

SGNIC
Guidelines for Application of Numeric '.sg' Domain Names During
Soft Launch Period

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Guidelines for Application of Numeric ‘.sg’ Domain Names During Soft Launch Period

1. DEFINITIONS

“‘.sg’ SLD”	means a second-level domain name under the top-level domain of ‘.sg’;
“General Launch”	means the commencement of SGNIC’s acceptance of applications for registration of NDNs (but excluding Premium NDNs or other NDNs reserved by SGNIC) from members of the general public on a first-come-first-served basis, from 0900 hrs, 27 March 2008;
“Government Organisations”	means any entities which form part of the Government of Singapore (including without limitation statutory boards);
“Numeric Domain Name” or “NDN”	means, for the purposes of the Soft Launch Period, A domain name consisting purely of numbers (hyphens may be included) that can be registered in the ‘.sg’ SLD, ‘.com.sg’, ‘.net.sg’, ‘.org.sg’, ‘.edu.sg’, ‘.gov.sg’ or ‘.per.sg’ domain name categories;
“Premium NDNs”	means NDNs for numbers designated as Platinum, Golden or Silver Numbers in Appendix 1;
“Qualifying Trade Mark”	means a trade mark registered in Singapore for the number sought to be registered as the NDN, represented only in numerals and not being a device mark, nor a word mark or numeral mark combined with a device or other composite mark, and which is valid and subsisting in Singapore as of the date of the application for the NDN;
“Registered Trade Mark Holder”	means a proprietor of a valid and subsisting Qualifying Trade Mark registered with the Intellectual Property Office of Singapore as of the date of the application for the number sought to be registered as the NDN during the Soft Launch;
“Soft Launch Guidelines” or “SLG”	means this document, specifying the eligibility requirements, allocation procedures, payment requirements, schedules and other matters applicable during the Sunrise Period, and

shall include the Annexes and Appendices to this document;

“Soft Launch”

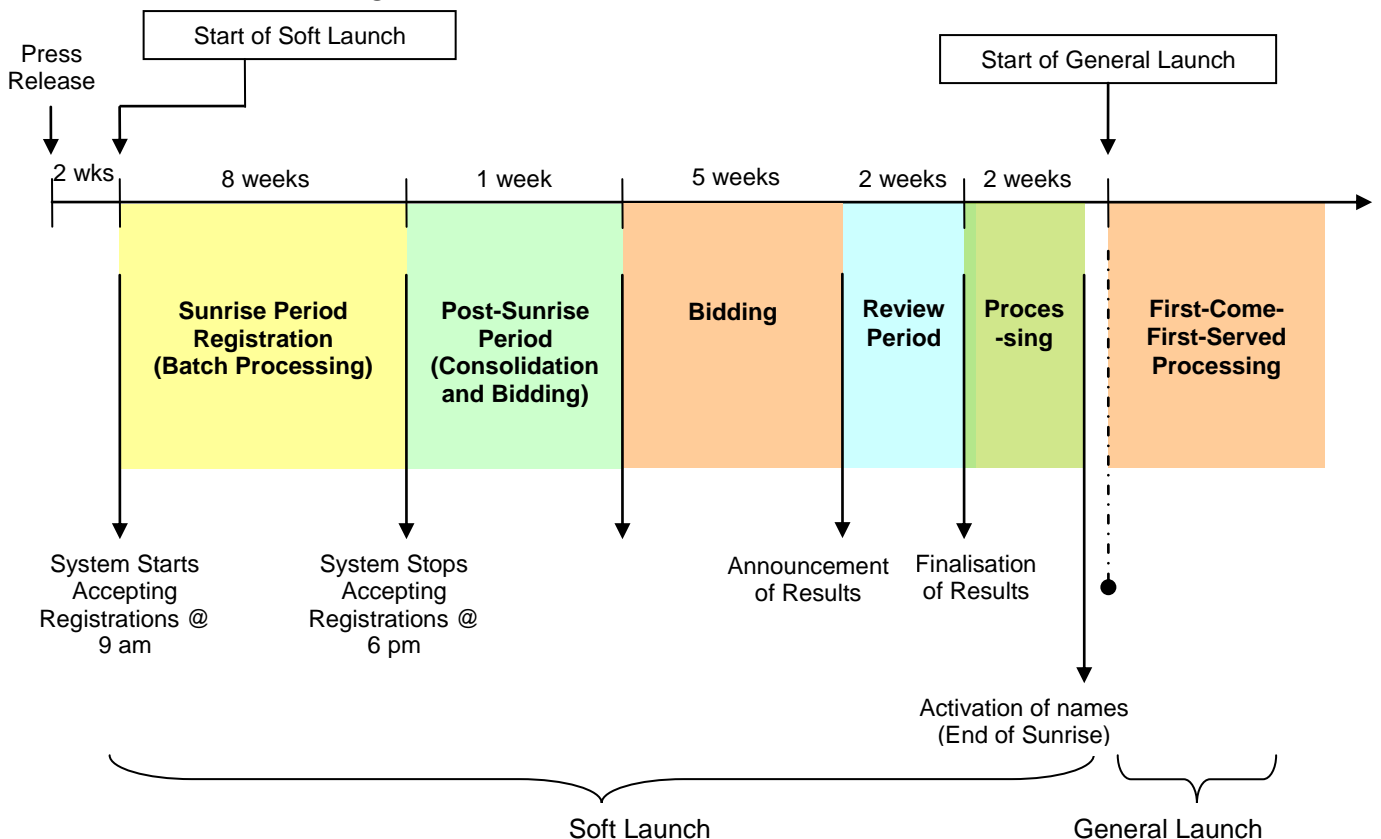
means the initial launch period preceding the General Launch, commencing from 22 October 2007 and ending on 26 March 2008, during which SGNIC will accept (during the Sunrise Period), and thereafter process qualifying applications for registration of NDNs in accordance with the SLG, and not on a first-come-first served basis;

