



nominet[®]

.UK Short Domains Release
Sunrise Process and Registration Rules



Version 2

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1 Introduction

This Short Domains Release Plan (the “Plan”) intends to provide for the allocation of certain short Domain Names in a fair and orderly manner. These domains are being made available for the first time following the removal of most restrictions in our Rules of Registration and Use of .uk Domain Names: <http://www.nominet.org.uk/registrants/aboutdomainnames/rules/>. Phased priority registration to certain prior rights holders has been included as a part of the removal of the restrictions on registration of these domains. This Plan has been prepared following recommendations made by Nominet’s Policy Advisory Body and extensive public consultation.

This document sets forth the Rules governing the Plan. These Rules, and the Guidance Notes, as amended from time to time, constitute complete rules, regulations,

processes and protocols adopted by Nominet and shall be the only authoritative source for determining whether or not a particular Domain Name was applied for or allocated during the course of the Plan. Further, these Rules, as amended from time to time, constitute the contractual terms as between the Applicant and Nominet on the basis of which Nominet agrees to accept the Applicant’s Application(s) and to instruct the Validation Agent to conduct the validation process in respect of Applications made in the Registered Rights Sunrise and the Unregistered Rights Sunrise. In the event of any conflict between these Rules and the Guidance Notes, these Rules shall have priority.

The following table provides a summary of the four Phases of the Plan.

Phase 1: Registered Rights Sunrise	Period during which holders of eligible registered trade marks can apply for their corresponding Domain Names.
Phase 2: Unregistered Rights Sunrise	Period during which holders of registered and unregistered trade marks can apply for their corresponding Domain Name(s) insofar as they have not been registered at an earlier stage.
Phase 3: Landrush	Period during which interested parties can seek to register Domain Names not previously registered through the Registered Rights Sunrise or the Unregistered Rights Sunrise.
Phase 4: General Availability	As from the start of this phase, Domain Names that have not been previously registered through the Registered Rights Sunrise, Unregistered Rights Sunrise or the Landrush will be available for registration on a first-come, first-served basis.

2 Overview

Section 3 provides an overview of important general provisions, including information about the Application submission process and the responsibilities of Registrars, among other things.

Sections 4, 5 and 6 contain details on the rules, processes and protocols for the Registered Rights Sunrise, Unregistered Rights Sunrise and Landrush respectively.

Section 7 describes the basic rules, processes and protocols in relation to multiple Applications for the same Domain

Name during Registered Rights Sunrise, Unregistered Rights Sunrise and Landrush respectively.

Section 8 describes the basic rules, processes and protocols in relation to General Availability.

Finally, section 9 contains miscellaneous obligations, liabilities and other terms and conditions related to and governing the various aspects of the Plan.

2.1 Definitions

Applicant	means a natural person, company or organisation in whose name an Application is submitted to Nominet by a Registrar
Application	means a complete, technically correct request for a Domain Name Registration made with Nominet, which complies with all the respective requirements provided for in these Rules, and in particular the specific provisions that apply during the respective phase of the Plan within which such a request is made, including any evidence submitted to the Validation Agent in relation to an Eligible Trade Mark or Eligible Rights
Application Data	means the information and data contained within an Application
Auction	means the auction to be conducted by the Auction Provider in the event that there is more than one Validated Application for a single Domain Name in the Registered Rights Sunrise or the Unregistered Rights Sunrise or more than one Application for a single Domain Name in the Landrush Phase
Auction Provider	means [to be confirmed by Nominet]
Auction Rules	means the terms and conditions published by the Auction Provider
Documentary Evidence	means the documentation to be provided by (or on behalf of) the Applicant to the Validation Agent, in accordance with these Rules
Domain Name	means one of the reserved domain names, as set out in the list provided on Nominet's website
Domain Name Holder	means the person or entity in whose name a Domain Name has been registered
Domain Name Registration	means the registration of a Domain Name in the name of an Applicant
Eligible Trade Mark	means a registered trade mark that meets the requirements laid down in section 4.2
Eligible Rights	means registered or unregistered rights in a mark that meet the requirements laid down in section 5.2
Guidance Notes	means the web pages and advice made available on Nominet's website
Landrush	means the process described in section 6
Phase	means one of the Registered Rights Sunrise phase, Unregistered Rights Sunrise phase, Landrush phase or General Availability
Registered Rights Sunrise	means the process described in section 4
Registrar	means a Nominet registrar
Registration Fee	means the fee charged by Nominet to the Registrar for the registration of a Domain Name
Rules	means this document, including the annexes and any and all interpretative guidelines published by Nominet in relation hereto, as may be amended from time to time at Nominet's sole discretion
Sunrise Period	means either the Registered Rights Sunrise or the Unregistered Rights Sunrise
Sunrise Validation Fee	means the amount payable by the Applicant to cover the fee payable by Nominet to the Validation Agent in respect of the validation of the Applicant's registered or unregistered trade mark rights in support of its Application (including Application Data and Documentary Evidence) during a Sunrise Period as set out in the attached fee schedule
Unregistered Rights Sunrise	means the process described in section 5
Validation Agent	means [to be confirmed by Nominet]
Validated Application	means an Application which the Validation Agent has determined in its absolute discretion fulfils the criteria to take part in a Sunrise Period

3 General Provisions

3.1 Scope of the Rules

These Rules describe, among other items:

- 3.1.1 The terms under which Applications can be submitted to Nominet during the various Phases;
- 3.1.2 The way in which such Applications will be processed and, insofar as these Applications are submitted during a Sunrise Period, assessed for validity by the Validation Agent;
- 3.1.3 The technical and administrative measures that Nominet will use to ensure proper, fair and transparent administration of the Plan and set out the basic rules and procedures applicable to:
 - 3.1.3.1 Applicants;
 - 3.1.3.2 Nominet;
 - 3.1.3.3 Registrars;
 - 3.1.3.4 The Validation Agent;
 - 3.1.3.5 Any person or entity interested in obtaining a Domain Name.

