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## **Overview**

World Rugby is the world governing body for the sport of Rugby. It was formed as the International Rugby Football Board in 1886 by Scotland, Wales and Ireland. England joined in 1890, with Australia, New Zealand and South Africa joining in 1949. It was renamed the International Rugby Board (“IRB”) in 1998 and became World Rugby in 2014. It now has member Unions from 121 countries.

Under its [bye laws](#), World Rugby is charged with and responsible for:

- (a) Promoting, fostering, developing, extending and governing the Game.
- (b) Framing and interpreting the Bye-Laws, the Regulations and the Laws of the Game.
- (c) Deciding and/or settling all matters or disputes relating to or arising out of the playing of or the proposed playing of the Game or a Match or any dispute between two or more Unions relating to the application of the Regulations.
- (d) Regulating and co-ordinating arrangements to ensure that there is a fair and equitable programme of matches, tours and tournaments for Senior National Representative Teams of all Council Member Unions.



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- (e) Controlling all other matters of an international character affecting the Game.
  - (f) Preventing discrimination of any kind against a country, private person or groups of people on account of ethnic origin, gender, language, religion, politics or any other reason.

The Internet Corporation for Assigned Names & Numbers (ICANN) is the not-for-profit corporation formed in 1998 by the global Internet community to coordinate the Internet's underlying resources of domain names, IP numbers and technical protocols. On 15 December 2016 World Rugby (acting through its subsidiary, World Rugby Strategic Developments Ltd) entered a [Registry Agreement](#) with ICANN to operate the Top Level Domain registry **.rugby** (the "TLD").

World Rugby entered into a services agreement with Roar.Rugby LLC ("RO") in which World Rugby assigned and appointed RO the responsibilities for management, marketing and day-to-day operations for **.rugby**, including the right to enter into agreements with registrars.

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

They are largely based on contractual requirements developed by the Internet community at ICANN. The **.rugby** registration policies described herein have been carefully designed with the intention of protecting the interests of the global rugby community, including its clubs, teams, officials, events, coaches, players and fans, and the reputation of the sport of rugby in general. Many of these policies are ICANN requirements, arising from the **.rugby** Registry Contract.

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

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

## Public Notice

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



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## 1. Registration

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



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- 1.10 The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the Registrar in connection with registration of the Domain Name or otherwise ("Registrant Information"), will, during the Term, comply with all .rugby Registry Policies, and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying their registrar within 30 days of a change to any such information. RO reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the Domain Name if: (i) information provided by the Registrant to their registrar and/or RO appears, in RO's sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. In such a circumstance, RO may, in its sole discretion, suspend the Registrant's Domain Name(s) within 30 days of RO's receipt of knowledge that such information is deficient. The Registrant acknowledges that a breach of this clause will constitute a material breach of its registration agreement, which will entitle RO to terminate the registration, resulting in suspension or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.
- 1.11 The registrant understands and has, by registering or using a .rugby name, agreed to comply with the terms of the .rugby Acceptable Use Policy (below). The Registrant acknowledges that a breach of this Policy will constitute a material breach of its registration agreement, which will entitle RO to terminate the registration, resulting in suspension or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.
- 1.12 Reserved names may not be registered. In the event that a user has mistakenly been allowed to register a reserved name, RO may cancel or transfer such domain name or sub domain name, in its sole discretion. In the event that a user fraudulently registers a reserved name as a domain or sub-domain, RO may cancel or transfer such domain name in its sole discretion, and may take further action against that user. Reserved names are those identified and described in the RO Reserved Names Policy (below).
- 1.13 Names may be blocked from registration, either temporarily or permanently, according to ICANN requirements, policy requirements of RO, and or applicable law. In the event that a user has mistakenly been allowed to register a blocked name, RO may cancel or transfer such domain name, in its sole discretion. In the event that a user fraudulently registers a blocked name as a domain or sub-domain, RO may cancel or transfer such domain Name and or sub-domain, in its sole discretion, and may take further action against that user.



