

SUNRISE DISPUTE RESOLUTION POLICY - .GAY

Top Level Design LLC

January 3, 2020

Sunrise Dispute Resolution Policy

Top Level Design LLC (“Registry”) has entered into a Registry Agreement (“RA”) with the Internet Corporation of Assigned Names and Numbers (“ICANN”) to manage and maintain the registry for the new generic top-level domain (“TLD” and/or “gTLD”) .GAY. This policy is applicable to the .GAY TLD. ICANN requires all registries to provide a Sunrise Dispute Resolution Policy and this policy is intended to comply with that mandate.

1. Defined Terms

Definitions are provided in the definitions section of the .GAY Registry-Registrar Agreement or as otherwise defined in the body of the Policy.

Application means the complete and technically correct request for a domain name, which complies with Registry Policies.

Business Day means 09:00 to 17:00 excluding public holidays as observed in the United States of America.

CentralNic Console refers to the Registrar interface at <https://registrar-console.centralnic.com/dashboard/login> or such other location as amended from time to time.

Challenge means a dispute related to an Application submitted during the Sunrise Period or a Sunrise Registration, brought about on the grounds for dispute described in this policy, **Challenged** shall have a corresponding meaning.

Complainant means a third party seeking to challenge an Application submitted during the Sunrise Period or a Sunrise Registration on the grounds described in this policy.

Early Access Period means the seven (7) day period of time following Sunrise Phase II and preceding General Availability for the .GAY TLD wherein any interested natural or legal person may apply for any available second-level domain in the .GAY TLD. Early Access Period registrations will include a supplementary one-time registration fee in addition to the standard domain registration fee.

ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

ICANN Registry Agreement Date refers to the date on which we signed the Registry Agreement for .GAY.

Identical Match means that a domain name and a mark are identical according to the matching rules as defined by ICANN, and the TMCH Sunrise and Claims Operator.

Published Policies collectively means:

- those specifications and policies established and published from time to time by us or any of our designated representatives; and
- any ICANN Temporary Specifications or Policies and Consensus Policies or any Rights Protection Mechanisms and associated rules, policies, requirements and procedures (as defined in our agreement with ICANN).

Registrant means a natural or legal person, company or organization in whose name a domain name is allocated in the .GAY TLD.

Registrar means an entity that is authorized to offer domain name registrar services in relation to the TLD.

Registry means Top Level Design, LLC, the entity responsible for managing and maintaining the .GAY TLD.

Respondent means the Registrant of a Sunrise Registration against which a Challenge is initiated.

Response means a written response to a Challenge from a Respondent which conforms with the requirements of this Policy. Non-conforming responses may not be considered in the examination of the Challenge.

Service means the services that we provide in relation to the TLD.

SMD File means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with certain information.

Sunrise Dispute Evaluation Panel means a group of individuals appointed by us to examine a Challenge.

Sunrise Period means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Early Access Period and General Availability.

Sunrise Phase I means the approximately fifty (50) day registration period preceding Sunrise Phase II, the Early Access Period and General Availability for the .GAY TLD as mandated by ICANN. During Sunrise Phase I, Sunrise-Eligible Rights Holders may apply for a .GAY domain name that is an Identical Match to their SMD File on a first-come, first-served basis.

Sunrise Phase II means the approximately thirty (30) day registration period following Sunrise Phase I, and preceding the Early Access Period for the .GAY TLD. During Sunrise Phase II, Sunrise-Eligible Rights Holders may apply for a .GAY domain name that is an Identical Match to their Validated Trademark Registration on a first-come, first-served basis.

Sunrise Registration means a domain name allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

Sunrise-Eligible Rights Holders means:

- a) for Sunrise Phase I, Trademark Holders who have been issued an SMD File from the TMCH Sunrise and Claims Operator; or
- b) for Sunrise Phase II, a natural or legal entity that is the registrant of a trademark in an internationally recognized trademark registry and whose ownership thereof is verified by .GAY registry services provider CentralNic.

TLD Date refers to the date that .GAY was delegated to the root.

TMCH Sunrise and Claims Operator means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

Trademark Application Date means the date so designated in the information received in relation to an application from the TMCH Sunrise and Claims Operator, or recognized international trademark registry as applicable.

Trademark Clearinghouse Guidelines means the guidelines which can be found at the following link www.trademark-clearinghouse.com (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of an SMD File.

