application.

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 the Sunrise Period, any other party is free to register that domain name during the General Availability Period, subject to the .SKI DNP and applicable laws and regulations.

Any domain name that is in the list of the Reserved Names, which is visible on the Registry website, will be set on an 'on-hold' status during the Sunrise Period. Such domain name shall not prevail over a domain name awarded to eligible Trademark Holder during the Sunrise Period. Therefore, any domain name in the list of Reserved Names in contention with a domain name allocated during the Sunrise Period, will be removed from the list of the Reserved Names. All domain names in the Reserved Names List are subject to claims provided by section 8 of this Policy. However, this shall not apply to Reserved Names that have been reserved according to ICANN rules and regulations.

5. AUCTION RULES

In case of multiple applicants applying to register an identical Domain Name during the the Sunrise Phase, conflicting applications shall be settled by an auction conducted by the Registry's third-party provider during the Quiet Phase.

The applicant is however not obligated to participate in an auction and may instead chose to withdraw its application or privately resolve the contending applications.

The auction shall start at the Sunrise registration fee plus EUR 1 € (one Euro), with bid increments escalating over time. Failure to comply with this requirement shall prevent the Domain Name from being awarded. The final auction price must be paid prior to allocation of the Domain Name.

In the event no applicant bid has been made at auction, the first valid application received shall be awarded the Domain Name.

Detailed auction rules will be available on the auction provider website at www.sedo.com.

The outcome of the auction shall be deemed final and binding upon the parties.

6. LIMITED REGISTRATION POLICY

The Limited Registration Policy ("LRP"), sets forth the terms, conditions, procedure and timeframe for the registration of domain names in the .SKI TLD exclusively reserved for specific eligible entities.



During the LRP, the right to apply for a registration is given exclusively to the following sponsor organisations (“Eligible Applicants”) and their affiliates, entities and members: International Ski Federation (“FIS”), Fédération internationale des associations nationales d'exploitants de téléphériques, funiculaires et autres installations de transports par câble, pour voyageurs (“FIANET”), National Ski Areas Association (“NSAA”), Quebec Ski Areas Association (“ASSQ”) and Pacific Northwest Ski Areas Association (“PNSAA”).

During the LRP, only Eligible Applicants and their affiliates, entities and members are allowed to submit Limited Registration Application(s) which refer(s) to the request(s) for a domain name registration submitted by a Registrar to the Registry during the Limited Registration period.

Registrations during the LRP may be purchased in yearly increments of no less than two (2) years and no more than ten (10) years, commencing on the date on which the domain name is registered. The LRP shall last for sixty (60) successive calendar days.

The registration of the TLD domain names during the LRP, shall be completed after the Quiet Period, once the Registry has verified compliance with the registration rules imposed by the Registry, as mentioned above.

In order for a domain name to be registered in the TLD during the LRP, it has to (i) be applied for by one of the Eligible Applicants, their affiliates, entities and members as mentioned above, (ii) be in compliance with the registration rules as defined by the Registry and (iii) fulfill the eligibility requirements set out in the .SKI DNP.

In the case that two or more eligible applicants, have applied for the same domain name in the TLD, and unless the involved applicants reach a common agreement by themselves or by a decision delivered by one of the Eligible Applicants representing the applicants to the Registry, the Registry shall put in place an Auction procedure, in order to resolve the issue underlying the registration of the domain name.

In case of a dispute relating to the delegation of a domain name in the TLD during the Limited Registration Period, the Registry will, if applicable, commit to:

- (i) Enforce a court or Uniform Dispute Resolution (“URS”) decision, or;
- (ii) Enforce a decision reached through a common agreement between the parties, or;
- (iii) Enforce a decision reached from one of the Eligible Applicants representing the disputing parties, or;
- (iv) Enforce an Auction result in case an Auction is put in place for the resolution of the dispute.

7. GENERAL AVAILABILITY POLICY



The General Availability Period follows the Sunrise and Limited Registration Periods. During the General Availability Period any interested party can register a domain name on a first-come, first-served basis provided that the domain name is :

- (i) not a Reserved Name;
- (ii) Available for Registration;
- (iii) Not subject to a Sunrise of Limited Registration challenge; and
- (iv) In compliance with the .SKI DNP.

Any domain name allocated into a price category that is still available shall remain in that price category for registration in the General Availability Period.