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- 1.14 Users may not register names at any level, that infringe, or if used would infringe the rights, including the intellectual property rights, of others, nor any names confusingly similar to such names.
  - 1.15 Users may not register names the registration or use of which would *falsely* suggest any connection, in trade or otherwise, with or sponsorship of any other person, activity or entity. In the event that a user has mistakenly been allowed to register a such a Name, RO may cancel or transfer such Domain Name, in its sole discretion. In the event that a user fraudulently registers such a name as a domain or sub-domain, RO may cancel or transfer such domain Name and or sub-domain, in its sole discretion, and may take further action against that user.
  - 1.16 Users who are found to have frequently breached this policy may be blocked, either for a period, or permanently, from registering or renewing names in the .rugby registry, and may have their conduct referred by RO to legal investigation and or enforcement authorities.
  - 1.17 RO undertakes no enquiry into the rights of an applicant to register any name at the time registration is sought. Registration in the .rugby registry does not constitute a warranty, guarantee or promise of any kind by RO that the name registered is a valid registration, or that the registrant has any rights to the registration. Registrants are responsible for their registrations, and are encouraged to conduct appropriate trade mark, company name or other similar searches, and to apply common sense prior to applying for registration. Registrants should be aware that they, and the .rugby registry are subject to the provisions of ICANN's UDRP, URS and other procedures, including those in court.
  - 1.18 .rugby domain names may automatically renew at the end of their term (the expiration date) in accordance with the terms of the Registrant Agreement with the sponsoring Registrar. The standard grace period fixed by ICANN policies shall apply to the renewal of .rugby names. Renewals can be made at any time prior to the domain name expiration date.
  - 1.19 Unless otherwise specifically modified or limited by RO, registrants are allowed to transfer their second-level domains to the registrar of their choice, provided such registrar has signed the .rugby Registry/Registrar Agreement. Registrants should contact their registrar of choice to satisfy their availability, and to understand the applicable transfer procedures. Under ICANN rules, registrar-to-registrar transfers are not allowed in the sixty (60) days following the registration of a domain name, unless RO expressly waives said sixty (60) day period. Further, a registrar-to-registrar transfer adds one year to the term of the domain name being transferred, with the one (1) year registration fee charged to the gaining registrar. Registrars may charge the Registrant for the additional domain



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- year. (Note that a bulk transfer mandated by ICANN shall not add an additional year to domain names subject thereto, and the gaining registrar shall not be entitled to charge Registrants thereof for an additional domain year.)
- 1.20 Registrants for registration of a letter/letter two-character ASCII label will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.
  - 1.21 Registry Operator shall take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law
  - 1.22 The registrant understands and has, by registering or using a .rugby name, agreed that registration of a .rugby domain name gives the registrant the right to use the domain name, but not the ownership of it.
  - 1.23 RO reserves the right, in its sole discretion, to deny, cancel or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (i) to protect the integrity and stability of RO's systems; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (iii) during the resolution of a dispute; (iv) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) in respect of RO only, for violations of RO-registrar agreement between the applicable Registrar and RO (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (vi) to correct mistakes made by RO in connection with a Domain Name registration; (vii) following an occurrence of any of the prohibited activities described in violation of RO's Anti-Abuse/Acceptable Use Policy, or (viii) as otherwise provided for by the Registrant Agreement. Furthermore, RO reserves the right at any time, to verify (ix) the truth, accuracy, and completeness of any information provided by the Registrant to RO; and (x) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with RO in connection with such verification and furnish all available documentation as RO may reasonably require to complete the verification.
  - 1.24 RO may, at its sole discretion, modify these .rugby Registry Policies from time to time. RO shall post RO Policies on RO's web site at [www.nic.rugby/policies](http://www.nic.rugby/policies). RO may inform Registrars of changes to RO Policies via email, and the Registrar agrees to notify Registrants of any changes that affect them; Registrant agrees that such email shall not
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be considered spam; however, neither RO nor the Registrar shall be obliged to provide such notice via email. The Registrant's use of their Domain Name following the effective date of any changes to RO Policies constitutes the Registrant's acceptance of such revised Registry Policies. In the event that the Registrant does not wish to be bound by the revised Registry Policies, the Registrant's sole remedy is to cancel the registration of the Domain Name, by following the appropriate Registry and/or Registrar Policies regarding such cancellation.

