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Overview

FIBA, the International Basketball Federation is the world governing body for basketball. Founded by eight nations in 1932, it now includes 215 National Basketball Federations from all over the world. FIBA's mission is to develop and promote the game of basketball uniting the wider basketball community that now includes more than 450 million players and fans.

The Internet Corporation for Assigned Names & Numbers (ICANN) is the not-for-profit corporation formed in 1998 by the global Internet community to coordinate the Internet's underlying resources of domain names, IP numbers and technical protocols.

FIBA has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers (ICANN) to operate the Top Level Domain registry .BASKETBALL (the "TLD").

FIBA entered into a services agreement with Roar.Basketball LLC (“RO”) wherein FIBA assigned and appointed RO the responsibilities for management, marketing and day to day operations including the right to enter into agreements with registrars.

The policies, rule and requirements (“policies”) set out below affect the nature of rights and relationships related to domain names that may be registered in the .basketball domain. They govern many aspects of the relationship between registrants (people who are registered as the holder of a .basketball name), registrars (accredited retailers allowed to sell .basketball names) and RO (the official wholesaler of .basketball names).

They are largely based on contractual requirements developed by the Internet community at ICANN. FIBA signed the Registry Contract to operate .basketball with ICANN in August 2015.

The Policies

1. Registration Policies

Introduction

The .basketball registration policies described herein have been carefully designed with the intention of protecting the interests of the global basketball community, including its clubs, teams, officials, events, coaches, players and fans, and the reputation of the sport of basketball in general. Many of these policies are ICANN requirements, arising from the .basketball Registry Contract.

Use of .basketball domains is to be for lawful purposes. To the greatest extent practicable, the rights of others, including private intellectual property rights, protected national geographic names, and the names of International non-governmental organisation, the Red Cross and Red Crescent organisations, and the Olympic movement have been protected.

Many of these policies are reflected in the .basketball Registrant Contract required between registrants and registrars. To the extent possible by law, those contracts are to be interpreted as adopting and expressing these policies.

Please read this policy carefully. By registering or using .basketball domain names, the registrant or user expressly agrees to be bound by the terms described herein and all terms incorporated by reference.

Registration policies

- 1.1 Names must be registered through an ICANN-accredited registrar that has signed the [.basketball Registry/Registrar Agreement](#).
- 1.2 Names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which RO accepts the request for registration submitted by the accredited registrar.
- 1.3 Names registered in .basketball must have at least 1 character and not more than 63. RO has reserved from sale until further notice all names consisting of 1, 2, 3 and 4 characters (i.e. letters, numbers and combinations of letters and numbers).
- 1.4 Names registered in .basketball may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and then a dot, ".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).
- 1.5 Two hyphens may appear in the third and fourth positions in a label in a .basketball name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced below.
- 1.6 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., <http://basketball>, or mail@basketball). Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).
- 1.7 Registry will implement IDNs as approved by ICANN in its [Registry Agreement](#).
- 1.8 All names registered in .basketball TLD are subject to the [.basketball Reserved Domain Names Policy](#) (below).
- 1.9 Proxy and or Privacy Registrations are permitted, provided they are consistent with applicable ICANN policy and RO's agreements with ICANN, and registrars.
- 1.10 The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the Registrar in connection with registration of the Domain Name or otherwise ("Registrant Information"), will, during the Term, comply with all .basketball Registry Policies, and will

remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying their registrar within 30 days of a change to any such information. RO reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the Domain Name if: (i) information provided by the Registrant to their registrar and/or RO appears, in RO's sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. In such a circumstance, RO may, in its sole discretion, suspend the Registrant's Domain Name(s) within 30 days of RO's receipt of knowledge that such information is deficient. The Registrant acknowledges that a breach of this clause will constitute a material breach of its registration agreement, which will entitle RO to terminate the registration, resulting in suspension or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.

- 1.11 The registrant understands and has, by registering or using a .basketball name, agreed to comply with the terms of the .basketball Acceptable Use Policy (below). The Registrant acknowledges that a breach of this Policy will constitute a material breach of its registration agreement, which will entitle RO to terminate the registration, resulting in suspension or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.
- 1.12 Reserved names may not be registered. In the event that a user has mistakenly been allowed to register a reserved name, RO may cancel or transfer such domain name or sub domain name, in its sole discretion. In the event that a user fraudulently registers a reserved name as a domain or sub-domain, RO may cancel or transfer such domain name in its sole discretion, and may take further action against that user. Reserved names are those identified and described in the RO Reserved Names Policy (below).
- 1.13 Names may be blocked from registration, either temporarily or permanently, according to ICANN requirements, policy requirements of RO, and or applicable law. In the event that a user has mistakenly been allowed to register a blocked name, RO may cancel or transfer such domain name, in its sole discretion. In the event that a user fraudulently registers a blocked name as a domain or sub-domain, RO may cancel or transfer such domain Name and or sub-domain, in its sole discretion, and may take further action against that user.
- 1.14 Users may not register names at any level, that infringe, or if used would infringe the rights, including the intellectual property rights, of others, nor any names confusingly similar to such names.
- 1.15 Users may not register names the registration or use of which would *falsely* suggest any connection, in trade or otherwise, with or sponsorship of any other person, activity or entity.

In the event that a user has mistakenly been allowed to register a such a Name, RO may cancel or transfer such Domain Name, in its sole discretion In the event that a user fraudulently registers such a name as a domain or sub-domain, RO may cancel or transfer such domain Name and or sub-domain, in its sole discretion, and may take further action against that user.

- 1.16 Users who are found to have frequently breached this policy may be blocked, either for a period, or permanently, from registering or renewing names in the .basketball registry, and may have their conduct referred by RO to legal investigation and or enforcement authorities.
- 1.17 RO undertakes no enquiry into the rights of an applicant to register any name at the time registration is sought. Registration in the .basketball registry does not constitute a warranty, guarantee or promise of any kind by RO that the name registered is a valid registration, or that the registrant has any rights to the registration. Registrants are responsible for their registrations, and are encouraged to conduct appropriate trade mark, company name or other similar searches, and to apply common sense prior to applying for registration. Registrants should be aware that they, and the .basketball registry are subject to the provisions of ICANN's UDRP, URS and other procedures, including those in court.
- 1.18 .basketball domain names may automatically renew at the end of their term (the expiration date) in accordance with the terms of the Registrant Agreement with the sponsoring Registrar. The standard grace period fixed by ICANN policies shall apply to the renewal of .basketball names. Renewals can be made at any time prior to the domain name expiration date.
- 1.19 Unless otherwise specifically modified or limited by RO, registrants are allowed to transfer their second-level domains to the registrar of their choice, provided such registrar has signed the .basketball Registry/Registrar Agreement. Registrants should contact their registrar of choice to satisfy their availability, and to understand the applicable transfer procedures. Under ICANN rules, registrar-to-registrar transfers are not allowed in the sixty (60) days following the registration of a domain name, unless RO expressly waives said sixty (60) day period. Further, a registrar-to-registrar transfer adds one year to the term of the domain name being transferred, with the one (1) year registration fee charged to the gaining registrar. Registrars may charge the Registrant for the additional domain year. (Note that a bulk transfer mandated by ICANN shall not add an additional year to domain names subject thereto, and the gaining registrar shall not be entitled to charge Registrants thereof for an additional domain year.)
- 1.20 RO reserves the right, in its sole discretion, to deny, cancel or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of RO's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during

