

# .nz Rules

---

31 March 2023

**[Amended to become version 3. For consultation ending 10 June 2024.]**

Underlined is new.

~~Strikethrough~~ is deleted.

Draft amendments are at pages 8, 24, 31, 42, 45, 48, 51, 57-59.

# Introduction

## Context

InternetNZ holds the delegation for the .nz country code top level domain. It operates the regional registry for New Zealand (the .nz Register). The .nz Register is a single register, shared registry system that manages the registration of .nz domain names and associated data.

The guiding basis for the management of country code top level domains, including .nz, is set out in RFC 1591. Using RFC 1591, the Internet Corporation for Assigned Names and Numbers (ICANN), as the Internet Assigned Numbers Authority (IANA) Operator, is responsible for processes supporting global DNS related functions, including the delegation of country code top level domains.

Consistent with RFC 1591, there is no concept of 'ownership' involved in holding the delegation for .nz. InternetNZ serves at the pleasure of the local Internet community. It regards this role as one that must be done with the trust and on behalf of that community.

These .nz Rules have been made by InternetNZ in consultation with the local Internet community.

# Table of Contents

## Introduction

<b>Context</b>	<b>1</b>
<b>The main participants in .nz</b>	<b>5</b>
<b>How these .nz Rules are organised</b>	<b>8</b>

## .nz Rules

<b>Interpretation</b>	<b>10</b>
<b>Acronym glossary</b>	<b>13</b>
<b>.nz Principles</b>	<b>14</b>
<b>1. General policies</b>	<b>15</b>
<b>2. Registration of a .nz domain name</b>	<b>17</b>
<b>3. Changing the Domain Name Holder</b>	<b>22</b>
<b>4. Changing the Registrar</b>	<b>23</b>
<b>5. Cancelling a .nz domain name</b>	<b>26</b>
<b>6. Optional features of .nz domain names</b>	<b>28</b>
<b>7. Registrar billing</b>	<b>31</b>
<b>8. Roles, responsibilities and obligations</b>	<b>33</b>
<b>9. Moderated Domains</b>	<b>38</b>
<b>10. Information management</b>	<b>40</b>
<b>11. Authorisation of Registrars</b>	<b>48</b>
<b>12. Complaints and enforcement</b>	<b>51</b>
<b>Schedules</b>	<b>56</b>
<b>Schedule 1 - Policy Development Process</b>	<b>57</b>
<b>Schedule 2 - Dispute Resolution Service</b>	<b>59</b>
<b>Schedule 3 - Conflicted Name Process</b>	<b>60</b>