Trademark Clearinghouse 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.

Trademark Registration Date means the date so designated in the information received in relation to an application from the TMCH Sunrise and Claims Operator.

Validated Mark means:

- a) in the case of Sunrise Phase I, a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use; or

b) in the case of Sunrise Phase II, a mark that has been registered in an internationally recognized trademark registry and validated by CentralNic.

We, us and **our** means the Registry or our designated representatives.

2. Purpose

The purpose of this policy is to provide a method by which Challenges relating to a Sunrise Registration may be resolved.

We have developed a Sunrise Policy that meets the requirements of ICANN in relation to the implementation of certain Rights Protection Mechanisms for the TLD. Our Sunrise Policy can be found at the following link <https://www.toplevel.design/policy> and the CentralNic Console.

In addition to the Sunrise Policy, ICANN's requirements also prescribe the implementation of a mechanism to address Challenges arising from the application of that policy.

This Policy and others issued by us are incorporated by reference into the agreement entered into by a Registrant at the time of registration of a domain name.

3. Policy Statement

3.1 Application of this Policy

This policy applies to Sunrise Registrations and comes into effect upon the domain name being registered. This policy continues to apply until such time that the Sunrise Registration:

1. is not renewed by the Registrant; or
2. is transferred to another Registrant; or
3. is cancelled by some other process, which may include an alternative dispute resolution process; or
4. exceeds a 12 months period from conclusion of the Sunrise Period.

3.2 Grounds for Challenge

This policy covers Challenges regarding a Sunrise Registration the following grounds:

Ground 1: A Sunrise Registration was accepted which is not an Identical Match to a Validated Mark on which the registration was based.

Ground 2: The policy for Sunrise Registrations was not correctly applied in rejecting or allowing a Sunrise Registration.

- Ground 3: The trademark registration on which the Sunrise Registration is based was not:
- a. issued on or before the ICANN Registry Agreement Date; and
 - b. applied for before the TLD Date.

A challenge brought on these grounds will be subject to this Policy, each of which are described further in this document.

Challenges relating to a Sunrise Registration which relate to a mark's inclusion in or rejection from, the Trademark Clearinghouse or its underlying validity will be directly referred to the TMCH Sunrise and Claims Operator. The TMCH Sunrise and Claims Operator has published its Trademark Clearinghouse Dispute Resolution Procedures on their website at the following link: <https://www.trademark-clearinghouse.com/dispute>

3.3 Multiple Challenges

Where more than one challenge is received in relation to the same domain name, each Challenge will be addressed in the order in which it was received.

A Challenge may not relate to more than one domain name.

3.4 Timing

A Challenge must be filed, if at all, no later than ninety (90) days following the close of Sunrise Phase II.

3.5 Internal Review

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to the Registry at disputes@toplevel.design.

When possible, the Registry may attempt to resolve the issue internally without charge. Especially in the case that the matter is more appropriately dealt with by the TMCH, it will advise the potential Complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute internally, it will notify the potential Complainant of the escalation of the internal review and provide the Complainant with the opportunity to file a Challenge in accordance with the specifications set forth herein.

3.6 Language

The language of all submissions and proceedings under this policy will be English.

Supporting evidence may be provided in its original language, provided such information is accompanied by a certified English translation of all relevant text.

3.7 Burden of Proof and Persuasion

The burden of persuasion shall lie with the Complainant. The burden of proof shall be clear and convincing evidence.

3.8 Frivolous Challenges

A Complainant, Complainant's counsel, or Complainant's counsel's firm, that is found to be responsible for a minimum of three (3) complaints deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a Complainant that has habitually lodged vexatious complaints, persistently and without grounds. In denying use of this policy, the Registry may consider the number of complaints lodged under this Policy or related Registry policies and paths of dispute resolution, which were resolved in favor of a Respondent, or otherwise consider a pattern of abusing this Policy and related policies.

3.9 Format of the Challenge

In addition to meeting the specific requirements set forth below, The Challenge itself shall be limited to 1000 words and no more than five (5) exhibits constituting no more than fifty (50) pages in total, and shall specify by particular reference to the paragraphs of this Policy the basis for the Complaint. In the event the Complainant believes it requires a greater word, exhibit, or page limit, the Complainant may request leave to file additional material. No additional material may be filed or will be considered without grant of such leave by the Sunrise Dispute Evaluation Panel.

