**.VEGAS REGISTRY POLICIES**

1. Definitions

2. General Registration Policy

3. Sunrise Registration Policy

4. Sunrise Dispute Resolution Policy

5. Landrush Registration Policy

6. Reserved and Premium Names Policy

7. General Availability Registration Policy

9. WHOIS Policy

9. Anti-Abuse/Acceptable Use Policy

10. Dispute Resolution Policy

11. Privacy Policy

**1. CERTAIN DEFINITIONS**

Where used in the .Vegas TLD ("TLD") policies relating to the launch or registration of domain names in the TLD, the following definitions shall apply. Said definitions must be read in conjunction with the general policies of Dot Vegas, Inc. ("Registry") relating to the launch and operation of the TLD, applicable Registrant Agreements, applicable ICANN policies and procedures, and applicable Registrar policies, as amended from time to time.

 1. 'ASCII' means the American standard code for information interchange.

 2. 'Applicant' means a natural person, company, or organization submitting a domain name application.

 3. 'Domain Name' means a domain name in and maintained by the Registry’s database consisting of at least the domain name character string and TLD together, separated by a dot (e.g., “yourdomain.vegas”).

 4. 'Domain Name Character String' means the characters to the left of the dot that precedes the TLD (e.g., in the domain name “yourdomain.vegas”, “yourdomain” is the character string).

 5. 'IDN' means Internationalized Domain Name and includes any Domain Name Character String which contains non-ASCII characters of any type.

 6. 'Registrar' means a Domain Name registrar sponsoring an applicant for a Domain Name Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

 7. 'Registry' means Dot Vegas, Inc., a Nevada corporation.

 8. 'Registry Website' means [www.nic.vegas](http://www.nic.vegas) or such other TLD-specific URL which the Registry may designate as its primary website for administering and managing the TLD.

 9. 'SMD File' is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-Sunrise eligible terms–typically a trademark–have been successfully validated and entered into the TMCH database.

 10. 'Sunrise Period' means the period designated by the Registry during which holders of SMD Files may submit Sunrise applications.

 11. 'Sunrise Application' means the non-transferrable, complete, technically correct request for a Domain Name registration submitted by a Registrar to the Registry during the Sunrise Period.

 12. 'Sunrise Registration' means a Domain Name registration resulting from an approved Sunrise application.

 13. 'TMCH' means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

 14. 'TMCH Guidelines' means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.

**2. GENERAL DOMAIN NAMES**

**REGISTRATION POLICY**

Except as expressly modified relative to Sunrise Registrations, Reserved and Premium Domain Names, and "Founder" or "Pioneer" Names, this General Domain Name Registration Policy (“Policy”) of Dot Vegas, Inc. (the “Registry”) is to be read together with all Registry Policies, the Registrant's Agreement, and applicable Registrar policies, as amended from time to time. Words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars, provided that under certain conditions relating to changes in registration or renewal pricing, Registry must provide one hundred eighty (180) days notice pursuant to the Registry-Registrar Agreement. Such changes will be available on the Registry website at <http://www.nic.vegas> or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the user will be bound by the then effective General Domain Names Registration Policy.

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. Registrant Qualifications.** Anyone, any where in the world, is qualified and eligible to register a .Vegas Domain Name. There are no nexus requirements associated with domain name registrations.

**2. Acceptable Domain Name Character Strings.** The Registry will not accept a domain name registration application unless the applied-for Domain Name meets the applicable requirements as defined in applicable RFCs for ASCII character strings, including the following technical and syntax requirements. The Domain Name Character String must:

 (a) consist only of ACSII characters, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

 (b) not begin or end with a hyphen, or include consecutive hyphens in the third and fourth positions of the Domain Name Character String;

 (c) not exceed 63 characters excluding the TLD extension; and

 (d) unless otherwise modified by the Registry in its sole discretion, contain at least three characters (but may not be Domain Name Character Strings required to be blocked or reserved pursuant to ICANN policies, the Registry Agreement with ICANN, or other contractual agreements of the Registry).

The Registry will not accept IDNs or Domain Name Character Strings containing non-ASCII characters until a future date designated by the Registry, in its sole discretion.

**3. Term.**  Domain names may be registered in increments of one (1) year each for a minimum of one (1) year and a maximum of ten (10) years.

**4. Renewal.** Domain Names may automatically renew at the end of their term (the expiration date) in accordance with the terms of the Registrant Agreement with the sponsoring Registrar. Renewal pricing to a Registrant is set by the sponsoring Registrar. The standard grace period fixed by ICANN policies shall apply to the renewal of Domain Names. Any Domain Name that is not renewed will be deemed expired and available for registration by any applicant thereof immediately after the expiration date.

**5. No Third-Level or Sub-Domains.** A Registrant of a Domain Name is not permitted or authorized to, and shall not offer, sell, license, sublicense to any third party whatsoever any third-level domain names (i.e. what.domainname.vegas) or other sub-domains associated with or derived from the registered Domain Name, or to use such third-level or other sub-domains except where such use is restricted solely for use by Registrant in conjunction with its operation of the Domain Name.

**6. Contact information.** Registrants must provide accurate contact information in accordance with ICANN requirements, as amended from time to time including but not limited to the following: Registrant address and contact information, names and contact information for administrative, technical, and billing contacts. All contact data, except for billing contact data, will be displayed in the WHOIS. The use of proxy registration data or proxy registration contacts is permitted consistent with applicable ICANN policy and the Registry's agreements with ICANN, registrars, and the Registry's WHOIS Policy set forth hereafter.

**7. Transfers.** Unless otherwise specifically modified or limited by the Registry in Agreements relating to domain name registrations allocated in the Sunrise Period, certain Premium Domain Names or domain names designated as "Founders" or "Pioneer" domain names, Registrants are allowed to transfer their second-level domains to the registrar of their choice. Registrants should contact their registrar of choice to learn about transfer procedures. Registrar-to-registrar transfers are not allowed in the sixty (60) days following the registration of a domain name, unless the Registry expressly waives said sixty (60) day period as allowed by ICANN policies. Except in the case of bulk transfers of domain names from the sponsoring registrar to a receiving registrar mandated by ICANN, a registrar-to-registrar transfer adds one year to the term of the domain name being transferred, with the one (1) year registration fee charged to the gaining registrar. Registrars may therefore charge the Registrant for the additional domain year. A bulk transfer mandated by ICANN shall not add an additional year to domain names subject thereto, and the gaining registrar shall not be entitled to charge Registrants thereof for an additional domain year.

