

DotSport Registration Policy

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1. Summary

This policy sets forth the criteria which all domain names must meet in order to be registered in .SPORT (hereinafter TLD). Specifically, this policy addresses registrant eligibility (who can register), name selection (different domain name classifications permitted to be registered) and name allocation (how different classes of domain names can be allocated). Failure to comply with this Policy is a basis for a domain name registration to be denied, suspended, transferred and/or cancelled.

2. Definitions

- a. Applicant: A person, business or organization that requests registration of a domain name in TLD.

- b. Registrant: The holder of a domain-name registration in the TLD.
- c. Registrar: An entity accredited by ICANN and authorized by the Registry Operator to distribute domain names in the TLD.
- d. Registry Operator: Global Association of International Sports Federations (GAISF).
- e. Registry Agreement: The agreement between Registry Operator and ICANN for the TLD.
- f. Policy: Registration Policy.
- g. TLD: .SPORT
- h. ICANN: The Internet Corporation for Assigned Names and Numbers.

3. Acceptance of this Registration Policy

- a. By applying to register a .SPORT domain name, or by asking to maintain or renew a .SPORT domain name, the Registrant agrees to be legally bound by:
 - This Registration Policy set forth by the Registry Operator, as amended from time to time;
 - The Registration Agreement provided by the sponsoring Registrar through which the Registrant applied for a .SPORT domain name; and
 - Any other policies mandated by ICANN from time to time.
- b. The Registrant represents and warrants to the Registry Operator that the statements that the Registrant made in the Registration Agreement with the Registrar sponsoring the .SPORT domain name are complete and accurate.
- c. The Registrant agrees and acknowledges that it is his/her sole responsibility to determine whether the interested .SPORT domain name registration and its use complies with this Registration Policy.
- d. All .SPORT domain names shall be in accordance with the syntax norms established by ICANN and by the Registry Operator, and shall not consist of any of the reserved names established by the Registry Operator. The Registrant acknowledges that a domain name registered against the syntax norms, the reserved names, or this Registration Policy may be cancelled without a refund. The Registry Operator will not be liable in any case for such cancellation.
- e. The Registry Operator cannot guarantee that the Registrant will obtain a desired domain name, even if an inquiry indicates that such domain name is available at the time of the application.
- f. The Registrant acknowledges and agrees that registration of the chosen .SPORT domain name does not confer immunity from objection to the registration or use of the domain name, as set forth in this Policy.

4. Syntax Rules

- a. All .SPORT domain names shall be in accordance with the syntactic standards established by ICANN and the Registry Operator.

- b. All characters provided in the .SPORT IANA IDN Tables published by IANA at <http://www.iana.org/domains/idn-tables> are accepted.
- c. All .SPORT domain names, or the corresponding ACE-String respectively, must have a maximum of 63 authorized characters.

5. Registrant Eligibility

To register and renew a .SPORT domain name the Registrant must be an individual or a legal entity with a nexus to the .SPORT community at the time of registration and thereafter. Specifically, Registrants in .SPORT must be recognized performers, organizers, promoters or supporters of federated Sport, or belong to categories of Registrants recognized by the .SPORT Policy Advisory Board (PAB). Eligible Registrants include, *inter alia*:

- a. Sports Performers and Organizers: This class of registrants is intended to encompass those individuals, businesses, and organizations that produce sport content as publicly visible performers or organize and structure it. Specifically enumerated members of this group include: athletes, clubs, trainers, support staff, events, governing bodies, etc.
- b. Corporate Partners: This class of registrants is intended to encompass businesses, and organizations who support the production of sport content by providing resources in exchange for sport-related visibility, including sponsors and media.

Validation of said nexus will be carried out on a case by case basis by the Registry Operator. Registrants are required to state the intended use for the registered domain name. A false statement of intended use is an indication of bad faith and may be the basis for the suspension of the domain name.

6. Name Selection

Name selected by the Registrant must be connected to the Registrant's name or activities. Names registered with no connection to the Registrant in this sense may be suspended or even cancelled by the Registry Operator. Registry Operator has initially identified the following non-exclusive domain name classifications:

a. Community Name:

The names and acronyms of sporting International Federations as well all recognized sport disciplines. The names and acronyms of sporting International Federations shall only be delegated to the corresponding International Federation via an Application Process as detailed in Section 7.3. In the case of multiple International Federations seeking the same acronym, Registry Operator may select between competitive applicants participating in the Application Process, or elect to operate the domain name as a portal for multi-registrant use.

b. Generic Name:

A non-exclusive and generically applicable term having a primary meaning in relation to sport goods or services other than those in which a trade or service mark has been obtained. The initial default allocation mechanism in connection with a Generic Name is an Application Process as detailed in Section 7.3. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 7 during General Availability.

c. Geographic Name:

A legally recognized or commonly known name of a geographic place or region. The initial default allocation mechanism in connection with a Geographic Name is an Application Process as detailed in Section 7.3. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 7 (i.e. auction) after the Launch Period.

d. Personal Name:

The legal or commonly known name of an athlete or visible public figure within the global sport community. The initial default allocation mechanism in connection with a Personal Name is an Application Process as detailed in Section 7.3. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 7 (i.e. auction) after the Launch Period.

e. Reserved Name:

A name which is ineligible for registration due to ICANN restrictions or Registry Operator designation. Registry Operator reserves at its sole discretion:

- The ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions;
- The right to determine the time and conditions under which said domain names may be registered and/or how they may be used; and
- The right to publish or not to publish the list of reserved terms.

f. Standard Name:

All those names which do not fall within Categories 6.1 thru 6.6. The default allocation mechanism in connection with Standard Names is First-Come, First-Serve as detailed in Section 7.1. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 7.

7. Name Allocation Mechanisms

Registry Operator has initially identified the following domain name allocation mechanisms: First-Come, First Served; Auction; Request for Proposal; and Registry Operator Designated. While the initial default allocation mechanism in connection with each domain name classification has been identified above, Registry Operator may, at its sole discretion, determine the most effective means to allocate any domain name in the TLD.

a. First-Come, First-Served (FCFS):

The domain name is awarded to the first eligible Applicant (i.e., one who has filed a request for registration) for that domain name provided their request has been made through a Registrar and the Applicant and domain name comply with Registry Operator's Registration Policy. The mere acceptance of any registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval of Registry Operator of any request for registration.

b. Auction:

Multiple requests to register an available domain name will be resolved through an Auction. Registry Operator will utilize an established, neutral third party (i.e., selected service provider)

to conduct auctions in accordance with their rules and policies that will be available on/via Registry Operator's website.

c. Application Process:

Registry Operator will accept proposals from Applicants for an available domain name. Registry Operator reserves the right to impose a reasonable cost-recovery fee on any Applicant that chooses to participate in any Application Process. The rules and procedures for any Application Process will be posted on Registry Operator's website.

In exceptional cases, the Registry Operator may allocate domain names which do not meet the particular conditions of allocation when the interest of this allocation for the Sport community so justifies.

8. Letter/letter .SPORT domain names registration

As a Registrant of a letter/letter 2 character domain name, the Registrant understands and accepts that must use the domain name in a manner that does not represent or imply that neither the Registrant nor its business are affiliated with a government or a country-code manager if such affiliation, sponsorship or endorsement does not exist.

The Registrant also understands and accepts that the Registry Operator may adopt measures to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of the Registrant's letter/letter two-character domain, and that those measures may impact such domain name registration, as they may lead to suspension or even cancellation of the domain name if the Registry Operator believes there has been a contravention of any measures of this Registration Policy.

9. Challenge Process

Registry Operator has published at <https://nic.sport/policies> a Registration Eligibility Dispute Resolution Policy (REDRP) that provides an administrative challenge for (i) Applicants that believe that they have been wrongfully denied a registration in the TLD; and (ii) third parties that believe a Registrant is not in compliance with the Registration Policy.

10. Accuracy of the Contact Information

- a. Registry Operator accepts domain-name registrations only from Registrars.
- b. Registry Operator collects and processes the following data during the domain-name registration:
 - Domain name;
 - Intended use;
 - Domain category (when applicable) and launch phase (when applicable);
 - Registration period (expiration date);
 - Registrant's full name, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;

- The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and
 - The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name; and
 - Any other data element required, in which case the alternative required data elements shall replace and supersede the above-referred data.
- c. All data referred to in Section 10.2 shall be jointly referred to as "Contact Information". Providing Contact Information is mandatory in order to register a domain name.
- d. Registrant agrees to provide complete and accurate Contact Information. Registrant shall immediately correct and update the Contact Information during the term of the domain name registration. During the term of the domain name registration, Registrant shall correct and update the Contact Information within seven (7) calendar days of any change. If you are a Registrant and wish to update your domain account information, you are required to do so through your Registrar.
- e. Registrant acknowledges that a breach of this Section will constitute a material breach of this Policy, which entitles the Registry Operator, at our sole discretion, to immediately suspend or cancel de domain name.