The Challenge shall particularly identify a factual basis for a reasonable belief for each of the allegations therein. Mere lack of knowledge or conclusory allegations shall not constitute a reasonable belief, in the absence of evidence of due diligence to support the allegations of the Challenge.

The Challenge shall contain the following certification: "Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Complainant certifies that the information contained in this complaint is to the best of Complainant's knowledge complete and accurate, that this complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this complaint are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

3.10 Format of the Response

In addition to meeting the specific requirements set forth below, and although no formal Response is required, a Response under this Policy may be submitted to the Registry within 30 days of notification by the Respondent of the Complaint. The Response shall be limited to 1000 words and no more than five exhibits constituting no more than fifty (50) pages in total, and may dispute the allegations of the Complaint as appropriate. In the event the Registrant believes it requires a greater word, exhibit, or page limit, the Registrant may request, in the Response, leave to file additional material. In the event the Respondent believes it requires a greater word, annex, or page limit, the Complainant may request leave to file additional material.

Absence of a Response shall not constitute an admission by the Respondent as to any allegation of the Complaint.

The Response shall include the following certification: "Respondent agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Complainant and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) the Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Respondent certifies that the information contained in this response is to the best of Respondent's knowledge complete and accurate and that the assertions in this response are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

3.11 Remedies

The remedies available to a Complainant shall be limited to requiring the cancellation or creation of the domain name, or the transfer of the domain name registration from the Respondent to the Complainant in the circumstances described in this policy.

3.12 Maintaining the Status Quo

Except as may be required by other policies or legal requirements, we will not cancel, create, transfer, activate, deactivate, or otherwise change the status of any domain name subject to this policy, except as provided herein.

3.13 Transfers of Sunrise Registrations Under this Policy

Transfers to Another Registrant during a Challenge

Upon being notified that a domain name is subject to a Challenge as described in this policy the domain name may not be transferred to another Registrant until notification has been provided to you by us that any outstanding Challenge has been assessed and resolved in favor of the Respondent.

Transfer of Registrar During a Challenge

A Sunrise Registration that is subject to a Challenge under this policy may not be transferred to another Registrar until all Challenges have been resolved.

Transfers as a Result of an Upheld Challenge

Where a Complainant requests that a domain name is transferred to them as a result of a Challenge found in favor of the Complainant, the Complainant must supply such information that we require to effect that transfer. Where such information is additional to that provided in lodging the Challenge, the Complainant will have five (5) Business Days to provide such information. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

The Challenger must agree to make the same warrants and agreements, including to be bound by this and any other policy issued by us, when requesting the transfer of the domain name, and must enter into an agreement with a Registrar for that domain name.

3.14 Creation of Sunrise Registrations Under this Policy

Where a Complainant requests that a domain name is created as a result of a Challenge found in favor of the Complainant, the Complainant must supply such information that we require to effect that domain name being created. Where such information is additional to that provided in lodging the Challenge, the Complainant will have five (5) Business Days to provide such information. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

The Challenger must agree to make the same warrants and agreements, including to be bound by this and any other policy issued by us, when requesting the creation of the domain name and must enter into an agreement with a Registrar for that domain name.

3.15 Decisions made by the Sunrise Dispute Evaluation Panel

The Challenge will be assessed by the Sunrise Dispute Evaluation Panel on the facts provided by the Complainant and the Respondent. The Sunrise Dispute Evaluation

Panel assessment is of an administrative nature and the Sunrise Dispute Evaluation Panel shall not be required to provide reasons for its assessment.

The Registrar of the Sunrise Registration, Respondent and the Complainant agree that the decision of the Sunrise Dispute Evaluation Panel is final and agree to abide by its decision.

The Registrar of the Sunrise Registration, Respondent and the Complainant will indemnify, defend and hold harmless us against any claim brought or filed by a third party against us in relation to the decision of the Sunrise Dispute Evaluation Panel.

3.16 Challenges Related to Ground 1

General

Challenges related to Ground 1 may be introduced by a Complainant for asserting one of the three (3) categories described in this section. A Challenge on Ground 1 must assert that one of the following is true:

Category 1: A Sunrise Registration was accepted, which at the time the domain name was registered, was not an Identical Match with a Validated Mark.