**8. Grace periods.** In accordance with published ICANN rules and policies, as amended from time to time, certain grace periods exist to allow for the cancellation of transactions by Registrars within certain time periods. The Registry will adhere to such grace periods as ICANN may publish from time to time.

**9. Name server information.** To register a .Vegas Domain Name, the Registrant does not need to provide name server information. However, in order to appear in the zone file and resolve on the Internet, at least two (2) valid name servers must be associated with the Domain Name.

**10.** **Cancellations, suspension, transfers, and changes.** The Registry reserves the right, in its sole discretion, to deny, cancel or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the registry-registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably required to complete the verification.

**3. SUNRISE REGISTRATION POLICY**

Dot Vegas, Inc. (the "Registry") will offer a Sunrise Period as a rights protection mechanism for qualifying mark holders before registration is made available to the general public. This Sunrise Period is designated as an "End-Date" Sunrise structure. This Sunrise Registration Policy (the "Policy") must be read in conjunction with other Registry Policies, and is also incorporated by reference into the Registry-Registrar Agreement and Registrar-Registrant Agreements associated with Domain Names registered in the .Vegas TLD ("TLD") during the Sunrise Period.

**1. Sunrise Registration Period.** The Sunrise Period will commence at 12:00 hours U.S. Pacific Time, June 1, 2014 and terminate at 12:00 hours U.S. Pacific time, July 31, 2014. During the Sunrise Period, only those holders of SMD Files obtained through registration with the Trademark Clearing House will be authorized to submit Sunrise applications. Successful Sunrise registrations will be allocated in the TLD after the Sunrise Period concludes. All Sunrise Applications will be subject to the terms and conditions set forth herein, along with such other terms and conditions that may be found in applicable Registry policies, the Registry Agreement with ICANN, the Registry-Registrar Agreement with qualifying Registrars and the Registrant Agreement with registrants.

**2. Application Process Overview**. The following process applies to Sunrise applications:

 a. SMD Files submitted with Sunrise applications are validated by the Registry (or an agent designated by Registry to conduct validations of Sunrise applications). 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 Sunrise Registration eligibility criteria described herein and (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.

**3. Sunrise Application Fee and Domain Name Registration Fee Payments.**

 **a. Application Fee**. Each Sunrise application must be accompanied by a non-refundable Application fee fixed by the Registry and paid to the sponsoring Registrar for the applied-for Domain Name. Only those Sunrise applications which include payment of the Application fee will be accepted by the Registry.

 **b. Domain Name Registration Fee.** Successful Sunrise Applicants must pay the designated Domain Name Registration Fee before allocation of the applied-for Domain Name to the applicant. This Registration Fee is in addition to the Sunrise Application Fee. In this regard, the Registry has designated certain Domain Names as 'Premium' Domain Names and have priced those Domain Names accordingly. Designated Premium Domain Names may also be held by the Registry on its Reserved Domain Names List. All Domain Names that have NOT been designated as 'Premium' Domain Names or are not held on the Registry's Reserved Domain Names List are deemed non-premium or normal domain names. Sunrise applicants applying for a Domain Name that has been designated a 'Premium' Domain Name or which is being held on the Registry's Reserved Domains List must pay the Registration Fee for the applied-for Domain Name as may be fixed by the Registry.

 **c. Domain Name Renewals.** The renewal price for Domain Names registered during the Sunrise Period will be set by the applicable Registrar sponsoring the Domain Name at the time of renewal. Renewal grace periods are fixed by the Registrant Agreement as well as the Registry's standard General Domain Name Registration Policy which can be found at <http://www.nic.vegas> or such other URL as the Registry may designate for its Registry Policies.

**4. Auctions.** If more than one Applicant submits a valid Sunrise application for the same Domain Name, the Registry will notify the applicable Registrar(s) at the end of the Sunrise Period. The prevailing Applicant for the Domain Name will be determined at an auction hosted by an auction provider of the Registry's choice (“Auction Provider”). The auction process will be governed by the terms and conditions published by the Auction Provider and available on the Registry Website (“Auction Rules”). Registration Fees for 'Premium' Domain Names and Reserved Domain Names as set by the Registry shall be deemed the 'minimum bid' for Domain Names subject to auctions hereunder. Domain Names awarded to successful Sunrise applicants at auction will be allocated by the Registry, typically within seven (7) days of notification from the Auction Provider that the auction has concluded and the Registration Fees have been paid.

**5. Limitations on Transfer of 'Premium' Domain Names.** In accordance with the terms of the Sunrise Registration registrant agreement, Domain Names registered in the Sunrise Period which the Registry has deemed to be 'Premium' Domain Names or which may be on the Reserved Domain Names List at the time of registration may not be transferred by the Registrant to any party (including any natural person, company, organization, subsidiary or affiliate company of the Registrant) during the initial registration term except in those instances where such Domain Name(s) are included as part of a sale or acquisition of all or substantially all of the business or other operations of the Registrant. The Registry reserves the right to require the Registrant to produce such documentation of the sale or acquisition transaction which evidences compliance with this condition to transfer.

**6. Processing Sunrise Registrations.** The Registry will not process a Sunrise Application unless the Registry has: (a) validated the SMD File with the TMCH, and (b) received, or has, in its discretion, reasonable assurance of payment from the Registrar of all applicable fees, including the registration fee and the non-refundable, one-time Sunrise Application fee for the Sunrise Application.

**7. TMCH, SMD Files, and Domain Name Character String Requirements.** Sunrise Applications may only be submitted by a Registrar sponsoring the Sunrise applicant and must include an SMD File corresponding to the Domain Name Character String.

**8. Eligible Applicants.** Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as amended from time to time.

**9. SMD File Requirements.** The applicant must submit a valid SMD File along with its Sunrise application.

**10. Registration.** The Registry will create a Domain Name registration and allocate the Domain Name to the Applicant if:

 a. The Domain Name meets the requirements set forth in the TLD's General Domain Name Registration Policy;

 b. The Domain Name and the information contained in the Registrar’s request meet the requirements in the Registrar Terms and Conditions;

 c. The Domain Name is available;

 d. The applicant is eligible to register the applied-for Domain Name;

 e. The required Sunrise Application Fee and designated Registration Fee have been paid to the sponsoring Registrar; and

 f. The sponsoring Registrar is in good standing with the Registry.