## The main participants in .nz

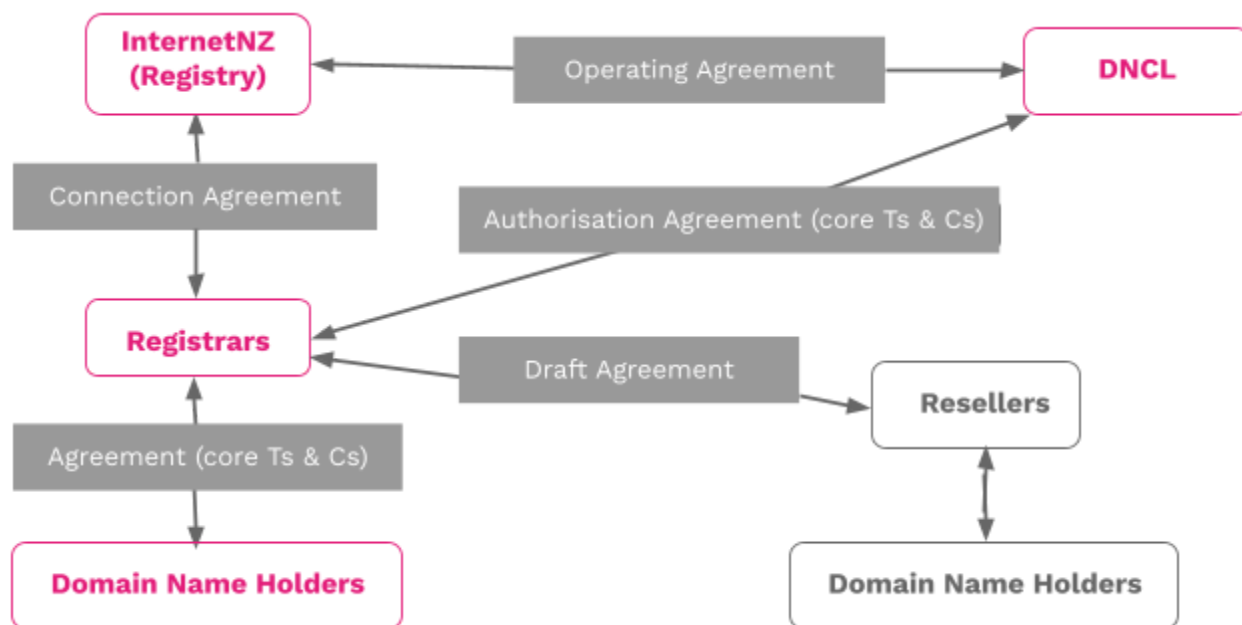


Figure 1. visual flowchart of contractual agreements between parties as described below

### InternetNZ

InternetNZ is responsible for:

- the overall operation of .nz
- the long-term strategy for .nz, which binds InternetNZ and DNCL
- maintaining and developing these .nz Rules
- the operation of the .nz Register and .nz Authoritative DNS consistent with agreed and publicly available service level commitments
- billing relationships with Registrars
- setting the monthly fee Domain Name Holders must pay for a .nz domain name, in consultation with DNCL
- intellectual property rights in the .nz Register
- being the lead representative in the Internet Governance system (e.g. ICANN, APTLD) in collaboration with DNCL
- the development of products for .nz.

### DNCL

The Domain Name Commission Limited (DNCL) is a subsidiary of InternetNZ. Through the [DNCL Operating Agreement](#) InternetNZ has appointed DNCL to manage .nz on behalf of InternetNZ. Ultimate responsibility for .nz remains with InternetNZ.

DNCL's role, responsibilities and obligations are detailed in clauses 8 (Roles, responsibilities and obligations) and clause 12 (Complaints and enforcement). DNCL acts independently of, and is not responsible to, InternetNZ for the performance of its functions and responsibilities.

DNCL also:

- a. monitors and publicly reports on the markets that operate in .nz
- b. reports to InternetNZ on its corporate performance, and on its responsibilities as set out in these .nz Rules and in the DNCL Operating Agreement.

DNCL can only intervene in the relationship between Domain Name Holders and Registrars or between Registrars and InternetNZ in accordance with these .nz Rules and associated agreements and contracts.

#### *Domain Name Commissioner*

The Domain Name Commissioner (the Commissioner) is the most senior staff member in the Domain Name Commission. The Commissioner in undertaking compliance and dispute resolution functions acts independently of InternetNZ.

#### *InternetNZ and DNCL*

InternetNZ and DNCL are jointly responsible for:

- a. developing a strategic view of .nz
- b. maintaining the security, stability and resilience of .nz
- c. publishing information about .nz
- d. promoting .nz in the public interest.

InternetNZ holds DNCL to account for its performance of its responsibilities through:

- a. InternetNZ's ownership interest in DNCL
- b. the InternetNZ Chief Executive chairing DNCL's Board
- c. the shared strategy and budget planning process.

#### *Registrars*

Registrars manage .nz domain names on behalf of Domain Name Holders by communicating with InternetNZ and managing information on the .nz Register. They are authorised to operate in .nz by DNCL.

#### *Domain Name Holders*

Domain Name Holders are persons InternetNZ has licensed to hold a .nz domain name. Domain Name Holders must choose a Registrar to manage their .nz domain name on their behalf.

### *Moderators*

Moderators apply a Moderation Policy to determine who can be a Domain Name Holder of a .nz domain name in one of the Moderated Domains (see clause 9). For example, the Moderator appointed by the New Zealand Government determines who is able to use the Moderated Domain .govt.nz to register a third level domain name like education.govt.nz. Moderators also ensure that all .nz domain names in the Moderated Domain comply with the Moderation Policy.

### *Resellers*

Resellers provide domain name registration services but are not a Registrar authorised under clause 11 (Authorisation of Registrars). They buy .nz domain names and manage domain name records for Domain Name Holders through an authorised Registrar (e.g., a person registering a .nz domain name on behalf of another person or an IT company that has been given direct access to a Registrar's services through an API). Resellers are often the intermediary between the end user (the Domain Name Holder) and the registrar and sometimes provide value-added services like website creation or hosting.