Category 2: A Sunrise Registration, which at the time the domain name was registered, was an Identical Match to a Validated Mark; however as the result of another process the mark is no longer a Validated Mark.

Category 3: A Sunrise Registration, which at the time the domain name was registered, was an Identical Match to a Validated Mark; however the Sunrise Registration was not registered to the holder of the Validated Mark.

Procedure

Challenges related to Ground 1 must be lodged by completing the form attached as Appendix A to this document.

Forms must be submitted electronically, to the email address specified on the form.

The Sunrise Dispute Evaluation Panel will perform a preliminary investigation to examine the information provided to ensure that all information required has been received.

Where the information received is incomplete or found to be deficient the Sunrise Dispute Evaluation Panel will notify the Complainant. The Complainant shall have ten (10) Business Days to provide any additional information that the Sunrise Dispute

Evaluation Panel may request. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

Examination of the Challenge

Upon receipt of full and complete information from the Complainant, the Sunrise Dispute Evaluation Panel will:

- notify the Respondent of the Challenge; and
- allow the Respondent fifteen (15) Business Days in which to respond to the Challenge. After the period of time to respond for the Respondent expires the Sunrise Dispute Evaluation Panel will examine the Challenge and make an assessment within fifteen (15) Business Days.

In making its assessment the Sunrise Dispute Evaluation Panel will use the information received:

- During the registration process for the Sunrise Registration;
- Any relevant information that is available to us and the Sunrise Dispute Evaluation Panel;
- Information that has been provided by the Complainant in lodging the Challenge; and/or
- Information that has been provided by the Respondent in responding to the Challenge.

Outcomes of the Challenge

A summary of the steps taken and the assessment made by the Sunrise Dispute Evaluation Panel will be communicated to the Complainant and the Respondent by e-mail.

Where the Sunrise Dispute Evaluation Panel assesses in favor of the Respondent, then no further action will be taken in relation to the Challenge.

Where the Sunrise Dispute Evaluation Panel makes the asses in favor of the Complainant, the Sunrise Dispute Evaluation Panel will:

1. Notify the Respondent of the assessment and the consequences of that assessment and invite the filing of a Response;
2. After due consideration of the Response, if any, notify the TMCH Sunrise and Claims Operator of the assessment and the consequences of that assessment; and

3. After fifteen (15) Business Days of providing such notification to the Respondent:
 - a. cause the domain name to be deleted, or
 - b. where requested to do so by the Complainant, cause the domain name to be transferred.

3.17 Challenges Related To Ground 2

General

Challenges related to Ground 2 may be introduced by a Complainant for asserting one or both of the two (2) categories described in this section. A Challenge on Ground 2 must assert that one or both of the following is true:

Category 1: A request for a domain name during the Sunrise Period was rejected despite the Complainant providing such information required to establish that the domain name requested was an Identical Match to the Validated Mark.

Category 2: The policy and rules for Sunrise Registrations were not correctly applied in allocating a Sunrise Registration.

Procedure

Challenges related to Ground 2 must be lodged by completing the form attached as Appendix B to this document.

Forms must be submitted electronically, to the email address specified on the form.

The Sunrise Dispute Evaluation Panel will perform a preliminary investigation to examine the information provided to ensure that all information required has been received.

Where the information received is incomplete or found to be deficient the Sunrise Dispute Evaluation Panel will notify the Complainant. The Complainant shall have ten (10) Business Days to provide any additional information that the Sunrise Dispute Evaluation Panel may request. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

Examination of the Challenge

Upon receipt of full and complete information from the Complainant, the Sunrise Dispute Evaluation Panel will, where the domain name which is the subject of a Challenge exists as a Sunrise Registration, notify the Respondent of the Challenge.

The Sunrise Dispute Evaluation Panel will examine the Challenge and make an assessment within fifteen (15) Business Days.

In making its assessment the Sunrise Dispute Evaluation Panel will use the information received:

- during the registration process for the Sunrise Registration;
- any relevant information that is available to us and the Sunrise Dispute Evaluation Panel; and/or
- information that has been provided by the Complainant in lodging the Challenge.

Outcomes of the Challenge

A summary of the steps taken and the assessment made by the Sunrise Dispute Evaluation Panel will be communicated to the Complainant by e-mail.

