

.餐厅 Sunrise Registration Policy

General

This .餐厅 Sunrise Registration Policy is incorporated by reference into the registration agreements between registrars and registrants.

Unless otherwise defined herein, capitalized terms used in this document have the meanings given to them in the ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements available at <https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en>.

Start-Date Sunrise

Dot Trademark TLD Holding Company Limited (the "Registry Operator") will offer a Start-Date Sunrise for thirty (30) calendar days ("Sunrise Period"), followed by a quiet period prior to the start of General Registration:

- ◆ 12 March 2018 00:00 (UTC+8) – 11 April 2018 23:59 (UTC+8) is the sunrise registration period.
- ◆ 12 April 2018 00:00 (UTC+8) – 16 April 2018 23:59 (UTC+8) is the quiet period.

During the Sunrise Period, holders of eligible trademarks that have been validated by the Trademark Clearinghouse may apply to register domain names in the TLD.

Registration Requirements

Privacy or proxy services may not be used in connection with applications submitted during the Sunrise Period. In addition, an application for a Sunrise Registration must meet the following criteria (a "Valid Sunrise Application"):

- a) A valid SMD file from the Sunrise-Eligible Rights Holder (or its agent) matching the applied-for domain name was provided and the validation procedures described in the Functional Specifications were performed; and
- b) It complies with all applicable Registry Policies at <http://dotcanting.com/site/policy>.

Allocation

All applications received during the Sunrise Period will be time-stamped as they are received in the registry system.

After the Sunrise Period ends, the applied-for domain name will be allocated to the applicant of a Valid Sunrise Application and if two or more Valid Sunrise Applications are received, it will be allocated on a first-come, first-served basis.

Representations and Warranties

By making a Sunrise Registration application, the applicant:

- a) Agrees to be bound by this Sunrise Policy, all other Registry Policies and ICANN requirements set out in the Registry Agreement, including all ICANN Consensus Policies and Temporary Policies <https://www.icann.org/resources/pages/consensus-policies-2012-02-25-en>;
- b) Represents and warrants that it is a Sunrise-Eligible Rights Holder or its duly authorized agent;
- c) Agrees to submit to any challenges filed in accordance with Registry Operator's 餐厅 Sunrise Dispute Resolution Policy ("SDRP"); and
- d) Acknowledges, agrees, and accepts sole and direct liability for damages suffered by any third party injured as a consequence of an application and/or the Sunrise Registration under this Sunrise Policy, and agrees to indemnify and hold Registry Operator and its employees, directors, officers, representatives, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

Sunrise Dispute Resolution

Challenges to Sunrise Registrations on the following grounds may be filed with the Asian Domain Name Dispute Resolution Centre ("ADNDRC"):

- a. At the 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;
- b. The domain name is not identical to the mark on which the registrant based its Sunrise Registration; or
- c. 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.