The provisions of this section apply to all Applications. By submitting an Application, the Applicant agrees to comply with and be bound by these Rules, and accepts and acknowledges that any failure to comply with these Rules may result in their Application being rejected or their Domain Name Registration being cancelled. In the event of rejection of the Application or cancellation of the Domain Name Registration in these circumstances, none of the fees paid by the Applicant in connection with their Application will be refunded, including the Sunrise Validation Fee(s), the Registration Fee, the fee charged by the Auction Provider and/or the successful bid in the Auction.

3.2 General Description of the Plan

In order to ensure proper, fair, technically sound administration of the Plan, Nominet has put in place the processes and procedures described in these Rules, which will apply to Applications and/or Domain Name Registrations effected within the following timeframes:

Phase	Timeframe	Description	Applicable Provisions
Registered Rights Sunrise	1 December 2010 to 17 January 2011	Period during which holders of Eligible Trade Marks will have the opportunity to register one or more Domain Name which are identical to their Eligible Trade Mark. If more than one Application is validated for the same Domain Name during this Phase, such Domain Name will be registered following the outcome of an Auction (as described in section 7).	Definitions Sections 4, 7, 9
Unregistered Rights Sunrise	To be advised following completion of the Registered Rights Sunrise	Period during which holders of Eligible Rights will have the opportunity to register one or more Domain Name which is the same as their mark in respect of which they have an Eligible Right, where the Domain Name was not registered during the Registered Rights Sunrise. If more than one Application is validated during this Phase for the same Domain Name, such Domain Name will be registered following the outcome of an Auction (as described in section 7).	Definitions Sections 5, 7, 9
Landrush	To be advised following completion of the Unregistered Rights Sunrise	Period during which interested parties shall have the opportunity to submit Applications for Domain Names that were not previously registered during a Sunrise Period. If more than one Applicant has submitted an Application during this Phase for the same Domain Name, such Domain Name will be registered following the outcome of an Auction (as described in section 7).	Definitions Sections 6, 7, 9
General Availability	To be advised following completion of the Landrush phase	Date as of which any party may obtain a Domain Name Registration for any Domain Name that is still available, on a first-come, first-served basis – the normal rules and principles of registration of .uk domain names will apply from this point onwards.	Definitions Sections 8, 9

Nominet may change the above dates and timeframes at its sole discretion, and publish such changes on its website.

3.3 Applying for and Registering Domain Names

- 3.3.1 Domain Names can only be applied for or registered with Nominet through a Registrar, acting on behalf of the Applicant or on its own behalf (where the Registrar is eligible to take part in the relevant Phase).
- 3.3.2 Nominet will only process an Application insofar and to the extent that:
 - 3.3.2.1 The information contained in the Application meets the requirements laid down in these Rules; and
 - 3.3.2.2 The Domain Name applied for is available.
- 3.3.3 Nominet will only register a Domain Name in the name of an Applicant where it is satisfied that:
 - 3.3.3.1 The Applicant is eligible to take part in the relevant Phase;
 - 3.3.3.2 The Applicant is the sole remaining Applicant for that particular Domain Name, either because there have been no other Validated Applications filed for that Domain Name, or because the Applicant made the winning bid in the Auction held for the Domain Name; and
 - 3.3.3.3 The Applicant has indicated that it accepts Nominet's standard terms and conditions of Domain Name registration.
- 3.3.4 Nominet, its directors, employees, contractors and agents (including the Validation Agent and the Auction Provider) are not a party to the agreement between a Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.
- 3.3.5 Applications are non-transferable.

3.4 Applicant Warranties

By submitting an Application to Nominet, and by effecting a Domain Name Registration, the Applicant and the Registrar submitting the Application represent and warrant that:

- 3.4.1 The information provided in the Application (including the Documentary Evidence, where applicable) is true, accurate and up-to-date and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- 3.4.2 It shall participate in good faith in the Plan;
- 3.4.3 The Applicant will co-operate with Nominet and the Validation Agent and in particular (but without prejudice to the generality of the foregoing words) shall respond promptly and accurately to any requests for further information or clarification that the Validation Agent and/or Nominet may make; and
- 3.4.4 The Applicant accepts and will abide by these Rules and any other applicable Nominet rules, protocols, policies or procedures, including, but not limited to Nominet's standard terms and conditions of Domain Name registration.

3.5 Sunrise WHOIS

For the duration of the Plan, Nominet will maintain a publicly searchable database of Applications for Domain Names on its website (the "Sunrise WHOIS"). The Sunrise WHOIS will be searchable by Domain Name and will display all the information submitted by Applicants in relation to a Domain Name including all information and Documentary Evidence submitted to the Validation Agent.

By submitting an Application, Applicants agree for the above information to be displayed publicly in the Sunrise WHOIS.

Applicants should note that if they are successful in securing the registration of a Domain Name in their name, their details will be displayed publicly as part of Nominet's general WHOIS system.

3.6 Nominet's Right to Accept and Reject an Application or Accept, Revoke or Cancel a Domain Name Registration

Applicants, Registrars submitting Applications and Domain Name Holders expressly acknowledge and accept that Nominet shall be entitled (but not obliged) to reject an Application or to delete, revoke, cancel or transfer a Domain Name Registration:

- 3.6.1 That does not contain complete and accurate information as described in these Rules, or is not in compliance with any other provision of these Rules; or
- 3.6.2 That, in the Registered Rights Sunrise or the Unregistered Rights Sunrise, does not in Nominet's sole discretion satisfy the criteria for validation set out in these Rules; or
- 3.6.3 To protect the integrity and stability of Nominet's systems; or
- 3.6.4 In order to comply with any laws or regulations of England and Wales, or any decisions of any other court of competent jurisdiction; or
- 3.6.5 To avoid liability on behalf of Nominet including its affiliates, directors, officers, employees, subcontractors and/or the Validation Agent and Auction Provider and their respective affiliates, directors, officers, employees and/ or subcontractors.

