

12 May 2014

Internet Corporation for Assigned Names and Numbers ("ICANN") 12025 Waterfront Drive, Suite 300 Los Angeles, California 90094

Attention: New gTLD Program Staff

#### **Application for .Brand TLD Designation**

Australian Football League (**Registry Operator**), in connection with the execution of the Registry Agreement for the .AFL TLD (**Registry Agreement**), hereby applies for .AFL TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as <a href="Exhibit A">Exhibit A</a> and the registration policies attached hereto as <a href="Exhibit B">Exhibit B</a> are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13.

Questions about this request should be directed to

AFL Manager – Legal & Business Affairs 12 May 2014

**Australian Football League** 



#### **Exhibit A**

#### **Trademark Registration**



Trade Marks Office Canberra

I, TENEAL KOWALICK, DELEGATE OF THE REGISTRAR, hereby certify that the annexed is a true copy of the Certificate of Registration in respect of Trade Mark No. 707792.

I further certify that Trade Mark No. 707792 is in full force and effect until 06 May, 2016 and may be renewed for further 10 year periods upon compliance with official requirements.

WITNESS my hand this TWENTIETH day of May, 2014.

TENÉAL KOWALICK

DELEGATE OF THE REGISTRAR



### CERTIFICATE OF REGISTRATION OF

### TRADE MARK

No. 707792

I, Celia Poole, Registrar of Trade Marks hereby certify -

that the trade mark represented on this certificate was filed as Trade Mark No. 707792 on 6 May 1996. It is due for renewal on 6 May 2016 and Australian Football League ACN/ARBN 004 155 211 of AFL House 140 Harbour Esplanade DOCKLANDS VIC 3008 AUSTRALIA has been entered in the Register of Trade Marks as the owner of the trade mark.

The trade mark is registered in the following class/es: 3, 9, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 34, 35, 36, 38, 41, 42

### **AFL**

The goods and/or services for which the trade mark is registered, plus any endorsement, additional owners or other information relating to the registration, are listed on the attached pages.



Given under my hand and the seal of the Trade Marks Office on 19 May 2014

Celia Poole
REGISTRAR OF TRADE MARKS

**TRADE MARKS ACT 1995** 



# CERTIFICATE OF REGISTRATION OF TRADE MARK ATTACHMENT

#### No. 707792

The trade mark is registered for the following goods and/or services:

Preparations and substances for laundry use; stain removers; cleaning, polishing, scouring and abrasive preparations; personal care products and personal cleaning products including cleansing creams and lotions; soaps, perfumed soaps; perfumes, perfumery, non-medicated skin products and preparations including body lotions, body creams and moisturizers; personal deodorants and anti-perspirants; suntan preparations; shaving preparations, shaving soaps and after-shave preparations; beauty care products and preparations, eye shadows; non-medicated toiletries, talcum powder for toilet use, bath articles in class 3; cosmetics and cosmetic preparations and substances; essential oils; hair care products, hair lotions, hair shampoos; dentifrices, and preparations for cleaning dentures being goods in class 3

Electric, photographic, cinematographic, video, optical, measuring, signalling and teaching apparatus and instruments; apparatus and instruments for recording and/or transmission and/or reproduction of sound/images; automatic vending machines, data processing equipment and computer apparatus and instruments; computer operating programs, computer programs, computer software and video game software; magnetic data carriers; audio, video, computer and laser tapes, discs, compact discs, cassettes and cartridges; pre-recorded audio, video, computer and laser tapes, discs, compact discs, cassettes and cartridges; video games and computer game tapes, discs, compact discs, cassettes and cartridges; games in class 9, coin operated games, coin freed games; video games and computer games for playing in game arcades and game playing venues; electronic video arcade game machines, games for use with television receivers and/or computer monitors and/or other separate display apparatus; parts, fittings and accessories in class 9 for the aforesaid goods being goods in class 9

Jewellery, costume jewellery, trinkets, horological instruments, chronometric instruments, sundials, clocks, watches, watch bands, watch straps, watch chains, cuff links, tie clips, tie pins, ornamental pins, earrings, jewellery bracelets, jewellery brooches, jewellery medallions, jewellery necklaces, jewellery rings, jewellery pendants, jewellery buckles, jewellery ornaments, jewellery chains, key chains, key ring trinkets, key ring fobs, medals, coins; goods of precious metal or coated therewith namely badges, boxes, cases, containers and household utensils; and parts, fittings and accessories in class 14 for the aforesaid goods being goods in class 14

