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.BBC Domain Name Registration Policy

This .BBC Domain Name Registration Policy (.BBC Domain Policy) sets out the terms and conditions governing the registration and use of domain names in the .BBC Top Level Domain.

The .BBC Domain Policy may be updated periodically, without prior notice. The current version can be found at *nic.bbc*, and continued registration or use of a .BBC domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the current terms of the .BBC Domain Policy is to cancel the requested domain name registration.

The terms of the .BBC Domain Policy as described below constitute the entire agreement concerning the registration of a .BBC domain name; no other agreements or representations supplement or alter the terms of the .BBC Domain Policy, except as expressly incorporated herein.

General/Definitions

Abuse Point of Contact means the BBC Abuse Team, who can be reached at abuse@bbc.co.uk.

BBC (or “we” or “us”) means British Broadcasting Corporation.

.BBC means the .BBC Top Level Domain.

.BBC Domain Policy the .BBC Domain Name Registration Policy which sets out the terms and conditions governing the registration and use of domain names in the .BBC Top Level Domain.

Identical Match means that the domain name consists of the complete and Identical textual elements of a Clearinghouse-validated trademark. In this regard: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it (“@” and “&”); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural or “marks contained” (i.e., “brandx” in “brandxproducts”) qualify for inclusion.

Registrar means the entity through which a .BBC domain name registration is undertaken.

Registry Services Provider means the entity providing back-end technical and operational services for the .BBC Registry.

Top Level Domain means the final characters after the dot in a domain name; in the case of “*nic.bbc*”, this is “*bbc*”.

Trademark Claims means notice to a prospective domain name registrant of the scope of the mark holder’s rights whereby the prospective registrant warrants that: (i) they have received notification that the mark(s) is included in the Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe on the rights that are the subject of the notice. If the domain name is registered

subsequent to the notice being issued and the registrant attesting to its non-infringement, the Registrar or the Clearinghouse will notify the mark holders(s) of the registration.

Trademark Clearinghouse means a central storage repository of validated (authenticated) trademark rights-related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services.

You or your means an individual or entity seeking to initiate registration of a .BBC domain name, or if allowed, the domain name registrant.

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

All communications and information under this .BBC Domain Policy shall be in English.

Registration Eligibility

Eligibility to register or use a .BBC domain name (including controlling associated DNS records) is limited to BBC, its Affiliates, or Trademark Licensees.

The terms “Affiliates” and “Trademark Licensees” are defined and used in the .BBC Domain Policy as it is in the ICANN Registry Agreement applicable to the .BBC Top Level Domain, available at www.icann.org/en/about/agreements/registries/bbc.

BBC reserves the right, for any reason, to periodically verify .BBC domain name registration eligibility. Any determination as to such eligibility shall be made by BBC in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. BBC reserves the right, in its sole discretion, to suspend, cancel, revoke, or take other action it deems necessary with respect to a .BBC domain name registrant in the event it determines that their registration violates the registration eligibility criteria. Questions about a determination by BBC as to .BBC domain name registration eligibility should be directed to the BBC’s Domain Manager.

To assist in ensuring compliance with the .BBC Domain Policy, “privacy” or “proxy” registrations may not be permitted in the .BBC Top Level Domain.

Registration Terms & Conditions

By submitting a request to register a .BBC domain name, or by asking us to maintain or renew a .BBC domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by the .BBC Domain Policy
- you warrant and represent that you meet the .BBC domain name registration eligibility criteria. If after registration, you no longer meet the eligibility criteria, you will notify the Registry Operator in writing.
- you warrant and represent that you are legally capable, and authorized to enter into an agreement for a .BBC domain name registration

- you acknowledge and agree that all .BBC domain name registrations are, and shall irrevocably remain, the sole property of BBC and that any attempted transfer, delegation, or assignment to any third party may be considered void ab initio
- registration of a .BBC domain name merely provides you with a temporary, revocable, and non-transferrable license to register or use that domain name, and you agree that all .BBC domain name registrations are made for the benefit of BBC in furtherance of its goals and operating principles
- you agree that BBC's Whois data requirements require you to provide complete, accurate, and current contact details in order to undertake a .BBC domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, BBC may publish these contact details or provide them to third parties
- you agree to immediately (but at least within 48 hours of any change) update your contact details and to certify their accuracy annually
 - you agree that any change or update to your contact details may be subject to prior approval by BBC
 - BBC reserves the right to periodically verify contact details, and to cancel, suspend, or revoke a requested domain name registration for any non-compliance with the .BBC Domain Policy including the obligation to provide accurate and current contact details
 - you agree to indemnify and hold BBC harmless for any communication failure due to the provision of inaccurate contact details
 - you understand that BBC disclaims all liability for any communication failure due to the provision of inaccurate contact details
- you understand and agree that if relevant, and in appropriate circumstances, the publicly-available Whois information for .BBC domain name registrations may reflect BBC as the domain name registrant
- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you agree that for certain aspects of the management of the .BBC Top Level Domain, for example a rapid takedown process, BBC may delegate certain functions to an agent such as its registry services provider
- you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including
 - the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP and rules are located at: www.icann.org/dndr/udrp/policy.htm

- o the Uniform Rapid Suspension system (URS); the URS and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>

You also agree to the applicability of the Terms of Use of BBC Online Services, which are incorporated herein as relevant, and which are available at www.bbc.co.uk/terms/, including in particular but without limitation as to Indemnity, Warranties, and Limitations of Liability.

