.ART

LAUNCH
POLICIES

I.   OVERVIEW

This document includes the launch plan and the policies addressing key aspects of the launch of the .ART TLD. This plan and these policies may be modified from time to time by the Registry operating the TLD in its sole and exclusive right to ensure that the TLD is compliant with all relevant regulations and requirements.

II.   DEFINITIONS

.ART community.	means the top-level domain for the international art community.
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 organization in whose name an Application is submitted.
Application	means the complete and technically correct request for a Domain Name, which complies with this policy and any other policy issued by the Registry, or ICANN.
Auction	means a private closed auction meant to resolve contention sets during the Sunrise Period when two or more eligible trademark holders applied for the same .ART Domain Name.
Dispute Resolution Provider	means an entity selected by the Registry to provide dispute resolution services during the Sunrise Period.
Domain Name	means a name at the second level within the TLD.
Early Access Period	means the first seven (7) days of General Availability during which Domain Name Registration fees progressively decrease.
Early Adopters	means a group of individuals or entities who will receive their Domain Names prior to or during the Sunrise Period, in

	compliance with a Qualified Launch Program as per ICANN's Rights Protection Mechanisms.
Eligible Trademark	means a registered trademark that meets the requirements described in Section 2 of this policy.
Founders Program	means a pre-selected group of entities that have preferential access to Domain Names prior to General Availability.
General Availability	means the point in time following which requests to register a Domain Name will be received from any eligible party on a first come, first served basis.
ICANN	means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.
ICANN Requirements	means the Registry's obligations under the Registry Agreement between Registry and ICANN dated 24 March 2016, and all ICANN Consensus Policies applicable to the TLD.
Label	means a string of characters used to form part of a Domain Name.
Limited Registration Period	means a specific period prior to General Availability and after the Sunrise Period where special restrictions to registering Domain Names apply. Such registrations are subject to Trademark Claims.
Registrant	means an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the TLD.
Registration	means a Domain Name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for Registration during a specified term.
Registrar	means an entity authorized by ICANN to offer Domain Name Registration services in relation to the TLD.

Registry	means the entity that is operating the .ART top-level domain.
Registry Policies	means the entirety of the policies applicable when purchasing and using a Domain Name.
Reserved Name	means names and terms that the Registry has reserved from Registration and which it may, at its sole discretion, later release for Registration or Allocation.
Rights Protection Mechanism	means a set of trademark protections developed by the ICANN community and include practical details regarding the implementation of the Sunrise Period and Trademark Claims Service.
SDRP	means the Sunrise Dispute Resolution Policy which sets out the rules and procedures relating to disputed sunrise registrations
Service	means the activity of the Registry to offer Domain Names for Registration in the TLD.
SMD File	means the Signed Mark Data file provided by the Trademark Clearinghouse to a holder of a Validated Trademark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.
Sunrise Period	means the phase that gives trademark holders the opportunity to protect their trademarks in the TLD by having a first right to registration.
Sunrise Registration	means a Domain Name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.
TLD	means Top Level Domain and for the purpose of this policy the TLD shall be .ART.
Trademark claims service	means a notification service mandated by ICANN to warn both domain name registrants as well as trademark holders that trademarked names are being registered to registrants who are not the trademark holder.

Trademark Clearinghouse	also called TMCH, means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.
Trademark Holder	means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.
UDRP	means the Uniform Domain-Name Dispute-Resolution Policy established by ICANN for the resolution of disputes regarding the Registration of internet Domain Names.
URS	means the Uniform Rapid Suspension System which is a rights protection mechanism that offers a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement.

SECTION 1

.ART TLD Launch Plan

This launch plan outlines and describes the phased launch process for the TLD.

1.1 QUALIFIED LAUNCH PROGRAM

The Registry operating the TLD will offer a Qualified Launch Program (QLP) for its Early Adopters. Domain names will be allocated to Early Adopters in order to promote and build awareness of the TLD. Domain Names allocated shall not exceed more than 100 names. All Rights Protection Mechanism terms will apply to Domain Names registered to Early Adopters during this Period. The QLP will be managed according to the Qualified Launch Program Addendum published by ICANN on April 10 2014: (http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpmrequirements-qlp-addendum-10apr14-en.pdf).

1.2 SUNRISE PERIOD

The Registry will implement an End-Date Sunrise, as defined in ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements policy. During the Sunrise Period, the holder of a trademark, that has been previously verified by the officially mandated ICANN Trademark Clearinghouse and which fulfills the eligibility requirements set out in the TLD's Sunrise Policy shall have the opportunity to apply for and register domain names that correspond to their trademarks during a limited period of time before Registration is open to the public at large.