the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of RO only, for violations of RO-registrar agreement between the applicable Registrar and RO (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by RO in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of RO's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Registrant Agreement. Furthermore, RO reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to RO; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with RO in connection with such verification and furnish all available documentation as RO may reasonably require to complete the verification.

- 1.21 Registrants for registration of a letter/letter two-character ASCII label will be required to give a representation that they will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.
- 1.22 Registry Operator shall take reasonable steps 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 a letter/letter two-character ASCII domain. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law
- 1.23 RO may, at its sole discretion, modify these .basketball Registry Policies from time to time. RO shall post RO Policies on RO's web site at www.nic.basketball/policies. RO may inform Registrars of changes to RO Policies via email, and the Registrar agrees to notify Registrants of any changes that affect them; Registrant agrees that such email shall not be considered spam; however, neither RO nor the Registrar shall be obliged to provide such notice via email. The Registrant's use of their Domain Name following the effective date of any changes to RO Policies constitutes the Registrant's acceptance of such revised Registry Policies. In the event that the Registrant does not wish to be bound by the revised Registry Policies, the Registrant's sole remedy is to cancel the registration of the Domain Name, by following the appropriate Registry and/or Registrar Policies regarding such cancellation .

2 Anti-Abuse and Acceptable Use Policy

- 2.1 All .basketball names are subject to this Anti-Abuse and Acceptable Use Policy. RO may modify this Policy from time to time in its sole discretion.
- 2.2 In support of Dot Basketball Registry's aim of protecting both rights holders and consumers, a .basketball domain name may not be used to:
- a) Sell fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other counterfeit products;
 - b) transmit or redirect to misleading information concerning its relationship with a source of goods and services;
 - c) breach consumer protection regulations; or
 - d) impersonate others.
- 2.3 RO reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice:
- 2.3.1 to protect the integrity, security, and stability of the domain name system;
 - 2.3.2 to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;
 - 2.3.3 to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;
 - 2.3.4 per the terms of RO Policies or a breach thereof;
 - 2.3.5 to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);
 - 2.3.6 to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);
 - 2.3.7 to correct mistakes made by RO or any registrar in connection with the domain name registration;
 - 2.3.8 for non-compliance with the terms of the Qualified Launch Program or the Community Priority Period (a Limited Registration Period), or,
 - 2.3.9 for non-payment of any fees owed.

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- 2.4 The following activities are prohibited, and constitute registration abuse which may, if identified result in cancelling, suspending, transferring and/or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to:
- a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any content that in RO's sole discretion is considered, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b. Not impersonate, or attempt to impersonate, any person or entity, including, but not limited to, a basketball celebrity, a personality, team, club, venue, brand, event travel company, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - c. Not harm minors in any way; not abuse children or transmit child abuse material;
 - d. Not distribute malware; or operate botnets;
 - e. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;
 - f. Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;
 - g. Not transmit any content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - h. Not transmit any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party;
 - i. Not transmit any unsolicited or unauthorised advertising including, but not limited to, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming"
 - j. Not transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - k. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
 - l. Not relay email, or any form or part of electronic communications, from a third party's mail servers without the permission of that third party
 - m. Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorised material;

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- n. Not upload, post, email, or transmit the same message, URL, or text, including linked files, multiple times;
 - o. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law;
 - p. Not engage, or attempt to engage, in Spoofing
 - q. Not "stalk" or otherwise harass another, or engage in cyber bullying
 - r. Not sell counterfeit or unauthorised goods or commit fraud
 - s. Not engage in typo-squatting or cyber-squatting.
 - t. Not allow their systems and services to be compromised in such a way as to allow a 3rd party to engage in any of the activities that would be deemed to be in breach of this Policy.
 - u. Not suggest any endorsement, approval or support by FIBA or RO of any goods or services sold or advertised for sale at .basketball sites; for the avoidance of doubt, mere registration of a brand or product name is not to be taken as endorsement, approval or support by FIBA or the .basketball Registry of the brand or any products sold under or by reference to that brand.
- 2.5 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, data protection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
- 2.6 If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.
- 2.7 In the event that a Registrant has registered a domain name that infringes the rights of another, RO reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.
- 2.8 All .basketball domain names are subject to ICANN's policies (as amended from time to time), including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.
- 2.9 This Policy does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this Policy.
- 2.10 A Registrant may not operate third level registries, or sell, license or lease subdomains, unless it has received express written permission of RO to do so. For the avoidance of doubt, all
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Policies herein apply in full force to any sub-domains howsoever created. If you wish to enquire about such use please contact: info@roar.basketball

- 2.11 This Policy does not give rise to any rights of compensation or claims against RO or FIBA howsoever caused.
- 2.12 Victims of counterfeits, misrepresentation or any breaches or infringements of Anti-Abuse and Acceptable Use Policies herein are encouraged to contact RO with specific complaint(s) at basketball.abuse@centralnic.com in order that RO may investigate the matter. RO does not guarantee a reply or that any action will be taken. If RO in its sole discretion finds that any of the Policies herein have been breached then RO may suspend, lock or cancel the Registration without notice.
- 2.13 Compliance with all laws. RO must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such RO reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

3. Reserved Names and Premium Names Policy

- 3.1 RO may modify this Policy from time to time in its sole discretion.
- 3.2 RO may reserve (e.g. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). RO may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:
 - 3.2.1. Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry's strategic partners, generic words, and names for later release;
 - 3.2.2. Names reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the .basketball gTLD Registry Agreement;
 - 3.2.3. Names reserved for its Qualified Launch Program ("QLP") and Community Priority Period) as described below in Section 4 and Section 5.
 - 3.2.4. Premium Names including generic names and key words for later release by RO;

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- 3.2.5. Names that are temporarily unavailable due to processing delays from Sunrise or pending verification registrations, or for other reasons.
 - 3.2.6. Names of, or used by basketball community members, including sponsors and the name of every Country, the official 2-letter and 3-letter country codes, the current names of every country's national Mens and Womens teams, and the name currently used in the domain name of the website for the national federation of every country.
- 3.3 Premium Generic Names. RO may reserve generic key words under this policy for individual release or later bulk release. Interested parties are encouraged to apply to RO for any such name by application to RO at info@roar.basketball stating the intended purpose and attaching any business plans if relevant. Applications will be reviewed on a first come first served basis subject to RO's sole discretion.