3.7 Payment to Nominet

Nominet is not obliged to complete a Domain Name Registration until it has received:

- 3.7.1 The Domain Name registration fee of £5 plus VAT from the relevant Registrar;
- 3.7.2 The appropriate Sunrise Validation Fee settling Nominet's fee to the Validation Agent; and
- 3.7.3 If applicable, the proceeds of the Auction held in relation to the Domain Name in question.

3.8 Domain Names Unavailable for Registration

Only the Domain Names listed will be available for registration as part of the Plan. Certain domain names, which are otherwise of the same type as the Domain Names, will not be available for registration during the Plan.

This will in particular be the case for the following domain names:

- Historical domain name registrations which were registered before Nominet operated the .uk registry; or
- Domain names where the third-level domain is the same as an existing .uk second-level domain (e.g. co.ac.uk or gov.org.uk); or
- Domain names where the third-level domain is "uk" or "com" (e.g. uk.net.uk or com.me.uk).

In addition, the Domain Names which are available in any particular Phase will depend on which Domain Names were registered in a preceding Phase. For example, Domain Names registered during the Registered Rights Sunrise will not be available in the Unregistered Rights Sunrise, Landrush or General Availability Phases. Applicants are recommended to verify on a regular basis whether or not the Domain Names for which they wish to submit an Application are still available on the Sunrise WHOIS database. If an Application is made and a Sunrise Validation Fee paid in respect of a domain name that is unavailable, no refund of any fees paid by the Applicant in respect of such Application (including without limitation the Sunrise Validation Fee) will be made.

3.9 Term of Registration

Domain Names will be available for registration for a two year term, as is standard for all .uk Domain Names administered by Nominet.

3.10 Domain Name Allocation Mechanisms

Generally speaking (i.e. outside of the Plan), Nominet registers domain names on a first-come, first-served basis. This means that a domain name is registered to the person whose complete and correct application is first processed by Nominet's systems resulting in a change to the domain name register.

For the purposes of the Plan, however, a number of other allocation mechanisms will apply, depending on the Phase and whether there are any competing Applications for a Domain Name. These mechanisms are detailed below.

4 Registered Rights Sunrise Rules

4.1 Registered Rights Sunrise Process

During this Phase proprietors of Eligible Trade Marks will have the opportunity to apply for and register Domain Names identical to such Eligible Trade Marks for a limited period of time.

4.2 Eligible Trade Marks

4.2.1 An “Eligible Trade Mark” is a registered trade mark which meets the following criteria:

- 4.2.1.1** The mark text of the trade mark exactly matches the Domain Name being applied for (ignoring the second level and first level suffixes of the Domain Name and spaces and full stops appearing in the mark) and provided that graphic, logo or other device marks featuring as their only text a letter combination identical to the Domain Name being applied for will be deemed to match the Domain Name exactly;
- 4.2.1.2** The trade mark registration is in force in the UK (e.g. is a UK trade mark, a Community trade mark or an international trade mark designating the UK);
- 4.2.1.3** The registration date of the trade mark is on or before 1 January 2008;
- 4.2.1.4** The trade mark continues to be in force at the date the Application is validated by the Validation Agent; and
- 4.2.1.5** The trade mark has been put to use in the UK in relation to a genuine offering of goods or services on or before 1 January 2008 as determined by the Validation Agent in its absolute discretion.

4.2.2 The following are not Eligible Trade Marks:

- 4.2.2.1** Trade marks which had not received “registered” status on or before 1 January 2008;
- 4.2.2.2** Trade marks which have lapsed, been surrendered, been revoked or been declared invalid at the date the Application is validated by the Validation Agent;
- 4.2.2.3** Trade marks that have not been put to use in the UK in relation to a genuine offering of goods or services on or before 1 January 2008, as determined by the Validation Agent in its absolute discretion;
- 4.2.2.4** Unregistered trade marks (however see 5.2 below); or
- 4.2.2.5** Any other rights or quasi-rights to a name or mark, including trade mark applications, marks protected as registered or unregistered designs, domain names, company names or trade names.

4.3 Content of an Application During the Registered Rights Sunrise

4.3.1 Registrars must provide data for each Application which will include:

- 4.3.1.1** Applicant legal name;
- 4.3.1.2** Registered company number (if appropriate);
- 4.3.1.3** Applicant type (e.g. individual, UK Private Limited Company etc);
- 4.3.1.4** Applicant contact name;
- 4.3.1.5** Applicant contact email address; and
- 4.3.1.6** Applicant postal address.

4.3.2 For the purposes of the Data Protection Act 1998, any personal data (as defined in the Data Protection Act 1998) contained in an Application, or any Documentary Evidence provided, will be processed by Nominet, the Validation Agent and the Auction Provider solely for the purposes of:

- 4.3.2.1** Administering the Plan;
- 4.3.2.2** The Sunrise WHOIS service;
- 4.3.2.3** Evaluating whether the Applicant is the proprietor, licensee or sub-licensee of an Eligible Trade Mark; and
- 4.3.2.4** Where an Applicant is successful in securing a Domain Name Registration, registering the Domain Name in question.

Following the registration of a Domain Name, a successful Applicant’s personal data will be processed in accordance with the terms of Nominet’s standard terms and conditions of Domain Name registration.

4.4 Eligible Applicants

Only the registered owner of an Eligible Trade Mark, or their licensee or sub-licensee, as at the date the Application is validated by the Validation Agent, is eligible to submit an Application.