See clause 8 (Roles, responsibilities and obligations) for more details on the roles, responsibilities and obligations of the main participants in .nz.

# How these .nz Rules are organised

This document brings together the rules that bind all participants in .nz (the part of the Internet whose domain names end in '.nz'). These rules apply to all users of .nz domains, including Registrars and Domain Name Holders. They are comprised of:

- Principles
- Policies
- Operational Rules
- Procedures and requirements.

## .nz Principles

These set out the basis on which all activity related to the registration and use of .nz domain names should be judged. They will be the key factor in determining whether .nz is operating as the community intends. They will help InternetNZ consider what Policies, Operational Rules and Procedures & Requirements .nz should have, how they should operate and whether they should be modified.

## Policies

These are based on the Principles and set out the course of action to be taken by InternetNZ and DNCL in determining what the Operational Rules and Procedures & Requirements should be. They will also guide InternetNZ and DNCL in performing their registry and regulator functions.

## Operational Rules

These provide detailed rules about how .nz operates. They set out:

- how .nz domain names are registered, renewed, assigned and cancelled
- optional features that can be applied to .nz domain names
- the terms of .nz domain names and how they are renewed
- the obligations of participants in .nz
- how moderated .nz domains are operated
- how people can search the .nz register
- how entities are authorised to be registrars in .nz
- how the .nz Rules are enforced and how disputes between participants are investigated and managed.

## Procedures and requirements

These detail the procedural requirements and minor or technical requirements of .nz or the domain name system.

## Conflict

The differing parts of the .nz Rules should be read wherever possible so they are consistent. If this is not possible and there is an apparent inconsistency between:

- the Principles
- the Policies
- the Operational Rules
- the Procedures & Requirements

then the .nz Rules should be interpreted to give the Principles the highest priority, followed by the Policies, then the Operational Rules and lastly the Procedures & Requirements.

## Modification

Changes to these .nz Rules can be made in accordance with the Policy Development Process in Schedule 1.



# The .nz Rules

## Interpretation

1. In these .nz Rules:

**Authorisation Agreement** means the [.nz Registrar Authorisation Agreement](#) entered into between DNCL and each Registrar

**Auto-Renew Grace Period** has the meaning specified in clause 7.3.5.

**Commissioner** means the Domain Name Commissioner

**Compliance Lock** means a lock put on a .nz domain name under clause 12.2.17

**Connection Agreement** means the [.nz Connection Agreement](#) entered into between InternetNZ and each Registrar

**Dispute Resolution Service** means the dispute resolution service specified in Schedule 2

**DNCL** means Domain Name Commission Limited, a subsidiary of InternetNZ

**DNS** means the domain name system, which helps Internet users find and identify IP addresses by translating complex IP addresses into more easily recognisable domain names

**DNS Operator** means the person to whom a Domain Name Holder has delegated responsibility to operate their DNS under clause 2.2.10 of these .nz Rules

**DNSSEC** means Domain Name System Security Extensions, the suite of specifications that provides cryptographic authentication of DNS data, authenticated denial of existence and DNS data integrity.

**Domain Name Holder** means the person or lawfully constituted entity named on the .nz register and as identified in the 'Registrant Name' field as the result of a Query Search via the DNCL website domain lookup tool named on the .nz Register as the 'Domain Name Holder Contact' and includes a prospective Domain Name Holder if the context requires

**DS Record List** means information the DNS protocol uses to ensure non-repudiation and integrity of a domain name query through implementation of DNSSEC

**Identifiable Individual** means an individual who can be identified through relevant information, including but not limited to verifiable identification such as a passport or drivers licence

**International Domain Name (IDN)** means a domain name that includes at least one non-ASCII character

**Moderator** means a person responsible under the Moderation Policy for ensuring the Moderated Domain is run in accordance with the Moderation Policy

**Moderated Domain** means a second level domain to which a Moderation Policy applies and includes '.cri.nz', '.govt.nz', '.health.nz', '.iwi.nz', '.mil.nz', '.parliament.nz'

**Moderation Policy** means the policy governing the operation of a Moderated Domain

**Name Server Data** means data held by name servers

**Name Server List** means the names of the servers that will provide the authoritative DNS response to queries for a domain name

**.nz Register** means the database maintained by InternetNZ that is the sole, authoritative register of .nz domain names and associated data