Paper, cardboard, goods in class 16 made from paper and/or cardboard; wrapping paper, paper flags, paper pennants, paper bibs, paper placemats, paper napkins, paper coasters, cardboard coasters, printed matter, printed publications, books, magazines, newspapers, activity books, statistical books, guide books, reference books, newsletters, pamphlets, printed programs, printed entertainment programs, printed game programs, printed fixtures; printed matter for the radio, television and print media; stationery, exercise books, diaries, calendars, memo pads, folders, note books multi-ring binders, book covers, portfolios, printed statistics sheets, writing instruments, ball point pens, pencils, office requisites except furniture, drawing rulers, erasers, instructional and teaching materials except apparatus, cards, playing cards, trading cards, sports trading cards, football trading cards, dance team trading cards, mascot trading cards, entertainment trading cards, post cards, greeting cards, note cards, stamps, sports stamps, football stamps, posters, stickers, bumper stickers, decalcomanias, albums, scrap books, autograph books, photographs, mounted photographs, line art colouring boards, non-textile labels, tickets and control tokens being goods in class 16

Leather and imitations of leather; goods in class 18 made of leather and imitations of leather; pelts, hides, animal skins and fur skins; trunks, travelling trunks, cases, suitcases, brief cases, valises, haversacks, rucksacks, school satchels; vanity cases (not fitted) bags, game bags, travelling bags, bags for campers, bags for climbers, handbags, sling bags for carrying infants, garment bags used when travelling; purses, wallets, key cases; umbrellas, walking sticks; whips, harness and saddlery, parts, fittings and accessories in class 18 for all the aforesaid goods being goods in class 18

Furniture, office furniture and school furniture; massage tables, mirrors, picture frames; works of art, figures, stuffed animals; air cushions, air pillows (not for medical purposes); signboards in class 20, display boards, display stands and show cases; flag poles; non-metal registration plates and non-metal nameplates being goods in class 20

Household or kitchen utensils and containers (not of precious metal or coated therewith) combs, sponges and brushes (except paint brushes); brush-making materials; articles for cleaning purposes including abrasive pads for kitchen purposes, scouring pads of metal; steelwool; glassware, porcelain



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and earthenware not included in other classes; cooking utensils in class 21 including griddles, grills, pans, pressure cookers, saucepans and waffle irons; figurines and statuettes; works of art made of porcelain, terra-cotta or glass; insulating and other holders for bottles and for cans, cooling devices containing heat-exchange fluids and other refreezable packs; vacuum bottles, heat insulated beverage and food containers, refrigerating bottles; drinking vessels including cups and mugs (not of precious metal) drinking flasks being goods in class 21

Textiles and textile goods in class 24 including flags, banners, bath linen (except clothing), textile wall hangings, non-woven textile fabrics, bunting, household linen, brocades; textile blinds; loose furniture covers; plastic coverings for furniture; handkerchiefs; bed covers including quilts, blankets, eiderdowns, sheets, pillowcases, mattress covers and protectors, padded quilts, travelling rugs; table covers including textile table napkins and serviettes, textile table linen, textile table mats and coasters, table runners being goods in class 24

Clothing, leisure wear, sportswear, uniforms, babywear, underwear, underpants, boxer shorts, singlets, leotards, shirts, sports shirts, blouses, T-shirts, sweatshirts, tank tops, polo shirts, skivvies, rugby tops, grandpa tops, shorts, board shorts, tracksuits, warm-up suits, pants, warm-up pants, sweat pants, trousers, jeans, dresses, skirts, clothing belts, knitwear, jumpers, sweaters, guernseys, jerseys, cardigans, vests, neckwear, cravats, neckties, scarves, jackets, bomber jackets, blazers, formal wear, suits, coats, parkas, anoraks, rainwear, raincoats, swimsuits, sleepwear, pyjamas, nightshirts, night gowns, dressing gowns, bath robes, cloth bibs, aprons, gloves, mittens, headwear, hats, caps, berets, beanies, ear muffs, clothing hoods, visors, headbands, wristbands, socks, stockings, hosiery, footwear, shoes, boots, sandals and slippers being goods in class 25