11. Personal Data Protection

- a. The Contact Information is collected by the sponsoring Registrar (or its reseller) and will be transmitted to the Registry Operator and processed by the Registry Operator for the purposes of registering and maintaining the Registrar's .SPORT domain name. Specifically, Registrant acknowledges that the Contact Information will be:
- Processed by Registry Operator to provide registry services, as required by ICANN;
 - Used by the Registry Operator to verify compliance with this Policy;
 - Made publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;
 - Transmitted to a reputable escrow agent, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement is released, ICANN or its assignee shall have a non-exclusive irrevocable, perpetual, royalty-free license for any use related to the operation, maintenance or transition of the .SPORT TLD;
- b. Additionally, the Contact Information may be made available to ICANN for inspection, if ICANN requests so.
- c. Registry Operator publishes the domain name and associated nameservers information via the .SPORT Zone File to ensure that the domain name operates as a functional address on the Internet. Registry Operator is also bound by its Registry Agreement to make the .SPORT Zone File available to third parties through ICANN's CZDS, provided these third parties agree not to further process the .SPORT Zone File in a manner that is incompatible with the purposes for which it is collected.

- d. As required by the Registry Agreement, Registry Operator makes information about domain name Registrants available to the general public via domain-name registration database look-up (WHOIS) services. Please note that consistent with ICANN's current rules and policies, this information about Registrants must remain available in the publicly accessible registration database. These services give users access to such data on a query-by-query basis or via a searchable feature provided by Registry Operator.
- e. Registry Operator will not process the Contact Information in a manner incompatible with these purposes. Registry Operator will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.
- f. By applying for a .SPORT domain name Registrant agrees to the processing of the Contact Information in accordance with this Clause and, specifically, Registrant expressly consents to the use, copying, distribution, publication, modification and other processing and transferring of Your Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.

12. Use of the .SPORT domain name

- a. Registrant is fully responsible for the registration and use of the .SPORT registered domain name. If Registrant allows another person to use the .SPORT domain name, Registrant may be held liable for wrongful use of Registrant's domain name by the third party.
- b. Registrant will use the .SPORT domain name in a way that is:
 - generally accepted as legitimate; and
 - conducive to welfare of the .SPORT community; and
 - commensurate to the role and importance of the domain, according to the judgement that an average user would reasonably make in the context of that domain name; and
 - based on good faith at registration and thereafter.
- c. Registrant will not use the .SPORT domain name for:
 - Offering third level domain name registrations to independent third parties as a commercial registry type service;
 - The purpose of trafficking in domain names for sale, resale or transfer. Furthermore, Registrant shall not enable, contribute or willingly aid any third party to achieve the said purpose;
 - Promoting and advocating any conduct and/or activity that constitutes or may constitute an anti-doping rule violation under the World Anti-Doping Code;
 - Manufacturing, promoting and distributing any product that contains prohibited substances, as well as any prohibited method or product related to any prohibited method on the World Anti-Doping Agency List of Prohibited Substances and Methods in force;
 - Illegal gambling, match fixing or content incompatible with Sport Integrity or other values of Sport;

- Using a .SPORT domain name to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, federal or international law or regulation;
- Using a .SPORT domain name in relation to any content that Registrant does not have a right to transmit under any law or contractual obligation;
- Claiming a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship;
- Engaging in any activities that do, or are designed to, harass, or that will cause a denial-of-service for any other Internet user;
- Communicating, transmitting, or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property;
- Communicating, transmitting, or sending misleading and/or fraudulent offers;
- Adding, removing, modifying, or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other forged identifying information;
- Botnet Command and Control: Services run on a domain name that are used to control a collection of compromised computers or “zombies,” or to direct Distributed Denial of Service (DDoS) attacks;
- Distribution of Malware: The intentional creation and intentional or unintentional distribution of “malicious” software designed to infiltrate a computer system without the owner’s consent, including, without limitation, computer viruses, worms, keyloggers, and Trojans;
- Fast Flux Attacks/Hosting: A technique used to shelter Phishing, Pharming, and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find;
- Hacking: Unauthorized access to a computer network;
- Phishing: The use of email and counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- Pharming: The redirecting of unknown users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or cache poisoning;
- Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and spamming of websites and Internet forums;
- Man in the browser, man in the middle: The use of malicious software or compromised network facilities for fraudulent or deceptive purposes;

- Activities contrary to applicable law: Trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other;
- Inappropriate content: The storage, publication, display and/or dissemination of material as defined by applicable laws and regulations in respective jurisdictions.
- Failing to keep registrant WHOIS contact information up-to-date and accurate;
- Violating any .SPORT registry policies; and
- Engaging in any practice that may damage or bring into disrepute the name, image or reputation of the community and/or industry associated with the .SPORT TLD.

