

ANNEX .TICKETS - SPECIAL CONDITIONS FOR THE .TICKETS TLD

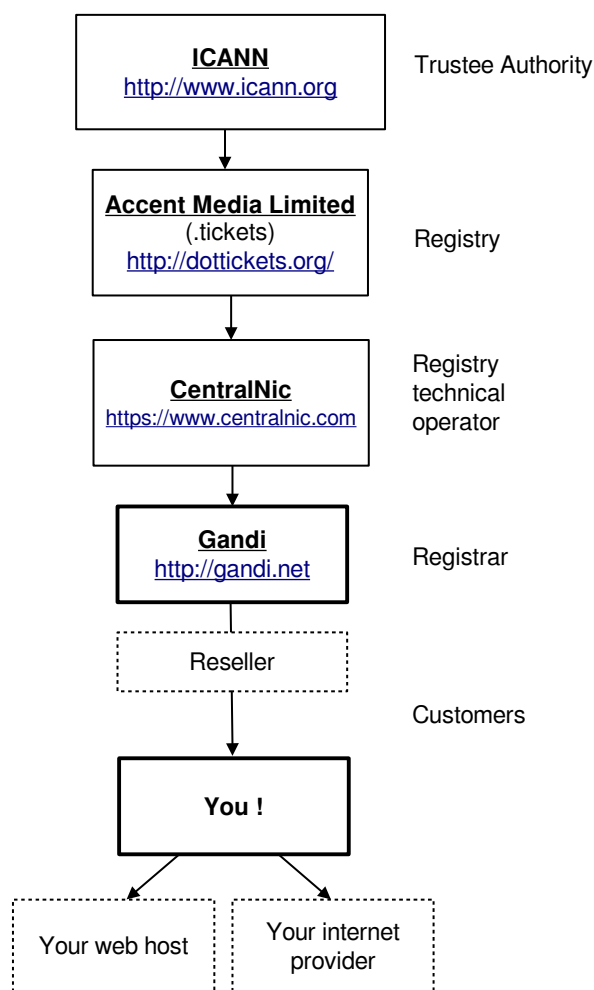
version 1.0 – July the 6th, 2015

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .TICKETS 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 .TICKETS.1. Trustee authority and Registry

.TICKETS is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .TICKETS TLD:



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

Section .TICKETS.2. Registration terms and conditions

When You apply to register a .TICKETS 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 .TICKETS domain names, as defined by ICANN, Accent Media Limited and CentralNic which may be viewed at the following pages:

- Registry Registration Agreement in appendix

- Rules applicable to .TICKETS:
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMET2M0VRRUFa>
- CentralNic Terms and Conditions:
<https://www.centralnic.com/support/terms/domains>
- CentralNic Privacy Policy:
<https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf>
- Phishing and Abuse Policies:
<https://www.centralnic.com/support/abuse>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .TICKETS 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 .TICKETS Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/tickets>

Section .TICKETS.3. Launch rules

The .TICKETS domain name launch will occur in 2 phases: Sunrise, and general opening.

Registrations during the first 7 days of the general opening will be subject to additional costs decreasing over time ("Early Access" period).

The Sunrise phase runs from July 13th 2015 to September 11th 2015. General opening is scheduled for September 14th 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

The programs "Qualified Launch Program" and "Priority Boarding" are not available on Our interface, please contact Our customer service department for more information.

Section .TICKETS.4. Special requirements

.TICKETS special requirements are available at:
<http://www.gandi.net/domain/tickets/info>

.TICKETS domain names are open to anyone, however the Registry allows a priority right to the holders of rights to the requested domain name.

In application of Registry rules, all registration requests for .TICKETS domain names will be subject to both:

- **A verification of Your personal information provided with**

Your registration request. If the Registry fails to verify Your information against third parties databases, the Registry will contact You, directly or via Your Registrar, and request the provision of documents that justify Your information and/or the correction of Your information. If You do not provide correct information and/or the documents requested within the deadline given, the Registry will cancel Your registration request, or suspend/delete Your domain name without any refund. The Registry will verify, also, the information declared in case of modification of Your personal information or in case of owner change.