4. The Qualified Launch Program

Introduction

4.1 RO intends to offer a Qualified Launch Program (“QLP”) in accordance with the provisions set forth in the Qualified Launch Program Addendum published by ICANN on 10th April 2014 wherein certain domain names may be reserved or allocated to third parties during Sunrise pursuant to Section 4.5.1 of the Trademark Clearinghouse (“TMCH”) Rights Protection Mechanism Requirements.

4.2 RO offers this priority access to its domains for registrants intending to showcase domains using .basketball. RO may refer to its QLP in its marketing materials using such other program name as appropriate.

Qualified Launch Program

4.3 This QLP is to allow qualified eligible businesses or entities in the basketball community or sponsors thereof to participate in promotion of the TLD during Sunrise and thereafter. Each application in QLP will be subject to verification. In addition, during the QLP, RO must obtain and check all potential domain name labels against the list provided to RO by the TMCH Sunrise and Claims Provider containing the labels attributable to Sunrise-Eligible Rights Holders (the “Sunrise List”). Any such applicant or invitee will only be allocated a QLP name during sunrise *if*:

- i. That applicant is a Sunrise-Eligible Rights Holder with a valid SMD file for a label that matches the QLP Name (in accordance with Section 2.1 of the [Qualified Launch Program Addendum](#) **or**
- ii. At the time of the Allocation or registration of a QLP name, the QLP Name does **not** match a label contained in the Sunrise List, then such QLP name may be allocated or registered provided such QLP name is promptly allocated or registered to such applicant following a review of the Sunrise List **and**
- iii. In every case the applicant meets, at the sole discretion of RO, registration validation criteria, which may include whois verification, providing evidence of its prior use of a

name and or rights to use the proposed name or the acceptance of a proposed business case by RO. Fulfilment of the registration validation criteria shall be determined by RO in its sole discretion and may subject to checks undertaken by RO.

4.4 Pursuant to the QLP, RO will obtain Sunrise List from TMCH sunrise and Claims Provider throughout the duration of the QLP and at least once every 24 hours through the QLP. RO will review any QLP application against the Sunrise Lists.

4.5 RO shall follow the reporting requirements according to the TMCH and to ICANN for any QLP Names granted during the Sunrise period.

4.6 All QLP names will be subject to ICANN consensus policies, and registrant responsibilities required of a name registered through an ICANN accredited registrar under the RAA 2013. In addition, as with every .basketball domain name, the applicant of a QLP must agree to abide by all .basketball Policies including its Anti-Abuse and Acceptable Use Policies which provide for acceptable content and practices on .basketball domain names.

5. Dot Basketball Community Priority Period

5.1 The Dot Basketball Registry shall undertake a Community Priority Period (“CPP”) where certain domain names are allocated directly to third parties after the Sunrise Period. This is a limited registration period that is designed to allow qualifying Applicants from the global basketball community to register Domain Names in advance of General Availability. This program is by invitation or application during the post-Sunrise Launch Phase. The terms for this phase are set out below, including in more detail in the Launch Plan at chapter 13 (below). This CPP is a “Limited Registration Period” as defined by ICANN at para 3.2.4 of the Trademark Clearing House Rights Protection Mechanism Requirements published 28 February 2014 (rpm-requirements-14may14-en.pdf).

5.2 RO shall invite nominated organisations and individuals within the basketball community to register their names. Such nominated entities (each a “Community Priority Applicant”) will be allocated a Community Priority Token, entry of which will be required at the Registrar as a condition of registration upon application.

5.3 The domain name(s) must be eligible for allocation by Registry and subject to Registry’s approval in its sole discretion. Eligibility criteria for CPP may include providing evidence of both prior use of a name and rights to use the proposed name or by application and /or verification of a proposed business case.

5.4 The Basketball Community Priority Applicant must agree to abide by all .basketball Policies including Anti-Abuse and Acceptable Use Policies regarding acceptable content and business practices on .basketball domain names.

5.5 The Community Priority Applicant must agree that at the time RO initiates a transfer to the Community Priority Period, all names will be subject to the Claims Notification policies, which state that any registered trademark holder with a matching mark to the domain name in question will be notified of the allocation, entitling them to consider utilizing the URS, UDRP, and related mechanisms.

5.6 A condition of acceptance of invitation to the Community Priority Period is that the Applicant must use the domain name(s) within one (1) year of allocation. Except with the express written permission of RO, if the Community Priority Applicant fails to use the domain name for a website within 1 year of registration, then RO reserves the right to revoke, suspend or cancel the registration. Use may include forwarding, other transitional arrangements, hosted website or display marketing including online or offline advertising.

5.7 The Community Priority Applicant must register names through an eligible ICANN accredited Registrar who has signed the .basketball Registry/Registrar Agreement.

5.8 Subject to the ICANN policy on Registrar transfer (published at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>) a name registered during the

Community Priority Period may not be transferred to a different Registrar until after a period of 5 years has elapsed from the date of registration.

5.9 Applications must be made in good faith and must certify the veracity of the application at the time of submission. If the Applicant has supplied false details and/or fails to comply with the terms of this Application then RO reserves the rights to revoke, suspend or cancel the domain name at any time.

5.10 Acceptance of the application does not create an employer-employee or agency relationship, a partnership or a joint venture between the parties.

5.11 The Community Priority Applicant agrees to grant RO a limited license to use the domain names, logo and trading name(s) of the applicant or its business, in marketing materials by RO at its sole discretion.

5.12 .basketball domain names on reserved lists may not be eligible for registration in the Community Priority Period.

5.13 No representations or guarantees are made by Registry that any applied for name(s) will qualify for this Community Priority Period, even if such name is shown as available at the time of application.

5.14 Applications are subject to all Registry policies and all terms and conditions posted on RO website from time to time.

5.15 In order to ensure accuracy of submitted materials to support the application, all applicants agree to be contacted by telephone and/ or email for verification purposes.

5.16 If an application is accepted the registrant must electronically or by hard copy sign all the terms and conditions for the Community Priority Period.