**Pending Release period** (known internationally as the ‘redemption period’) has the meaning specified in clause 5.2

**Privacy Option** means the privacy option a Domain Name Holder has as provided under clause 6 (formally known as the Individual Registrant Privacy Option (IRPO))

**Registered** means a domain name that has been assigned to a Domain Name Holder in the .nz Register

**Registration Grace Period** (known internationally as the ‘addPeriod’) has the meaning specified in clause 7.3.3

**Registrar** means an entity authorised under clause 11 (Authorisation of Registrars) to access the .nz Register and manage .nz domain names on behalf of Domain Name Holders

**Registry Lock service** means the Registry Lock service provided under clause 6 to reduce the risk of unauthorised changes to a .nz domain name’s registration

**Renewal Grace Period** (known internationally as the ‘renewPeriod’) has the meaning specified in clause 7.3.4

**Reseller** means any person working in any way through or with a Registrar’s systems in registering or managing .nz domain names on behalf of a Domain Name Holder

**Second Level Domain Name** means a .nz domain name registered at the top level, like ‘anyname.nz’

**Third Level Domain Name** means a .nz domain name registered in a Moderated Domain or an Unmoderated Second Level Domain, like ‘anyname.org.nz’

**Unmoderated Second Level Domain** means: ‘.ac.nz’, ‘.co.nz’, ‘.geek.nz’, ‘.gen.nz’, ‘.kiwi.nz’, ‘.maori.nz’, ‘.net.nz’, ‘.org.nz’, or ‘.school.nz’

**Working Day** means a day other than a Saturday, Sunday or public holiday in Wellington

**Zone Data** means the list of all current .nz domain names, the domain name server which they are delegated to, and the DS records used to support DNSSEC.

2. In these .nz Rules, unless the context requires otherwise:
  - (a) words importing one gender include the others
  - (b) words importing the singular or plural number include the plural and singular number respectively
  - (c) ‘including’ and similar expressions are not used as, nor are intended to be interpreted as, words of limitation
  - (d) a person includes any individual, corporation, unincorporated association, government department or municipal authority.

## **Acronym glossary**

<b>DNCL</b>	Domain Name Commission Limited
<b>IANA</b>	Internet Assigned Numbers Authority
<b>ICANN</b>	Internet Corporation for Assigned Names and Numbers
<b>IDN</b>	Internationalised Domain Names
<b>DNS</b>	Domain Name System
<b>RFC</b>	Request for Comment
<b>APTLD</b>	Asia Pacific Top Level Domain Name Association
<b>API</b>	Application Programming Interface
<b>DNSSEC</b>	Domain Name System Security Extensions
<b>DS</b>	Delegation of Signing

# .nz Principles

The following principles guide the management of .nz:

- **.nz should be secure and trusted:** .nz infrastructure must be dependable and secure, and .nz be trusted
- **.nz should be open and accessible:** everybody should be able to observe, participate, innovate and enjoy the benefits of .nz
- **.nz should serve and benefit New Zealand and reflect and be responsive to our diverse social, cultural and ethnic environment**
- **.nz should support te reo Māori me ōna tikanga and participation in .nz by Māori**

*[Note: this draft principle is to be discussed and will form part of the Māori engagement plan.]*

- **.nz should enable New Zealand to grow and develop:** it should help people, businesses and organisations connect, create, innovate and grow

The .nz Principles must be taken as a whole and any tensions between them carefully balanced. No principle is dominant over another.

# 1. General policies

1.1. .nz domain names can be registered:

- as a Second Level Domain Name at the top level (.nz)
- as a Third Level Domain Name in one of the Unmoderated Second Level Domains:
  - .ac.nz
  - .co.nz
  - .geek.nz
  - .gen.nz
  - .kiwi.nz
  - .maori.nz
  - .net.nz
  - .org.nz
  - .school.nz
- as a Third Level Domain Name in one of the Moderated Second Level Domains:
  - .cri.nz
  - .govt.nz
  - .health.nz
  - .iwi.nz
  - .mil.nz
  - .parliament.nz

1.2. No new second level domains will be created.

1.3. Responsibility for the registry, registrar and regulatory functions of .nz is held by separate entities:

- a. the registry function is performed by InternetNZ, which runs the .nz Register
- b. the regulatory function is performed by DNCL, a subsidiary of InternetNZ
- c. the registrar function is performed by various entities DNCL has authorised to operate as Registrars.

