

Sunrise Dispute Resolution Policy

11 July 2014

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Australia



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A Bombora Technologies Company

Sunrise Dispute Resolution Policy

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Classification

Public

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1 Definitions

In this policy:

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

Applicant means a natural person, company or organisation in whose name an Application is submitted.

Application means the complete and technically correct request for a domain name, which complies with the Launch Policy and any other policy issued by us, or ICANN.

Challenge means a dispute related to an Application submitted during the Sunrise Period or a Sunrise Registration, brought about on the grounds for dispute described in this policy, **Challenged** shall have a corresponding meaning.

Complainant means a third party seeking to challenge an Application submitted during the Sunrise Period or a Sunrise Registration on the grounds described in this policy.

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

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

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

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

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

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

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

SMD File means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

Sunrise Period means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the General Registration.

Sunrise Registration means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

Sunrise-Eligible Rights Holders means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in our Launch Policy.

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

We, us and **our** means AusRegistry International ACN 103 729 620 as the designated representative of The State of Victoria through the Department of State Development, Business and Innovation, or our designated representatives.

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

2 About this document

This document describes our Sunrise Dispute Resolution Policy.

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3 Purpose

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

4 Policy statement

Background and objectives

We have developed a Sunrise Policy that meets the requirements of ICANN in relation to the implementation of certain Rights Protection Mechanisms for the TLD. Our Launch Policy can be found in the policy section of our website at the following link: <http://nic.melbourne/>

In addition to the Launch Policy, ICANN's requirements also prescribe the implementation of a mechanism to address Challenges to Applications submitted during the Sunrise Period and Sunrise Registrations.

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

Application of this policy

This policy applies to Applications submitted during the Sunrise Period and Sunrise Registrations, and comes into effect upon the conclusion of the Sunrise Period.

Grounds for challenge

This policy covers Challenges regarding Applications submitted during the Sunrise Period and Sunrise Registrations on the following grounds:

Ground 1	At the time the Challenged domain name was Allocated, the Registrant did not hold a trademark registration of national effect (or regional effect), or the trademark had not been court-validated or protected by statute or treaty.
Ground 2	The domain name is not identical to the mark on which the Registrant based its Sunrise Registration.
Ground 3	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.
Ground 4	The trademark registration on which the domain name Registrant based its Sunrise Registration did not issue on or before the ICANN Registry Agreement Date; and was not applied for on or before the TLD Reveal Date.
Ground 5	Where the Application is referred to the auction provider, the auction was not executed in accordance with the auction rules.

A Challenge brought on these grounds will be subject to this policy, each of which are described further in this document.

Challenges related to grounds 1, 2, 3 and 4

Procedure

All Challenges on Grounds 1, 2, 3 and 4 must be submitted to our Sunrise Dispute Resolution Policy service provider, the National Arbitration Forum (the **Forum**).

All such Challenges must be submitted in accordance with the Forum's Sunrise Dispute Resolution Policy and Rules which may be found at the following link: <http://www.domains.adrforum.com/>

Examination of the challenge

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

The remedies available to a Complainant are limited to those described in the Forum's Sunrise Dispute Resolution Policy.

Our involvement

We will not participate in the administration or conduct of any proceedings under the Forum's Sunrise Dispute Resolution Policy.

We will comply in a timely manner with all requests made by the Forum, including the implementation of determinations, as required under the Forum's Sunrise Dispute Resolution Policy and Rules.

Challenges related to ground 5

Procedure

All Challenges on ground 5 must be submitted as described in the auction rules.

All such Challenges must be submitted in accordance with the Auction Dispute Resolution Policy which may be found at the following link: <http://auction.melbourne/>

Examination of the challenge

All Challenges on these grounds will be handled, and determinations made, in accordance with the Auction Dispute Resolution Policy.

The remedies available to a Complainant are limited to those described in the Auction Dispute Resolution Policy.

Our involvement

We will not participate in the administration or conduct of any proceedings under the Auction Dispute Resolution Policy.

We will comply in a timely manner with all requests made by the auction provider, including the implementation of determinations, as required under the Auction Dispute Resolution Policy.

Multiple challenges

Where more than one Challenge is received in relation to the same domain name, each Challenge will be addressed in the order in which it was received.

A Challenge may not relate to more than one domain name.

Language

The language of all submissions and proceedings under this policy will be English.

Supporting evidence may be provided in its original language, provided such information is accompanied by a certified English translation of all relevant text.

Indemnification

The Registrar of the Sunrise Registration, Respondent and the Complainant will indemnify, defend and hold harmless us and our respective employees, contractors, agents and service providers, against any claim brought or filed by a third party against us, in relation to the operation of this policy including any decision of the Forum or the auction provider.

Neither party may name us, the Forum or the auction provider as a party, or otherwise include us, the Forum or the auction provider, in any judicial proceeding relating to the dispute or the administration of this policy.

Neither we nor our respective employees, contractors, agents and service providers, shall be liable to a party for any act or omission in connection with any administrative proceeding under this policy.

The Complainant shall be directly and solely liable to the Registrant in the event that it prevails in circumstances where the Registrant is lawfully entitled to registration and use of the registered domain name in the TLD.

5 Definition and review

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

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Definitions

We, us and our means any or all of the Bombora Technologies Pty Ltd group of companies, their related entities and their respective officers, employees, contractors or sub-contractors.

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