5.17 Names will be allocated in CPP according to the following process:

- i. Applicants will be verified by RO and/or its designates.
- ii. Successfully verified Applicants will be issued with a registration token code.
- iii. Using the token, verified Applicants may apply to register Domain Names.
- iv. Additional coupons may be required to be submitted to the Registrar as proof of qualification for participation in an Invitation Only period
- v. Names applied for may not be registered until after a period of name allocation in order to deal with competing applications for identical names.
- vi. At the completion of the name allocation period, unique applications are expected to be promptly allocated.
- vii. Allocation of competing applications may be resolved by a number of methods, at RO's sole discretion, including consultation, mediation, arbitration and sale by auction, tender or similar.

5.18 For the Application the following information must be supplied:

- i. Proposed domain name(s)
- ii. Company or entity name or individual name of proposed Registrant
- iii. Complete address
- iv. Contact person
- v. Contact email
- vi. Contact telephone, including mobile if available
- vii. Website address (if available)

5.19 RO represents that the description of the Community Priority Period described above is a true and correct description. RO reserves the right to modify the terms of the Community Priority Period including the right to discontinue the program at any time.

6. SUNRISE POLICY

Sunrise Overview

6.1 Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse (“Trademark Holder”) to notify RO of its registered trademark, and apply to register the exact match as a .basketball domain name.

6.2 During Sunrise, only Trademark Holders may apply for a domain name that constitutes an “exact match” of their mark, in accordance with the ICANN Trademark Clearinghouse (“TMCH”) policy. RO will charge a Sunrise domain name registration fee for registrations of domain names during Sunrise (“Sunrise Price”), but RO will not charge an Application Fee.

6.3 The Trademark Holder is responsible for protecting any domain names which match its trademarks. If a Trademark Holder fails to reserve any domain name during Sunrise, any other party is free to register that domain name during General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

6.4 Because some generic terms may be the subject of trademark registration, certain generic names may be withheld from Sunrise availability, in accordance with Registry policy. Other words which may be registered as trademarks in one or more countries may also be withheld from Sunrise availability under RO Reserved Names Policy.

6.5 The Sunrise Dispute Resolution Policy (“SDRP”) describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of RO’s Sunrise Policy. This SDRP will not be applied to Registry-reserved names (including any premium names reserved).

6.6 RO may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the [.basketball Registry website](#) and giving ninety (90) days prior written notice to all .basketball accredited Registrars.

End-date Sunrise

6.7 RO will operate an “end date Sunrise”. The .basketball Sunrise shall have a duration of at least sixty (60) days. RO may at its discretion extend the Sunrise period. At the end of the Sunrise, RO will allocate names to applicants. In the event a domain name has more than one eligible applicant, allocation of the domain names in question will be determined by auction conducted by an independent third party

between the applicants. RO may request further documentation to establish eligibility of any registration, including translations into English of any documents tendered.

Sunrise Eligibility

6.8 The TMCH will maintain Sunrise Eligibility Requirements and validate and authenticate marks as applicable. RO will not accept an application from a Registrar that has not completed Integration Testing as defined by ICANN. RO will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names. Applications will not be accepted for Reserved Names

The TMCH & Trademark Validation

6.9 The Trademark Clearinghouse ("TMCH") is responsible for maintaining Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing Sunrise applications, RO relies on the validity of mark holder information contained in SMD Files provided by the TMCH. If RO is unable to validate the SMD file or if the requested Domain Name does not match a Label contained in the SMD file, the Application will be rejected.

TMCH Disputes

6.10 Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at <http://trademark-clearinghouse.com/dispute> prior to initiation of a complaint under the SDRP. In the event the TMCH reports fraud in a SMD File or a Sunrise application, RO may disqualify the Sunrise application or, in the event that fraud is detected after the Sunrise period, suspend, transfer, reserve and/or delete the applicable domain(s). RO reserves the right to put on hold any domain name pending final dispute resolution.

7. Sunrise Dispute Resolution Policy

Introduction

7.1 This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise and is effective as of 1 January 2017. An SDRP Complaint may be filed against a domain name registered during the .basketball TLD Sunrise Period, and until 14 days after the close of the Sunrise Period. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of RO’s Sunrise Policy.

7.2 RO may modify this Dispute Policy from time to time in its sole discretion. Such revised Policy shall be posted on RO’s website with least 14 calendar days before it becomes effective; unless this Policy has already been invoked by the submission of a Complaint, in which event the version of the Policy 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.

Initiating a Dispute and Internal Review

7.3 Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to RO at: primary@dotbasketball.co

7.4 As a first step RO shall attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the Sunrise Registrar or the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a Registry process error affecting the applicable domain(s), RO will investigate and if upheld seek to resolve such errors internally without charge. In the event RO is unable to resolve the dispute, it will notify the potential complainant to submit its complaint for resolution directly to arbitration at an appropriately located arbitration provider to accommodate the complainant as outlined in this Policy. The Dispute Resolution Provider to be appointed within suitable timeframe for each complainant may include the National Arbitration Forum (USA), WIPO (Switzerland or Singapore) or other Arbitration services provider.

7.5 Any claim or dispute not made to RO within ten (10) days of the end of Sunrise will be time barred from consideration by RO.

Frivolous Complaints

7.6 A complainant, complainant’s counsel, or complainant’s counsel’s firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, .basketball or otherwise) deemed to be frivolous may be barred from further use of this policy at RO’s discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without reasonable grounds. In denying use of this policy, RO or the Dispute Resolution Providers may consider

the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

Applicable Disputes

7.7 A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a third-party Sunrise Registration was improper under one or more of the following criteria.

Improper Sunrise Registration-Trademarks

7.8 A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the .basketball TLD does not comply with the provisions of RO's Sunrise Program. The complaint must prove one or more of the following elements:

- i. at the time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration;¹
- iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- iv. the trademark registration on which the domain name registrant based its Sunrise registration was not issued on or before the date specified by RO in its Sunrise Criteria, if one was specified.

Evidence

7.9 Arbitrators will review RO's Sunrise Policy in making its decision.

Defences

7.10 Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

Remedies

¹ For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

7.11 If the Arbitrator finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names available for registration.

7.12 In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

Procedure

Dispute Resolution Provider - Selection of Procedure

7.13 Following the internal review process set forth in Section 8.4, RO will appoint a dispute resolution provider such as the National Arbitration Forum (“Forum”), WIPO Arbitration and Mediation Centre (“WIPO”) or other appropriate provider (collectively referred to as the “Dispute Resolution Provider”) by submitting the complaint directly to such provider as directed by RO. Before submission to such provider RO will inform complainant and provide adequate time for the preparation of the complaint. The Dispute Resolution Provider will administer the proceeding and select a qualified and eligible Arbitrator(s) (“Arbitrator”). The Dispute will be handled according to the established rules for such providers, Sunrise Dispute Resolution Policy (“Rules”), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. For example, if the Forum were to be selected as the most appropriate Dispute Resolution Provider the proceedings will be conducted according to this SDRP and the applicable Rules of the Forum. Any fees will be those set by the Dispute Resolution Provider.