**11. Sunrise Applicant Notification.** Notification to Sunrise applicants will be as follows:

 a. At the end of the Sunrise Period, the Registry will notify Registrars who sponsored a Sunrise application of applicable Sunrise Registration allocations.

 b. In the event two or more Sunrise applications are received for the same Domain Name, the Registry will notify the Registrar(s) who sponsored such Sunrise applications and advise them of the impending auction for the Domain Name.

 c. Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.

 d. At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise applications will receive a message informing which Sunrise application prevailed in the auction and was allocated the Domain Name and which application lost in the auction.

 e. The Registry will notify the TMCH of successful Sunrise applications once the corresponding Sunrise Registration has been made. The Registry may also publish all or any portion of a pending Sunrise Application online (e.g., via Whois).

**12. The Registry’s Rights regarding Sunrise Applications and Registrations:** The Registry reserves the right, in its sole discretion, to deny, cancel, modify or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, (viii) to require that any Sunrise applicant filing a dispute or other action contesting the Registry's Sunrise Registration or Sunrise Dispute Policy deposit with the Registry a minimum of $20,000 but not more than $50,000 to cover all costs incurred by the Registry in the event the Sunrise applicant is not successful in receiving a decision awarding the relief sought in such dispute or contest action; or (ix) as otherwise provided for by the applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (x) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (xi) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably required to complete the verification.

**4. SUNRISE DISPUTE RESOLUTION POLICY**

**1. Scope and Purpose.**

The Registry has developed and adopted this Sunrise Dispute Resolution Policy ("SDRP") which must be read in conjunction with the other Registry policies, and is also incorporated by reference into the Registry-Registrar Agreement and Registrar-Registrant Agreements associated with Domain Names registered in the .Vegas TLD ("TLD").

This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been improperly registered, or has been declined to be registered, in violation of the Registry’s SDRP criteria. This SDRP will not be applied to Domain Names designated as 'Premium' Domain Names or which are held on the Registry's Reserved Domain Names List. Registry has implemented an End-Date Sunrise meaning that applications for the registration of Domain Names will be accepted for a period of 60 days from the commencement date of the Sunrise Registration Period, but will not be registered to Applicants until said 60 day period has expired and verification procedures completed. Additionally, in the event more than one registration application is submitted for the same Domain Name, the conflict will be resolved through an auction process between the submitting Applicants as set forth hereafter.

Any challenges initiated under the SDRP must be initiated prior to the close of the Sunrise Registration Period.

**2. Definitions.** In this SDRP, the following words and phrases shall have the following meanings:

 a. Dot Vegas Website. www.nic.vegas/policies/sdrp or such other URL designated by the Registry as its primary registry website.

 b. Complainant. A person (legal or natural) who makes a complaint under the SDRP.

 c. Identical Match. The Domain Name label is an identical match to the trademark, meaning that the label consists of the complete and identical textual elements of the mark in accordance with section 4.2.1 of the TMCH Guidelines. In this regard:

 1. For a trademark exclusively consisting of letters, words, numerals and/or special characters: the recorded name of the mark is an identical match to the reported name as long as all characters are included in the trademark record provided to the TMCH and in the same order in which they appear on the trademark certificate.

 2. For marks that do not exclusively consist of letters, words, numerals, or special characters: the recorded name of the trademark is an identical match to the reported name as long as the name of the trademark includes letters, words, numerals, keyboard signs, and punctuation marks that are: (i) predominant, (ii) clearly separable or distinguishable from the device element, and (iii) all predominant characters are included in the trademark record submitted to the TMCH in the same order they appear in the mark.

 c. Panel or Panelist. The person or organization appointed by the Provider to provide a written decision in relation to the dispute arising under this SDRP.

 d. Provider. The dispute resolution provider appointed by the Registry as to administer resolution of disputes arising under this SDRP.

 e. Respondent. The applicant or registrant of the Domain Name(s) subject to a complaint under this SDRP.

 f. SMD File. A signed mark data file issued by the TMCH signifying that the TMCH has verified that the trademark contained in the SMD File meets the requirements for inclusion in the TMCH in accordance with TMCH Guidelines in force at the time when a complaint under this SDRP is filed.

 g. Sunrise Period. That period of time during which holders of SMD Files may submit domain name applications for a Domain Name before registration becomes available to the general public.

 h. TMCH. Trademark Clearinghouse (<http://www.trademark-clearinghouse.com>)

 i. TMCH Guidelines. Guidelines published by the TMCH for mark holders and agents to inform them about the eligibility requirements for inclusion of marks in the TMCH and Application in sunrise services.

**3. Relation to Other Dispute Resolution Policies.** Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using the dispute resolution procedures outlined in <http://trademark-clearinghouse.com/dispute> prior to the initiation of a complaint under the SDRP. In the event the TMCH issues a finding of a non-compliant SMD File, the Registry may disqualify the Sunrise application or, in the event that non-compliance is detected after the Sunrise period, delete the applicable domain name(s).

The SDRP is in addition and complimentary to ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS"), and any other applicable charter, nexus or eligibility dispute policies implemented by ICANN or the Registry. The SDRP shall not prevent any party from submitting a dispute concerning the Domain Name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during the pendency of a SDRP proceeding. The SDRP may be terminated (in the sole discretion of the Panel as to the competence of such jurisdiction) in deference to the outcome of such other proceeding.

**4. Applicable Disputes.** A registered Domain Name will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration was improper under the following criteria.

 a. Improper Sunrise Registration-Trademarks: A Complainant under this section shall be required to show by reasonable evidence that a registered Domain Name does not comply with the provisions of the Registry’s Sunrise Policies. The complaint must prove one or more of the following elements:

i. at time the challenged Domain Name was registered, 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. (Applicant Guidebook, 4 June 2012, Module 5, Page 8, Article 6.2.4). A dispute under this section also addresses the TLD criteria from the TMCH Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. This SDRP does not interact with (nor instruct) the TMCH and is limited to adjudicating disputes over the Registry’s registration and allocation of Domain Names during the Sunrise Period;

ii. the challenged Domain Name is not an Identical Match to the mark on which the registrant based its Sunrise registration. For the purposes of analysis of this element, neither the TLD itself, nor the “dot,” shall be considered; or

iii. 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. SDRP Effective Dates. Any SDRP claim brought under this Policy for Domain Names registered in the TLD shall be brought before the expiration of the Sunrise Period.