1.3 LIMITED REGISTRATION PERIOD

Following the end of the Sunrise Period, the Registry will operate an approximately 3-month Limited Registration Period. Qualifying Applicants from the global arts community will be able to register their .ART Domain Names. This period is designed to allow members of the art world to register Domain Names in advance of the General Availability. All Domain Names registered during the Limited Registration Period shall be registered through an ICANN-Accredited Registrar. In addition, all names registered shall be included in ICANN's mandatory Trademark claims service.

1.4 EARLY ACCESS PERIOD

The Early Access Period (EAP) covers the first seven (7) days of General Availability for the TLD. During EAP anyone can register any available Domain Name at the Registration fee for that particular day.

1.5 GENERAL AVAILABILITY

General Availability will follow after the end of the Limited Registration Period. Once General Availability has commenced interested parties shall be permitted to register Domain Names on a first-come, first-served basis, provided that such interested party and Domain Names are compliant with the Registry Policies and provided that the domain

name is: (i) Not a Reserved name; (ii) Available for registration; and (iii) Not subject of a pending Sunrise challenge.

1.6   AMENDMENT

Please note that Registry Operator may amend or modify this Launch Policy from time to time in its sole discretion.

This Sunrise Policy is to be read together with the Sunrise Dispute Resolution Policy. Any revisions or modifications to this Sunrise Policy prior to the start date of Sunrise shall be effective immediately upon the posting of such revisions or modifications on the Registry website and such amendments shall be binding upon the Registrant.

2.1   Sunrise Overview

Sunrise is a limited-time opportunity for trademark holders who have entered their marks into the Trademark Clearinghouse database (TMCH) and who wish to register Domain Names ahead of General Availability. SMD Files submitted with Sunrise Applications are verified by the Registry against the TMCH. Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry. At the end of the Sunrise Period, applied for Domain Names with a single eligible applicant will automatically be allocated to such Applicant. Domain Names with more than one eligible Applicant will proceed to an auction (to be conducted according to registry procedure) between the competing Applicants by an independent third party.

2.2   Eligible Trademarks and Domain Name Applications

An Eligible Trademark is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (http://www.trademark-clearinghouse.com/) and has been verified and registered in the Trademark Clearinghouse database.

During the Sunrise Period, the Domain Name applied for must be an identical match to a label contained within the SMD file submitted with the Application. Domain Name Applications must also meet the following syntax requirements:

- have a minimum of 1 to a maximum of 63 characters (at any one level);

- only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;

- begin with a letter or a digit and end with a letter or a digit;

- neither begin with, nor end with a hyphen (-);

- not contain hyphens (-) in the third and fourth positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n); and

- not include a space (e.g. www.ab tld).

2.3   Sunrise Eligibility Requirements

Participation in the Sunrise Period is restricted to Applicants who meet the following Sunrise Eligibility Requirements. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name Application is submitted to the Registry by an ICANN-accredited Registrar who acts on behalf of the Applicant, but for its own account;

- the Domain Name applied for is an exact match to their trademark registered by the Applicant in the Trademark Clearinghouse;

- a valid SMD File is submitted at the time of Application;

- the Domain Name is available.

Domain Name Applications will not be accepted for Reserved Names.

The Registry may reject, revoke or delete at any time, any Application or resulting Registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements without the Applicant or Domain Name Registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

2.4   Validation of Sunrise Applications

Applications submitted during the Sunrise Period are subject to validation by the Registry with the Trademark Clearinghouse, which is a prerequisite for the Registry to proceed with the Registration of the Domain Name requested in the Application.

If the Registry is unable to validate the SMD file or if the requested Domain Name does not match a label contained in the SMD file, the Application will be rejected.

2.5   Sunrise Duration and Process

The Sunrise Period will be open for approximately 60 calendar days. The Registry may, at its discretion extend the Sunrise Period at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Period, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Period, if an Application is successfully validated and the Registry has received no other Applications for the same Domain Name, the Domain Name will be automatically allocated to the Applicant and the Registration fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction to be held by an independent third-party auction.

2.6   Domain Name Allocation during Sunrise

Single Applications

With the exception of Domain Names that are Reserved Names or Domain Names allocated to the Registry, Domain Names that receive only one Application in the Sunrise Period, and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 14 business days of the close of the Sunrise Period.

