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

Schwarz Domains und Services GmbH & Co. KG ("Registry Operator"), in connection with
the execution of the Registry Agreement for the LIDL TLD (the "Registry Agreement"),
hereby applies for LIDL 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: Director
Dated: 20.06.14
Email: [redacted]
Exhibit A

Trademark Registration
Por el presente se certifica que el documento que se adjunta es una copia conforme del certificado de
registro para la marca comunitaria cuyo número y fecha de registro aparecen a continuación.
El documento original puede ser consultado en el entorno de la OAMI http://oami.europa.eu
introduciendo el código de identificación indicado más arriba.

Hiermit wird bestätigt, daß die Abschrift, die diesem Beleg beigefügt ist, eine genaue Abschrift der
Eintragungsurkunde ist, die für die Gemeinschaftsmerke mit der nachstehenden Eintragungsnummer
und dem nachstehenden Eintragungstag ausgestellt wurde.
Das Originaldokument kann mittels Eingabe eines Identifizierungscode bei folgender Webadresse

This is to certify that the attached document is an exact copy of the certificate of registration issued for
the Community trade mark bearing the registration number and date indicated below.
The original document can be consulted introducing the identification code indicated above at the
following OHIM web page link http://oami.europa.eu.

Par la présente, il est certifié que le document annexe est une copie conforme du certificat
d'enregistrement délivré pour la marque communautaire portant le numéro et la date d'engagement
qui figurent ci-après.
Le document original peut être consulté sur le site web de l'OHMI http://oami.europa.eu en introduisant
le code d'identification indiqué ci-dessus.

Con la presente si certifica che il documento allegato è una copia conforme del certificato di
registrazione per il marchio comunitario contrassegnato dal numero e dalla data di registrazione
riportata sotto.
Il Documento originale può essere consultato introducendo il codice di identificazione sopra indicato,
nel indirizzo http://oami.europa.eu della pagina Web della UAMI.

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Alicante, 02/07/2014

Guido Fael
Departamento de Diseños y Modelos y del Registro
Hauptabteilung Geschmacksmuster und Geschmackssache
Department for Designs and Register
Département "Dessins et Modèles et Register"
Dipartimento Disegni e Modelli e Registro

Avenida de Europa, 4 • E-03008 Alicante • España. Tel. +34-96-513-51-00 • Fax. +34-96-513-15-44 • Internet: http://oami.europa.eu
EINTRAGUNGSURKUNDE

Diese Eintragungsurkunde wird für die unten angegebene Gemeinschaftsmarke ausgestellt. Die betreffenden Angaben sind in das Register für Gemeinschaftsmarken eingetragen worden.

N° 001778679

LIDL

Certificate of Registration

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

Date of Registration: 20.03.1992

Der Präsident / The President

[Signature]

Identity Number Code: 000000123456789


Nº 001778679

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CTN 001776679

Alicante, 02/07/2014

PsG
en particular helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales, pastas integrales, galletas, dulces a base de cacao, harina y productos de cacao.

ES - 23 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 24 - Galletas, dulces, mermeladas, helados y otros productos de cacao.

ES - 25 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 26 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 27 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 28 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 29 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 30 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 31 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 32 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 33 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 34 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 35 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 36 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 37 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 38 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.

ES - 39 - Helios, y productos alimenticios de carne, aves, huevos, leche, harina y productos de cereales.
EL - 7 - Μηχανηματα εκκαθαρισμού στον κλάδο 7, εκπαιδευτικά μηχανήματα εργασίας για την εργασία, είδη, είδη, νερού, διάθεση και δομή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχανή, μηχα

EL - 21 - Μηχανή κάθισμα και δομή εκτός εργασίας και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχανής και μηχα

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EL - 29 - Μηχανή και μηχανή και μηχανή και μηχανή και μηχα