**5. Evidence and Defenses.**

 a. Evidence. Panelists will review the Registry’s Sunrise criteria or allocation requirements as well as the SMD File and other relevant evidence, which are required to be submitted with the complaint, as applicable, in making its decision.

 b. Defenses including Harmless error. A Respondent may produce evidence to show that, although the Sunrise registration was granted or based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the Sunrise registration was applied for and, thus, the registration would have been granted.

**6. Remedies.** The remedies available to a Complainant for a proceeding under this SDRP shall be limited to the cancellation of the registration and return of the cancelled Domain Name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the Domain Name, either as a regular or defensive/blocking registrant, such application may be made to the Registry, or registrar, as applicable.

In the event that one party to a Sunrise auction desires to bring a complaint under this SDRP against an opposing party to the same auction, the Registry will stop that auction process to allow resolution of a complaint under this Policy, if the Complainant notifies the Registry within the five (5) calendar days following the Registry’s notification of auction regarding the relevant Domain Name(s). Such notice must be in writing. The SDRP complaint shall be filed with the Provider within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the auction shall proceed as scheduled.

**7. Procedure.**

 a. Dispute Resolution Provider / Selection of Procedure. A Complaint under this SDRP shall be submitted to the Provider by submitting the complaint directly to the Provider. The Provider will administer the proceeding and select a qualified and eligible Panel. The Complainant and Respondent will be bound by the rules and procedures of the Provider setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP and the proceedings under this SDRP will be conducted accordance with this SDRP and the Providers rules and procedures.

 b. Registry’s or Registrar’s Involvement. Neither the Registry nor sponsoring registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the sponsoring registrar is or will be liable as a result of any decisions rendered by the Panelist. Any Sunrise registered Domain Names involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered Domain Name, against which a complaint has been filed, will be as shown in the registrar’s publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the Domain Name registration(s) in their Whois databases.

 c. Parties. The Respondent shall be promptly notified by the Provider of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered Domain Name shall not constitute an admission to any allegation of the complaint. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

 d. Decisions.

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether a registered Domain Name is to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Provider on its website.

 e. Implementation of a Lock and the Decision. If a Panelist’s decision requires a change to the status of a registered Domain Name, the Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered Domain Name. If such documentation is received, no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant’s lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered Domain Name. A Registry may, through its agreement with registrars, require the registrar to perform the lock and/or implementation steps.

 f. Representations and Warranties. Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed Domain Name.

**8. Maintaining the Status Quo.** During a proceeding under the SDRP, the registered Domain Name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

**9. Indemnification/Hold Harmless.** The parties shall hold the registrar, the Registry, the Provider, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Provider, or the Panelist as a party or otherwise include the registrar, the Registry, the Provider, or the Panelist in any judicial proceeding relating to the dispute or the administration of the Policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Provider, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Provider, the Panelist and their 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 SDRP or the corresponding rules of the Provider. The Complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered Domain Name(s).

**10. Effect of Other Proceedings.** The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered Domain Name to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

**11. SDRP Modifications.** Registry reserves the right to modify this SDRP at any time subject to the terms of its Agreement with the Provider. Such revised SDRP shall be posted on the Registry's Website at least thirty (30) calendar days before it becomes effective unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that Respondent objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that Respondent will not be entitled to a refund of any fees paid in connection with such registration.

**5. LANDRUSH POLICY**

The Registry has developed and adopted this Landrush Policy which is to be read together with the other Registry policies, and is also incorporated by reference into the Registry-Registrar Agreement and Registrant Agreements associated with Domain Names registered in the .Vegas TLD ("TLD"). All words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time and such modifications shall be effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the user will be bound by the then effective Landrush Policy.

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. Landrush Overview.** Landrush is a limited-time opportunity for those Domain Name applications who don’t qualify for Sunrise registration, but want to secure a valued .Vegas Domain Name, and avoid first come, first served general availability registration. Landrush is open to members of the general public and there are no qualification requirements needed to participate in this phase.

Landrush will run for approximately thirty (30) days beginning at 12:00 hours U.S. Pacific Time on August 15, 2014. During this limited period, anyone may apply for .Vegas Domain Names, as an expression of interest. This phase is designed to offer any potential registrant the opportunity to obtain a desired Domain Name. At the end of the Landrush period, those applied-for Domain Names with a single eligible Applicant will be automatically allocated to such sole Applicants. However, those Domain Names with more than one eligible Applicant will proceed to a closed auction between the competing Applicants.

**2. Scope and Eligibility.** An Applicant may submit applications in the form provided by qualified registrars for any available Domain Names, meaning names that have not been (a) blocked, reserved or restricted by the Registry, or (b) registered, awarded, or otherwise allocated prior to commencement of the Landrush Period. As part of the Landrush application, the Registry may request certain information about the Applicant, including without limitation, name and contact information and other Whois information required by the Registry's agreement with ICANN, the Registry-Registrar Agreement or the Registry's General Domain Name Registration policies.

In order to be eligible to register Domain Names during the Landrush Period, Applicants must identify the Domain Name applied for, submit a completed application, and remit the Landrush Application fee as more fully described below.

**3. Allocation.** The Landrush available Domain Names will be allocated under the following conditions:

 a. At the end of the Landrush Period, the Registry will approve the Landrush application for an available Domain Name submitted by an eligible Applicant where it is the sole application for the specified Domain Name;

 b. At the end of the Landrush period, if more than one Landrush application is received for the identical available Domain Name, the requests will be submitted to the Registry’s third party auction provider who will conduct an auction to determine which Applicant will be permitted to register the contested Domain Name. Domain Names awarded to eligible uncontested Applicants will be permitted to resolve following conclusion of the Landrush period, and concurrent with the launch of the general availability phase of the TLD launch. Domain Names awarded to the prevailing Applicant in a Landrush Auction will be permitted to resolve pursuant to the auction rules, as more fully described below;

 c. If the Domain Name Character String meets the requirements set forth in the Registry's General Domain Name Registration Policies;

 d. The Domain Name and the information contained in the Registrar’s request meet the requirements in the Registrar Terms and Conditions;

 e. The required Landrush application fee and Landrush Domain Registration Fee have been paid to the sponsoring Registrar; and

 f. The sponsoring Registrar is in good standing with the Registry.