“Sunrise Period”

means the period comprised within the Soft Launch commencing from 5 November 2007 and ending on 28 December 2007, during which SGNIC will accept applications for registration of NDNs prior to the General Launch by applicants meeting the criteria set forth in the SLG.

Words that are defined in the Registrant Agreement and Registration Policies, Procedures and Guidelines (RPPG) will have the same meaning if used in this SLG, unless otherwise indicated. All dates and times stated in this document shall refer respectively to dates and times in Singapore. In the event of any conflict between the RPPG and the SLG, the SLG shall prevail.

2. IMPLEMENTATION TIMELINE



3. GUIDELINES FOR REGISTERING NUMERIC DOMAIN NAMES DURING THE SOFT LAUNCH PERIOD

- 3.1 SGNIC will accept applications for NDNs (save for any NDNs which SGNIC in its sole discretion designates from time to time as reserved) in two phases, ie, during the Sunrise Period of the Soft Launch, and during the General Launch. Notwithstanding the foregoing, Premium NDNs will only be available for application during the Soft Launch and following the General Launch, only during designated periods and subject to application procedures, all as determined by SGNIC from time to time.
- 3.2 Applications for NDNs made during the Soft Launch Period will not be processed on a first-come-first-served basis, but will be processed in accordance with the SLG. Applications for NDNs made during the General Launch will be processed on a first-come-first-served basis, and will be governed by SGNIC's prevailing registration procedures for the registration of ".sg" ccTLDs.

4. GENERAL ALLOCATION AND ELIGIBILITY REQUIREMENTS DURING THE SOFT LAUNCH PERIOD

- 4.1 During the Soft Launch Period, applicants may apply for any available NDN during the Sunrise Period, provided they meet the registration requirements herein as well as that of the relevant domain name category under which they seek to register the NDN, as described in the RPPG and Registrant Agreement. All NDN Applications complying with SGNIC's requirements received during the Soft Launch Period will be processed together and not on a first-come-first-served basis.
- 4.2 Registered Trade Mark Holders may claim priority for allocation where there are two or more qualifying applications for the same NDN (and being, for the avoidance of doubt, in the same domain name category) applied for during the Sunrise Period.