ελληνικά κείμενα δεν μπορεί να διαβάζονται.
EL - 34 - Κάθε βιομηχανία, επιστημονική έρευνα ή άλλο δρώμενο έργο που αποτελεί παραγόντα πίεσης ή άλλων παραγόντων απειλής ή τιμώσεως εντός του πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς οφείλει να εκτιμά οικονομικά την έκταση, το επίπεδο τμήματος, τον τόπο και την διάρκεια της πρόβλημας. Παρουσιάζει πρόταση για την προσθήκη παραγόντων αντιστροφικής ή επιπλέον αντιστροφικής, απομακρύνωσης, εγκατάστασης, καθαρισμού και διαχείρισης ρύπων. Παρουσιάζει μέτρα ενάγματος καλλιέργειας, μέτρα εκπλήρωσης βασικών διατάξεων και ενδυνάμωσης της αποκατάστασης. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςον υγιούς και καταρρύπανση συμβάσεων, αναπτυξιακούς και παραπληροφορημένους στοιχεία. Παρουσιάζει πρόταση για την προστασία και επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς. Παρουσιάζει πρόταση για την πρόταση παραγόντων αντιστροφικής ή επιπλέον αντιστροφικής, απομακρύνωσης, εγκατάστασης, καθαρισμού και διαχείρισης ρύπων. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς. Παρουσιάζει πρόταση για την προετοιμασία της συνεργασίας με τα άλλα κοινοβουλευτικά θέματα, οικονομικές πιστώσεις για το πρόσθετο προϊόν, το πλαστό και το σκληρό επιπλέον αποτελέσματοςστο πλαίσιο της Κοινής Ευρωπαϊκής Αγοράς.
class 30, alcoholic beverages and tobacco, not adapted for medicinal use, included in class 30.

EN - 31 - fresh fruits and vegetables, nuts (nuts), seeds, wheat, millet, rice, maize, leeks, onions, garlic, potatoes, tobacco, tobacco substitutes, dried fruits, and vegetables, including dried fruits and vegetables, not adapted for medicinal use, included in class 30.

EN - 32 - dried fruit or vegetables, not adapted for medicinal use, included in class 30.

EN - 33 - Alcoholic beverages (except beer) included in class 33, in particular wine, spirits and liqueurs, and alcoholic fruit and vegetable juices, including liqueurs and spirits, not adapted for medicinal use, included in class 30.

EN - 34 - Tobacco and related goods, in particular cigarette packets, tobacco in rolls, cigarette papers, tobacco and tobacco substitutes, included in class 34.

EN - 35 - Teaching of information, advertising, marketing, market research and market analysis, organization consultancy and professional business consultancy, business advisory, arranging contracts for the buying and selling of goods, shop-window dressing, organization of trade fairs and exhibitions, services for advertising purposes, consultancy for business, public relations, legal services.

EN - 36 - Financial consultancy.

EN - 37 - Design and creation of goods for展览, exhibitions, advertising, and trade shows.

EN - 38 - Providing of training and further training, including management courses, sales training, professional training and training of representatives, arranging and conducting of seminars, publication of information.

EN - 39 - Transportation of goods for commercial use, packaging and dispatch of goods.

FR - 2 - Confiserie, liquors, preserves, sweets, biscuits, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, sweets, chocolate, candy, confectionery, 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null
PT - 415 - Aquisição de publicidade, marketing, propaganda do mercado e outras atividades, e publicidade de placas, bandas ou outros materiais, incluindo a dos artigos de 29, protegidos a alimentos destinados para uso em humanos, incluídos na classe 30.

PT - 416 - Constituição e montagem de equipamentos.

PT - 417 - Isolamento e isolamento de alimentos, alimentos a serem consumidos, incluídos na classe 30, protegidos a alimentos destinos para uso em humanos, incluídos na classe 30.

PT - 420 - Bicos, protetores de chão, e proteção de bencínios, incluídos na classe 30, protegidos a alimentos destinados para uso em humanos, incluídos na classe 30.

PT - 421 - Isolamento e proteção de bens, alimentos, alimentos destinados para uso em humanos, incluídos na classe 30.

PT - 422 - Bicos, protetores de chão, e proteção de bencínios, incluídos na classe 30, protegidos a alimentos destinados para uso em humanos, incluídos na classe 30.
Exhibit B

TLD Registration Polices
1. Definitions, scope of application and eligibility
   - Definitions
   - Scope of application; Background
   - Eligibility

2. The .LIDL Launch Process
   - Purpose and principles
   - Trademark Claims Period

3. Domain Name Allocation
   - Domain Name Allocation for Registry Reserved Names
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5. General Provisions
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   - Severability
   - Waiver
   - Compliance with Law
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   - Applicable Law; Jurisdiction

6. Attachments
   - Registry Reserved Names
   - Reserved Names
   - Eligibility Requirements and Criteria
# CHAPTER 1. Definitions, scope of application and eligibility

## Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meaning:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accredited Registrar</td>
<td>means an entity, accredited by ICANN for rendering domain name registration services, that has entered into an agreement with the Registry for registering Domain Names;</td>
</tr>
<tr>
<td>Applicant Guidebook</td>
<td>means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under <a href="http://newgtlds.icann.org/applicants">http://newgtlds.icann.org/applicants</a>, and in force at the time of execution of the Registry Agreement;</td>
</tr>
<tr>
<td>Brand Owner</td>
<td>means Lidl Stiftung &amp; Co. KG, with registered office at Stiftbergstrasse 1, 74142 Neckarsulm (Germany), who is the owner of the LIDL Trademark (# 001778679)</td>
</tr>
<tr>
<td>Complaints Point of Contact</td>
<td>means the service available under [link]</td>
</tr>
<tr>
<td>Contacts</td>
<td>means the administrative, technical and billing contacts associated to a Domain Name Registration;</td>
</tr>
<tr>
<td>Documentary Evidence</td>
<td>means the documentation to be provided by (or on behalf of) a (candidate) Registrant to the Registry in accordance with these Policies;</td>
</tr>
<tr>
<td>Domain Name</td>
<td>means a name at the second level within the .LIDL TLD;</td>
</tr>
<tr>
<td>Domain Name Registration</td>
<td>means a Domain Name on which the Registry has stored and maintains data in the Shared Registry System for the .LIDL TLD;</td>
</tr>
<tr>
<td>Eligibility Requirements</td>
<td>means the requirements set out in Attachment 3 below;</td>
</tr>
<tr>
<td>Geographic Domain Names</td>
<td>means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement;</td>
</tr>
<tr>
<td>ICANN</td>
<td>means the Internet Corporation for Assigned Names and Numbers (<a href="http://www.icann.org">www.icann.org</a>);</td>
</tr>
<tr>
<td>Licensee</td>
<td>means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry, for use of the registered trademark owned by Registry or a related entity, the textual elements of which correspond exactly to the .LIDL TLD string operated by Registry Operator, where:</td>
</tr>
<tr>
<td></td>
<td>(i) such license is valid under applicable law;</td>
</tr>
<tr>
<td></td>
<td>(ii) such license is for the use of such trademark in the regular course of that entity’s business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;</td>
</tr>
<tr>
<td></td>
<td>(iii) such trademark is used continuously in that entity’s business throughout the</td>
</tr>
</tbody>
</table>
Term; and

(iv) the domain names in the TLD registered to the Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.

| **Policy** | means these .LIDL Domain Name Registration Policies, including the Attachments and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry; |
| **Registrant** | means the person or entity in whose name a Domain Name is registered; |
| **Registry** | means Schwarz Domains und Services GmbH & Co. KG, having its registered office at Stiftsbergstrasse 1, Neckarsulm, - 74172, DE, Germany, and registered with VAT number HRA 727242 (Stuttgart), who is operating the .LIDL TLD on behalf of the Brand Owner; |
| **Registry Agreement** | means the agreement between the Registry and ICANN following execution by and between these parties; |
| **Registry Reserved Name** | means a Domain Name mentioned on the list contained in Attachment 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry’s discretion; |
| **Registry Web Site** | means the various pages and websites available under http://www.registry.LIDL; |
| **Reserved Name** | means a Domain Name mentioned on the list contained in Attachment 2 hereto, which will not be available for registration; |
| **Shared Registry System** | means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants who meet the Eligibility Requirements; |
| **Term** | means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1; |
| **TLD** | means Top Level Domain; |
| **Trademark Claims Period** | means the timeframe during which Trademark Claims Services for .LIDL are provided; |
| **Trademark Claims Services** | means the service operated by the Trademark Clearinghouse described in the Applicant Guidebook on pages 290 and following relating to the Trademark Clearinghouse, according to which, i) notice is given to an candidate Registrant of the scope of the rights of one or more trademark holders who have registered their rights with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the Domain Name registration |
corresponding to the rights of the one or more mark holders;

**Trademark Clearinghouse** means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook;

**Trademark Clearinghouse Operator** means the entity responsible for managing the Trademark Clearinghouse, as appointed by ICANN;

**UDRP** means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in [http://www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm);

**URS** means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in the Applicant Guidebook.

### Article 2. Scope of application; Background

2.1. Registry is a Licensee of the Brand Owner, under which license agreement the Registry has obtained the right, title and interest in applying for and managing the .LIDL TLD in its own name and for its own account, under the supervision of the Brand Owner and, more in particular, in accordance with this Policy.

2.2. This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with Article 2.6, second sentence of the Registry Agreement;

2. the rules under which a Domain Name Registrations in the .LIDL TLD may be challenged; and

3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .LIDL TLD and the preservation of the integrity of the Registry’s or its Licensee’s trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
   - Registrants;
   - the Registry;
   - the Accredited Registrars;
   - any person or entity interested in obtaining a Domain Name.

2.3. The Registry may change this Policy, including the conditions and requirements contained herein at its sole discretion, which changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless provided otherwise in writing.

