Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement for the Amazon Registry Services, Inc. top-level domain .SPOT (the "TLD"). This SDRP is effective as of January 10, 2025. An SDRP complaint may be filed against a domain name registered during the sunrise period for the TLD, until thirty (30) days after the close of that sunrise period.

1. Purpose

Domain names in the TLD can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD.

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration, or denial of a Sunrise registration, was improper under one or more of the following criteria.

a. Improper Sunrise Registration-Trademarks[1]

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's Sunrise Program. The complaint must prove one or more of the following elements:

i. 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;
ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration;[2]
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; or
iv. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.6 and Article 2.3.1.4. The FORUM's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

b. Improper Sunrise Registration-Eligibility and Allocation[3]

The Registry's additional Sunrise or registration eligibility or allocation criteria (called "Sunrise Criteria"[4]) were not met by the Sunrise registrant at the time of the Sunrise registration. The Complainant shall submit a copy of the Registry's sunrise registration policy with a complaint based on this SDRP para. 2(b); the sunrise registration policy shall provide the basis for a remedy for the complaint elements (i)-(iv) below (Registry Operator must have expressly declared the following to be part of its Sunrise Criteria). The Complainant may show by the submission of reasonable evidence:

i. Trademark-related restrictions were not met, were falsified, or were in error at the time of the sunrise domain name registration (such as classes of goods or jurisdiction);[5] or
ii. Additional Registry-specific restrictions were not met (such as nexus or local presence), were falsified, or were in error at the time of the sunrise domain name registration;[6] or
iii. The information in the Signed Mark Data (SMD) file for the sunrise registration did or does not match the Whois record for the domain name;[7] or
iv. The date restriction for the registration, validation, or statutory protection of a mark relied upon for the sunrise domain name registration was not met, was falsified or was in error.[8]

c. Improper Denial of Sunrise Registration

A complaint under this section shall be required to show that the Registry failed to register a domain name that was applied for in compliance with the Sunrise Criteria and/or Allocation Criteria required for the Registry's Sunrise Program.

d. SDRP Effective Dates

Any SDRP claim brought under this Policy for domain names registered in the TLD shall be brought within thirty (30) days of the close of the sunrise period for the TLD.

3. Evidence and Defenses

a. Evidence

Panelists will review the Registry's Sunrise Criteria, which are required to be submitted with the complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents

[3] A dispute under this section addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.1.
[4] "Sunrise Criteria" are defined in ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.
[5] Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.1.1.
[6] Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.1.2.
[7] Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.1.3.
[8] Trademark Clearinghouse Rights Protection Mechanism Requirements [Published 14 May 2014], Article 2.3.1.4.

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.

4. Remedies

The remedies available to a complainant for a proceeding under this SDRP shall be limited to:

a. Improper Sunrise Registration

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a complaint filed under SDRP 2(a) or SDRP 2(b) shall be 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, such application may be made to the Registry, or registrar, as applicable.

b. Improper Denial of Sunrise Registration

The remedies for a complaint filed under SDRP 2(c) shall be limited to setting aside the denial of the sunrise registration, if the domain name has not already been registered by another trademark holder during the sunrise period or a third party during a subsequent period. The Registry shall not be liable in the event the domain has already been so registered. If the Complainant wishes to re-apply to register the domain name, such application may be made to the Registry, or registrar, as applicable.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A complaint under this SDRP shall be submitted to the FORUM ("FORUM") by submitting the complaint directly to the FORUM. The FORUM will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The FORUM has established Rules for FORUM's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the FORUM.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[9] In the case of a claim under SDRP 2(c), the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached, provided that it has not

[9] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

already been registered by a third party before the registry received notice of the SDRP proceeding from FORUM. The contact details of the holder of a registered domain name in the TLD, 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 registrant of a registered domain name in the TLD shall be promptly notified by the FORUM 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 FORUM 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 in the TLD is to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the FORUM 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[10] 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 FORUM) 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 the 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.

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, shall remain subject to all

[10] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

representations and warranties made in the course of registration of a disputed domain name.

6. Maintaining the Status Quo

During a proceeding under the SDRP relating to alleged Improper Sunrise Registration, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the FORUM, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the FORUM, or the Panelist as a party or otherwise include the registrar, the Registry, the FORUM, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the FORUM, 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, the FORUM, the Panelist nor 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. 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) in the TLD.

8. Relation to Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS"), and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD 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.

10. SDRP Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its MoU with FORUM. Such revised SDRP shall be posted on the FORUM Website at least thirty (30) calendar days before it becomes effective;[11] 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

[11] The FORUM may correct typographical errors without notice.

the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.