Where the Sunrise Dispute Evaluation Panel makes the asses in favor of the Complainant the Sunrise Dispute Evaluation Panel will:

Where the domain name which is the subject of the Challenge is available:

1. Notify the TMCH Sunrise and Claims Operator of the assessment and the consequences of that assessment; and
2. After providing such notification to the TMCH Sunrise and Claims Operator, cause the domain name to be created as a Sunrise Registration using the information provided by the Complainant.

Where the domain name which is the subject of the Challenge is not available:

1. Notify the Respondent of the assessment and the consequences of that assessment and invite the filing of a Response;
2. After due consideration of the Response, if any, notify the TMCH Sunrise and Claims Operator of the assessment and the consequences of that assessment; and
3. After fifteen (15) Business Days of providing such notification to the Respondent:
 - a. a cause the domain name to be deleted, or
 - b. where requested to do so by the Complainant, cause the domain name to be transferred.

3.18 Challenges Related to Ground 3

General

These Challenges may be introduced by a Complainant claiming that the trademark registration on which the Sunrise Registration is based was not issued on or before the ICANN Registry Agreement Date and was not applied for before the TLD Date.

Procedure

Challenges related to Ground 3 must be lodged by completing the form attached as Appendix C to this document.

Forms must be submitted electronically, to the email address specified on the form.

The Sunrise Dispute Evaluation Panel will perform a preliminary investigation to examine the information provided to ensure that all information required has been received.

Where the information received is incomplete or found to be deficient the Sunrise Dispute Evaluation Panel will notify the Complainant. The Complainant shall have ten (10) Business Days to provide any additional information that the Sunrise Dispute Evaluation Panel may request. Should the Complainant fail to provide such information within this timeframe the Challenge will be considered abandoned.

Examination of the Challenge

Upon receipt of full and complete information we will:

- notify the Respondent of the Challenge; and
- examine the Challenge and make an assessment within fifteen (15) Business Days.

The Sunrise Dispute Evaluation Panel will assess, if based on the supplied evidence, the trademark registration on which the Sunrise Registration is based, was not:

1. Issued on or before the ICANN Registry Agreement Date; and
2. Applied for before the TLD Date.

Only in cases where the information supplied satisfies both criteria will the Challenge be upheld.

A summary of the steps taken and the assessment made the Sunrise Dispute Evaluation Panel will be communicated to the Complainant by e-mail.

Outcomes of the Challenge

Where the Sunrise Dispute Evaluation Panel assesses that both elements of the grounds for Challenge have been met we will:

1. Notify the Respondent of our assessment and the consequences of that assessment and invite a Response;
2. After due consideration of the Response, if any, notify the TMCH Sunrise and Claims Operator of our assessment and the consequences of that assessment; and
3. After fifteen (15) Business Days of providing such notification to the Respondent, cause the domain name to be deleted.

Further policy and procedure in relation to the TLD can be found at the following link: <https://toplevel.design/policy>

3.19 Implementation of Decision

Any domain names in the TLD involved in the proceedings described above will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The Registry will implement the decision after ten (10) business days, in the absence of notice to the Registry of an action filed by the Complainant or the Respondent in the jurisdiction of: (a) the Registry, (b) the Registrant, or (c) the stated jurisdiction of the registration agreement, whereupon implementation of the Decision will be determined by the relevant litigation provisions of the [Uniform Domain Name Dispute Resolution Policy](#). If the Registry receives such notice within the ten day period, it will not implement the decision, and will take no further action, until the Registry receives (i) satisfactory evidence of a resolution between the parties; (ii) satisfactory evidence that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering that a party/parties have no right to the domain name(s) in dispute.

If the Sunrise Dispute Evaluation Panel finds that the Complaint succeeds, the Registry in its discretion shall determine the most appropriate remedy for the parties consistent with the decision of the Panel. This may include but is not limited to: revocation or cancellation of the disputed domain name(s) without refund of any fees collected; transfer of domain name(s) to the Complainant, provided that the Complainant agrees to the same terms as required for registration in the relevant TLD.

In the event that a complaint under this Policy is not upheld, the disputed domain(s) will be retained by the Respondent and any lock in place will be lifted.

3.20 Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the 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 will be terminated (in the sole discretion of the Sunrise Dispute Evaluation Panel as to the competence of such jurisdiction) in deference to the outcome of such other proceeding.