AND

– **A prioritisation of registration requests with demonstrated rights to the requested domain name** by means of either:

- **"Standard Track Processing"**: Your registration request will be placed in "pending create" status and published in a list available at the following address: <http://check.tickets> for a period of 30 days. During this advertisement period third parties who have rights to the domain name that You have requested will be able to make competing requests for this domain name provided that they can demonstrate their rights. In addition, You can, at any time, demonstrate to the Registry that You have rights to the domain name, and if the Registry considers that Your rights are sufficient the domain name will be allocated to You immediately (before the end of the advertisement period). In the case where a third party makes a competing request before the end of the advertisement period, if You are not able to demonstrate, within the deadline given, that You have also a right to the requested domain name, Your registration request will be rejected by the Registry and the domain name will be allocated to the first third party who have demonstrate its rights. If Your request is rejected by the Registry, the verification fees (include in the fees You have paid to Gandi) will be not subject to a refund in any case.

OR

- **"Fast Track Processing"**: allows to You to bypass the advertisement period of 30 days and in consequence the competing requests made by third parties, by demonstrating Your rights to the requested domain name. To benefit to this procedure, You must inform the Registry and provide it documents that prove Your rights within 5 business days following Your registration request. If the Registry considers that Your rights are not sufficient, Your registration request will be subject to the "Standard Track Processing" as described above.

The priority rights accepted by the Registry are the following:

- a nationally or regionally registered trademark registered in respect of tickets or ticketing goods or services,
- a name or other term that is used in trade to distinguish the tickets or ticketing goods or services of one undertaking from those of another.

In any case if Your registration request or Your "Fast Track Processing" request is rejected by the Registry, You have the opportunity to appeal the decision of the Registry. Your appeal request must be made within 5 business days following notification by the Registry of the reject of Your request. Your appeal request can be subject to the payment of appeal fees which will be refund to You if You win the appeal decision.

You can obtain further information about the procedures described above in the Registry rules available at the following address:

<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEt2M0VRRUFa>

(3. Whois Verification and Domain Name Allocation Rules During

General Availability), or by contacting Our customer service department.

Section .TICKETS.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 reviewed on a "first-come first-served" basis.

When a domain name is allocated to You in Sunrise period, third parties who own an identical trademark 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://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEt2M0VRRUFa>
(13. Sunrise Dispute Resolution Policy)

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked ...) or if the domain name is not granted to You (if a third

party has successfully challenged the domain name registration ...).

Section .TICKETS.6. General opening

6.1 "Trademark Claim Notice"

In accordance with ICANN rules, during 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.

6.2 "Early Access" period

During the first 7 days of the general opening, the Registry has an "Early Access" period during which the registration of domain names is subject to additional costs decreasing over time.

Only the registrations during the last day of this period are available on Our interface by choosing "Landrush". To register a domain name during the first 6 days of this period You have to contact Our customer service department.

It is specified that if You do not contact Our customer service department and pay the additional costs, the requests made in preregistration will be only be sent to the Registry after the "Early Access" period.

Section .TICKETS.7. Reserved names

Some words are reserved or prohibited, in particular:

- agreement between ICANN and the Registry (specification 5. schedule of reserved names) : <http://www.icann.org/en/about/agreements/registries/tickets>
- Reserved Names Policy: <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEt2M0VRRUFa> (5. Reserved Names and Premium Names Policy)
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .TICKETS.8. Registration term

The registration term is 2 years for requests made during the Sunrise period, 1 year for "Early Access" period, 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 .TICKETS.9. Pricing

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/tickets>

You expressly agree that registration and renewal fees are variable and may be different depending the domain name, this includes but is not limited to "premium" domain names

"Premium" domain names are subject to specific pricing as indicated on Our interface during Your order.

Specific costs applicable to the "Early Access" period will be communicated by Our customer service department upon request.

Section .TICKETS.10. 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 consent to:

- the use, copying, distribution, publication in particular in the public [Whois](#) database, modification and other processing of Your personal contact information by the Registry and CentralNic and their designees and agents,
- correct and update the registration information for the registered name during the registration term for the registered name,
- In the event You provide a third-party individuals personal data, You must represent and guarantee that You have informed such third party individuals of the intended use by Registry and its service providers of their personal data.

