.Brand TLD Designation Application

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ANZ TLD (the "Registry Agreement"), hereby applies for .ANZ 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 Exhibit A and the registration policies attached hereto as Exhibit B 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 [redacted].

Submitted by: [redacted]
Position: [redacted]
Dated: 14/7/14
Email: [redacted]
Exhibit A

Trademark Registration

Please see following pages
CERTIFICATE OF REGISTRATION OF
TRADE MARK

No. 1310607

I, Fatima Beattie, Registrar of Trade Marks hereby certify -

that the trade mark represented on this certificate has been registered as a Trade Mark, No. 1310607 in the Register of Trade Marks for a period of ten years commencing from 21 July 2009 and that Australia and New Zealand Banking Group Limited ACN/ARBN 005 357 522 of Level 14 100 Queen Street MELBOURNE VIC 3000 AUSTRALIA has been entered in the Register of Trade Marks as the owner of the trade mark.

ANZ

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 05 May 2011

Fatima Beattie
REGISTRAR OF TRADE MARKS

TRADE MARKS ACT 1995
The trade mark is registered for the following goods and/or services:

Stationery, paper, posters, printed publications, non-magnetic cards, booklets, diaries, instructional and teaching material, pens, pencils, calendars, cheque books, cheque book holders, account record books, non-electric credit card imprinters, stickers, envelopes, printed forms being goods in class 16

Loyalty rewards services, auditing, book-keeping, business information, statistical information, business inspections and business appraisals, payroll preparation, profit surveys, retail and wholesale marketing services, Internet marketing services, online advertising and directory services, market research, public relations, tax preparation being services in class 35

Data transmission and telecommunication services, Internet communication services, electronic mail and encrypted communications, online chat sites and forums being services in class 38

Instructional and training services, organization of competitions, arranging and conducting of conferences being services in class 41

Computer programming, leasing of software and online applications, online software tools for financial management of businesses, web site design services; computer access, authorisation, authentication, encryption, identification and digital certificate services being services in class 42

The trade mark is subject to the following endorsements:

Provisions of subsection 41(5) applied.

Provisions of subsection s44(4) and/or Reg 4.15A(5) applied.
CERTIFICATE OF REGISTRATION OF
TRADE MARK

No. 1298392

I, Fatima Beattie, Registrar of Trade Marks hereby certify -

that the trade mark represented on this certificate has been registered as a Trade Mark, No. 1298392 in the Register of Trade Marks for a period of ten years commencing from 11 May 2009 and that Australia and New Zealand Banking Group Limited ACN/ARBN 005 357 522 of Level 14 100 Queen Street MELBOURNE VIC 3000 AUSTRALIA has been entered in the Register of Trade Marks as the owner of the trade mark.

ANZ

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 05 May 2011

Fatima Beattie
REGISTRAR OF TRADE MARKS

TRADE MARKS ACT 1995
No. 1298392

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

Computer software, magnetically encoded cards, chip cards, automatic teller machines, EFTPOS (electronic funds transfer - point of sale) machines, credit card verification machines, electric advertising signs, video screens, video display units, computers, magnetic data carriers, recording discs and other electric, electronic, optical or opto-electronic devices for storing and/or processing data being goods in class 9

Financial services, banking services, electronic funds transfer services, internet banking services, cheque account services, savings account services, credit card services, insurance services, brokerage, charitable fund raising, debit card services, exchanging money, financial information, financial management, financing, fund investments, home banking, hire-purchase financing, lending, mortgage banking, safe deposit services, issuing travellers' cheques, trusteeship being services in class 36

The trade mark is subject to the following endorsements:

Provisions of subsection 41(5) applied.
Exhibit B

TLD Registration Policies

.ANZ TLD REGISTRATION POLICY

1. ELIGIBILITY
Only ANZ and its Affiliates are eligible to register a Domain Name under the .ANZ 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;

f. forging headers, return addresses and internet protocol addresses;

h. distribution of internet viruses, worms, Trojan horses or other destructive activities; and

i. 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 ANZ’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;
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

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
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 .ANZ 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 AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (“ANZ”);

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.