## **2 Anti-Abuse and Acceptable Use Policy**

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



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- 2.3.7 to correct mistakes made by RO or any registrar in connection with the domain name registration;
  - 2.3.8 for non-compliance with the terms of the Qualified Launch Program or the Community Priority Period (a Limited Registration Period), or,
  - 2.3.9 for non-payment of any fees owed;
  - 2.3.10 pending the resolution of a dispute.
- 2.4 The following activities are prohibited, and constitute registration abuse which may, if identified result in cancelling, suspending, transferring and/or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to:
- a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any content that in RO's sole discretion is considered, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - b. Not impersonate, or attempt to impersonate, any person or entity, including, but not limited to, a rugby celebrity, a personality, team, club, venue, brand, event travel company, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - c. Not harm minors in any way; not abuse children or transmit child abuse material;
  - d. Not distribute malware; or operate botnets;
  - e. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;
  - f. Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;
  - g. Not transmit any content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - h. Not transmit any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party;
  - i. Not transmit any unsolicited or unauthorised advertising including, but not limited to, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming"
  - j. Not transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - k. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
  - l. Not relay email, or any form or part of electronic communications, from a third party's mail servers without the permission of that third party
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- m. Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorised material;
  - n. Not upload, post, email, or transmit the same message, URL, or text, including linked files, multiple times;
  - o. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law;
  - p. Not engage, or attempt to engage, in Spoofing
  - q. Not "stalk" or otherwise harass another, or engage in cyber bullying
  - r. Not sell counterfeit or unauthorised goods or commit fraud
  - s. Not engage in typo-squatting or cyber-squatting.
  - t. Not allow their systems and services to be compromised in such a way as to allow a 3<sup>rd</sup> party to engage in any of the activities that would be deemed to be in breach of this Policy.
  - u. Not suggest any endorsement, approval or support by WORLD RUGBY or RO of any goods or services sold or advertised for sale at .rugby sites; for the avoidance of doubt, mere registration of a brand or product name is not to be taken as endorsement, approval or support by WORLD RUGBY or the .rugby Registry of the brand or any products sold under or by reference to that brand.
- 2.5 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, data protection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
- 2.6 If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.
- 2.7 In the event that a Registrant has registered a domain name that infringes the rights of another, RO reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.
- 2.8 All .rugby domain names are subject to ICANN's policies (as amended from time to time), including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.
- 2.9 This Policy does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this Policy.
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- 2.10 A Registrant may not operate third level registries, or sell, license or lease subdomains, unless it has received express written permission of RO to do so. For the avoidance of doubt, all Policies herein apply in full force to any sub-domains howsoever created. If you wish to enquire about such use, please contact: [info@roar.rugby](mailto:info@roar.rugby)
- 2.11 This Policy does not give rise to any rights of compensation or claims against RO or WORLD RUGBY howsoever caused.
- 2.12 Victims of counterfeits, misrepresentation or any breaches or infringements of Anti-Abuse and Acceptable Use Policies herein are encouraged to contact RO with specific complaint(s) at [abuse@registry.godaddy](mailto:abuse@registry.godaddy) in order that RO may investigate the matter. RO does not guarantee a reply or that any action will be taken. If RO in its sole discretion finds that any of the Policies herein have been breached then RO may suspend, lock or cancel the Registration without notice.
- 2.13 Compliance with all laws. RO must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such RO reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

### **3. Reserved Names and Premium Names Policy**

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



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3.2.6 Names of, or used by rugby community members, including sponsors and the name of every Country, the official 2-letter and 3-letter country codes, the current names of every country's national Men's and Women's teams, and the name currently used in the domain name of the website for the national federation of every country.

3.3 Premium Generic Names. RO may reserve generic key words under this policy for individual release or later bulk release. Interested parties are encouraged to apply to RO for any such name by application to RO at [info@roar.rugby](mailto:info@roar.rugby) stating the intended purpose and attaching any business plans if relevant. Applications will be reviewed on a first come first served basis subject to RO's sole discretion.