A Registered Trade Mark Holder claiming priority must demonstrate that it is the registered proprietor in Singapore of one or more Qualifying Trade Mark(s) identical to the numerical portion of the NDN for which registration is sought -- for example, only registered proprietors of the trade mark "12345" in Singapore may claim priority for allocation of the NDN '12345.sg', assuming all other requirements for registration of the domain name under the respective domain name categories are met.

- 4.3 Where there are two or more applicants for the same NDN claiming allocation priority and which SGNIC determines are entitled to claim such priority, such applicants will be invited to bid for the NDN in accordance with a bidding process described in Section 6 below.
- 4.4 SGNIC may as it sees fit in its absolute discretion make available such NDNs not allocated to any registrant during the Soft Launch Period for application during the General Launch, but shall not be obliged to do so. SGNIC may reserve NDNs not made available for General Launch for subsequent allocation in such manner as it sees fit.

5. APPLICATION PROCEDURE

- 5.1 All NDN Applications during the Sunrise Period must be submitted via SGNIC's accredited registrars of the applicant's choice (the "Accredited Registrar"). The applicant must inform itself of all terms and conditions of the Accredited Registrar, and shall be solely responsible for compliance therewith, including payment of any fees or deposits to the Accredited Registrar.
- 5.2 The Accredited Registrar shall be responsible for submitting the registration request on-line to SGNIC on behalf of the applicant. Applicants must as a condition of their submission agree to the prevailing terms of SGNIC's Registrant Agreement and RPPG, and also meet the prevailing registration criteria for the relevant domain name category in which registration of the NDN is sought. Thus, for example, an applicant for the NDN '123.com.sg' must also meet the prevailing registration criteria for '.com.sg' domain names.
- 5.3 SGNIC and/or the Accredited Registrar shall be entitled to reject any NDN Application which is not in accordance with the SLG.
- 5.4 Since applications for an NDN may not necessarily result in successful registration, applicants must understand and agree to the payment/refund terms of the Accredited Registrar.
- 5.5 The applicant hereby acknowledges and agrees that SGNIC is not responsible for and bears no liability for any breach or failure of the Accredited Registrar to dutifully perform its obligations, including without limitation, to submit the NDN Application to SGNIC, or to refund or repay any fees to the applicant.
- 5.6 Any applicant wishing to claim priority of allocation (on the basis set out in Section 4.2 hereof) during the Soft Launch Period must submit a Priority Claim Form (as set out in Annex 1 hereto) stating the basis of the claim to such priority (eg. details of trade mark registration) together with any other requisite documents SGNIC may require ("the NDN Priority Application").
- 5.7 Priority Claim Forms (and supporting documents) must be completed in full and must be submitted via the Accredited Registrar within 7 calendar days after application and/or received by SGNIC together with all requisite documents before 5:00 pm on 28 December 2007, whichever is earlier. Incomplete or inaccurate Priority Claim Forms (as well as any NDN Application(s) to which these forms relate) may be rejected by SGNIC in its sole discretion.
- 5.8 Any applicant intending to claim priority in respect of any NDN Application must ensure that an accurate and duly completed Priority Claim Form relating to such NDN Application providing all relevant particulars and documents is submitted within the period specified in Clause 5.7 and in the manner stated therein, failing which SGNIC will process the NDN Application as a normal application without reference to any priority claim by the applicant, and even if the applicant would have been entitled to claim priority if it had duly filed the Priority Claim Form.