Registry’s or Registrar’s Involvement

7.14 Neither RO nor Registrar will participate in the administration or conduct of any proceeding before a Dispute Resolution Provider. In any event, neither RO nor the registrar is or will be liable as a result of any decisions rendered by the Dispute Resolution Provider. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar in the event of a dispute and during the course of a proceeding.² The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar’s publicly available Whois database record for the relevant registrant. RO and the applicable registrar will comply with any Arbitration decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

² A Registry may, through its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

Parties

7.15 The registrant of a registered domain name in the TLD shall be promptly notified by the Dispute Resolution Provider of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Dispute Resolution Provider shall promptly notify all named parties in the dispute, as well as the registrar and RO of any decision made by the Arbitration.

Decisions

7.16 The Arbitrator may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Arbitrator deems appropriate;

7.17 The decision shall state whether a registered domain name in the TLD is to be cancelled or if the status quo maintained; and

7.18 Decisions made under this SDRP may be publicly published by the Dispute Resolution Provider on its website.

Implementation of a Lock and the Decision

7.19 If an Arbitrator's decision requires a change to the status of a registered domain name, RO³ will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to RO (with a copy to the Dispute Resolution Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until RO receives (i) evidence satisfactory to RO of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

³ A Registry may, through its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

Representations and Warranties

7.20 Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

Maintaining the Status Quo

7.21 During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

Indemnification / Hold Harmless

7.22 The parties shall hold the registrar, RO, the Dispute Resolution Provider, and the Arbitrator harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, RO, the Dispute Resolution Provider, or the Arbitrator as a party or otherwise include the registrar, RO, the Dispute Resolution Provider, or the Arbitrator in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, RO, the Dispute Resolution Provider, the Arbitrator and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, RO, Dispute Resolution Provider, the Arbitrator nor their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

Relationship To Other Dispute Resolution Policies

7.23 This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any charter, nexus, or eligibility dispute policies adopted by ICANN or RO.

Effect of Other Proceedings

7.24 The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP

proceeding may be terminated (in the sole discretion of the Arbitrator) in deference to the outcome of such other proceeding.

SDRP Modifications

7.25 RO reserves the right to modify this SDRP at any time. Such revised SDRP shall be posted on RO Website at least thirty (30) calendar days before it becomes effective; unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

7.26 In addition to this Sunrise Dispute Resolution Policy, all Registrants agree to participate in and abide by any determinations made as part of RO's dispute resolution procedures, including but not limited to: Uniform Domain Name Dispute Policy (<http://www.icann.org/en/help/dndr/udrp>), Uniform Rapid Suspension Policy (<http://newgtlds.icann.org/en/applicants/urs>), Transfer Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/tdrp>).

8. Trade Mark Claims Notification

8.1 RO will send trade mark Claims notifications in accordance with the ICANN and TMCH policies during Sunrise and for a period not less than 90 days of .basketball General Availability. In the event an Applicant proceeds with a Registration Application, a notification is sent to the record holder of the TMCH entry. Such Applicant may further be deemed on notice of the intellectual property claims corresponding to the TMCH entry.

8.2 Any changes to this policy of claims notice will be subject to 90 days notice to all .basketball accredited registrars.

9. Registrant Obligations

9.1 By applying to register, or registering one or more .basketball domain names the Registrant acknowledges that they have read and agree to be bound by all terms and conditions of this Policy, including changes to this Policy.

9.2 Registrants agree:

- a) Not to use the domain name in violation of any of the provisions of the AUP.
- b) To provide accurate and up-to-date WHOIS information
- c) To provide timely and accurate updates to their WHOIS contact information.
- d) Not to claim or imply that they have authorizations, accreditations, charters, licenses and/or other related credentials that they do not possess.
- e) Provide and keep up-to-date an administrative contact, to be used by RO and/or the Registrar for the notification of complaints or reports of registration abuse.
- f) Provide and keep up-to-date information on the name and contact details of the regulatory, or industry self-regulatory entity or entities with control or jurisdiction over their main place of business.

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- g) To 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, organic farming, disclosure of data, and financial disclosures.
 - h) To implement reasonable and appropriate security measures, as defined by applicable law, if they collect and maintain sensitive health and financial data.
 - i) Not to upload, display, promote or otherwise distribute content for which they do not have a legal or contractual right
 - j) Not to upload, transmit, display, promote or otherwise distribute any material in violation of any applicable law or regulation. This includes material that is:
 - a. harassing, bullying, abusive, and or constitutes an illegal threat, violates export control laws, and hate propaganda, or
 - b. sensitive and proprietary or otherwise prohibited by local, national and or international industry regulations
 - k) Not to infringe or otherwise interfere with the proprietary rights and or trademarks of other party or parties.
 - l) Not to claim, falsely state, infer, or otherwise misrepresent their affiliations
 - m) Not to speak for, or on behalf of any individual, business, association, institution or other organization for which they have no authorization.
 - n) Not to upload, display, promote or otherwise distribute content intended to defame, scorn, or ridicule, RO, the sport of Basketball, FIBA, its subsidiaries nor their staff, directors or shareholders.
 - o) Not to use private registration (Proxy Service) as means of providing anonymity in order to engage in unlawful or fraudulent activities – including those meant to violate the intellectual property rights of 3rd party or parties.

10. Privacy Policies

Introduction

10.1 RO has appointed CentralNic Ltd, its Registry Service Provider. CentralNic Ltd based in England and subject to data protection laws of England and the EU. Through CentralNic, RO collects information about visitors to RO's website and .basketball registrants through a variety of means. This information is stored and used in a number of different ways. This Privacy Policy is intended to outline the information RO collects and how it is stored, used and protected. RO may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the RO's website giving at least 14 calendar days before it becomes effective.

Policy

10.2 RO, having considered the applicable laws on data protection principles, adopts the following privacy policies:

1. Personal data shall be processed fairly and lawfully.
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall be kept for no longer than is necessary for that purpose or those purposes.
6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Relationship with Registrars

10.3 Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry Registrar Agreement (“RRA”) with RO. These registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

- The RRA requires that Registrars ensure that their connection to RO System is secure, and that all data exchanged between their system and RO system is protected. However, RO cannot ensure or guarantee the security of Registrars’ systems. Registrants should contact their registrar if they have any questions or concerns about how the registrar processes, stores and transmits their personal information.