#### **4. This section left intentionally blank**

#### **5. Dot Rugby Community Priority Period**

5.1 This Clause contained references to the Rugby Community Priority Period, ("RCPP") which has now closed. Enquiries about the RCPP, or registrations granted under it should be referred to [info@roar.rugby](mailto:info@roar.rugby).

#### **6. Sunrise Policy**

6.1 These policies no longer contain reference to the Sunrise Policy applying at the time of the Sunrise period of the .rugby TLD. Details of the previously applicable policy may be obtained via query directed to [info@roar.rugby](mailto:info@roar.rugby).

#### **7. Sunrise Dispute Resolution**

7.1 These policies no longer contain reference to the Sunrise Dispute Resolution Policy applying at the time of the Sunrise period of the .rugby TLD. Details of the previously applicable policy may be obtained via query directed to [info@roar.rugby](mailto:info@roar.rugby).

#### **8. Trade Mark Claims Notification**

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



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

## 9. Registrant Obligations

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

9.2 Registrants agree:

- a) Not to use the domain name in violation of any of the provisions of the AUP.
- b) To provide accurate and up-to-date WHOIS information
- c) To provide timely and accurate updates to their WHOIS contact information.
- d) Not to claim or imply that they have authorizations, accreditations, charters, licenses and/or other related credentials that they do not possess.
- f) Provide and keep up-to-date an administrative contact, to be used by RO and/or the Registrar for the notification of complaints or reports of registration abuse.
- g) Provide and keep up-to-date information on the name and contact details of the regulatory, or industry self-regulatory entity or entities with control or jurisdiction over their main place of business.
- h) To comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
- i) To implement reasonable and appropriate security measures, as defined by applicable law, if they collect and maintain sensitive health and financial data.
- j) Not to upload, display, promote or otherwise distribute content for which they do not have a legal or contractual right.
- k) Not to upload, transmit, display, promote or otherwise distribute any material in violation of any applicable law or regulation. This includes material that is:
  - a. harassing, bullying, abusive, and or constitutes an illegal threat, violates export control laws, and hate propaganda, or
  - b. sensitive and proprietary or otherwise prohibited by local, national and or international industry regulations.
- l) Not to infringe or otherwise interfere with the proprietary rights and or trademarks of other party or parties.
- m) Not to claim, falsely state, infer, or otherwise misrepresent their affiliations.
- n) Not to speak for, or on behalf of any individual, business, association, institution or other organization for which they have no authorization.



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- o) Not to upload, display, promote or otherwise distribute content intended to defame, scorn, or ridicule, RO, the sport of Rugby, WORLD RUGBY, its subsidiaries nor their staff, directors or shareholders.
  - p) Not to use private registration (Proxy Service) as means of providing anonymity in order to engage in unlawful or fraudulent activities – including those meant to violate the intellectual property rights of 3<sup>rd</sup> party or parties.

## 10. Privacy Policies

### Introduction

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

### Policy

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

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

### Relationship with Registrars

10.3 Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry Registrar Agreement ("RRA") with RO. These registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers



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to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so. The RRA requires that Registrars ensure that their connection to RO System is secure, and that all data exchanged between their system and RO system is protected. However, RO cannot ensure or guarantee the security of Registrars' systems. Registrants should contact their registrar if they have any questions or concerns about how the registrar processes, stores and transmits their personal information.

### What information RO collects

10.4 Each domain name registered in the .rugby database has to be associated with the following information:

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

10.5 The following information may also be provided:

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

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

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



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- 10.7 The Registrar provides this information to RO when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration. The Registrar does not share with RO the Registrant's methods of payment or such other information about services a registrant may have with a given registrar.
- 10.8 At the point of registration, RO also stores the following information:
- The creation date of the domain,
  - The expiry date of the domain,
  - Status codes used for Registry operations including, but not limited to, lock the domain, or prohibit updates.
  - A random authorisation code used for transfers.
- 10.9 RO may also collect and retain information voluntarily supplied by applicants under its dispute procedures or QLP program, Community Priority Period, or to support premium names applications. Such information may also be shared with third parties charged with the review of such applications and verification services or for the conduct of such dispute resolution procedures. RO will only have such information as provided voluntarily in order to validate the application for the domain name(s).