Section .TICKETS.11. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .TICKETS 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 .TICKETS.12. Transfer (change of Registrar)

You acknowledge that You have fully understood and You agree to abide by the transfer policy established by ICANN:

<https://www.icann.org/resources/pages/transfers-2012-02-25-en>

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 .TICKETS.13. 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 .TICKETS.14. 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 .TICKETS.15. 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.

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 agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.

You agree that if You use Your domain name to collect and or maintain sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry, CentralNic and their subcontractors, as well as each of their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to the registration or use of Your domain name, or to any breach of the present contract. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .TICKETS.16. 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 specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFC),
- to protect the integrity and stability of the Registry and the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to avoid any civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, officers, directors and employees,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of fees to the Registry.

Registry also reserves the right to hold or lock a domain name:

- during resolution of a dispute,
- in pending create or such other status until the application for registration is approved for allocation.

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 or Early Access periods, including, without limitation:

- the ability or inability of a person to obtain a domain name during these periods,
- the results of any dispute over a Sunrise registration.

- end of annex .TICKETS -

Schedule C

Registration Agreement - Key Terms .tickets

1. gTLD .Tickets Registration Services

1.1 Your domain registration will be effective upon occurrence of all of the following:

- a) Your acceptance of this Agreement and the Registry Policies at <http://tickets.tickets/policies>, without modification, for .tickets domain name(s);
- b) The Registry accepting this Agreement and your domain registration application;
- c) Your Registrar delivering to the Registry the domain registration information you provide;
- d) Your domain application successfully passing the Registrant extended Whois Verification Policies and process as documented at <http://tickets.tickets>
- e) Your payment of the application, registration, renewal and reinstatement fees as applicable;
- f) A listing and advertisement period of up to 30 (thirty) days on the <http://check.tickets> website; and
- g) The Registry accepting your application.

2. Multiple Domain Registrations:

The Registry in accordance with ICANN policies, reserves the rights to refuse to process multiple domain registrations.

3. Limitation of Liability:

3.1 You understand that the Registry disclaims, and you agree that the Registry is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registrar. The Registry will not be held liable, nor refund a domain name registration due to spelling errors/typos.

4. Fees:

4.1 Payment of fees including any Application Fees is a condition to domain registration.

4.2 All Application Fees, including Sunrise Application Fees, are non-refundable.

You agree that the Registrar may retain the Application Fees even in the event the registration is not successful. Under no circumstances will the Application Fees be refunded.

4.3 EAP fees must be paid in addition to the registration fee including any premium tiered fees.

4.4 Redemption Fees will be payable should the non-renewal of a domain result in the domain entering the redemption grace period and the registrant of the expired domain requests to renew during the Redemption Grace Period.

5. Required domain registration information

5.1 Registration information

As part of the domain registration process and in accordance with ICANN Policies, a domain registrant is required to submit and keep current and accurate the following information (collectively, the "Registration Information"):

- a) The domain registrant's name and postal address;
- b) The domain being requested;
- c) Administrative contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain; and
- d) Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

5.2 Enhanced WHOIS Verification

In order to ensure the accuracy of registration data, the Registry will verify the Whois information for all Applications. For full details see <http://tickets.tickets/policies>. It is a contractual requirement of registering a .tickets domain that complete and accurate Whois information is supplied.

As part of the Enhanced Whois Verification, the Registry will verify that the following conditions are satisfied:

- (a) The Registrant's name can be verified by checking against a third party database;

AND

- (b) The Registrant's address can be verified by checking against a third party database.

5.2.1 Where the Registry is unable to verify the above conditions, it may contact the Registrar and/or the Applicant directly and ask that the inaccurate or incomplete Whois information be corrected or further documentary evidence to be submitted. For the purposes of Enhanced Whois Verification, the documentary evidence could be one or more of the following:

- (a) In the case of a natural person:

- (i) A valid driving licence;
- (ii) A valid passport;
- (iii) A valid national ID card;
- (iv) A National Insurance card (for UK citizens);
- (v) A residence permit;
- (vi) A utility bill from the last 3 months; or
- (vii) A bank statement from the last 3 months.

(b) In the case of a domain for a business or organisation:

- (i) A business license;
- (ii) A certificate of formation;
- (iii) Articles of incorporation;
- (iv) A corporate operating agreement;
- (v) Charter documents;
- (vi) An attorney opinion letter;
- (vii) A mission statement for non-profit organization;
- (viii) An official company letterhead; or
- (ix) A company stamp.