### Article 3. Eligibility

3.1. In order to be eligible to register a Domain Name and maintain a Domain Name Registration in the .LIDL TLD, the Registrant must meet each of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification but – as the case may be – subject to ICANN’s (deemed) consent.
3.2. If and when the Registry launches its operations, i.e. allow third parties other than the Registry, the Brand Owner, their respective Licensee(s) to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

3.3. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of the opinion that the (candidate) Registrant does not meet all of the Eligibility Requirements in force at that time and such non-compliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the LIDL brand and/or any of the Registry’s or its Licensee’s trademark(s).

3.4. The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith.

3.5. The Registry shall verify whether each and every Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force at the time the request for such registration is made.

CHAPTER 2. The .LIDL Launch Process

Article 4. Purpose and principles

4.1. This Policy contains the terms and conditions under which the Registry and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .LIDL TLD.

4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Attachment 1 for its own use. The Registry may change such Attachment 1 at any point in time and at its sole discretion.

4.3. Each and every Domain Name Registration request must be submitted to the Registry’s Shared Registration System through an Accredited Registrar, who acts on behalf of the Registrant, but for its own account.

4.4. However, the Registry will only allow a Domain Name Registration insofar and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in this Policy; and
- the Domain Name is available.

4.5. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name through the Complaints Point of Contact, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

Article 5. Trademark Claims Period

After the delegation of the TLD to the Registry, Trademark Claims Services shall be provided as of the start of and throughout the “Claims Period” as notified by the Registry to ICANN.
CHAPTER 3. Domain Name Allocation

Article 6. Domain Name Allocation for Registry Reserved Names

The Registry shall determine at its sole discretion how and when the Domain Names mentioned on the list contained in Attachment 1 hereto shall be registered and used.

Article 7. Domain Name Allocation for other Domain Names

In principle, the Registry shall effectuate Domain Name Registrations on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, subject to whether or not a candidate Registrant meets the Eligibility Requirements, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

CHAPTER 4. Dispute Resolution Policies

Article 8. Disputes relating to registered Domain Names

8.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before an ICANN-accredited Domain Name Dispute Resolution Service Provider in accordance with the UDRP, the Rules for UDRP and any relevant supplemental rules, and/or the Rules for URS and any relevant supplemental rules, as made available on the website of ICANN (www.icann.org); and

- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

8.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar, the language of the proceedings shall be the language of that agreement.

8.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to a Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete a Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.

Article 9. Eligibility Reconsideration Proceedings

9.1. If, after an ex officio review by the Registry and/or following submission of a complaint to the Complaints Point of Contact, the Registry determines that, according to the information contained in the Shared Registry System, the Registrant of a Domain Name did not or does not longer meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

9.2. The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.
9.3. If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.

9.4. No (candidate) Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

CHAPTER 5. General Provisions

Article 10. Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names

10.1. Every Domain Name in the .LIDL TLD must meet the following technical and syntax requirements:
   - the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen ("-"), subject to the restrictions set out below;
   - the Domain Name cannot begin or end with a hyphen ("-");
   - underlined characters are not allowed;
   - the Domain Name cannot exceed 63 characters (excluding the TLD);
   - the Domain Name must have a minimum length of 1 character.

10.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

10.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .LIDL TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).

10.4. Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the (candidate) Registrant will obtain such consents before actually registering, delegating and using these Domain Names.

Article 11. Term of Registration

11.1. When registering a Domain Name, the (candidate) Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same calendar day of the month within which the Domain Name was registered.

11.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

11.3. The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

Article 12. Amendments

12.1. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without
prior notice to Accredited Registrars and/or Registrants. The Registry may furthermore issue interpretative
guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

Article 13. Liability

13.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful
misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect,
consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or
otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain
Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the
possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to
register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or
information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a
government or judicial body, including an ICANN-accredited Dispute Resolution Services Provider, as well as the
consequences of those decisions.

13.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry’s aggregate
liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in
relation to the Application concerned (excluding additional fees paid to the Accredited Registrar or reseller). The
(candidate) Registrant agrees that no greater or other damages may be claimed from the Registry (such as, but not
limited to, any fees payable or paid by a Registrant in the context of any proceedings initiated against a decision by
the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a
binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

13.3. Any Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties, and
shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a
result of third parties taking action against it on the grounds that the registration and/or use of the Domain Name by
such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful
under applicable laws.

13.4. For the purposes of this Article, the term “Registry” shall also refer to its shareholders, subsidiaries,
members, subcontractors, agents and employees.