6. BIDDING PROCEDURE

6.1 During the Soft Launch Period, where

- (a) there are two or more applicants for a particular NDN and there is no other applicant claiming priority which SGNIC determines to be entitled to claim such priority, or
- (b) there are two or more applicants for the NDN claiming priority which SGNIC determines are entitled to claim such priority,

these applicants will be invited to bid for the NDN in accordance with a bidding procedure set forth below. SGNIC will notify these applicants of the requirement for bidding via email, at the email address specified as the e-mail correspondence address of the applicant in its NDN Application ("Bidding Notification"). SGNIC shall not be obliged to provide applicants any other form of notification of the requirement for bidding. Each applicant agrees that SGNIC shall not be liable for any failure of the applicant to receive any Bidding Notification, and that it will not initiate any claim action or proceeding against SGNIC or invalidate any bidding exercise on account of such failure. Further, it shall be condition precedents to any applicant's participation in the bidding process that:

- i) it agrees to and complies with such terms and conditions as SGNIC may specify in relation thereto (which may also include without limitation any terms and conditions which may be imposed by any third parties which SGNIC may have engaged to provide any services and/or facilities in connection with the conduct of the bidding process);
- ii) SGNIC receives, prior to the commencement of the bidding period and by 11 February 2007 in cleared funds, a deposit which shall be refundable to unsuccessful bidders. The amount of the said deposit ("the Bid Deposit") shall be determined according to the category of NDN to be bid for, as follows:

Ordinary Number (ie, non Premium NDN)	S\$200
Silver Number	S\$600
Golden Number	S\$1,000
Platinum Number	S\$10,000

6.2 The bidding process will be conducted electronically via an Internet website at a URL to be specified by SGNIC in the Bidding Notification. Each applicant shall be solely responsible obtaining access to the said website and at its own cost and expense.

6.3 Unless SGNIC specifies otherwise, the minimum bid for the allocation of any NDN subject to bidding shall be as set out in Appendix 2 Part II. This minimum bid shall be payable for allocation of the NDN, even if no other applicant invited to bid for the NDN participates in any bidding for the NDN.

6.4 All bids for the NDN must be submitted during the bidding period. SGNIC may also designate a minimum bid increment.

- 6.5 The highest bidder for the NDN as at the designated bid closing time must without further demand pay to SGNIC the winning amount bid (“the Final Price”) within a period of 14 calendar days following the close of the bid (“Bid Payment Deadline”).

The Final Price (less only the Bid Deposit) must be paid by way of cheque, cashier’s order or money order in favour of “SINGAPORE NETWORK INFORMATION CENTRE (SGNIC) PTE LTD” and delivered to SGNIC in accordance with Clause 11 hereof before the expiry of the Bid Payment Deadline and must indicate the applicant’s name and the NDN applied for on the back of the cheque, cashier’s order or money order, failing which the bid will be disqualified, the Bid Deposit will be forfeited, and the NDN will be made available for subsequent allocation by SGNIC in such manner as it shall see fit.

- 6.6 In the event that the Final Price is not paid to SGNIC in full by the Bid Payment Deadline, then in addition to SGNIC’s other remedies available hereunder and/or at law, SGNIC shall be entitled to require the successful bidder to pay interest on the balance amount of the Final Price (less only the Bid Deposit) remaining unpaid for each day beyond the Bid Payment Deadline, to be calculated on a daily basis at a rate of 6% per annum on the unpaid amount. The right to interest at the rate stated herein shall extend until judgment is obtained, as the case may be. SGNIC shall also be entitled to enter judgment against the successful bidder for all amounts owing and due to it as well as interest thereon as set forth above.

- 6.7 Notwithstanding anything to the contrary in this SLG, the RPPG or the Registrant Agreement, each applicant agrees that (a) SGNIC shall have the right to publicize and disclose to any third parties the particulars of bidders, the Final Price, bid history, the NDN bid for, and the NDN allocated at the Final Price, and (b) SGNIC may outsource to and/or engage third parties to provide any services and/or facilities in connection with the conduct of the bidding process, and the applicant irrevocably agrees to the disclosure by SGNIC of all information relating to its NDN Application to such third parties.

7. ALLOCATION

- 7.1 The result of successful allocations of NDNs will be made available on SGNIC’s website (<http://www.nic.net.sg>) at 12:00 noon 25 February 2008.