Where an Eligible Trade Mark is jointly owned, the Applicant must submit as part of their Documentary Evidence a signed written statement from the other joint owner (or joint owners, if there is more than one) including their contact details and confirming (i) that the Applicant's co-owner(s) consent(s) to the Applicant making the Application and having the Domain Name registered to it and (ii) that the person signing the consent agrees to being contacted by the Validation Agent and/or by Nominet to confirm the consent if either of them considers that it is necessary to do so. If the consent is not provided or the Validation Agent and/or Nominet is unable to contact the joint owner(s) to confirm their consent the Application may be rejected for lack of consent.

Where the Applicant is the licensee or sub-licensee of an Eligible Trade Mark, the Applicant must submit as part of their Documentary Evidence a signed written statement from the licensor (and any intervening sub-licensor(s)) including their contact details and confirming (i) that the Applicant's head licensor and any sub-licensor(s) consent to the Applicant making the Application and having the Domain Name registered to it and (ii) that the person signing the consent agrees to being contacted by the Validation Agent and/or by Nominet to confirm the consent if either of them considers that it is necessary to do so. If the consent is not provided or the Validation Agent and/or Nominet is unable to contact the licensor (and any intervening sub-licensor(s)) to confirm their consent the Application may be rejected for lack of consent.

Nominet may reject, revoke or delete any Application or Domain Name Registration at any stage if it appears that the Applicant or Domain Name Holder did not fulfil this requirement at the date the Application was validated by the Validation Agent. The Applicant or Domain Name Holder will not be entitled to any compensation or reimbursement from Nominet or the Validation Agent as a result of such rejection, revocation or deletion of an Application or Domain Name Registration.

4.5 Validation in General

- 4.5.1 Applications submitted during the Registered Rights Sunrise will be validated by the Validation Agent in order to confirm the identity of the Applicant and that the trade mark is an Eligible Trade Mark. Applicants will not be entitled to register a Domain Name or take part in an Auction unless their application has been successfully validated.
- 4.5.2 The Validation Agent will not commence the validation of any Application until it has received all the Documentary Evidence that it requires and the Validation Fee has been paid in full by the Applicant in accordance with the Guidance Notes.
- 4.5.3 The Validation Agent shall inform Nominet of its findings in a manner agreed by and between them.
- 4.5.4 Following validation by the Validation Agent, Nominet shall determine whether to accept an Application, and thereby allow the Application to proceed through the Phase, or to reject the Application and remove it from the Phase.

4.6 Validation by the Validation Agent

Upon request from Nominet, the Validation Agent will attempt to verify that:

- 4.6.1 Each of the Applications is founded on an Eligible Trade Mark, based on a review of:
 - 4.6.1.1 The information contained in each Application;
 - 4.6.1.2 Publicly available data and trade mark databases;
 - 4.6.1.3 The Documentary Evidence provided by the Applicant; and
 - 4.6.1.4 Any other information or documents that may become available to Nominet and/or the Validation Agent which in Nominet's and/or the Validation Agent's opinion is relevant to the Application.
- 4.6.2 The third level of the Domain Name applied for corresponds exactly with the Eligible Trade Mark (as described in section 4.2.1.1 above).
- 4.6.3 If the Applicant is a joint owner or licensee or sub-licensee of the Eligible Trade Mark, that their co-owner(s) or head licensor and/or sub-licensor(s) consent to the Applicant making the Application and having the Domain Name registered to it.
- 4.6.4 The information contained in each Application shall be the initial basis on which the Validation Agent shall attempt to validate Applications. It is the Applicant's responsibility to ensure that the Application and Documentary Evidence are correct, complete, legible, accurate and sufficient to verify the validity of the claims made in the Application. Nominet and the Validation Agent shall not be obliged to request additional and/or replacement Documentary Evidence in the event that the Documentary Evidence provided by the Applicant is not correct, complete, legible, accurate and sufficient to verify the validity of the claims made in the Application. Neither Nominet nor the Validation Agent shall be liable for any failure on the part of the Applicant and/or their Registrar to provide accurate or complete information in the Application or Documentary Evidence in accordance with this standard, regardless of whether the Application is validated.
- 4.6.5 In carrying out the validations in the Registered Rights Sunrise, the Validation Agent will rely on the publicly available databases of registered trade marks made available by the UK Intellectual Property Office, the Office for Harmonisation in the Internal Market and the World Intellectual Property Organisation. Neither Nominet nor the Validation Agent has any control over the contents of such databases and accordingly neither Nominet nor the Validation Agent shall be liable for the consequences of any error or

omission in such databases. Applicants are advised to ensure that the publicly available information on these databases is correct and accurate before submitting their Applications.

4.7 Validation Agent's Role

- 4.7.1 When validating Applications, the Validation Agent shall be entitled to rely upon the information provided in the Applications, any Documentary Evidence and any other information or evidence that the Validation Agent in its absolute discretion considers relevant.
- 4.7.2 The Validation Agent shall be required by Nominet to carry out its tasks in an objective, transparent and non-discriminatory manner. It shall have the right, but not the obligation, to conduct its own investigations into the circumstances of the Applications and any Documentary Evidence received as part of the Registered Rights Sunrise.
- 4.7.3 The Validation Agent shall not be entitled to amend, refuse or cancel Applications or Application Data. It will merely inform Nominet of its findings.
- 4.7.4 The Validation Agent provides to Nominet the service of carrying out the validations. The Validation Agent provides services only to Nominet and has a duty of care only to Nominet. The Validation Agent has no contractual relationship with the Applicants.