Carpets, automobile carpets; rugs, mats, bath mats, door mats, gymnasium mats, gymanstic mats, non-slip mats, reed mats, matting, linoleum and other materials for covering existing floors, floor coverings including insulating floor coverings; wallpaper, non-textile wall hangings and tapestries; artificial turf being goods in class 27

Games, playthings, sporting goods in class 28, balls for games, playballs, rubber action balls, foam action balls, balls for sports, golf balls, footballs, toy footballs, miniature footballs, pumps for inflating sporting balls, needles for such pumps, sports gloves, football gloves, golf gloves, golf bags, golf tees, exercise and physical training apparatus and articles, toys, toy vehicles, toy cards, dolls, jigsaw puzzles, board games; self contained apparatus and instruments for playing games including mechanical games, electronic games, computerised games, battery operated games, games that are portable, games that include a built-in display, games that include a built-in program, games that receive one or more programs; hand held portable self contained apparatus and instruments for playing games; parts, fittings and accessories in class 28 for the aforesaid goods; but excluding games that are adapted or intended for use with a separate television or computer monitor or other separate display apparatus and also excluding games that are coin and/or counter freed or coin and/or counter operated being goods in class 28

Meat, meat extracts, meat gravies, meat jellies, preserved meat, fish, fish fillets, preserved fish, foods prepared from fish, herrings and sardines, crayfish and lobsters (not live), shellfish including oysters and prawns (not live-; poultry and game (not live); preserved, dried and cooked fruits and vegetables including frozen and frosted fruits, fruit chips;-fruit peel, preserved fruit in alcohol, stewed fruit; fruit pulp, fruit salads and vegetables salads; jellies, jams, fruit sauces, eggs, powdered eggs, egg whites, milk products including cream, cheese, butters, margarines, yoghurt; edible oils, cocounut oil, corn oil, rape oil, sunflower oil, palm oil; edible fats, pastes and pates; pickles, bouillon and bouillon concentrates, cavier, potato chips and potato crisps being goods in class 29

Coffee, artificial coffee, coffee subsitutes and coffee-based beverages, tea, cocoa, and cocoa-based beverages, sugar and natural sweeteners, tapioca, sago; flour, flour-mill products and preparations made from cereals; bread, bread rolls, buns, cakes, biscuits, cookies, pasta, pancakes, waffles, meat pies, pasties, pastry, pastry tarts and confectionery, chocolate, golden syrup, honey, treacle; yeast, baking powder; salt, mustard, vinegar, sauces (condiments), seasonings, spices; ice; sherbert, sorbets, ice creams, pralines, salad dressings, malt and molasses for food; sandwiches being goods in class 30

Beers, malt beer, ginger beer, non-alcoholic beverages, non-alcholic fruit extracts, non-alcoholic fruit juice beverages, fruit juices, preparations for making mineral water, mineral water, aerated water, table



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water, water beverages; syrups, essences and other preparations in class 32 for making beverages being goods in class 32

Tobacco, products containing tobacco, cigarettes, cigarillos, cigars; cases and holders (not of precious metal) for tobacco products including jars and pouches; cigarette paper, cigar cutters; matches and lighters for smokers, tobacco pipes, cigarette holders not of precious metal, mouth pieces for cigarette holders, match boxes and match holders (not of precious metal), tobacco pipe cleaners, tobacco pipe packs; ashtrays not of precious metal, smokers sets, firestones being goods in class 34

Advertising and publicity services, services relating to television and radio advertising and television and radio commercials; business information, inquiries and investigations, professional business consultancy, business management, assistance and organization services, drawing up of account statements; business administration, updating and dissemination of advertising material, rental of advertising space, business appraisals, auditing, bill posting and book keeping, business research, organising exhibitions for commercial or advertising purposes, market research, demonstration of goods, direct mail advertising, auctioneering, employment agency services, public relations, office functions including secretarial services being services in class 35