Suspension, Termination & Revocation

You agree that BBC reserves the right, in its sole discretion, to suspend, lock, cancel, revoke, or otherwise alter any .BBC domain name registration including by making changes to DNS settings or taking any other action (including any actions made possible in the future by changes in DNS-related technical protocols or otherwise) deemed necessary by BBC in its sole discretion:

- (i) to protect the interests of BBC
- (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights protection mechanisms
- (iii) to avoid any civil or criminal liability against BBC or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors
- (iv) pursuant to the .BBC Domain Policy
- (v) to remedy any error in connection with a .BBC domain name registration
- (vi) as otherwise deemed necessary by BBC in its sole discretion.

Domain Name Registration Rules

Domain name registrations in the .BBC Top Level Domain follow a four-step process managed by BBC or its Registrar or agent: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; (iv) Registration.

.BBC domain name registrations are available to eligible registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .BBC Top Level Domain, they will be subject to the .BBC IDN registration pairing rules as and when they are developed.

(i) Eligibility Confirmation

Only BBC, BBC's Affiliates, or Trademark Licensees who agree to be bound by the terms of the .BBC Domain Policy are eligible to register or use a .BBC domain name. .BBC domain names may not under any circumstances be registered or used by third parties other than BBC, BBC's Affiliates, or Trademark Licensees.

Prior to any .BBC domain name registration or renewal, and at any time during the registration lifecycle, domain name registrations will be verified by BBC for compliance with this .BBC Domain Policy including as to eligibility.

(ii) Naming Convention Check

.BBC domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these
- c. must start and end with an alphanumeric character, not a hyphen
- d. must not be a Reserved Name
- e. domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid Internationalized Domain Name in ASCII encoding (for example “xn--ndk061n”).

(iii) Acceptable Use Review

By asking us to register or renew a .BBC domain name registration, you warrant and represent that the requested .BBC domain name registration does and will at all times comply with the .BBC Domain Policy.

Registration or renewal of a .BBC domain name is subject to BBC’s satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during a .BBC domain name registration.

(iv) Registration

Provided that the .BBC eligibility confirmation, naming convention check, and acceptable use review are satisfied, and any fees paid, BBC will provide a secure instruction per its internal domain management process and policies to the Registrar to proceed with the registration or renewal of the requested .BBC domain name.

If at any point prior to the registration expiration date you no longer wish to maintain the requested .BBC domain name registration, you may submit a written request by email to BBC at hostmaster@bbc.co.uk and the Registrar requesting cancellation of the applicable registration. Please note that if you cancel a .BBC domain name registration, BBC is under no obligation to make that domain name available for future registration.

Renewal & Cancellation

At the conclusion of the registration period for the requested .BBC domain name, unless you have instructed the Registrar (with a copy to us) otherwise prior to the expiration of the requested .BBC domain name registration, the Registrar will renew the requested .BBC domain name registration on the basis of an agreed standing renewal order; in the event the requested .BBC domain name registration is renewed, the Registrar will collect any applicable renewal fees.

Acceptable Use

BBC reserves the right to periodically review .BBC domain name registrations and uses for compliance with this .BBC Domain Policy. For example, but without limitation, by registering a .BBC domain name, or by asking us to maintain or renew a .BBC domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether the requested domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .BBC domain name does not and will not:
 - give rise to any morally objectionable or otherwise socially questionable conduct
 - violate any applicable laws or regulations
 - in any way harm the reputation or goals and operating principles of BBC

You further agree that BBC may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .BBC Domain Policy if the registration or use of a .BBC domain name violates this .BBC Domain Policy or applicable law, or otherwise violates standards of conduct deemed acceptable to BBC in its sole discretion.

By registering a .BBC domain name, or by asking us to maintain or renew a .BBC domain name registration, you agree to follow the BBC's domain registration conventions/policies which may, in the BBC's sole discretion, be updated from time to time.

Any failure to comply with these acceptable use standards may be considered a breach of the .BBC Domain Policy and may, in BBC's sole discretion, be grounds for the suspension, cancellation, or revocation of the requested .BBC domain name registration.

Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in the ICANN Registry Agreement applicable to the .BBC Top Level Domain, and in particular
 1. the terms "example", "www", "rdds", and "whois" at all levels, which at BBC's discretion shall be withheld from registration or allocated to BBC
 2. the term "nic", at all levels, as this term shall be allocated to BBC for use in connection with the operation of the .BBC Top Level Domain
- b. any term reserved by BBC from time to time in its sole discretion

Abuse Prevention and Mitigation

BBC will not tolerate abusive or malicious conduct (including, but not limited to: illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal child sexual images, online sale or distribution of illegal pharmaceuticals) in the .BBC Top Level Domain. In addition to any monitoring BBC may undertake to prevent abusive or malicious conduct, BBC has established an abuse point of contact for handling complaints or

concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .BBC Top Level Domain. In the event of a complaint or information from a law enforcement agency, BBC will acknowledge receipt within a reasonable time of the BBC Abuse Team receiving the complaint or information.

Rapid Takedown Process

In furtherance of BBC's efforts aimed at abuse prevention and mitigation, or where it appears that a .BBC domain name is being used to threaten the stability or security of the .BBC Top Level Domain or is a part of a real-time investigation by law enforcement, BBC may, either on its own initiative or based on information provided by a third party where appropriate and in the BBC's discretion, initiate a threat mitigation process.

In the event of any suspected abusive or malicious conduct or violation of the .BBC Domain Policy or any applicable laws, BBC may suspend or lock the requested domain name registration pending resolution of any such suspected violation.

In the event a threat mitigation process is initiated, after any assessment by BBC, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to BBC on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 24 hours of BBC's request, BBC may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If BBC determines that the subject domain name is being used to threaten the stability or security of the .BBC Top Level Domain or is a part of a real-time investigation by law enforcement, BBC reserves the right to immediately remove the subject domain name from the zone, in which case BBC will inform the Registrar of such action being taken.

While respecting privacy and confidentiality, BBC may periodically conduct technical analyses to assess whether domain names in the .BBC Top Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets. If BBC identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the Registrar does not take immediate action, BBC may suspend the domain name until the matter is resolved.

BBC or its delegate may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

Abuse Point of Contact

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .BBC Top Level Domain should be directed to the .BBC Abuse Point of Contact. Complaints may also concern Whois information accuracy, or concerns that a domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .BBC Abuse Point of Contact can be reached by email at: abuse@bbc.co.uk or by mail at: c/o Brandon Butterworth, Chief Scientist, BBC, Broadcasting House, Portland Place, London, W1A 1AA, UK.

Data & Privacy

By applying to register a .BBC domain name, or by asking us to maintain or renew a domain name registration, you agree to the applicability of the current version of the Privacy Policy as described in the *BBC Terms of Service* available at www.bbc.co.uk/privacy/information/policy/.

You agree that BBC's Whois data requirements require you to provide complete, accurate, and current contact details in order to undertake a .BBC domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, BBC may publish these contact details or provide them to third parties.

You also agree that ICANN may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete Whois contact information.

Disputes

All disputes between you and BBC concerning the registration of a .BBC domain name shall be handled according to the terms of the BBC Terms of Service, available at: www.bbc.co.uk/terms/.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

(i) UDRP

By registering a .BBC domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: www.icann.org/dndr/udrp/policy.htm.

The remedies available for a successful complaint under the UDRP are cancellation or transfer of the domain name to the UDRP filing complainant. In the event of a UDRP decision concerning a .BBC domain name, ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of the .BBC Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of the .BBC Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, BBC will cancel the subject domain name registration. At BBC's sole discretion, such cancelled domain name registration may

be placed on a “reserved” list, or may be made available for registration under the terms of the .BBC Domain Policy.

(ii) URS

By registering a .BBC domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at:

<http://newgtlds.icann.org/en/applicants/urs>.

.BBC Launch Policy

This .BBC Launch Policy sets out the policies to be followed during the initial launch phased for the .BBC Top Level Domain.

Trademark Claims

For purposes of .BBC Trademark Claims BBC will recognise and honour all word marks that have been or are:

(i) nationally or regionally registered;

(ii) court-validated; or

(iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Clearinghouse for inclusion – for purposes of Trademark Claims no demonstration of use is required.

The Registrar will provide notice to trademark owners whose marks have been validated by the Clearinghouse where a .BBC registration which is an exact Identical Match to their trademark is registered during the first 90 days (the “Trademark Claims Period”) after the .BBC Top Level Domain is open for general registration.

During the Trademark Claims Period, an attempt to register a domain name that is an Identical Match to a Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a registrant’s confirmation that they have received and understand Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by BBC in accordance with the .BBC Domain Policy.

If, pursuant to the .BBC Domain Policy, a request to register a .BBC domain name which is an Identical Match to a Clearinghouse-validated mark is eligible and subsequently registered, BBC or the Registrar will notify the relevant mark holders(s) of the registration.

Annex - Trademark Claims Notice

TRADEMARK NOTICE

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following **[number]** marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName> Jurisdiction:
<tmNotice:jurDesc>
Goods and Services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable:
<tmNotice:classDesc>
Trademark Registrant: <tmNotice:holder> Trademark
Registrant Contact: <tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number:
UDRP Provider:

2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice, see <link to [info] page>.