4.8 Documentary Evidence

- 4.8.1 By submitting an Application, each Applicant agrees that it will provide Documentary Evidence to the Validation Agent to verify the contents of the Application in accordance with the instructions and timeframes set out in these Rules as they may be amended from time to time or otherwise provided by Nominet and/or the Validation Agent.
- 4.8.2 The Applicant will submit no more than 25 pages or 2 megabytes (whichever is less) of Documentary Evidence in support of each Application. Further pages need not be considered by Nominet or the Validation Agent. Documentary Evidence must be submitted in .pdf format. Other file types may not be submitted.
- 4.8.3 If no Documentary Evidence has been received by the Validation Agent within the specified timeframes, or such Documentary Evidence is in the opinion of the Validation Agent incomplete, inaccurate or otherwise inadequate to validate the Application, the Validation Agent shall notify Nominet accordingly.
- 4.8.4 The Application and Documentary Evidence must be submitted in such format and such manner as the Validation Agent may specify from time to time.
- 4.8.5 Any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the Guidance Notes;
- 4.8.6 Any Documentary Evidence submitted to the Validation Agent shall contain accurate, up-to-date information as required by the Validation Agent and shall not be fraudulent.
- 4.8.7 Documentary Evidence shall not contain obscene, offensive or defamatory materials or information that is confidential to any third party. Any such materials may be disregarded by the Validation Agent.
- 4.8.8 The Documentary Evidence shall include a statement of truth signed by or on behalf of the Applicant in the form set out in the Guidance Notes.
- 4.8.9 It is the sole responsibility of the Applicant to ensure that these requirements are complied with. Documentary Evidence sent to the Validation Agent in the name and on behalf of the Applicant shall be deemed to have been sent by the Applicant.

4.9 Representations and Warranties by Applicants in the Registered Rights Sunrise Process

By submitting an Application, the Registrar and the Applicant each represent and warrant to Nominet and the Validation Agent that:

- 4.9.1 The Applicant is the registered proprietor, or the licensee or sub-licensee of the registered proprietor, of the Eligible Trade Mark described in the Application;
- 4.9.2 The Eligible Trade Mark(s) referred to in the Application was in force on or before 1 January 2008, has remained continuously in force since then, and, so far as the Applicant is aware, will remain in force on the date on which the Application Data is validated by the Validation Agent in the context of the Registered Rights Sunrise Process; and
- 4.9.3 The Eligible Trade Mark(s) referred to in the Application was put to genuine use in the UK on or before 1 January 2008.

4.10 Changes to the Status of an Eligible Trade Mark Following Validation

- 4.10.1 In the event that the legal status of an Eligible Trade Mark changes between the date the validation of the Application is completed and the date the relevant Applicant ceases to be a part of the Registered Rights Sunrise (e.g. following the registration of the Domain Name to the Applicant, the rejection of the Application or the conclusion of an Auction), the Applicant must inform the Validation Agent of the change in status and provide an explanation of the reason the change has occurred.
- 4.10.2 If, in the opinion of the Validation Agent, the change in status of the Eligible Trade Mark causes it to cease to be an Eligible Trade Mark, or causes the Applicant in question to cease to be the registered proprietor of the Eligible Trade Mark, the Validation Agent shall inform Nominet of such opinion.
- 4.10.3 Following such a notification by the Validation Agent, Nominet shall determine whether the Applicant is entitled to continue to take part in the Registered Rights Sunrise. Where it is determined that an Applicant may no longer take part in the process, Nominet may take such actions as are necessary to ensure the integrity of the Plan, which may include cancelling the registration of the relevant Domain Name and re-registration in the name of another Applicant. In that event none of the fees associated with the Application will be refundable.

4.11 Domain Name Availability and Allocation of Domain Names in the Context of the Registered Rights Sunrise Process

- 4.11.1 During the Registered Rights Sunrise, Nominet will only receive Applications for Domain Names. Any Domain Names that were already registered prior to the start of the process shall remain unavailable.
- 4.11.2 As the Domain Names will not be allocated on a first-come, first-served basis during the Registered Rights Sunrise, the time of receipt of an Application within the Registered Rights Sunrise is irrelevant for the allocation and registration of a particular Domain Name. Submitting an Application early in the process shall give the Applicant no advantage or priority in the Registered Rights Sunrise.
- 4.11.3 Where there is more than one Validated Application for the same Domain Name, all such successfully validated Applications will be submitted to the Auction Provider, who will award a Domain Name Registration in accordance with the Auction Rules, subject to the exceptions laid down in these Rules.
- 4.11.4 The Auction Provider will invite all Applicants who have submitted an Application for a particular Domain Name that have been accepted by Nominet to participate in the Auction.
- 4.11.5 The Sunrise Validation Fee will not be refundable if the Applicant fails in the Auction.
- 4.11.6 If Nominet has received only one Validated Application for a particular Domain Name, Nominet shall proceed with the Domain Name Registration, subject to the exceptions laid down in these Rules, and charge the corresponding Registration Fee.

5 Unregistered Rights Sunrise Rules

5.1 Unregistered Rights Sunrise Process

During this phase holders of Eligible Rights will have the opportunity to apply for and register Domain Names identical to their Eligible Rights for a limited period of time, provided that such Domain Names have not already been registered during the Registered Rights Sunrise.

No preference will be given to Applications based on Eligible Trade Marks over Applications based on other forms of Eligible Right in the Unregistered Rights Sunrise Process.

5.2 Eligible Rights

An “Eligible Right” is either:

- 5.2.1 An Eligible Trade Mark (as defined in section 4.2); or
- 5.2.2 The common law right to prevent “passing off” in respect of a sign which fulfils the following criteria:
 - 5.2.2.1 The Applicant had goodwill in a mark which exactly matches the Domain Name being applied for (ignoring the second level and first level suffixes of the Domain Name and spaces and full stops appearing in the mark), on or before 1 January 2008; and
 - 5.2.2.2 The Applicant continues to own such goodwill at the date the Application is validated by the Validation Agent as determined by the Validation Agent in its sole discretion.