5.2.2 Failure to provide accurate Whois Data and/or documentary evidence at the request of the Registry may result in the suspension or cancellation of an Application or Registration.

5.2.3 The Registry will conduct Enhanced Whois Verification on change of registrant's name and/or address.

5.2.4 You agree that the Registry and/or Registry Verification Agent may from time to time contact you to comply with the policies herein.

5.3 Additional registration information.

In addition, in accordance with ICANN policies, the Registrar is obligated to maintain additional information relating to a domain registration, which may include (collectively, "Additional Registration Information"):

- a) The date of the domain registration;
- b) The submission date and time of the registration application;
- c) Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- d) Records of account for your domain registration, including dates and amounts of all payments and refunds;
- e) The IP addresses of the primary nameserver and any secondary nameservers for the domain;
- f) The corresponding names of those nameservers;
- g) The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;

- h) The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain; The expiration date of the registration; and
- i) Information regarding all other activity between you and Registrar regarding your domain registration and related services.

5.4 Use of registration information and additional registration information.

You agree and acknowledge that the Registrar will make available the Registration Information and Additional Registration Information to other third parties such as, ICANN, the Registry Operator and its third party data escrow, Registry Verification Agent, and registry services providers; and as applicable laws may require or permit. By Applying for the .tickets domain name you agree that the .tickets Registry and its third party agents may contact you with regards to processing your application for .tickets domain name.

Additionally, you acknowledge and agree that the Registry may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Registrar may or must make available to the public or to private entities, and the manner in which such information is made available.

5.5 Advertisement Period of up to 30 days

If you are applying for a domain name under the “Standard Track Processing” you agree for the domain name(s) you submitted with your application to be published on the <http://check.tickets> website, and published through other media. The purpose of such publishing is to alert third parties of the application in order that, should they have rights in respect of the domain name applied for and advertised, they can submit their own application for the same .tickets domain name. In such cases all applications for the relevant name will be subjected to a request for provision to the Registry of evidence of any existing rights in or use of the name in respect of tickets or other ticketing goods or services. For further information see the full policies at <http://tickets.tickets/policies>.

5.6. Standard Track Processing – Risk of Competing Application(s)

If you submit your requested domain name for Standard Track Processing, an Eligible Rights holder who successfully submits an application for the same domain name may be awarded the domain name. If you as the original applicant can also demonstrate an Eligible Right, the name will be allocated to you. Full details of the qualifications for an Eligible Right are found in the policies at <http://tickets.tickets/policies>.

6. Fast Track Applications

If you can demonstrate having an Eligible Right in the Requested Name you may bypass the Advertisement Period by requesting Fast Track Processing.

6.1 You must request Fast Track Processing within 5 (five) Business Days of being contacted by the Registry with notice of receipt of your application.

6.2 If you do not request a Fast Track Application within the period specified above, then the Application will be published on the Registry-managed website <http://check.tickets> for up to 30 (thirty) days, via which website third parties may submit Competing Applications for the identical domain name(s).

6.3 For full terms and conditions on the Fast Track Application and Eligible Rights please see <http://tickets.tickets/policies>.

7 Privacy Policies You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information. The full details of the Registry Privacy Policy which may be updated from time to time can be found at <http://tickets.tickets/policies>.

8 Registry prohibits proxy/privacy registration services

8.1 You may not use any privacy or proxy service for a .tickets domain name. Whois information must be true and accurate and contain the registrant data for the entity registering the domain that meets the eligibility policies of the Registry.

8.2 The registry reserves the right to offer registry privacy services.

9 Obligations regarding information updates and accuracy

As a condition to continued registration of your domain, you must keep the Registration Information current, complete and accurate. You may access your Registration Information in the Registrar's possession to review, modify or update such Registration Information, by accessing the Registrar's domain manager service, or similar service, made available at the Registrar's website. In accordance with ICANN policies, you acknowledge and agree that if you wilfully provide inaccurate information or fail to update your Registration Information promptly will constitute a material breach of this Agreement and may result in the cancellation of your domain registration. You further agree that your failure to respond in less than ten (10) Business Days to inquiries by the Registrar concerning the accuracy of the Registration Information or immediately upon discovery of any wilful inaccuracy (including e.g. phone number of the type 555-1212, 000-0000) associated with your domain registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain registration.