Insurance services; insurance brokerage, consultancy, information, underwriting services; financial services, financial consultancy information management and evaluation services; fiscal assessment, monetary affairs; real estate affairs, selling, renting and including leasing appraisals and management services; operating lotteries; charitable fund raising being services in class 36

Radio telecommunications, radio broadcasting, television telecommunications, television broadcasting, cable television telecommunications, cable television broadcasting, computer aided transmission of messages and images, communications by computer terminals and news agency services being services in class 38

Entertainment, amusement, recreation, sporting activities, sport competitions, sport matches, sport games; sport exhibitions, sport events, sport award functions, sport information, sport education, physical education, coaching, sport coaching, physical coaching, training, sport training, physical training; publication of books, magazines, pamphlets and printed matter (other than publicity texts); library services; radio and television entertainment; film, video, radio and television production; hire of film, video and sound recordings; gaming, provision of gaming machines and provision of gaming facilities; services in class 41 relating to football, football competitions, football matches, football games, football exhibitions, football events, football telecasts, football broadcasts, football education, football information, football awards, football coaching, arranging football clinics, conducting football clinics; production of football videos and films; football mascot performances, football cheer leader performances and dance team performances being services in class 41

Accommodation services, services rendered in providing accommodation, hotels, hotel services, hotel and motel management, hotel and motel reservations, medical services, health care, massage, physiotherapy, chiropractics, photography, photographic reporting, providing facilities for exhibitions, clothing rental, computer programming, services rendered in respect of serving food and serving beverages; services pertaining to operating stores, restaurants, canteens, cafes, cafeterias, bars, snack bars and self-service food and/or beverage facilities; services pertaining to the provision of bodyguards and security guards; security services; rental services including rental of computer software, computer hardware, temporary accommodation and vending machines; services pertaining to the hiring of electrical apparatus; photography services; printing services; services in class 42 relating directly or indirectly to football or sports; wholesaling, retailing and supply of the following goods; bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; video and sound recording, magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers, computer software; fire extinguishing apparatus; precious metals and their alloys and goods in precious metals or coated therewith including badges; jewellery; precious stones; horological and chronometric instruments; paper, cardboard and things



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made from these materials; printed matter, reading matter; bookbinding material; photographs; stationery; writing instruments adhesive for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites; instructional and teaching material (except apparatus); plastic materials for packaging; playing cards; printers' type; printing blocks; leather and imitations of leather, and goods made of these materials; animal skins, hides; trunks and travelling bags; umbrellas; parasols and walking sticks; whips, harness and saddlery; furniture, mirrors, picture frames; goods of wood, cork, reed, cane, wicker, horn, bone, ivory, whale bone, shell, amber, mother-of-pearl, meerschaum and/or substitutes for all these materials, or of plastics; household or kitchen utensils and containers; combs and sponges: brushes, brush making materials articles for cleaning purposes; steel wool; unworked or semi worked glass(except glass used in building); glassware, porcelain and earthenware; textile and textile materials: textile and textile goods: manchester, bed linen and table covers, banners and pennants, clothing, footwear and headgear; badges and souvenirs; carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings; games and playthings; gymnastic and sporting articles; decorations for Christmas trees; meat, fish, poultry and game; meat extracts: preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats; coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery; ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; tobacco; smokers' articles; matches being services in class 42

#### **Exhibit B**

#### **TLD Registration Polices**

#### .AFL TLD REGISTRATION POLICY

#### 1. ELIGIBILITY

Only AFL and its Affiliates are eligible to register a Domain Name under the **.AFL** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

#### 2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements:
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

#### 3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,

- a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
- b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

#### 4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

#### 5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses:
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

#### 6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

#### 7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with AFL's response to Question 22 Geographic Names.

#### 8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

#### 9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

#### 10. TERM OF REGISTRATION / RENEWAL

#### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

#### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

#### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

#### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

#### 11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

#### 12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

#### **13. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

#### 14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

#### 15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

#### **16. DEFINITIONS**

Affiliate has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the **.AFL** TLD or for which a request or application for registration has been filed with the Registry;

ICANN's Dispute Policy means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

Registry means Australian Football League ("AFL");

Registry Agreement means the agreement between the Registry and ICANN;

#### Registry Rules mean:

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.