What information RO collects

10.4 All domain names registered in the .basketball database has to be associated with the following information:

- Registered Name Holder (or registrant): the legal owner of the domain name.
- Administrative Contact: the entity authorised by the registrant to interact with the registrar on behalf of the registrant.
- Technical Contact: the entity authorised by the registrant to maintain the technical operations of the domain name.
- Sponsoring registrar: The entity authorised by the registrant to register and manage the domain.
- Name servers: the domain name servers to which the domain must be delegated in order to function.

10.5 The following information may also be provided:

-
- **Billing Contact:** the entity authorised by the registrant that is responsible for payment of registration and renewal fees to the registrar.
 - **DNSSEC DS records:** digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

10.6 The Registrant and the Administrative, Technical and Billing Contacts described above include the following verified information:

- Contact Name/Role
- Organisation
- Street Address
- City
- State/Province
- Post code
- Country
- Phone
- Fax
- Email

10.7 The Registrar provides this information to RO when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration. The Registrar does not share with RO the Registrant's methods of payment or such other information about services a registrant may have with a given registrar.

10.8 At the point of registration, RO also stores the following information:

- The creation date of the domain,
- The expiry date of the domain,
- Status codes used for Registry operations including, but not limited to, lock the domain, or prohibit updates.
- A random authorisation code used for transfers.

10.9 RO may also collect and retain information voluntarily supplied by applicants under its dispute procedures or QLP program, Exclusive Community Period, or to support premium names applications. Such information may also be shared with third parties charged with the review of such applications and verification services or for the conduct of such dispute resolution procedures. RO will only have such information as provided voluntarily in order to validate the application for the domain name(s).

Information RO does not collect

10.10 RO does not receive or store any of the following information:

- The IP address of the registrar's customer,
- Any credit card information,
- Any passwords used by the registrant to access the registrar's website.

How information is stored

10.11 Domain name registration information is stored in a central database. This database is hosted in a secure co-location facility and is protected by enterprise-grade firewalls.

10.12 RO takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorised access.

How information is used

10.13 RO uses the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains. This information can be queried through RO's public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

10.14 The Registrant, Administrative, Technical and Billing Contact information is published via the Whois service. The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:

- a. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;

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- b. Determining the registration status of domain names;
 - c. Assisting law enforcement authorities in investigations for enforcing national and international laws;
 - d. Assisting in combating abusive uses of information communication technology;
 - e. Facilitating enquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
 - f. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
 - g. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

10.15 RO uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:

- h. Processing applications for domain names
- i. Non-payment of registration or renewal fees by the registrar⁴
- j. Misdirected SSL certificate requests
- k. Complaints of trademark or copyright infringement, malware, fraud or spam

10.16 An example of a typical Whois record appears below:

Domain ID: CNIC-DO57351
Domain Name hoop.basketball
Created On:03-May-2016 12:00:42 UTC
Last Updated On:16-Apr-2016 16:26:58 UTC
Expiration Date:03-May-2017 23:59:59 UTC
Status:OK
Registrant ID:H1030205
Registrant Name: Hostmaster,FIBA
Registrant Street: Route Suisse 5, P O 29 MIESRegistrant Postal Code: 1295
Registrant Country: CH
Registrant Phone: +41 22 545 00 00

⁴ In most cases, this is not required, however RO reserves the right to send notifications in some circumstances.

Registrant FAX: + 41 225450099
Registrant Email:domains@centralnic.com
Admin ID: C11480
Admin Name: Domain Administrator
Admin Organization: FIBA
Admin Street: Route Suisse 5, P O 29
Admin City: Mies Admin Postal Code; 1295
Admin Country: CH
Admin Phone: +41 22 545 00 00
Admin FAX: +41 225450099
Admin Email:domains@dotbasketball.co
Tech ID:C11480
Tech Name: Domain Administrator
Tech Organization: Fédération Internationale de Basketball (FIBA)
Tech Street1: Route Suisse 5, P O 29Tech City: MIESTech Postal Code: 1295
Tech Country: CH
Tech Phone: +41 22 545 00 00
Tech FAX:+ 441 225450099

Tech Email:domains@dotbasketball.co
Billing ID: H1030205
Billing Name: Hostmaster, Fédération Internationale de Basketball (FIBA)
Billing Street1: Route Suisse 5, P O 29
Billing City: MIES
Billing Postal Code: 1295
Billing Country: CH
Billing Phone:+ +41 22 545 00 00
Billing FAX:+41 225450099Billing Email:domains@dotbasketball.co
Sponsoring Registrar ID:C11480
Sponsoring Registrar Organization: Fédération Internationale de Basketball (FIBA)
Sponsoring Registrar Street: Route Suisse 5, P O 29
Sponsoring Registrar City: MIES
Sponsoring Registrar Postal Code: 1295
Sponsoring Registrar Country: CH

Sponsoring Registrar Phone: +41 22 545 00 00

Sponsoring Registrar FAX:+ 41 225450099

Sponsoring Registrar Website: <http://www.domains.basketball>

Name Server: NS.basketball.COM

DNSSEC: Signed

DS Key Tag 1: 56736

Algorithm 1: 7

Digest Type 1: 1

Digest 1: 6419B7C362DC3904484D519507208AB2CDF62947

DS Key Tag 2: 56736

Algorithm 2: 7

Digest Type 2: 2

Digest 2: BAC5C176500C920C4DF5013DD0A84C3BA4CAAF916C91F017F06B36EF E7788774

How information is protected

10.17 All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar Console and RO website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to RO's system. This is the same technology used to secure e-commerce systems and online banking.

10.18 As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

How to get further information or ask a question

10.19 If a Registrant has any questions or comments about RO Policies, please contact RO at info@roar.basketball

11. Whois Access Policy

11.1 The Whois Access Policy relates to the dissemination of Domain Registration Information.

11.2 RO is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. RO provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on RO's website at <http://www.nic.basketball> using a standard web interface.

11.3 Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

11.4 Access to Whois Data in RO's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

11.5 The data in this record is provided for informational purposes only; RO does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to RO, you agree to abide by this Whois Access Policy (this "Policy"). Please note that RO may modify this Policy from time to time in its sole discretion.