**4. Fees.**  Fees that may be collected during the Landrush Period include:

 a. Landrush domain registration fee (except in the case of Landrush Auctions) – Varies per registrar

 b. Non-refundable application fee for each Domain Name applied for - $110

 c. In the case of a Landrush Auction, the winning auction bid amount

**5. Renewal Fees.** The renewal price for Domain Names registered during the Landrush Period will be set by the applicable Registrar sponsoring the Domain Name at the time of renewal. Renewal grace periods and other terms of renewal are fixed by the Registrant Agreement as well as the Registry's standard Domain Name Registration Policy which can be found at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate for its Registry Policies.

**6. Auctions.** If multiple Applicants apply to register an identical Domain Name during the Landrush Period, conflicting applications will be settled by an auction conducted by the Registry’s third party auction provider. Competing Applicants are not obliged to participate in an auction; instead, an Applicant may chose to withdraw its Landrush application. The final auction price must be paid to the Auction Provider prior to allocation of the Domain Name. For full auction rules see [www.namejet.com](http://www.namejet.com).

The outcome of any auction shall be deemed final and binding upon the parties. A party that either loses an auction or withdraws its Landrush application will not receive a refund of its Application fee which is non-refundable.

**7. Landrush Period Dispute Policy.** Registry will not participate in any way in any dispute between Landrush Period Applicants and any party other than the Auction Provider, and in that case solely regarding the use of the auction platform. All other disputes between Landrush Period Applicants and any other party shall be resolved between the applicable Applicant and such other party through any court, arbitration or other proceeding that may be available to those parties.

The Auction Provider provides an auction platform for registries to provide a mechanism through which competing applications for Domain Names may be resolved during the Landrush Period including through auctions. The Auction Provider has been appointed by the Registry and the Auction Provider's terms of service, which are herein incorporated into this Policy by reference, will govern and control over any dispute which may arise during any of the auction processes. The Auction terms and conditions are published by the Auction Provider and must be accepted before bidding can occur in any auction for any Domain Names.

**8. The Registry’s Rights regarding Landrush Applications and Registrations:** The Registry reserves the right, in its sole discretion, to deny, cancel, modify or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably required to complete the verification.

**6. RESERVED AND PREMIUM DOMAIN NAMES POLICY**

The Registry has developed and adopted this Reserved and Premium Name Policy which is to be read together with other Registry policies related both to the launch and ongoing administration and management of the .Vegas top-level domain ("TLD") and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them above or in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective Reserved and Premium Domain Names Policy will bind the user.

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. Reserved Domain Names.** A list of Reserved Domain Names has been created by the Registry and designated for Registry operations and use, including placement with one or more individuals, entities or organizations that are deemed 'founders' or 'pioneers' and other promotional activities conducted by the Registry. This list may also include certain Domain Names that are reserved and restricted from registration by the public to comply with ICANN policies and requirements. The Registry reserves the right to change, modify, delete or add Domain Names to the Reserved Domain Names List from time to time in the Registry's sole discretion and without prior notice.

**2. Premium Domain Names.** A list of Premium Domain Names has been created and reserved by the Registry due to their high worth and popularity. These names will be made available for registration at various times through participating Registrar channels, including through one or more premium names auctions, 'buy it now' offerings, and other distribution methodologies as the Registry may decide to pursue in its sole discretion. The Registry reserves the right to change, modify, delete or add Domain Names to the Premium Domain Names list from time to time in the Registry's sole discretion and without prior notice. Registrars may request the Reserved Domain Names list and Premium Domain Names list from their Registry account manager.

**3. Allocation.** Premium Domain Names will be allocated to Registrants under the following conditions:

 a. In the case of Premium Domain Names that are registered through an authorized auction provider for which the auction bid price has been paid by the Registrant in accordance with the rules of the sponsoring auction provider, such Domain Names will be permitted to resolve immediately if the general availability phase of the TLD launch has commenced, and if general availability registration has not commenced, then concurrent with the launch of that phase;

 b. In the case of Premium Domain Names that are registered through an authorized Registrar pursuant to 'buy it now' or other methodology for which the designated price has been paid by the Registrant in accordance with the rules of the sponsoring Registrar, such Domain Names will be permitted to resolve immediately if the general availability phase of the TLD launch has commenced, and if general availability registration has not commenced, then concurrent with the launch of that phase;

 c. The Premium Domain Name meets the requirements set forth in the Registry's General Domain Name Registration Policies;

 d. The Premium Domain Name and the information contained in the Registrar’s request meet the requirements in the Registrar Terms and Conditions; and

 e. The required Domain Registration Fee has been paid to the sponsoring Registrar; and

 f. The sponsoring Registrar is in good standing with the Registry and has appropriate access.

As used in this paragraph 3, the term allocated or allocation means that a registration for a Domain Name is created, registered to the Registrant and permitted to resolve in the .Vegas zone of the DNS.

**4. Fees.**  Fees that may be collected for Premium Domain Name registrations are:

 a. For Premium Domain Names auctions, the winning auction bid amount.

 b. For 'buy-it-now' and other registration methodologies authorized by the Registry, the price fixed by the sponsoring Registrar. This amount may vary in accordance with various factors, including relevant valuations determined by the Registrar in consultation with the Registry.

 c. For 'founders', ''pioneer' or Registry designated promotional registrations, the consideration agreed to between the Registry and the applicable Registrant.

**5. Renewal Fees.** The renewal price for Premium Domain Names will be set by the applicable Registrar sponsoring the Domain Name at the time of renewal. Renewal grace periods and other terms of renewal are fixed by the Registrant Agreement as well as the Registry's standard Domain Name Registration Policy which can be found at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate for its Registry Policies. For 'founders', ''pioneer' or Registry designated promotional registrations, the consideration agreed to between the Registry and the applicable Registrant as set forth in its Registrant Agreement.