- 7.2 SGNIC does not guarantee that all applicants will be allocated the NDN sought to be registered even if the applicants comply with all application requirements. This may be due (amongst other reasons) to another applicant having also applied for the same NDN and having higher priority, or the NDN applied for having been reserved by SGNIC, etc.

- 7.3 Upon successful allocation of a NDN (except via the bidding process), the applicant must without further demand pay to SGNIC an Allocation Fee to be calculated in accordance with Appendix 2 Part I hereto within 14 calendar days of SGNIC’s written notification of allocation (“Allocation Fee Payment Deadline”).

The payment of the Allocation Fee must be by way of cheque, cashier's order or money order in favour of "SINGAPORE NETWORK INFORMATION CENTRE (SGNIC) PTE LTD" and delivered to SGNIC in accordance with Clause 11 hereof before the expiry of the aforesaid Allocation Fee Payment Deadline, and must indicate the applicant's name and the NDN applied for, failing which the application will be disqualified and the NDN will be released and made available for subsequent allocation by SGNIC in such manner as it shall see fit.

7.4 All applicants acknowledge and agree that SGNIC is not responsible for any claims for refunds or repayment of any fees paid to any Accredited Registrar arising on account of any non-allocation of any NDN.

7.5 Save as expressly provided in the SLG, all Allocation Fees and/or bidding amounts paid to SGNIC are non-refundable.

8. OBJECTION AGAINST ALLOCATION

8.1 Any person or entity ("the Complainant") objecting to the allocation of a NDN during the Soft Launch Period ("the Disputed NDN"), and which would have qualified as an applicant for the Disputed NDN, may within 14 calendar days after the date on which the results of allocation of the NDN during that phase are announced by SGNIC, object to the allocation of the Disputed NDN during that phase in the manner set forth below, on the ground only that such allocation was not made in accordance with the SLG. Objections on other grounds will not be entertained.

8.2 A Complainant objecting to the allocation of Disputed NDN must state the basis upon which it asserts that (a) it meets the qualifications for the filing of a Complaint, and (b) the allocation of the Disputed NDN was not made in accordance with the SLG, and submit the Objection Form (in the form set out in Annex 2) together with all requisite documents or information in support of the Complainant's assertions and/or as may be prescribed by SGNIC. The completed Objection Form and all accompanying documents must be addressed to and delivered by post or by hand to SGNIC by 5:00 pm on 10 March 2008. The Objection Form must be delivered to SGNIC in accordance with Clause 11 and marked for the attention of the GM, SGNIC.

8.3 SGNIC will appoint a panel to evaluate each objection (the "Objection Review Panel"). The Objection Review Panel shall be competent to determine the form and procedure to be adopted in the evaluation of objections, and shall also have the power (but not the obligation) to require the Complainant and Applicant of any NDN to submit such further documents and evidence as it may see fit. The Objection Review Panel's decision on the objection raised in the objection form shall be final and binding on the Applicant and Complainant, and any Disputed NDN in respect of which the Complaint has been successfully raised shall be released for subsequent allocation.

8.4 Any Allocation Fee or bid amount paid in connection with the Disputed NDN will also be refunded to the Applicant and this shall constitute a full and final discharge and release of all claims against SGNIC by the Applicant.

- 8.5 Each applicant and Complainant agrees to fully release and discharge SGNIC, its agents and employees, as well as the Objection Review Panel of any and all liability in relation to any loss, damage or claim of whatsoever nature caused to or suffered by any applicant or Complainant in relation to any allocation results or the findings of the Objection Review Panel.

9. **ACTIVATION OF NUMERIC DOMAIN NAMES**

If no objection is received against an allocated NDN, and SGNIC has received all requisite payments in connection therewith in full, and the Applicant has otherwise complied in all respects with its obligations to SGNIC, the NDN shall be activated and allocated to the applicant on 27 March 2008.

If an objection is filed against the allocation of an NDN, that NDN will not be activated or allocated to the applicant until SGNIC has rendered its final decision in accordance with Section 8.