#### **Information RO does not collect**

- 10.10 RO does not receive or store any of the following information:
1. The IP address of the registrar's customer,
  2. Any credit card information,
  3. Any passwords used by the registrant to access the registrar's website.

#### **How information is stored**

- 10.11 Domain name registration information is stored in a central database. This database is hosted in a secure co-location facility and is protected by enterprise-grade firewalls.
- 10.12 RO takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorised access.

#### **How information is used**

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



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

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

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

1. Processing applications for domain names
2. Non-payment of registration or renewal fees by the registrar<sup>1</sup>
3. Misdirected SSL certificate requests
4. Complaints of trademark or copyright infringement, malware, fraud or spam

10.16 An example of a typical Whois record appears below – the data is a sample, for the purposes of display only, and is not provided for its accuracy:

```
[whois.nic.rugby] Domain Name: WORLD.RUGBY
Registry Domain ID: D50657309-CNIC
Registrar WHOIS Server: whois.roargroup.com
Registrar URL: http://www.roargroup.com/
Updated Date: 2017-08-02T15:28:59.OZ
Creation Date: 2017-07-28T16:14:42.OZ
Registry Expiry Date: 2018-07-28T23:59:59.OZ
```

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<sup>1</sup> In most cases, this is not required, however RO reserves the right to send notifications in some circumstances.





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Registrar: The Roar Group Registrar  
IANA ID: 9999 Domain Status: inactive <https://icann.org/epp#inactive> Registry  
Registrant ID: C136967644-CNIC  
Registrant Name: Domain Administrator  
Registrant Organization: The Roar Group  
Registrant Street: PO Box 133251  
Registrant City: Auckland  
Registrant State/Province:  
Registrant Postal Code: 1146  
Registrant Country: NZ  
Registrant Phone: +64.21782255  
Registrant Fax:  
Registrant Email: [hamish@roargroup.com](mailto:hamish@roargroup.com)  
Registry Admin ID: C136967644-CNIC  
Admin Name: Domain Administrator  
Admin Organization: The Roar Group  
Admin Street: PO Box 133251  
Admin City: Auckland  
Admin State/Province:  
Admin Postal Code: 1146  
Admin Country: NZ  
Admin Phone: +64.21782255  
Admin Fax:  
Admin Email: [hamish@roargroup.com](mailto:hamish@roargroup.com)  
Registry Tech ID: C136967644-CNIC  
Tech Name: Domain Administrator  
Tech Organization: The Roar Group  
Tech Street: PO Box 133251  
Tech City: Auckland  
Tech State/Province:  
Tech Postal Code: 1146  
Tech Country: NZ Tech Phone: +64.21782255  
Tech Fax:  
Tech Email: [hamish@roargroup.com](mailto:hamish@roargroup.com)  
Name Server: DNSSEC: unsigned  
Registrar Abuse Contact Email: [hamish@roargroup.com](mailto:hamish@roargroup.com)  
Registrar Abuse Contact Phone: +64.21782255  
URL of the ICANN Whois Inaccuracy Complaint Form: <https://www.icann.org/wicf/>  
>>> Last update of WHOIS database: 2017-10-17T21:59:58.OZ <<<



### **How information is protected**

- 10.17 All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar interface and RO website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to RO's system. This is the same technology used to secure e-commerce systems and online banking.
- 10.18 As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

### **How to get further information or ask a question**

- 10.19 If a Registrant has any questions or comments about RO Policies, please contact RO at [info@roar.rugby](mailto:info@roar.rugby).

## **11. Whois Access Policy**

- 11.1 The Whois Access Policy relates to the dissemination of Domain Registration Information.
- 11.2 RO is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. RO provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on RO's website at <http://www.nic.rugby> using a standard web interface.
- 11.3 Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.
- 11.4 Access to Whois Data in RO's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.
- 11.5 The data in this record is provided for informational purposes only; RO does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to RO, you agree to abide by this Whois Access Policy (this "Policy"). Please note that RO may modify this Policy from time to time in its sole discretion.