**6. Use Requirements for "Founder" or "Pioneer" Domain Names**. In addition to and except as modified by the provisions of the Registrant Agreement executed with the applicable Registrant, Registrants of 'founder', 'pioneer' or other Domain Names registered in conjunction with promotional activities conducted by the Registry shall comply with the following minimum use and registration requirements:

a. Registrant will operate the Domain Name(s) only for lawful purposes and not in violation of published ICANN and Registry policies.

b. Except as required hereafter, Registrant will be solely responsible for and control all content, commerce, and use of the designated Domain Names. All cost associated with the development, maintenance and operation of the websites associated with the Domain Name(s) shall be borne by Registrant.

c. Registrant acknowledges and agrees that the Domain Names are intended to be 'founder', 'pioneer' or promotional domain names for the .Vegas TLD. As a result, during the term of registration of each Domain Name, Registrant will operate an active, functional website associated therewith capable of transacting commercial business, providing educational or similar information, or offering products and services for purchase or subscription by the end user thereof. 'Parked pages' or similar websites producing revenue primarily from CPC, CPM, CPA, or affiliate marketing activities shall not be deemed "active, functional websites capable of transacting commercial business, providing educational or similar information, or offering products and services for purchase or subscription by the end user thereof." Notwithstanding the foregoing, a compliant website associated with a Domain Name may be used to redirect end user traffic to one or more websites of Registrant designed to be the primary site or sites for the transaction of commercial business provided such primary site or sites shall be a website using a .Vegas URL. Registrant shall not redirect end user traffic or potential commercial transactions with end users accessing a registered reserved name to any website or domain address which does not use a .Vegas URL.

d. Registrant is not permitted or authorized to, and will not offer, sell, license, sublicense to any third party whatsoever any third-level domain names (i.e. what.domainname.vegas) or other sub-domains associated with or derived from the Domain Name(s), or to use such third-level or other sub-domains except where such use is restricted solely for internal use by Registrant in conjunction with its operation of the Domain Name(s).

e. Registrant will use commercially reasonable efforts to actively promote and market the website(s) associated with the Domain Name(s) to end users worldwide, using such means and methodologies as Registrant deems appropriate to establish and brand the website(s).

f. Registrant will not sell or otherwise transfer rights in or to the Domain Name(s) to any 3rd party or from registrar to registrar for the greater of (i) 12 months from the registration date, and (ii) the initial registration term.

**7. The Registry’s Rights regarding Premium Domain Name Applications and Registrations:** The Registry reserves the right, in its sole discretion, to deny, cancel, modify or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably required to complete the verification.

**7. GENERAL AVAILABILITY REGISTRATION POLICY**

This General Availability Registration Policy (“Policy”) of Dot Vegas, Inc. (the “Registry”) is to be read together with other Registry policies related both to the launch and ongoing administration and management of the .Vegas top-level domain ("TLD") and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them above or in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective General Availability Registration Policy will bind the user.

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. General Availability Overview.** After the close of the Landrush Period, the TLD will be open for registration of Domain Names through Registrars on a first-come, first-served basis, subject to the Registry Policies and ICANN requirements. All available Domain Names will be open for such registration. The general availability phase will not have an ending date.

**2. Scope and Eligibility.** An Applicant may submit applications in the form provided by qualified Registrars for any available Domain Names, meaning names that have not been (a) blocked, reserved or restricted by the Registry, or (b) registered, awarded, or otherwise allocated prior to commencement of the General Availability Phase.

**3. Registration.** The General Availability Phase available Domain Names will be registered by a sponsoring Registrar submitting an Applicant's application for an available Domain Name for registrations. The Registry will create (or modify as the case may be) a Domain Name registration if the following conditions are met:

 a. the Domain Name meets the requirements set forth in the Registry's General Domain Name Registration Policy;

 b. the Domain Name and the information contained in the Registrar’s request meet the requirements in the Registry-Registrar Agreement;

 c. the applied-for Domain Name is available for registration;

 d. the required Domain Registration Fees have been paid to the sponsoring Registrar; and

 f. the sponsoring Registrar is in good standing with the Registry.

**4. Fees.**  The only fee that may be collected during the General Availability Phase is the Domain Registration fee as fixed by the sponsoring Registrar.

**5. Renewal Fees.** The renewal price for Domain Names registered during General Availability will be set by the applicable Registrar sponsoring the Domain Name at the time of renewal. Renewal grace periods and other terms of renewal are fixed by the Registrant Agreement as well as the Registry's standard Domain Name Registration Policy which can be found at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate for its Registry Policies.

**6. General Availability Dispute Policy.** The Registry will not participate in any way in any dispute between Domain Name Applicants and any party. Rather, all other disputes between Applicants and any third party shall be resolved between the applicable Applicants and such other party through any court, arbitration or other proceeding that may be available to those parties. At such time as a Domain Name has been registered and allocated to a Registrant, the Registry's Dispute Resolution Policy will govern all disputes between the Applicant and third parties thereafter. Said Dispute Resolution Policy can be found at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate for its Registry Policies.

**7. The Registry’s Rights regarding General Availability Applications and Registrations:** The Registry reserves the right, in its sole discretion, to deny, cancel, modify or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably require to complete the verification.

**8. WHOIS POLICY**

The Registry has developed and adopted this WHOIS Policy which is to be read together with other Registry policies and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective WHOIS Policy will bind the user.

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**1. Thick WHOIS.** The Registry will include a thick WHOIS database both accessible on port 43 as well as on port 80 (http) as required in Specification 4 of the Registry's ICANN Registry Agreement (“Registry Agreement”).

The WHOIS service is a standard feature of domain name systems, and offers domain name and registrant data available for members of the public to view or use. WHOIS comprises the record associated with a specified domain name. The purpose of the WHOIS service is to allow users to query a domain name to find out the identity and/or contact details of the registrant.