Article 14. Representations and Warranties

14.1. Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar
and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request
  will not infringe upon or otherwise violate the rights of any third party;

- it is not submitting the Domain Name Registration request and, upon registration, will not use the Domain
  Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the
  public and/or contrary to good and fair business practices; and

- it will not knowingly use the Domain Name contained in such request in violation of any applicable laws or
  regulations, including third party interests, throughout the term of such Domain Name Registration; and

- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both
  with its Accredited Registrar and the Registry.

14.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the
Accredited Registrar will ensure that the (candidate) Registrant represents and warrants that:
the Application, *casu quo* the Domain Name Registration contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

it shall participate in good faith in any proceedings described in this Policy commenced by or against the (candidate) Registrant; and

the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the LIDL brand, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of any entity related to the Registry.

14.3. The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name or to delete or transfer a Domain Name Registration:

that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or

to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .LIDL TLD; or

in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or

to avoid any liability on behalf of the Registry, including their respective related parties, including directors, officers, employees, subcontractors and/or agents.

14.4. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of this Policy, and in particular these representations and warranties.

**Article 15. Payment of Applicable Fees Due**

If payment is required, the Registry shall only be obliged to accept a Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Registrant.

Payment of any fees due, for which the (candidate) Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

**Article 16. Assignment**

Unless expressly provided for otherwise herein, neither party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties’ respective successors and assigns.
Article 17. Severability

If any provision of this Policy or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

Article 18. Waiver

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 19. Compliance with Law

Neither party subject to this Policy will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

Article 20. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 21. Applicable Law; Jurisdiction

This Policy, as amended from time to time, will be governed by the laws of Germany.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Stuttgart, Germany, and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any party’s right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of (Stuttgart, Germany).

CHAPTER 6. Attachments

Attachment 1: Registry Reserved Names
Attachment 2: Reserved Names
Attachment 3: Eligibility Requirements and Criteria
Attachment 1:  Registry Reserved Names

**Article 1. General list of Registry Reserved Names**

The Domain Names mentioned or described in the following list are Registry Reserved Names and may be registered in the name of the Registry at the second level of the .LIDL extension:

1. HOME.LIDL
2. WWW.LIDL
3. NIC.LIDL
4. IRIS.LIDL
5. WHOIS.LIDL

**Article 2. Country and Territory Names and short forms**

The Domain Names mentioned or described in the following list are Registry Reserved Names at the second level and at all other levels within .LIDL for which registration is provided by the Registry and consents from the applicable governments will be obtained to the extend required:

1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union [http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm#EU];

**Article 3. Categories of Registry Reserved Names**

The (categories of) Domain Names that are to be registered in the name of the Registry include, but are not limited to:

- Names that are directly or indirectly related to the day-to-day activities of the Registry, the Brand Owner, or any of their respective Licensee(s);
- Names relating to Licensees, departments and subsidiaries of the Registry;
- Names of dealers, stores or outlets; and
  Names of geographic locations where Registry, the Brand Owner, or any of their respective Licensee(s) are active or planning to be active.
Attachment 2:  Reserved Names

Article 1. Reservation of the label “EXAMPLE” and withheld domain names

The label “EXAMPLE” shall be reserved at the second level and at all other levels within .LIDL at which registrations are made.

Names of the Intergovernmental Organizations protected upon Article 6ter(1)(b) of the Paris Convention and/or accredited by the United Nations Economic and Social Council will be withheld from registration. Furthermore, Domain Names that have been earmarked by ICANN as “not available for registration” or with a similar status cannot be registered, unless ICANN has consented to making these labels available or an agreement to the contrary has been entered into between the Registry and ICANN.

Article 2. Categories of Reserved Names

At its own discretion, the Registry may reserve domain names at the second level and at all other levels within .LIDL at which registration are made, including, in particular, defamatory names or names that could harm the reputation of the brands and trademarks of the Registry, the Brand Owner, or any of their respective related parties and/or Licensees.
Attachment 3: Eligibility Requirements and Criteria

Article 1. Definitions

Capitalized terms have the meaning as specified in Article 1 of the .LIDL Domain Name Registration Policies.

Article 2. Eligible Registrants

The .LIDL TLD is a brand-TLD, as contemplated by Specification 13 of the Registry Agreement entered into by and between the Registry and ICANN.

Subject to restrictions that are imposed by Registry from time to time, only the Registry or its Licensee are entitled to be the Registrant for one or more Domain Names in the .LIDL TLD.

Article 3. Contacts

Unless otherwise determined by the Registry, at its sole discretion, each and every Domain Name shall have the following associated Contacts:

- Admin-C: Registry
- Tech: Registry
- Billing: Registry

The Registry shall be entitled, at its sole discretion, to add one or more contacts to the list referred to above, including, but not limited to, contacts associated with third parties.