8. SUNRISE DISPUTE RESOLUTION PROCESS

A Sunrise Dispute Resolution Policy (“SDRP”) Complaint may be filed against a domain name registered during the Sunrise Period until ninety (90) days after the end of the Sunrise Period. Such claim also applies against any .SKI Domain Name that is in the Reserved Names List. Disputes regarding Sunrise eligibility shall be found in the Sunrise Dispute Resolution Policy.

This SDRP is effective as of July 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (<http://domains.adrforum.com>).

In the event of a dispute beyond the scope of the dispute resolution procedures found in the SDRP, the disputing parties should seek legal advice and file an action in an appropriate international forum.

The Registry shall act in accordance with any binding notice of a relevant court order or arbitration award that shall be sent to Starting Dot’s point of contact: abuse.ski@startingdot.com.

Regardless of anything to the contrary stated in this Policy, the Registry:

- (i) reserves the right to put on hold any Domain Name pending final dispute resolution and/or to seek legal advice on the enforceability of any court order; and
- (ii) has the right to require that the serving party takes additional steps before the Registry shall comply with any award or order.

See the SDRP available on the Registry’s website, for full rules and procedures for the SDRP.

9. REPRESENTATIONS AND WARRANTIES



When submitting Sunrise applications and/or Limited Registration Period applications and/or domain name registration requests to the Registry, the Registry and the Accredited Registrars (which refers to the entities that are accredited by ICANN with the 2013 RAA and that have entered into agreement with the Registry for the provision of domain name registration services) will ensure that the applicant represents and warrants that:

- (i) The application is made in good faith, contains only true, accurate and up-to date information, and does not infringe the rights of any third-party; and
- (ii) The applicant accepts and shall abide with this Policy and any other applicable Registry rules, policies, or procedure in the Registry-Registrar Agreement (“RRA”).

The Registry may reject, revoke, or delete any application or resulting registration of a domain name at any time if it appears that the applicant did not fulfill all of the registration requirements at the time of the application.

In the event of rejection, revocation or deletion, the applicant (or any subsequent) domain name registrant shall not be entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

10. LEGAL DISCLAIMERS

10.1 No guarantee

The Registry provides no guarantees in relation to the Sunrise Period, the Limited Registration Period or the General Availability Registration Period. Acquisitions of domain names, shall be determined according to the registration period policies as specified in this Policy and on a first-come first-served basis during General Availability, assuming that the applicant meets all the requirements designated by the Registry. The first-come first-served system has many risks, and the Registry makes no guarantees or warranties as to whether any applicant will be successful in registering any domain name. Additionally, the Registry is not responsible for any failure on the part of the registrant to timely file required paperwork, documents or other materials that may be required by the Registry to successfully procure a domain name or any failures on the Registry’s part to timely pass on any communications or information requests between the registrant and the Accredited Registrar.

The registration services are offered as a courtesy and are offered “AS IS” with no guarantees or warranties whatsoever. Applicants for the Sunrise Period registration and the Limited Period registration, agree that they will not hold the Registry responsible for any failed attempt to obtain a domain name and that, except as otherwise expressly set forth herein, all fees charged in relation to the Registry Sunrise Period and Limited Registration services are non-refundable, regardless of the circumstance and regardless of the outcome.

10.2 Limitation of Liability



APPLICANTS PARTICIPATING IN ANY LAUNCH PERIOD AGREE THAT THE REGISTRY WILL NOT BE LIABLE:

- (i) TO ANY APPLICANT OR TO ANY THIRD PARTY FOR ANY (1) SUSPENSION OR LOSS OF DOMAIN NAME REGISTRATION SERVICES IN RELATION TO A DOMAIN NAME (S) REGISTERED IN YOUR NAME, (2) INTERRUPTION OF BUSINESS, (3) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE REGISTRY'S WEBSITES OR SERVICES MAINTAINED BY IT, (4) LOSS OR LIABILITY RESULTING FROM ANY NATURAL DISASTERS "FORCE MAJEURE", (5) NON-DELIVERY, WRONG DELIVERY, DESTRUCTION OR OTHER MODIFICATION OF DATA, (6) EVENTS OCCURRED THAT ARE BEYOND THE REGISTRY'S CONTROL, (7) PROCESSING OF A DOMAIN NAME REGISTRATION APPLICATION OR (8) WRONGFUL APPLICATION OF THE DISPUTE RESOLUTION POLICIES OR ANY ICANN OR REGISTRY POLICIES; AND

- (ii) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR THE COST OF PROCUREMENT OF ALTERNATIVE GOODS OR SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE IN QUESTION, AND IN NO EVENT GREATER THAN ONE HUNDRED THOUSAND EUROS (EUR 100.000) BECAUSE SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.