**2. ICANN requirements.** The WHOIS data will be held by the Registry in accordance with its Registry Agreement. The Registry will also comply with all the security, WHOIS, and privacy requirements required by ICANN whether in the Consensus or Temporary Policies (as defined in the Registry Agreement) or elsewhere. Where there is a conflict in a Registrant's agreement with a registrar, or a registrar’s agreement with the Registry, and any ICANN requirement on data, WHOIS and privacy, whether or not in force at the date of the respective agreement, the relevant ICANN requirements will prevail.

**3. Safeguarding security and privacy.** Upon registration of a Domain Name and Registrant's execution of a Registrant Agreement, the Registry may collect and utilize information and other data required to operate the Domain Name system (“DNS”) or as otherwise required by ICANN. The Registry will take reasonable steps to maintain the security and privacy of information or data that it may collect in connection with the planned function and usage of Domain Names. The Registry will comply with all confidentiality and security regulations in its jurisdiction of residence. The Registry has further ensured that its suppliers will take all reasonable measures to maintain the security and privacy of information collected from the Registry.

The WHOIS policy requires certain personal details to be published in the public domain. A Registrant may utilize a proxy registration service to protect Registrant's privacy, or for any other legitimate purpose.

**4. Conditions for Registrars Offering Proxy Services.** In the event that registrars elect to offer proxy or privacy services, registrars must ensure that the actual WHOIS data is obtained from the Registrant and must maintain accurate records of such data.

**5. Law Enforcement:** Where a proxy or privacy service is used, registrars must provide law enforcement agencies ("Law Enforcement”) with the actual WHOIS data upon receipt of a verified request. Registrants should be aware that despite using a proxy registration service, actual WHOIS information would be provided to Law Enforcement upon request in order to establish liability for all actions in relation to a Domain Name. In addition, where a Domain Name is removed from the root zone, the Domain Name record may still appear in the WHOIS database so that the name and entities can be investigated by Law Enforcement should they elect to become involved.

**6. The Registry's efforts to promote WHOIS Accuracy.** The Registry or its outsourced service providers may occasionally review, at their discretion, a random sampling of domain names within the .Vegas TLD to test the accuracy and authenticity of the WHOIS information. The Registry may examine the WHOIS data for evidence of inaccurate or incomplete WHOIS information. If such errors or missing information exists, notice shall be forwarded to the relevant registrar, who shall be required to address these deficiencies with the relevant Registrants.

**7. Efforts to improve WHOIS Accuracy.** Registrants are required to provide accurate WHOIS contact details, and to keep those details current. Registrars are obliged to obtain accurate WHOIS information from all Registrants and to submit this data to the Registry for information for all Domain Names they sponsor. Pursuant to all ICANN and Registry policies, Registrants may access the WHOIS information at any time, and make amendments where errors exist or to maintain accuracy. Registrants must immediately update WHOIS information following any change in name, address, e-mail address, telephone, fax numbers or other required data. An omission or delay in amending such information or informing the Registry of such changes may result in locking or seizure of Registrant's Domain Name(s).

**8. Correcting errors.** Registrant's first point of contact for correcting any WHOIS error is the Registrar. The Registrar is obligated to accept written complaints from a Registrant or any third party regarding false and/or inaccurate WHOIS data, which the Registrar is required to investigate and correct in accordance with its guidelines. If Registrant feels that an issue has not been dealt with under the Registrar’s procedures, please read the Registry’s Acceptable Use and Takedown Policy. If Registrant feels that there has been an abuse, please submit a complaint directly to the Registry at abuse@nic.vegas or such other URL which the Registry designates for the posting of its Policies.

**9. ANTI-ABUSE/ACCEPTABLE USE POLICY**

The Registry has developed and adopted this Anti-Abuse/Acceptable Use Policy which is to be read together with other Registry policies and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective Anti-Abuse/Acceptable Use Policy will bind the user.

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**1. General Principles:** Abusive use(s) of domain names of the .Vegas TLD ("TLD") will not be tolerated. The nature of such abuses creates security and stability issues for the Registry, Registrars and Registrants, as well as for users of the Internet in general. The Registry defines abusive use as the wrong or excessive use of power, position or ability, and incudes without limitation the following:

 a. Illegal or fraudulent actions or activity;

 b. Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Websites and Internet forums. An example, for purposes of illustration, would be the use of email in denial-of-service attacks;

 c. Phishing: The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;

 d. Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;

 e. Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples included, without limitation, computer viruses, worms, keyloggers, and trojan horses;

 f. Fast flux hosting: Use of fast flux techniques to disguise the location of Websites or other Internet services or to avoid detection and mitigation efforts, or to host illegal activities. Fast flux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;

 g. Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies", or to direct denial-of-service attacks;

 h. Distribution of child pornography or obscene materials not protected by the U.S. Constitution or which is illegal in the country where Registrant resides; and

 i. Illegal access to other computers or networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also any activity that might be used as a precursor to an attempted system penetration (e.g. port scan, stealth scan, or other information gathering activity).

**2. Rights of the Registry:** In accordance with the provisions of the Registry-Registrar Agreement, the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on Registry lock, hold or similar status, that it deems necessary, in the Registry's sole discretion, to:

 a. Protect the integrity and stability of the Registry;

 b. Comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

 c. Avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;

 d. Comply with the terms of the Registrant Agreement; or

 e. Correct mistakes made by the Registry or any Registrar in connection with a domain name registration.

The Registry also reserves the right to place on Registry lock, hold or similar status a Domain Name during resolution of a dispute in accordance with the Registry's Dispute Resolution Policy. Abusive uses, as defined above, undertaken with respect to domain names within the TLD shall give rise to the Registry's right to take such actions under the Registry-Registrar Agreement as the Registry deems appropriate in its sole discretion. To report potential abuse to the Registry please email abuse@nic.vegas or such other email address as may be designated by the Registry to report abuse.

**10. DISPUTE RESOLUTION POLICY**

The Registry has developed and adopted this Dispute Resolution Policy which is to be read together with other Registry policies, Registry-Registrar Agreement, and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective Dispute Resolution Policy will bind the user.

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. Purpose.** Disputes related to a Registrant's Domain Name will be subject to and governed by ICANN's Uniform Rapid Suspension Policy ("URS") and/or Uniform Domain Name Dispute Resolution Policy ("UDRP), both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively. If the registration or reservation of Registrant's Domain Name is challenged by a third party, the Registrant will be subject to the provisions specified in the applicable URS and/or UDRP in effect at the time the Registrant's Domain Name registration is disputed by the third party, including all rules, processes and restrictions set forth therein. The supplemental rules of the selected administrative-dispute-resolution service provider's will also apply to any dispute proceeding. The Registry will comply with the decision rendered by the dispute resolution service provider in any such proceeding, unless a valid court order is presented which suspends or otherwise modifies said decision.

