ANNEX .VEGAS - SPECIAL CONDITIONS FOR THE .VEGAS TLD
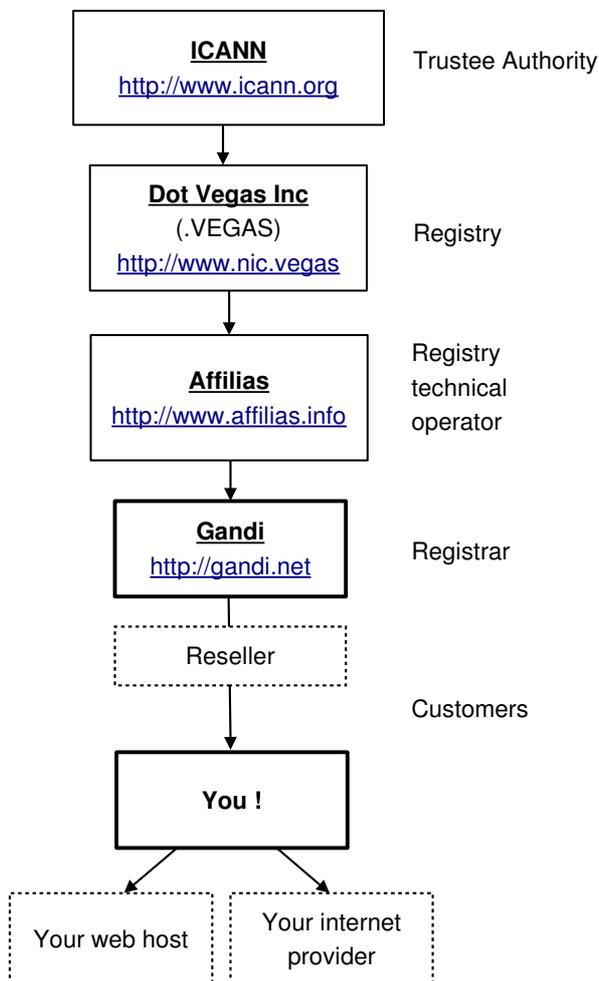
version 1.0 – June the 30th, 2014

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .VEGAS domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our website. Capitalized terms have the definition attributed to them in Our General Terms and Conditions of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: http://www.gandi.net/admin/contracts/.

Section .VEGAS.1. Trustee authority and Registry

.VEGAS is a generic Top-Level-Domain (gTLD) which has for aim to promote the Vegas lifestyle without boundaries. The following diagram presents the various parties involved for the .VEGAS TLD:

You can view the information and special rules of each party involved by clicking on the respective links.

Section .VEGAS.2. Registration terms and conditions

When You apply to register a .VEGAS domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .VEGAS domain names, as defined by ICANN and Dot Vegas Inc and which may be viewed at the following pages:

• Registry policies :
  http://www.dotvegasinc.com/policies/
• ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .VEGAS Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

The contract between ICANN and the .VEGAS Registry is available at the following address:
www.icann.org/en/about/agreements/registries/vegas

Section .VEGAS.3. Launch rules

The .VEGAS domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase runs from the 2nd of June to the 1st of August, 2014. The Landrush will run from the 14th of August to the 10th of September, 2014. General opening is scheduled for the 15th of September, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Landrush and general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .VEGAS.4. Special requirements

.VEGAS special requirements are available at:
http://www.gandi.net/domain/vegas/info

.VEGAS domain names are open to anyone.

However, You are not permitted or authorized to, and shall not offer, sell, license, sublicense to any third party whatsoever any third-level domain names (i.e what.domainname.vegas) or other

sub-domains associated with or derived from the registered domain name, or to use such third-level or other sub-domains except where such use is restricted solely for Your use in conjunction with Your operation of the domain name.

Section .VEGAS.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our Corporate team).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: http://www.trademark-clearinghouse.com/downloads

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your "SMD" file for verification.

5.2 Allocation rules

Sunrise applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

• if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
• if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure will be available at the following webpage: http://www.dotvegasinc.com/policies/.

Domain names listed on the ICANN block list (ICANN's SLD

Name Collision block list) which You may find at the following page: http://www.icann.org/sites/default/files/tlds/vegas/vegas-apd-list-12nov13-en.csv are available for registration during the Sunrise period but will be activated when ICANN will authorize their registration.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH: http://www.trademark-clearinghouse.com/dispute

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:
http://www.dotvegasinc.com/policies/

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected ("SMD" file invalid or revoked …) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration …).

Section .VEGAS.6. Landrush

A Landrush is opened by the Registry before the General Availability.