Multiple Applications

Applications received during the Sunrise Period will be treated as received at the same time, which will be the time of the close of the Sunrise Period. If more than one Application for an available Domain Name has been received during the Sunrise Period, and more than one of the Applications were successfully validated, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is only open to Applications that have been successfully validated.

The Registry shall appoint an auction provider and inform the auction provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction rules defined by the auction provider, and the Registry will award the Domain Name Registration to the Applicant that prevailed at Auction.

Auction Process and Allocation

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an Auction process, eligible bidders for such Domain Names will be invited to auction in accordance with the auction provider's procedures. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the relevant auction.

SECTION 3
Sunrise Dispute Resolution Policy

3.1 Purpose

Domain Names in the TLD can be registered by third parties or reserved by the Registry. This Sunrise Dispute Policy ("SDRP") applies to Applications submitted during the Sunrise Period that result in Sunrise Registrations or denials of Sunrise Registrations and comes into effect upon the conclusion of the Sunrise Period. This Policy does not cover instances where the validity of a SMD File is being challenged. Such disputes are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at http://www.trademark-clearinghouse.com/dispute prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, the Registry may disqualify the Sunrise Application or, in the event that fraud is detected after the Sunrise Period, delete the applicable Domain Names.

3.2 Grounds for Challenges

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 Registration was improper under one or more of the following criteria.

The following is a list of reasons why a Sunrise Application Allocation could be challenged:

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;

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;

iv. a Registry process error occurred that resulted in an incorrect Sunrise Registration; or

v.   the Registry failed to register a Domain Name that was applied for in compliance with the criteria set forth in Section 2.3 of the Sunrise Policy.

3.3 Process

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to the Registry at engage@art.art. The "Complainant" is a person, real or natural, that makes a complaint as per this policy. Sunrise complaints must be filed with the Registry within 10 business days of the date of Registration of the relevant Domain Name(s).

When possible, the Registry may attempt to resolve the issue internally without charge to the Applicant. If, in the opinion of the Registry, the matter would be more appropriately dealt with by the TMCH, the Registry will advise the potential Complainant accordingly. If the complaint relates to a Registry process error, the Registry will investigate and if confirmed, seek to resolve such errors internally. In the event the Registry, after a good faith effort, is unable to resolve the dispute, it will notify the potential Complainant to submit its complaint to its appointed Dispute Resolution Provider. Information about the procedure followed by the Provider will be provided directly to the Complainant.

The language of all submissions and proceedings under this policy will be English. Supporting evidence may be provided in its original language, provided such evidence is accompanied by a certified English translation of all relevant text.

3.4   Necessary evidence

The complaint must include:

- Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorised to act for the Complainant in the administrative proceeding;

- Domain Name(s) that are the subject of the dispute;

- Applicable trademark(s) as validated by the TMCH and the relevant SMD File;

- Name of the respondent, and the respondent's contact information from the Whois entry associated with the disputed Domain Name(s);

- Ground(s) on which Complainant relies on (as set out in paragraphs i. to vi.);

- Up to 500 words describing how the relied-upon criteria and facts indicate a remedy is required;

- The remedy requested; and

- Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the dispute.

3.5   Remedies for dispute

If it is found based on Grounds i. to iii of Section 3.2., that there was an improper Sunrise Registration, the sole remedy shall be the cancellation of the Sunrise Registration in question and making it again available for Registration in the TLD. If the complainant independently qualifies to register the Domain Name after the Sunrise Period, such a Registration may be made via an accredited Registrar.

If it is found based on Grounds iv. and v. of Section 3.2 that a denial of Sunrise Registration was incorrect or the Registry failed to register an applied for Domain Name, the sole remedy shall be to offer the Sunrise Registrant the possibility to re-register the Domain Name, provided it is still available and that a third party has not already registered the Domain Name during the Sunrise Period or in subsequent Registration Periods.

3.6   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.

3.7   Indemnification/Hold Harmless

The parties shall hold the Registrar, the Registry, and any Dispute Resolution Provider appointed by the Registry harmless from any claim arising from operation of the SDRP. Neither party may name the Registrar, the Registry, and the Dispute Resolution Provider as a party or otherwise include the Registrar, the Registry, and the Dispute Resolution Provider 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 Dispute Resolution Provider 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 Dispute Resolution Provider 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. 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.

3.8   Relation to Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the UDRP, the URS, and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

3.9   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 deference to the outcome of such other proceeding.