Clause 12.3 of this Policy is intended to provide guidance as to acceptable use of .SPORT domain names and is neither exhaustive nor exclusive.

13. Denial/Suspension/Transfer/Cancellation

- a. Registry Operator reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a domain name registration or request for registration found to be in violation of this Policy, and other registry policy, and/or any applicable law, rule or regulation.
- b. Specifically, Registry Operator and its accredited Registrars reserve the right to, in its sole discretion, deny, suspend and/or cancel the .SPORT domain name registration if:
 - Registrant fails to follow this Registration Policy, including but not limited to if Registrant directly or indirectly uses its .SPORT domain name in contradiction with any if the obligations set forth in this Policy;
 - Registrant willfully provides inaccurate or unreliable Contact Information, or intentionally or negligently fails to promptly update it;
 - Registrant fails to respond for over ten (10) days to inquiries by the Registrar or reseller sponsoring the registration and/or by Registry Operator concerning the accuracy of Contact Information associated with a .SPORT domain name or another incidence associated with a .SPORT domain name.

In case that the Registry Operator determines lack of compliance, either on this Registration Policy or on data accuracy, Registrant will be contacted to clarify and/or correct the situation. Registry Operator reserves the right to suspend the .SPORT domain name during the process. If not solved in due time (30 days), the domain name will be suspended for thirty (30) additional days. Unless the lack of compliance is corrected by this deadline, the domain name may be cancelled. Registrant acknowledges and agrees that in case of suspension and/or cancellation of a .SPORT domain name under this Clause, Registrant will not be reimbursed any registry fees.

- c. Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion and without notice, either temporarily or permanently:
 - To protect the integrity, security and stability of the Domain Name system (DNS);

- To comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement or other governmental agency or organization, or any dispute resolution process;
- To avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and members;
- To respond to or protect against any form of malware (defined to include, without limitation, malicious code or software that might affect the operation of the TLD, the Internet or which cause direct or material harm to others);
- For the non-payment of fees.

14. Prescriptive Registrant Obligations

Registrant is solely responsible for knowledge and adherence to any and all laws, rules and regulations pertaining to use of a .SPORT domain name. Registrant is required to ensure that the registration and use of a .SPORT domain name is at all times in accordance with the requirements of Registry Operator's policies, applicable laws and regulations, and ICANN Consensus Policies, including but not limited to those that relate to privacy, Whois accuracy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures. Registrant represent that they possess all necessary licenses and/or other credentials for participation in the .SPORT TLD as set forth in the applicable Registration Policy and any material changes to the validity of such credentials must be promptly reported to the Registry Operator.

15. Submission to Dispute Resolution Policies

- a. Registrant adheres and agrees to comply with all applicable ICANN and Registry Operator policies and procedures for resolution of disputes concerning the .SPORT domain name. Specifically, Registrant agrees to submit the following Dispute Resolution Policies, whose challenges may be brought by any legitimate third party against Registrant's .SPORT domain name registration:
 - The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> ("UDRP"), which is incorporated into this Registration Policy by reference. Any third party challenge a .SPORT domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
 - The Uniform Rapid Suspension ("URS") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>; as well as to any other dispute policies mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders; and
 - The .SPORT Registration Eligibility Dispute Resolution Policy (REDRP), which sets out the terms and conditions in connection with any challenge to a decision by Us concerning eligibility to register in .SPORT, and which can be found at <https://nic.sport/policies>

- b. Registrant acknowledges and agrees that neither the Registry Operator nor its agents may guarantee the peaceful and continued use of a .SPORT domain name in the case of a successful challenge by a legitimate third party through one of the above dispute resolution mechanisms or by the order of a Court of competent jurisdiction or another competent public authority.

16. Indemnification

To the maximum extent permitted by applicable Law, Registrar shall fully defend, indemnify and hold harmless Registry Operator, as well as any persons or entities assisting Registry Operator with domain name registration eligibility determinations, and Registry Service Provider, and their respective subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with a .SPORT domain name registration(s). This indemnification obligation shall survive the termination or expiration of the domain name registration agreement.

17. Amendment

Registry Operator reserves the right to modify this Policy at any time at its sole discretion in accordance with its rights and obligations set forth in its Registry Agreement. Such revised Policy shall be posted on Registry Operator's website <https://nic.sport/policies> at least thirty (30) calendar days before its effective date. In the event that a Registrant objects to any change in this Policy, the sole remedy is cancellation of the Registrant's domain name registration.