The following are not of themselves Eligible Rights:

- 5.2.3 Any other rights or quasi-rights to a name or mark, including trade mark applications, marks protected as registered or unregistered designs, domain names, company names or trade names.

However, evidence of the use of any of these in the market may constitute Documentary Evidence of goodwill in the sign that may support the validation of the Application.

5.3 Content of an Application During the Unregistered Rights Sunrise

- 5.3.1 Registrars must provide data for each Application which will include:
 - 5.3.1.1 Applicant legal name;
 - 5.3.1.2 Registered company number (if appropriate);
 - 5.3.1.3 Applicant type (e.g. individual, UK Private Limited Company etc);
 - 5.3.1.4 Applicant contact name;
 - 5.3.1.5 Applicant contact email address; and
 - 5.3.1.6 Applicant postal address.
- 5.3.2 For the purposes of the Data Protection Act 1998, any personal data (as defined in the Data Protection Act 1998) contained in an Application, or any Documentary Evidence provided, will be processed by Nominet, the Validation Agent and the Auction Provider solely for the purposes of:
 - 5.3.2.1 Administering the Plan;
 - 5.3.2.2 The Sunrise WHOIS service;
 - 5.3.2.3 Evaluating whether the Applicant is the proprietor, licensee or sub-licensee of an Eligible Right; and
 - 5.3.2.4 Where an Applicant is successful in securing a Domain Name Registration, registering the Domain Name in question.

Following the registration of a Domain Name, a successful Applicant’s personal data will be processed in accordance with the terms of Nominet’s standard terms and conditions of Domain Name registration.

5.4 Eligible Applicants

Only the owner of an Eligible Right or their licensee or sub-licensee, as at the date the Application is validated by the Validation Agent, is eligible to submit an Application.

Where an Eligible Right is jointly owned, the Applicant must submit as part of their Documentary Evidence a signed written statement from the other joint owner (or joint owners, if there is more than one) including their contact details and confirming (i) that the Applicant's co-owner(s) consent(s) to the Applicant making the Application and having the Domain Name registered to it and (ii) that the person signing the consent agrees to being contacted by the Validation Agent and/or by Nominet to confirm the consent if either of them considers that it is necessary to do so. If the consent is not provided or the Validation Agent or Nominet is unable to contact the joint owner(s) to confirm their consent the Application may be rejected for lack of consent.

Where the Applicant is the licensee or sub-licensee of an Eligible Right, the Applicant must submit as part of their Documentary Evidence a signed written statement from the licensor (and any intervening sub-licensor(s)) including their contact details and confirming (i) that the Applicant's head licensor and any sub-licensor(s) consent to the Applicant making the Application and having the Domain Name registered to it and (ii) that the person signing the consent agrees to being contacted by the Validation Agent and/or by Nominet to confirm the consent if either of them considers that it is necessary to do so. If the consent is not provided or the Validation Agent is unable to contact the licensor (and any intervening sub-licensor(s)) to confirm their consent the Application may be rejected for lack of consent.

Nominet may reject, revoke or delete any Application or Domain Name Registration at any stage if it appears that the Applicant or Domain Name Holder did not fulfil this requirement at the date the Application was validated by the Validation Agent. The Applicant or Domain Name Holder will not be entitled to any compensation or reimbursement from Nominet or the Validation Agent as a result of such rejection, revocation or deletion of an Application or Domain Name Registration.

5.5 Validation in General

- 5.5.1 Applications submitted during the Unregistered Rights Sunrise will be validated by the Validation Agent in order to confirm the identity of the Applicant and that the right claimed is an Eligible Right. Applicants will not be entitled to register a Domain Name or take part in an Auction unless their application has been successfully validated.
- 5.5.2 The Validation Agent will not commence the validation of any Application until it has received all the Documentary Evidence that it requires and the Validation Fee has been paid in full by the Applicant in accordance with the Guidance Notes.
- 5.5.3 The Validation Agent shall inform Nominet of its findings in a manner agreed by and between them.
- 5.5.4 Following validation by the Validation Agent, Nominet shall determine whether to accept an Application, and thereby allow the Application to proceed through the Phase, or to reject the Application, and remove it from the Phase.

5.6 Validation by the Validation Agent

Upon request from Nominet, the Validation Agent will attempt to verify that:

- 5.6.1** Each of the Applications is founded on an Eligible Right, based on a review of:
 - 5.6.1.1** The information contained in each Application;
 - 5.6.1.2** For Applications claiming to be based on an Eligible Trade Mark, the data published by the applicable trade mark office for the Eligible Trade Mark in question;
 - 5.6.1.3** The Documentary Evidence provided by the Applicant; and
 - 5.6.1.4** Any other information or documents that may become available to Nominet and/or the Validation Agent which in Nominet's and/or the Validation Agent's opinion is relevant to the Application.
- 5.6.2** The third level of the domain name applied for corresponds exactly with the sign in which the Eligible Right subsists (as described in section 5.2.2.1 above).
- 5.6.3** If the Applicant is a joint owner or licensee or sub-licensee of the Eligible Right, that their co-owner(s) or head licensor and/or sub-licensor(s) consent to the Applicant making the Application and having the Domain Name registered to it.
- 5.6.4** The information contained in each Application shall be the initial basis on which the Validation Agent shall attempt to validate Applications. It is the Applicant's responsibility to ensure that the Application and Documentary Evidence are correct, complete, legible, accurate and sufficient to verify the validity of the claims made in the Application. Nominet and the Validation Agent shall not be obliged to request additional and/or replacement Documentary Evidence in the event that the Documentary Evidence provided by the Applicant is not correct, complete, legible, accurate and sufficient to verify the validity of the claims made in the Application. Neither Nominet nor the Validation Agent shall be liable for any failure on the part of the Applicant and/or their Registrar to provide accurate or complete information in the Application or Documentary Evidence in accordance with this standard, regardless of whether the Application is validated.