Security and Stability Considerations

11.6 Abuse of RO's Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

11.7 In addition, RO's Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

11.7 RO will employ a blacklist to block access to Whois Data by those found to violate this Policy or any .basketball policy. At RO's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

Terms of Use

11.8 By accessing Whois Data from RO, the user agrees to use the Whois Data only for lawful purposes and that under no circumstances will use the Whois Data to:

- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
- enable high volume, automated, electronic processes that send queries or data to the systems of RO, its registry service provider or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

11.9 Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

11.10 When using RO's Whois service, the user should consider the following:

- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

11.11 Information regarding the RO's searchable Whois service is available on its website at www.nic.basketball.

12. Amendments

12.1 RO may modify its Policies from time to time in its sole discretion. RO reserves its rights to update its policies herein upon no less than 14 calendar days notice to Registrars for the limited purposes of:

1. Updating RO's contact information (email, address, etc)
2. Complying with ICANN consensus policies
3. Complying with new consumer protection legislation
4. Correcting and updating links
5. Correcting typographical errors OR
6. Updating policies following ICANN approved additional registry services or amendments to the .basketball Registry Agreement which have been subject to an RSEP or other approval process by ICANN.

12.2 Notices under section 13.1 shall be effective upon posting on RO website and posting on the CentralNic Registrar Console.

12.3 Any changes of policies which would require technical implementation or modifications to the Registrant Agreement by the Registrar shall be effective upon posting on the RO website and or posting on the CentralNic Registrar Console and giving ninety (90) days prior written notice to all .basketball accredited Registrars.

13. LAUNCH PLAN

The .basketball launch plan will include the following phases:

13.1 Qualified Launch Program (QLP)

Allocation of Qualified Launch Program Names as per section 5.

13.2 Trademark Sunrise (“Sunrise”)

Sunrise will be an end-date trademark sunrise period lasting at least 60 days, followed by Sunrise Allocation. Sunrise and QLP phases will both terminate at the same time.

13.3 Basketball Community Priority Registration Period

There will be a Basketball Community Priority period of at least 1 year from the end of Sunrise until the launch of GA. All registrants filing within this period must supply a token by which the registry will confirm (or not) their approval by the community to apply to register .basketball names within this period. Tokens will be issued by FIBA, through the National Federations and other community-based administrative entities.

This period has at least three distinct phases:

- (1) An **Invitation Only** period. Selected subsets within the basketball community will be invited to register names of their choice, related to their community. In addition to the token, coupons will be made available via the Registrars that will define the length of time of the respective Invitation Only period, and the selling prices of domain names in that period. The Invitation Only period will run for 60 days.
- (2) **Landrush**. Community applicants in Landrush will file their applications during a 60-day period, after which unique applications will be allocated. Contested applications will be resolved by a process involving consultation, mediation, and auction, as required. Landrush begins after the close of the Invitation Only period. In order to qualify as a Community Applicant you must obtain a token and process it at the Registrar.
- (3) **General CPP**. This is a period of Community priority, open to all members of the community. Names will be allocated on a first come first served basis. The General CPP runs until 14 June 2019. All members may apply provided they have a verified token processed through the Registrar and accepted by the Registry.

Note: Any applicant or registrant found to have misused a token during the Community Priority Registration Periods (1) (2) and (3) above, or who does not qualify under the policies herein may have their name suspended, transferred or cancelled without refund.

13.4 General Availability (“GA”)

GA will follow the Community Priority Period.

Period. The first 7 days of GA will consist of an Early Access Program.

13.5 Dates

The dates of each phase will be announced on the CentralNic Registrar Console, on the [Registry Website](#) and as shown at [ICANN TLD Start-up Information](#).

14. Definitions used in these policies.

“Accredited Registrar” or “Registrar” means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with RO.

“Allocation” means the method by which a domain name is created and assigned to an Applicant;
“Allocated” shall have a corresponding meaning.

“Applicant” means a natural person, company or organisation in whose name an Application is submitted.

“Application” means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

“ASCII” means the American standard code for information interchange.

“Available Names” means .basketball names that have not been reserved, restricted, protected, registered, awarded, blocked or otherwise allocated.

“CentralNic Registrar Console” means the console provided by CentralNic available at <https://registrar-console.centralnic.com>.

“Claims Notice” means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

“Claims Services” means the services that collectively provide:

- [1] Applicants with a Claims Notice, and
- [2] Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is allocated.

“Claims Period” means any period during which the Claims Services are provided.

“Community Priority Period” means any period when only members of the Basketball community may, by proof of membership in that community, register names in the .basketball TLD.

“Dispute Resolution Provider” means the forum or provider of domain name disputes as appointed by RO which may include: WIPO, the National Arbitration Forum or other Arbitrator as designated by RO.

"DNS" means the Internet domain name system.

'Domain Name' means a domain name in and maintained by RO's database consisting of at least the domain name character string and TLD together, separated by a dot (e.g., "yourname.basketball").

'Domain Name Character String' means the characters to the left of the dot that precedes the TLD (e.g., in the domain name "yourname.basketball", "yourname" is the character string).

'IDN' means Internationalized Domain Name and includes any Domain Name Character String which contains non-ASCII characters of any type.

"General Availability" means the point in time following which requests to register a domain name may be received from any eligible party on a first come, first served basis.

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

"ICANN Requirements" means RO's obligations under RO Agreement between Registry and ICANN and all ICANN Consensus Policies applicable to the .basketball TLD posted at <http://www.icann.org/en/resources/registrars/consensus-policies>.

"Premium Names" means Domain Names reserved by RO, which may be offered for registration to the public under the Premium Names terms and conditions to be published by RO.

"Registrant" is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by RO. A Registrant is the holder of a registered name in the .basketball TLD, and unless the context requires otherwise, includes an Applicant.

"Registration" means a .basketball name that has been accepted by RO in accordance with the terms of RO-Registrar Agreement and the Registration Agreement for registration during a specified term.

"Registration Agreement" means the agreement between Registrant and Accredited Registrar for registration of the domain name.

"Registration Request" is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .basketball TLD.

"Registry" or "Registry Operator" is Fédération Internationale de Basketball (FIBA), its successors and assigns, with its principal office address at Route Suisse,5 PO Box 29 1295 Mies, Switzerland.

"Registry Agreement" means RO Agreement between FIBA and ICANN for the operation of RO TLD, as amended from time to time, and as posted on the ICANN website at <http://www.icann.org/en/about/agreements/registries>.

"Registrar" means an entity that is authorised to offer domain name registration services in relation to the .basketball TLD.

"Registry Policies" means the policies adopted from time to time by RO as posted under Policies on RO Website.

"Registry-Registrar Agreement" or "RRA" is the agreement between Registry and Accredited Registrars, as amended from time to time.