1.4. Each Domain Name Holder has an agreement with their Registrar. Each Registrar has an agreement with InternetNZ and with DNCL. DNCL can intervene in these relationships in accordance with these .nz Rules and associated agreements.

1.5. InternetNZ and DNCL will seek to minimise barriers to enter the .nz market as a Registrar. Entry requirements will be set no higher than necessary to ensure .nz is secure and trusted and to maintain a competitive and stable market for registrars.

1.6. The laws of New Zealand apply to these .nz Rules. The lawful instructions of the courts and the authorities made as part of due process will be complied with.

1.7. These .nz Rules can be amended in accordance with the Policy Development Process in Schedule 1.

## 2. Registration of a .nz domain name

### 2.1. Policies

- 2.1.1. Any available domain name can be registered on the .nz Register on a first come, first served basis in accordance with these .nz Rules.
- 2.1.2. InternetNZ is not concerned with the use of a .nz domain name.
- 2.1.3. A .nz domain name will be automatically renewed on the expiry of its term (subject to the Auto-Renew Grace Period) unless it is cancelled.
- 2.1.4. Macrons used in te reo Māori, an official language of New Zealand, can be used in .nz domain names.

### 2.2. Operational Rules

- 2.2.1. A person can apply to register a .nz domain name through a Registrar authorised under clause 11 (Authorisation of Registrars) if the person is an identifiable individual over the age of 18 or lawfully constituted entity.
- 2.2.2. DNCL may request a Domain Name Holder at anytime to provide any relevant information to verify their identity (Identity Verification), this includes but is not limited to:
  - a. where a Domain Name Holder is an individual, a verified copy of the original passport, drivers licence or other government issued identification; or
  - b. where the Domain Name Holder is a lawfully constituted entity, a certificate of incorporation or a copy of the constitution

The Domain Name Holder must provide the Identity Verification within the timeframe detailed in the request made by DNCL.

- 2.2.3. In making the application:
  - a. the applicant warrants that:
    - i. they are entitled to register the domain name as requested
    - ii. registering the proposed .nz domain name would not infringe any other parties' rights
  - b. the applicant agrees that:
    - i. their registration will be governed by New Zealand law
    - ii. they will comply with all of their obligations as set out in these .nz Rules, their contract with their Registrar and any other related agreements.

- 2.2.4. To register a domain name on behalf of an applicant, a Registrar must:

- a. ensure the applicant has agreed:
  - i. to the Registrar's terms and conditions
  - ii. to be bound by these .nz Rules; and
  - iii. that any non-compliance with the Registrar's terms and conditions or these .nz Rules could result in the applicant's domain name not being registered or being cancelled.
- b. give InternetNZ any information specified in clause 2.3.5
- c. pay the fee specified in clause 7.3.

2.2.5. All applications to register a domain name that comply with these .nz Rules must be registered in the order they are received.

*Nature of a .nz domain name*

2.2.6. On registration of a .nz domain name, the Domain Name Holder holds a licence from InternetNZ to use it as long as it remains registered. The Domain Name Holder does not own the .nz domain name.

*Term of .nz domain name*

2.2.7. A .nz domain name's term:

- a. begins on the date it is registered or renewed
- b. ends either:
  - i. on the expiry of the term for which it has been registered or renewed
  - ii. when it is cancelled under clause 5
- c. must not be less than the default term or more than the maximum term
- d. must be indicated in whole years.

Example. A .nz domain name cannot be registered for 2.5 years. It must be registered for either 2 years or 3 years.

2.2.8. On or before the expiry of the term of a .nz domain name the Registrar must renew the registration for a new term or cancel the registration. If the Registrar does not renew or cancel the registration on the expiry date, InternetNZ will automatically renew the registration for the default period subject to the Auto-Renew Grace Period.

2.2.9. Each Registrar must ensure that at all times the term of a .nz domain name as specified on the .nz Register is aligned with the frequency on which the Registrar has agreed to bill the Domain Name Holder for the .nz domain name.

Example. A Domain Name Holder agrees to pay a Registrar upfront to maintain the registration of a .nz domain name for 5 years. The Registrar cannot set up a one year term for that .nz domain name with InternetNZ. It must set the term of the .nz domain name InternetNZ to 5 years.



## *Delegation of DNS*

2.2.10. A Domain Name Holder can operate their own DNS or choose who provides DNS services for their .nz domain name (**DNS Operator**).