5.7 Validation Agent's Role

- 5.7.1** When validating Applications, the Validation Agent shall be entitled to rely upon the information provided in the Applications, any Documentary Evidence and any other information or evidence that the Validation Agent in its absolute discretion considers relevant.
- 5.7.2** The Validation Agent shall be required by Nominet to carry out its tasks in an objective, transparent and non-discriminatory manner. It shall have the right, but not the obligation, to conduct its own investigations into the circumstances of the Applications and any Documentary Evidence received as part of the Unregistered Rights Sunrise.
- 5.7.3** The Validation Agent shall not be entitled to amend, refuse or cancel Applications or Application Data. It will merely inform Nominet of its findings.
- 5.7.4** The Validation Agent provides to Nominet the service of carrying out the validations. The Validation Agent provides services only to Nominet and has a duty of care only to Nominet. The Validation Agent has no contractual relationship with the Applicants.

5.8 Documentary Evidence

- 5.8.1 By submitting an Application, each Applicant agrees that it will provide Documentary Evidence to the Validation Agent to verify the contents of the Application in accordance with the instructions and timeframes set out in these Rules as they may be amended from time to time or otherwise provided by Nominet and/or the Validation Agent.
- 5.8.2 The Applicant will submit no more than 25 pages or 2 megabytes (whichever is less) of Documentary Evidence in support of each Application. Further pages need not be considered by Nominet or the Validation Agent. Documentary Evidence must be submitted in .pdf format. Other file types may not be submitted.
- 5.8.3 If no Documentary Evidence has been received by the Validation Agent within the specified timeframes, or such Documentary Evidence is in the opinion of the Validation Agent incomplete, inaccurate or otherwise inadequate to validate the Application, the Validation Agent shall notify Nominet accordingly.
- 5.8.4 The Application and Documentary Evidence must be submitted in such format and such manner as the Validation Agent may specify from time to time.
- 5.8.5 Any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the Guidance Notes.
- 5.8.6 Any Documentary Evidence submitted shall contain accurate and up-to-date information as required by the Validation Agent and shall not be fraudulent.
- 5.8.7 Documentary Evidence shall not contain obscene, offensive or defamatory materials or information that is confidential to any third party. Any such materials may be disregarded by the Validation Agent.
- 5.8.8 The Documentary Evidence shall include a statement of truth signed by or on behalf of the Applicant in the form set out in the Guidance Notes.
- 5.8.9 It is the sole responsibility of the Applicant to ensure that these requirements are complied with. Documentary Evidence sent to the Validation Agent in the name and on behalf of the Applicant shall be deemed to have been sent by the Applicant.

5.9 Documentary Evidence to Include an Affidavit Regarding the Eligible Rights Claimed

- 5.9.1 Where an Application made during the Unregistered Rights Sunrise is founded on a legal right which is not an Eligible Trade Mark, the Documentary Evidence provided by the Applicant to the Validation Agent must include an affidavit from an appropriately qualified legal professional with experience of UK intellectual property law confirming that, in their opinion, the right claimed fulfils the criteria set out in section 5.2.2 above.
- 5.9.2 The Validation Agent shall, in validating an Application supported by an affidavit, consider whether the person who has provided the affidavit is suitably qualified and experienced.

5.10 Representations and Warranties by Applicants in the Unregistered Rights Sunrise Process

By submitting an Application, the Registrar and the Applicant each represent and warrant that:

- 5.10.1 The Applicant is the legal owner, or the licensee or sub-licensee of the legal owner, of the Eligible Right described in the Application;
- 5.10.2 To the best of their knowledge, the Eligible Right mentioned in the Application is enforceable and will remain enforceable on the date on which the Application Data is validated by the Validation Agent in the context of the Unregistered Rights Sunrise Process.

5.11 Changes to the Status of an Eligible Right Following Validation

- 5.11.1 In the event that the legal status of an Eligible Right changes between the date the validation of the Application is completed and the date the relevant Applicant ceases to be a part of the Unregistered Rights Sunrise (e.g. following the registration of the Domain Name to the Applicant, the rejection of the Application or the conclusion of an Auction), the Applicant must inform the Validation Agent of the change in status and provide an explanation of the reason the change has occurred.
- 5.11.2 If, in the opinion of the Validation Agent, the change in status of the Eligible Right causes it to cease to be an Eligible Right, or causes the Applicant to cease to be the proprietor of the Eligible Right, the Validation Agent shall inform Nominet of such opinion.
- 5.11.3 Following such notification by the Validation Agent, Nominet shall determine whether the Applicant is entitled to continue to take part in the Unregistered Rights Sunrise. Where it is determined that an Applicant may no longer take part in the process, Nominet may take such actions as are necessary to ensure the integrity of the Plan, which may include cancelling the registration of the relevant Domain Name and re-registration in the name of another Applicant. In that event none of the fees associated with the Application will be refundable.