10 Ownership of data

You agree and acknowledge that the Registrar owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Registrar owns the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorised contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the Whois or similar database; and (e) any other information the Registrar generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Registrar does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database.

11 Registry Lock Services

All .tickets domains may apply for the additional security of the Registry's Lock Services. Details of the Service can be found in the full policy documentation at <http://tickets.tickets/policies>.

12 Registration renewal

12.1 Renewal obligations

You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration. You may renew your domain at any time before the expiration date.

12.2 Information requirements for renewals

Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

12.3 Redemption Grace Period

If you fail to renew your domain name during the period and the domain lapses into the Redemption Grace Period, and you then wish to renew your domain you will be charged an additional Redemption Fee.

13. Dispute resolution policy

13.1 You agree to be bound by the appropriate domain dispute resolution policies applicable to the .tickets domain that you have selected. The dispute policies can be found at <http://tickets.tickets/policies>. These dispute policies are a component of every Agreement and are hereby incorporated and made a part of this Agreement by reference. You agree that you will be subject to the provisions specified in the dispute policies in effect at the time your domain registration is disputed. In the event a domain dispute arises, you will indemnify and hold Registrar and the Registry harmless. The dispute policies may be modified at any time by the Registry and your continued use of the domain registered to you after any such modification shall constitute your acceptance of the modified dispute policies and this Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled.

14. Change of registrant of the domain(s)

14.1 Transfer of registration to another registrant

When transferring a domain name to the new Registrar of record and simultaneously or subsequently changing the name of Registrant, you agree that any such transfer will be subject to Enhanced Whois Verification and Standard or Fast Track Processing. At the time of transfer, you must complete all required information and you may be requested to provide documentation for the Enhanced Whois Verification through the online transfer application. The Registrar and/or the Registry may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another Registrar.

14.2 Transfer of domain names is subject to all the Registry policies at <http://tickets.tickets/policies> and other policies herein.

15. Acceptable Use Policy

15.1 The Registrant must comply with the .tickets Anti-Abuse and Acceptable Use Policy at <http://tickets.tickets/policies>. In support of the Registry's aim of protecting both rights holders and consumers, its Acceptable Use Policy prohibits certain activities including:

- a) Selling fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other products including tickets;
- b) Transmitting or redirecting to misleading information about the value, price, quality and/or availability of goods or services (including tickets);
- c) Transmitting or redirecting to misleading information concerning its relationship with a source of goods and services (including tickets);
- d) Breaching consumer protection regulations; or
- e) Impersonating others.

15.2 Additional Terms in relation to .tickets Acceptable Use Policy

All registrants must:

15.2.1 Comply with all obligations, imposed by ICANN, in connection with its Governmental Advisory Committee Advice;

15.2.2 Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse;

15.2.3 Generally conduct their activities in the interests of the consumers they serve and comply with consumer protection regulations; and

15.2.4 Comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosure.

16. Agents and licensing

Subject to the Registry's prohibition on use of proxy and privacy services, you agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Agreement, including the dispute policies. The name listed as registrant of the domain or the appropriate officer of a listed organisation (at the Registrar's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you remain fully liable for any actions of the licensee using the domain.

17. Representations and warranties

In the event that, in registering the domain, you are providing information related to a third party or on behalf of an organisation or a company, you hereby represent and warrant that you: (a) are duly authorised to register the domain(s); (b) have provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement; and (c) have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate and that you are not a proxy.

18 Indemnification

This indemnification obligation shall survive the termination or expiration of the registration agreement.

18.1 Indemnification of the Registrar and the Registry

You will indemnify, hold harmless, and defend the Registry, the Registrar and all their subsidiaries and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Agreement or any of the Registry and or the Registrar's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" includes without limitation fees and costs incurred to interpret or enforce this section. The Registrar and the Registry may, at its expense, employ separate counsel to monitor and participate in the defence of any Claim. The Registrar will provide you with reasonably prompt notice of any Claim.

18.2 Indemnification of ICANN and Registry

You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to the Registrar and the .tickets Registry and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same.