10. **GENERAL LAUNCH**

NDNs (other than Premium NDNs and any NDNs which SGNIC in its sole discretion designates from time to time as reserved) not allocated during the Soft Launch Period will be made available for registration by members of the public in accordance with SGNIC's prevailing Registrant Agreement and RPPG.

SGNIC may at such subsequent times as it may see fit from time to time release Premium or reserved NDNs for allocation through any process or procedure as it may see fit.

11. **NOTICES**

- 11.1 All notices to SGNIC and all payments to be made to SGNIC shall be delivered to the address stated below:

Singapore Network Information Centre (SGNIC) Pte Ltd
8 Temasek Boulevard
#14-00 Suntec Tower Three
Singapore 038988

Notices so delivered shall only be deemed received by SGNIC at the date and time indicated by SGNIC's official date stamp acknowledging receipt of the letter.

Notices may also be faxed to SGNIC at the facsimile number 6211-2217 but applicants may be required by SGNIC to furnish proof of the successful transmission of the facsimile in its entirety to SGNIC as a condition of acceptance of such notice. Proof of posting shall not constitute proof of delivery to SGNIC. Applicants assume all risk as to the timely delivery of their notices and documents to SGNIC.

- 11.2 All notices by SGNIC to any applicant may be sent by it to the applicant via mail or courier to the applicant's mailing address as set out under the "Owner Contact" field of the on-line application submitted to the Registrar in respect of the NDN application

or via email at the applicant's email address specified in such on-line application. Such notice shall be deemed to have been valid and received by applicant, if to a Singapore address, within 3 working days of such posting, and where the address is outside Singapore, within 7 working days of such posting. SGNIC may also effect service of any process of the applicant in the manner stated herein.

12. DISPUTES

- 12.1 By filing an application to register a NDN, without prejudice to the applicant's obligations and undertakings pursuant to the Registrant's Agreement, the applicant agrees to be bound by the terms and conditions of this SLG, as well as the Singapore Domain Name Dispute Resolution Policy, Rules and Supplemental Rules ("Dispute Resolution Policy"). In addition, if an applicant intends to file or has filed an objection under Section 8, such applicant shall not commence any court or administrative proceedings under the Dispute Resolution Policy until after the Objection Review Panel renders its final decision under Section 8.
- 12.2 This SLG shall be governed by Singapore law, and all Applicants submit to the exclusive jurisdiction of the Singapore courts.

13. GENERAL

- 13.1 SGNIC shall have the right to amend the SLG at any time from time to time, and SGNIC will publish the amended version of the SLG on SGNIC's website. Each amended version of the SLG will become binding and effective on all applicants on the effective date specified by SGNIC, and will supersede all previous versions of the SLG. All applicants shall be solely responsible for reviewing SGNIC's website regularly in order to inform themselves of all such amendments.
- 13.2 Unless expressly stated otherwise, all sums referred to in the SLG, including without limitation all fees, the Bid Deposit and the Final Price, are exclusive of Goods and Services Tax, which shall be payable in addition thereto at the rate prevailing at the time of payment.

PREMIUM NDNS

Domain names comprising the following digits and/or being in the format or sequences specified hereunder in any “.sg” ccTLD shall be deemed to be Premium NDNS:

No. of Digits	Format: (Where X = 0 to 9 Y =0 to 9 ,excluding X)
1-Digit	“Platinum” X (10)
2-Digit	“Golden” (100) XX (10) (e.g. 00,99) XY (90) (e.g. 01,09,91,98)
3-Digit	“Golden” (278) XXX (10) (e.g. 000, 111, 333, 999) XXY (80) (except 99X) (e.g. 001, 007, 008, 009, 880) YXX (90) (e.g. 011, 022, 033, 088, 099, 900, 988) XYX (90) (e.g. 010, 080, 717, 808, 989) Others (8): 123, 234,345,456,567,678,789,321 “Silver” (712) All other 3-Digit numbers
4-Digit	“Golden” (647) XXXX (10) XXYY (90) XYXY (90) XXXY (90) YXXX (90) XYYX (90) XYXX (90) XXYX (90) Others (7): 1234, 2345,3456,4567,5678,6789,4321 “Silver” (9,353) All other 4-Digit numbers
5 - Digit	“Golden” (196) XXXXX (10) XXYXX (90) XYYYYX (90) Others (6): 12345,23456,34567,45678,56789, 54321