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## Security and Stability Considerations

- 11.6 Abuse of RO's Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.
- 11.7 In addition, RO's Whois web interface adds a simple challenge - response CAPTCHA that requires a user to type in the characters displayed in a certain image.
- 11.7 RO will employ a blacklist to block access to Whois Data by those found to violate this Policy or any .rugby policy. At RO's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

## Terms of Use

- 11.8 By accessing Whois Data from RO, the user agrees to use the Whois Data only for lawful purposes and that under no circumstances will use the Whois Data to:
1. allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
  2. enable high volume, automated, electronic processes that send queries or data to the systems of RO, its registry service provider or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
  3. collect or attempt to collect the majority or entirety of the Whois database contents.
- 11.9 Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.
- 11.10 When using RO's Whois service, the user should consider the following:
1. The Whois service is not a replacement for standard EPP commands;
  2. Whois Data is not considered authoritative for registered domain objects;
  3. The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,



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4. Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

11.11 Information regarding the RO's searchable Whois service is available on its website at [www.nic.rugby](http://www.nic.rugby).

## 12. Amendments

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

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

12.2 Notices under section 13.1 shall be effective upon posting on RO website.

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

## 13. LAUNCH PLAN

The .rugby launch plan will include the following phases:

### 13.1 **Qualified Launch Program (QLP)**

Allocation of Qualified Launch Program Names as per section 5.

### 13.2 **Trademark Sunrise ("Sunrise")**

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



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### 13.3 Rugby Community Priority Registration Period

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

This period has at least three distinct phases:

- (1) An **Invitation Only** period. Selected subsets within the rugby community will be invited to register names of their choice, related to their community. In addition to the token, coupons will be made available via the Registrars that will define the length of time of the respective Invitation Only period, and the selling prices of domain names in that period. The Invitation Only period will run for at least 4 months.
- (2) This clause left intentionally blank.
- (3) **General CPP**. This is a period of Community priority, open to all members of the community. Names will be allocated on a “first come, first served” basis. The General CPP runs from the end of the Invitation Only phase. All members may apply provided they have a verified token processed through the Registrar and accepted by the Registry.

#### Implementation.

13.4 This clause provided for the implementation of the Launch phases prior to General Availability, and which have now closed. Queries about the implementation of these phases may be directed to [info@roar.rugby](mailto:info@roar.rugby).

#### General Availability (“GA”)

13.5 GA will follow the Community Priority Period.

The first 7 days of GA will consist of an Early Access Program ( “EAP”).

#### 13.6 Dates

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

## 14. DEFINITIONS USED IN THESE POLICIES.

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



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

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

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

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

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

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

“Claims Services” means the services that collectively provide:

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

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

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

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

“DNS” means the Internet domain name system.

‘Domain Name’ means a domain name in and maintained by RO’s database consisting of at least the domain name character string and TLD together, separated by a dot (e.g., “yourname.rugby”).

‘Domain Name Character String’ means the characters to the left of the dot that precedes the TLD (e.g., in the domain name “yourname.rugby”, “yourname” is the character string).

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



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

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

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

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

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

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

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

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

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

“Registrar” means an entity that is authorised to offer domain name registration services in relation to the .rugby TLD.

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

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



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“Registry System” means the system operated by Registry for Registered Names in the .rugby TLD.

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

“Requested Name” is a domain name .rugby which an applicant submits to a registrar for registration.

“RO” and “Registry Operator” mean Roar.Rugby LLC, a limited liability company registered in Delaware, USA, with its principal office at 3059a M. Street NW, Georgetown, Washington DC, 20007 USA which has the responsibilities to manage the Registry on behalf of WORLD RUGBY.

“SMD File” means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

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

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

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

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

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

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

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





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

“TMCH Sunrise and Claims Operator” means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

“Trademark Clearinghouse Guidelines” means the guidelines that can be found at the following link <http://www.trademark-clearinghouse.com> (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

“Trademark Clearinghouse” means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

“Trademark Match” means that a Label is a match to a trademark, as defined and described in the Trademark Clearinghouse Guidelines.

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

“Uniform Dispute Resolution Procedure” (UDRP) means the procedure, further defined at <https://www.icann.org/resources/pages/policy-2012-02-25-en> established by ICANN for resolving disputes between owners of registered trade marks and domain names.

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

“Validated Mark” means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.