6.1 Eligibility rules

The Landrush period is open to members of the general public and there are no qualification requirements needed to participate in this phase.

6.2 Allocation rules

Landrush applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

• if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Landrush period,
• if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure will be available at the following webpage: http://www.dotvegasinc.com/policies/.

When a domain name is allocated to You in the Landrush period, the third parties that are the owners of an identical mark

registered within TMCH are notified of Your registration.

6.3. Dispute Resolution:

The Registry will not participate in any way in any dispute between the Landrush Period Applicants and any party other than the Auction Provider, and in that case solely regarding the use of the auction platform. All other disputes between Landrush Period Applicants and any other party shall be resolved between the applicable applicant and such other party through any court, arbitration or other proceeding that may be available to those parties.

6.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected or if the domain name is not granted to You (domain name granted to an other person during an auction, …).

Section .VEGAS.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during the Landrush period and 90 days upon general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the "Trademark Claim Notice" and Your registration request will be put in "error" until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

Section .VEGAS.8. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/vegas (specification 5. schedule of reserved names),
-names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

A list of Premium Domain Names has been created and reserved by the Registry due to their high worth and popularity. The Registry reserves the right to change, modify, delete or add domain names to the Premium Domain Names list from time to time in the Registry's sole discretion and without prior notice.

A list of reserved Domain names has been created by the Registry and designated for Registry operations and use, including placement with one or more individuals, entities or organizations that are deemed "founders" or "pioneers" and other promotional activities conducted by the Registry. This list may also include certain domain names that are reserved and restricted from registration by the public to comply with ICANN policies and requirements. The Registry reserves the right to change, modify, delete or add domain names to the Reserved Domain Names List from time to time in the Registry's sole discretion and without prior notice.

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this at support-en@support.gandi.net .

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name, Your request will be put in "error" and You will be notified by email. Then You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will be not sent to the Registry.

Section .VEGAS.9. Registration term

The registration term is 1 year for requests made during the Sunrise period and the Landrush, and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .VEGAS.10. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/vegas

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon request.

Section .VEGAS.11. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public Whois database. You also consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registry and its designees and agents.

Section .VEGAS.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .VEGAS domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:
  http://www.icann.org/udrp
- explanations:
  http://www.icann.org/en/udrp/udrp.htm
- Policy:
  http://www.icann.org/en/dndr/udrp/policy.htm
- Rules:
  http://www.icann.org/dndr/udrp/uniform-rules.htm
- Dispute Resolution Service Providers:
  http://www.icann.org/en/dndr/udrp/approved-providers.htm

The URS rules are available at the following page:
http://newgtlds.icann.org/en/applicants/urs

Section .VEGAS.13. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

Section .VEGAS.14. Ownership change

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .VEGAS.15. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .VEGAS.16. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

By applying to register a domain name, or by asking Gandi to maintain or renew a domain name registration, You represent and warrant to the Registry and Gandi that:
- the statements You made in Your Registrant agreement are complete and accurate,
- to Your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party,
- You are not registering the domain name for an unlawful purpose,
- You will not knowingly use the domain name in violation of any applicable laws or regulations.

It is Your responsibility to determine whether the domain name registration infringes or violates someone else's rights.

The Registry reserves the right at any time to:

- verify the truth, accuracy, and completeness of any information provided by You to the Registry, whether directly, through a Registrar or otherwise,
- verify Your compliance with the applicable Registry policies.

You agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available

documentation as the Registry may reasonably required to complete the verification.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. This indemnification obligation will survive the termination or expiration of the registration agreement.

Section .VEGAS.17. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

• to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process,

• during the resolution of a dispute,
• to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors and employees,
• in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example non-payment of fees) including, without limitation any exhibits, attachments, or schedules thereto,
• to correct mistakes made by the Registry in connection with a domain name registration,
• to require that any Sunrise applicant filing a dispute or other action contesting the registry's Sunrise Registration or Sunrise Dispute Policy deposit with the Registry a minimum of $20 000 but no more than $50 000 to cover all costs incurred by the Registry in the event the Sunrise applicant is not successful in receiving a decision awarding the relief sought in such dispute or contest action,
• following an occurrence of any of the prohibited activities described in violation of the Registry's Anti/Abuse / Acceptable Use Policy,
• as otherwise provided for by the Registrant Agreement.

You acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period, limited registration period, Landrush period or other period associated with the initial launch of the Registry TLD, including without limitation :

• Your ability or inability to obtain a registered name during these periods and,
• the results of any dispute resolution process regarding a registration

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