	<p>“Silver” (270) XXXXY (90) YXXXX (90) XYXYX (90)</p>
6 - Digit	<p>“Golden” (376) XXXXXX (10) XXXYYY (90) XXYYXX (90) XYYYYX (90) XYXYXY (90) Others (6): 123456, 234567,345678,456789,654321,123321</p> <p>“Silver” (180) XXXXXY (90) YXXXXX (90)</p>
7 - Digit	<p>“Golden” (284) XXXXXXXX (10) XXXYYXX (90) XXYYXX (90) XYYYYYX (90) Others (4): 1234567,2345678,3456789,7654321</p> <p>“Silver” (270) XXXXXXXXY (90) YXXXXXXXX (90) XYXYXYX (90)</p>
8 - Digit	<p>“Golden” (464) XXXXXXXXXX (10) XXXXYYYY (90) XXXYYXX (90) XXYYYYXX (90) XYYYYYX (90) XYXYXYX (90) Others (4): 12345678, 23456789,87654321,12344321</p> <p>“Silver” (180) XXXXXXXXY (90) YXXXXXXXX (90)</p>
9 - Digit	<p>“Golden” (372) XXXXXXXXXX (10) XXXXYXXX (90) XXXYYYXX (90) XXYYYYXX (90) XYYYYYYYX (90) Others (2):</p>

	<p>123456789, 987654321</p> <p>“Silver” (270) XXXXXXXXXY (90) YXXXXXXXXX (90) XYXYXYXYX (90)</p>
10- Digit	<p>“Golden” (643) XXXXXXXXXX (10) XXXXXYYYYY (10) XXXXYYXXXX (90) XXYYYYYXXX (90) XXYYYYYYXX (90) XYYYYYYYYX (90) XYXYXYXYX (90) Others (3): 0123456789,9876543210,1234554321</p> <p>“Silver” (180) XXXXXXXXXY (90) YXXXXXXXXX (90)</p>
11-Digit	<p>“Golden” (1028) 1800 / 1900- XXXXXXXX (20) 1800 / 1900- XXXYXXX (180) 1800 / 1900- XXYYYYXX (180) 1800 / 1900- XYYYYYX (180) Others (8): 1800 / 1900- 1234567,2345678,3456789,7654321 XXXXXXXXXXXX (10) XXXXXYXXXXX (90) XXXXYYXXXXX (90) XXYYYYYXXX (90) XXYYYYYYXX (90) XYYYYYYYYYX (90)</p> <p>“Silver” (810) 1800 / 1900 - XXXXXXY (180) 1800 / 1900 - YXXXXXX (180) 1800 / 1900 - XYXYXYX (180) XXXXXXXXXXY (90) YXXXXXXXXXX (90) XYXYXYXYXYX (90)</p>

FEES

Part I

Allocation Fees (for NDNs not subject to bidding) during the Soft Launch

The following Allocation Fees (in Singapore Dollars) shall be payable for each allocation of a NDN comprising the following types of numbers during the Soft Launch Period (for NDNs not subject to bidding):

	Soft Launch Period
Platinum Numbers	S\$40,000
Golden Numbers	S\$1,000
Silver Numbers	S\$600
Ordinary Numbers	S\$200

Part II

NDNs subject to bidding during the Soft Launch

The following shall be the minimum bid prices (in Singapore Dollars) for allocation of a NDN comprising the following types of numbers subject to bidding during the Soft Launch Period, unless SGNIC specifies otherwise:

	Minimum Bid Price
Platinum Numbers	S\$40,000
Golden Numbers	S\$1,000
Silver Numbers	S\$600
Ordinary Numbers	S\$200