5.12 Domain Name Availability and Allocation of Domain Names in the Context of the Unregistered Rights Sunrise Process

- 5.12.1 During the Unregistered Rights Sunrise, Nominet will only receive Applications for Domain Names. Any domain names that were already registered prior to the start of the process shall remain unavailable.
- 5.12.2 As the Domain Names will not be allocated on a first-come, first-served basis during the Unregistered Rights Sunrise, the time of receipt of an Application within the Unregistered Rights Sunrise is irrelevant for the allocation and registration of a particular Domain Name. Submitting an Application early in the process shall give the Applicant no advantage or priority in the Unregistered Rights Sunrise.
- 5.12.3 Where there is more than one Validated Application for the same Domain Name, all such successfully validated Applications will be submitted to the Auction Provider, who will award a Domain Name Registration in accordance with the Auction Rules, subject to the exceptions laid down in these Rules.
- 5.12.4 The Auction Provider will invite all Applicants who have submitted an Application for a particular Domain Name, that have been accepted by Nominet, to participate in the Auction process.
- 5.12.5 The Sunrise Validation Fee will not be refundable if the Applicant fails in the Auction.
- 5.12.6 If Nominet has received only one Validated Application for a particular Domain Name, Nominet shall proceed with the Domain Name Registration, subject to the exceptions laid down in these Rules, and charge the corresponding Registration Fee.

6 Landrush Rules

6.1 Subject to any legal or technical restrictions, and to the provisions of these Rules, any interested party shall be entitled to submit Applications during Landrush for any Domain Name that has not been reserved, restricted, registered or awarded by Nominet in the context of any of the processes or Phases preceding the Landrush, and meets the technical requirements imposed by Nominet. No more than one Application may be made by each person for any one Domain Name.

6.2 Any and all Applications received by Nominet during Landrush shall be deemed received at the same time. No priority or advantage will be given to those who claim to have rights in a mark or sign which is the same as a Domain Name during the Landrush.

6.3 Following closing of the Landrush application process, Nominet shall:

- Directly award a Domain Name Registration to the Applicant if their Application was the only one relating to the relevant Domain Name which was received during Landrush; and
- Inform the Auction Provider of the Domain Names and their corresponding Applicants if Nominet has received more than one Application for any particular Domain Name. In this case, Nominet shall award a Domain Name Registration to the Applicant who placed the winning bid in the Auction for that Domain Name, following notification by the Auction Provider of the outcome of the Auction.

7 Multiple Validated Applications for the same Domain Name

Domain Names for which there is only one qualifying Application (according to these Rules) in any particular Phase will be allocated to the relevant Applicant.

If a Domain Name receives more than one successfully validated Application during any particular Phase, an Auction will be held for such Domain Name between the valid Applicants within that Phase, instead of being allocated on a first-come, first-served basis. Auctions will be conducted by the Auction Provider in accordance with the Auction Rules. Applicants must take part in the Auction process in good faith.

Prior to the commencement of an Auction, each qualified bidder will be provided with the required information necessary to participate in the relevant Auction.

8 General Availability

Subject to any legal or technical restrictions, and the provisions of these Rules, any party shall be entitled to request a Domain Name Registration with Nominet through a Registrar in the usual manner, following the start of General Availability for those Domain Names which have not been registered during the Phases preceding General Availability.

Nominet shall effect such Domain Name Registrations on a first-come, first-served basis, subject to Nominet's usual standard terms and conditions of Domain Name registration.

Any person in the world will have the opportunity to apply to register an available Domain Name at any time after General Availability commences. Any date referenced for the commencement of General Availability in these Rules is subject to change, and an Applicant's right to register Domain Names is subject to the official launch date of General Availability, irrespective of whatever date may be recorded in these Rules or other previously published materials. The date of the commencement of General Availability will be advertised on Nominet's website.

9 Miscellaneous

9.1 Amendments

Nominet may amend the provisions of these Rules or of the Guidance Notes from time to time, which amendments shall take effect at the time they are published on Nominet's website, without prior notice to Registrars, Domain Name Holders and/or Applicants. Nominet may furthermore issue interpretative guidelines on its website regarding the terms and provisions of these Rules. In particular, but without prejudice to the foregoing, Nominet may suspend any Domain Name from the Domain Name release process set out in these rules if Nominet in its sole discretion considers that it is necessary to do so.

If any part of these Rules shall be found invalid or unenforceable for any reason, the remainder of these Rules shall be valid and enforceable as if such provision were not included therein.

9.2 Limitation of Liability

To the maximum extent allowed under the laws of England and Wales, neither Nominet nor the Validation Agent or the Auction Provider shall be liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, tortious (including negligence) or otherwise arising, resulting from or related to registration, validation or use of a Domain Name or to the use of Nominet's systems or website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by Nominet to register or not to register a Domain Name on the basis of the findings of the Validation Agent, as well as the consequences of those decisions. Nothing in these Rules should be taken as limiting Nominet's, the Validation Agent's or the Auction Provider's liability in relation to death or personal injury caused by their negligence, nor for any liability due to fraudulent misrepresentation.

To the extent allowed under the laws of England and Wales, aggregate liability for damages shall in any case be limited to the amounts paid in relation to the Application concerned (for the avoidance of doubt, excluding additional fees paid by the Applicant to the Registrar or reseller and/or Auction fees). The Applicant agrees that no greater or other damages may be claimed (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by Nominet to register or not to register a Domain Name).

Applicants and Domain Name Holders shall indemnify and hold harmless each of Nominet, the Validation Agent and the Auction Provider from claims filed or disputes initiated by third parties, and shall indemnify and compensate Nominet for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it, on the grounds that the Application for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party or that any of the Documentary Evidence is defamatory or discloses the confidential information of any third party.

For the purposes of this Section 9.2, the exclusions of liability and indemnity benefiting Nominet, the Validation Agent and the Auction Provider shall also apply to their respective members, directors, employees, and/or subcontractors.

9.3 Governing Law, Disputes and Jurisdiction

These Rules, as amended from time to time, and any non-contractual rights or obligations arising out of or in connection with these Rules or their subject matter will be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any disputes arising from the Plan or these Rules.

Further help

You can find more information and help on our website www.nominet.org.uk

You can email us on shortdomains@nominet.org.uk
telephone us on **01865 332211**
or fax us on **01865 332292**

www.nominet.org.uk