4. Miscellaneous

The Registry reserves the right to modify this Policy at any time subject to the terms of its Registry contract with ICANN and its Registry Registrar Agreement. A revised Policy shall be notified to Registrars and posted publicly on the registry website at least ninety (90) calendar days before it becomes effective. If this SDRP has already been invoked by the submission of a complaint, the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change. In the event that registrant objects to a change in this Policy, the sole remedy is to cancel the registration or application for registration, in such a case, the registrant will not be entitled to a refund of any fees paid in connection with such registration. The current version of this Policy will be available at the Registry website: <https://www.toplevel.design/policy> and on the CentralNic Console.

Appendix A

Where an individual is submitting the Challenge, the individual must detail:

- Name of individual
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Where an individual is completing a form on behalf of a business entity:

- The name of entity
- Business registration number
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Sunrise Registration details:

- Domain name
- Trademark record identification number
- Name of the trademark record being challenged
- Name of the trademark holder associated with the trademark record being challenged

Reason for the Challenge:

Describe, in accordance with the policy, the grounds on which the challenge is made including, in particular, why the domain name that is the subject of the dispute should be considered to have been registered in violation of the Sunrise Policy, in that:

Category 1: a Sunrise Registration at the time the domain name was registered was not an Identical Match with a Verified Mark; or

Category 2: a Sunrise Registration at the time the domain name was registered was an Identical Match to a Verified Mark, however as the result of another process the mark is no longer a Verified Mark; or

Category 3: a Sunrise Registration was an Identical Match to a Verified Mark, however the Sunrise Registration was not registered to the holder of the Verified Mark.

Attach supporting information to substantiate the claim.

Specify, in accordance with the Policy, the remedies sought, i.e. transfer or cancellation of the domain name registration.

Identify any other proceedings that have been commenced or terminated in connection with or relating to the domain name that is the subject of the Challenge.

Representation, Warranty and Acknowledgement:

By signing and submitting this Challenge Request Form, the Complainant declares, warrants and acknowledges that, to the best of the Complainant's knowledge, the above statements are true, correct and not fraudulent.

Name:

Signature:

Date:

Submitted via email to: disputes@toplevel.design

Appendix B

Where an individual is submitting the Challenge, the individual must detail:

- Name of individual
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Where an individual is completing a form on behalf of a business entity:

- The name of entity
- Business registration number
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Sunrise Registration details:

- Domain name
- Trademark record identification number

Reason for the Challenge:

Describe, in accordance with the policy, the grounds on which the challenge is made including, in particular, why:

Category 1: a request for a domain name during a Sunrise Period was rejected despite the Complainant providing such information required to establish that the domain name requested was an Identical Match to a Verified Mark; or

Category 2: the policy and rules for Sunrise Registrations were not correctly applied in allocating a Sunrise Registration.

Attach supporting information to substantiate the claim.

Specify, in accordance with the Policy, the remedies sought, i.e. transfer or cancellation of the domain name registration.

Identify any other proceedings that have been commenced or terminated in connection with or relating to the domain name that is the subject of the Challenge.

Representation, Warranty and Acknowledgement:

By signing and submitting this Challenge Request Form, the Complainant declares, warrants and acknowledges that, to the best of the Complainant's knowledge, the above statements are true, correct and not fraudulent.

Name:

Signature:

Date:

Submitted via email to: disputes@toplevel.design

Appendix C

Where an individual is submitting the Challenge, the individual must detail:

- Name of individual
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Where an individual is completing a form on behalf of a business entity:

- The name of entity
- Business registration number
- Postal / Street Address
- City
- State / Province
- Postal / Zip Code
- Country
- Phone Number
- Fax Number
- Email address

Sunrise Registration details:

- Domain name(s)
- Name of the trademark record being challenged
- Trademark record identification number
- Trademark application date
- Trademark registration date
- Name of the trademark holder associated with the trademark record in challenge

Reason for the Challenge:

Describe, in accordance with the policy, the grounds on which the challenge is made. Attach evidence which must be notarized or certified by the relevant authority in that jurisdiction evidencing the dates on which the trademark was registered and the date on which it was issued.

Representation, Warranty and Acknowledgement:

By signing and submitting this Challenge Request Form, the complainant declares, warrants and acknowledges that, to the best of the complainant's knowledge, the above statements are true, correct and not fraudulent.

Name:

Signature:

Date:

Submitted via email to: disputes@toplevel.design