"Registry System" means the system operated by Registry for Registered Names in the .basketball TLD.

"Registry Website" means <http://nic.basketball> or such other URL as RO may designate as its primary website for administering and managing the .basketball TLD

"Requested Name" is a domain name .basketball which an applicant submits to a registrar for registration.

"RO" means Roar Basketball LLC, a limited liability company registered in Delaware, USA with its principal office at 3059a M. Street NW, Georgetown, Washington DC, 20007 USA which has the responsibilities to manage the Registry on behalf of FIBA.

"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 information such as the Labels that may be Allocated during a Sunrise Period.

"Sunrise" means the period during which Sunrise- eligible Trademark Holders have the opportunity to submit an Application for a domain name in the TLD prior to the General Availability.

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

"Trademark Holders" are those eligible trademark owners who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the eligibility requirements specified in the Trademark Sunrise Policy.

“TLD” means Top Level Domain and for the purpose of this policy the TLD shall be .basketball.

'TMCH' means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

'TMCH Guidelines' means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.

“Trademark Claims Notice” means the notice that the Registrar is required to present to registrants, notifying them that their proposed registration matches a trademark registered in the TMCH

“Trademark Claims Service” means the service as described at <http://newgtlds.icann.org/en/about/trademark-clearinghouse/registries-registrars> that provides a Trademark Claims Notice to a prospective registrant of a domain name within a gTLD.

“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 Clearinghouse Guidelines” means the guidelines that can be found at the following link <http://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 a 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 Match” means that a Label is a match to a trademark, as defined and described in the Trademark Clearinghouse Guidelines.

“Trademark Record” means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

“Uniform Dispute Resolution Procedure” (UDRP) means the procedure, further defined

at <https://www.icann.org/resources/pages/policy-2012-02-25-en> established by ICANN for resolving disputes between owners of registered trade marks and domain names.

“Uniform Rapid Suspension System” (URS) means the process, as further described at <http://newgtlds.icann.org/en/applicants/urs> by which a registered domain name may be suspended as a result of a complaint filed by a trademark owner.

“Validated Mark” means 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.

15. Technical Implementation Notes

Technical Implementation Notes No. 1

This is the first of an intended series of Technical Implementation Notes (TIN) the .basketball Registry Operator (“RO”) will issue to provide guidance on aspects of the implementation of the policies applying to .basketball. It is to be read as an explanatory addendum to the Policies, and is incorporated into and forms part of the Policies.

- 1.1 The Registry may modify this TIN from time to time in its sole discretion. Every effort will be made to give registrars, registrants and any party affected by the information in this TIN reasonable notice of the content of this TIN
- 1.2 This TIN addresses some of the Registrar requirements of the Limited Registration Periods (“LRPs”) for .basketball, the dates for which are set out in the “dot basketball roll out dates” document posted at www.nic.basketball. It also deals with the implementation of domain registrations during those LRPs. Policy 5 and 13 provide that:
 - 1.2.1 Registrations may be made in the LRP only by “qualifying Applicants from the global basketball community”;

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- 1.2.2. Community Priority Applicants (CP Applicants”) are to be provided with a Community Priority Token (“CP Token”);
 - 1.2.3. Entry of a CP Token is a prerequisite for .basketball domain name registration at the Registry during the LRP;
 - 1.2.4. CP Applicants must certify the veracity of Community Priority applications (“CP applications”);
 - 1.2.5. Names registered in the .basketball registry during the LRP may not be transferred to a different registrar for a period of 5 years after first registration;
 - 1.2.6. CP Applicants grant RO, by virtue of their CP Application a limited license to use the domain names, logo and trading names of the CP Applicant or its business in marketing materials by the RO.
 - 1.2.7. Coupons may be used within LRPs to define access terms and prices to sales promotions available to sets of CP Applicants.
- 1.3 **Qualifying Applicants.** FIBA will identify “qualifying Applicants (Q Applicants) at its sole discretion, and inform them of the fact of their qualifications together with any limitations that may be placed on their registrations. The names of Q Applicants will be posted as soon as practicable after invitation, at www.nic.basketball.
- 1.4 **Community Priority Token.** FIBA will issue each Q Applicant with a unique token that the Q Applicant is required to use when registering any domains in the LRP. The Q Applicant is entitled to make its token available for use in registration by members of its own community. The allocation of its token to its members is a matter for the exercise of discretion by the Q Applicant. Registrars will be required to remit a rebate of 10% of the registration fee earned from the sale of domains to the Q Applicant that holds the token lodged at the time of the registration.
- 1.5 **Confirmation Required.** Registrations made by Q Applicants will be held in “pending create” status until verified by the RO against the invitation and other registration criteria.
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- 1.6 **Token Required.** Entry of a CP Token is required at the time of every registration made during the LRP.
- 1.7 **Applicant undertaking** Registration of a domain during LRPs (excepting QLP) shall include a step where the CP applicant gives its undertaking that the registration is a valid and proper application meeting LRP conditions.
- 1.8 **No Refunds.** There shall be no refunds for any registration made during the LRPs and which, at the discretion of the RO, does not meet the conditions for registration in the LRP.
- 1.9 **Registration is discretionary.** All LRP registrations are at the discretion of the RO as to completeness, applicability, conformity with the rules and general registrability. Any complaint that a registration has been made, or not made, in breach of these rules shall be referred to a dispute resolution process as set out in Chapter 7 of the Polices (“Sunrise Dispute Resolution Policy”) with the changes that references to registration made during “Sunrise” and to “Sunrise policies” shall be deemed and interpreted to refer to “LRP” and “LRP policies” , with all consequential and inherent changes necessary to give effect to that Policy in this circumstance.
- 1.10 **QLP Licence.** CP Applicants of registrations during QLP will also indicate their awareness of and consent to the terms of the licence to the RO to use their domain names, logo and trading names by the RO for marketing purposes.
- 1.11 **Coupons.** The RO from time to time will mandate coupon programs for classes of CP Applicants. Such coupons may specify price changes for specified periods or for specified classes of CP Applicants, create bulk discounts or other such sales terms. Registrars may be notified of such coupon programs and will provide any rebates as may be due under such coupon schemes.
- 1.12 **Contacting Applicants.** The RO may contact Q Applicants to verify any aspect of the application, including the applicant’s status in relation to the invitation, and registration eligibility.
- 1.13 **Voluntary Registrar Suspension.** Registrars to the .basketball Registry/Registrar Agreement may indicate that they wish to opt out of participation in sales of .basketball domains during the

.basketball LRPs. Such registrars will remain accredited to the .basketball registry but have their accreditation suspended for the term of the LRP.