**2. Registrant's Representations.**  By applying to register a Domain Name, or by asking a Registrar to maintain or renew a Domain Name registration, the Registrant represents and warrants to the Registry and Registrar that (a) the statements that Registrant made in its Registrant Agreement are complete and accurate; (b) to Registrant's knowledge, the registration of the Domain Name will not infringe upon or otherwise violate the rights of any third party; (c) Registrant is not registering the Domain Name for an unlawful purpose; and (d) Registrant will not knowingly use the Domain Name in violation of any applicable laws or regulations. It is Registrant's responsibility to determine whether the Domain Name registration infringes or violates someone else's rights.

**3. Cancellations, transfers, and changes.** The Registry reserves the right, in its sole discretion, to deny, cancel or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of the Registry's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of the Registry only, for violations of the registry-registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by the Registry in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether directly, through a Registrar or otherwise; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably require to complete the verification.

**11. PRIVACY POLICY (Registrant and User Data)**

The Registry has developed and adopted this Privacy Policy which is to be read together with together with other Registry policies, Registry-Registrar Agreement, and the Registrant Agreement. All words and phrases used in this Policy shall have the same meaning attributed to them in the Registrant Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time effective upon thirty (30) days notice by the Registry to interested parties including sponsoring registrars. Such changes will be available on the Registry website at [http://www.nic.vegas](http://www.dotvegasinc.com) or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in this Policy. After the notice period expires, each time a user accesses or uses the Services, the then effective Privacy Policy will bind the user.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, THE READER EXPRESSLY AGREES TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF THE READER DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

**1. General Statement.** The Registry committed to protecting the privacy of Registrants and those making use of its Internet domain name registry services (the “Services”). Registry will handle personal data provided to it by Registrars and Registrants in accordance with this Privacy Policy.

**2. External Websites.** The Registry website and the Services may contain links to external websites. The Registry is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and the Registry does not accept any responsibility or liability for these policies. The reader should check these policies before submitting any personal data to their websites.

**3. Use of the Internet.** The transmission of information via the Internet is not completely secure. Further, communicating via the Internet and other electronic means necessarily involves personal information passing through or being handled by third parties such as Internet service providers. Although the Registry will do its best to protect personal data, the Registry cannot guarantee the security of the information transmitted and any transmission of information is at the user's own risk.

**4. Information Collected and WHOIS Service.** The Registry collects certain data from its contracted Registrars. Such data includes domain name registration information provided by Registrants to Registrars, including, but not limited to: registered domain name, name server delegation, Registrant name, administrative and technical contact names, address, phone number, email address, and IP address (“WHOIS Data”). While the Registry will comply with all requirements related to the accuracy of WHOIS Data under its Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN), the Registry cannot guarantee that all personal data received is accurate or up to date and will not, therefore, be responsible for any inaccuracies.

To support the security of the Internet and ensure continuity in service, the Registry is required to maintain a service that provides WHOIS Data (the “WHOIS Service”). The WHOIS Service is available to any Internet user, and its use does not require prior authorization or permission. More information on the Registry's WHOIS Service is available in the Acceptable Use Policy, the Anti-Abuse Policy and WHOIS Policy, all of which are available on the Registry website.

**5. Other Use of and Access to Personal Data.**  The Registry shall take all reasonable steps to protect personal data collected from loss, misuse, unauthorized disclosure, alteration, or destruction. Personal data supplied to the Registry will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of the Registry, except when the Registry has express permission or under special circumstances, such as when the Registry believes in good faith that disclosure is reasonably necessary to (i) comply with legal processes; (ii) enforce or comply with agreements between the Registry and ICANN; (iii) enforce or comply with agreements between the Registry and Registrars; (iv) comply with policies adopted from time to time by the Registry and posted under “Policies” on the Registry website; or (v) protect the rights, property, or personal safety of Registry, its contracted parties, customers, or the public.

The Registry may share zone file data (such as domain names and name servers) to third parties for lawful purposes. The Registry may also share personal data with vendors, escrow agents, consultants and other service providers (“Service Providers”) engaged by or working with the Registry and who need access to such information to carry out their work for the Registry. The Registry is not responsible for the actions of Service Providers or other third parties, nor is the Registry responsible for any additional information provided directly to these Service Providers or other third parties by Registrars or Registrants.

The Registry may from time to time use data submitted by Registrars for statistical analysis, provided that any such analysis will not disclose individual non-public personal data and such non-public personal data only is used for internal business purposes.

**6. Protection of Personal Data.** The Registry has endeavored to put into place and maintain reasonable security measures in an effort to protect the security of non-public personal information while it is under the Registry’s control. Please be aware, however, that despite the Registry’s best efforts, no security measures are perfect or impenetrable.

**7. Transfer of Ownership.** The Registry reserves the right to transfer ownership of the Registry, its subsidiaries, or the Services (including the personal data collected by the Registry) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the Registry's assets, or a subsidiary or line of business associated with the Registry. Such a transaction may involve the disclosure of personal data to prospective or actual purchasers, or the receipt of it from sellers.

**8. User Contact – Opt-out.** From time to time, the Registry may notify Registrars and Registrants (“Users”) of new products, announcements, upgrades and updates. Users may opt-out of these promotional mailings by sending an email with their name to: compliance@nic.vegas or by contacting us at 6325 S. Jones Blvd., Suite 500, Las Vegas, NV 89118. The Registry reserves the right to send Users email related to business practices and systems operations, such as outage notifications and quota warnings, even if the User has opted out of promotional mailings.

**9. Governing Law.**  This Privacy Policy and all issues regarding this website are governed by the laws of the State of Nevada and are subject to the exclusive jurisdiction of the courts located in Clark County, Nevada.

**10. Contacting the Registry:**  Questions about this Policy or the Registry’s practices relating to the Services, should be directed to the following address: compliance@nic.vegas or such other email address as the Registry may direct in the future.