### 2.3. Procedures and requirements

2.3.1. A list of Registrars authorised under clause 11 (Authorisation of Registrars) can be found on the DNCL website (dnc.org.nz).

2.3.2. To be registered on the .nz Register, a domain name must:

- a. use only lowercase letters (a-z), digits (0-9) and the '-' hyphen
- b. comply with current Internet standards relating to domain names like [RFC 1035](#), [RFC 2181](#), [RFC 5890](#) and [RFC 5891](#), as amended or replaced from time to time.

2.3.3. To be registered on the .nz Register, a domain name must not:

- a. already be registered
- b. be longer than 63 characters
- c. begin or end with a hyphen
- d. use a hyphen as the third or fourth character unless it is an IDN (Internationalised Domain Name)
- e. end in any of the following suffixes and their IDN versions that might mislead or confuse:
  - '.gov.nz'
  - '.government.nz'
  - '.com.nz'
  - '.edu.nz'
  - '.nic.nz'

#### *Internationalised .nz domain names*

2.3.4. A .nz domain name can use vowel letters with a macron (ā, ē, ī, ō, ū) in addition to the characters specified in clause 2.3.2(a) but must comply with [RFC 5890](#) and [RFC 5891](#).

#### *Information required to register a .nz domain name*

2.3.5. The information a Registrar must give InternetNZ to register a domain name on behalf of an applicant is:

- a. the proposed domain name
- b. the Domain Name Holder's name and contact details
- c. the term of the domain name the Registrar has agreed with the Domain Name Holder
- d. the Administrative Contact Details
- e. the Technical Contact Details

- f. Second and Third person contact point details
- g. whether the applicant has opted in to the Privacy Option
- h. the Name Server List (if applicable)
- i. the DS record List (if applicable)

#### *Confirmation of registration*

- 2.3.6. If InternetNZ informs a Registrar that a domain name has been registered, the Registrar must inform the Domain Name Holder of the registration and give them information on:
- a. how to transfer or amend their .nz domain name
  - b. the existence and role of DNCL.

#### *Sub-domains*

- 2.3.7. Sub-domains must comply with any current Internet standards relating to domain names, like RFC 1591.
- 2.3.8. Other than clause 2.3.7, or where a complaint is made pursuant to clause 4 of Schedule 2 (Dispute Resolution Service), these .nz Rules do not apply to sub-domains.

#### *Name Server Data*

- 2.3.9. A Domain Name Holder does not have to provide Name Server Data to register a domain name.
- 2.3.10. If a Domain Name Holder chooses to provide Name Server Data in their application to register a .nz domain name, InternetNZ must:
- a. publish the Name Server Data in the .nz zone when delegation is requested
  - b. ensure that the Name Server Data meets the minimum technical and operational criteria to ensure the security, stability and resilience of the DNS.
- 2.3.11. At any time InternetNZ and DNCL can:
- a. check that the Name Server Data meets the minimum technical and operational criteria
  - b. remove Name Server Data from the .nz zone if the technical and operational criteria are not met.

#### *Default term of a .nz domain name*

- 2.3.12. The default term for a .nz domain name is 1 year.
- 2.3.13. The maximum term for a .nz domain name is 10 years.

## 3. Changing the Domain Name Holder

### 3.1. Policies

3.1.1. Domain Name Holders can assign a .nz domain name to another person, subject to any applicable Moderation Policy.

### 3.2. Operational Rules

3.2.1. Every Registrar must:

- a. provide their Domain Name Holders with clear information on how they can assign their .nz domain name to another person
- b. process an assignment of a .nz domain name to another person if the Domain Name Holder directs them to do so.

3.2.2. Before processing an assignment of a .nz domain name to another person under clause 3.2.1(b), the Registrar must ensure:

- a. the existing Domain Name Holder has authorised the assignment
- b. the person receiving the .nz domain name agrees to:
  - i. the Registrar's terms and conditions
  - ii. these .nz Rules.

### 3.3. Procedures and requirements

3.3.1. Any assignment of a .nz domain name must be recorded on the .nz Register.

3.3.2. The Registrar must retain all documentation and correspondence relating to the assignment.

3.3.3. The Registrar must change the authorisation code as soon as practicable after a .nz domain name has been assigned to another person.

## 4. Changing the Registrar

### 4.1. Policies

- 4.1.1. .nz should be fair and competitive and offer real choice for Domain Name Holders.
- 4.1.2. A Domain Name Holder can transfer a .nz domain name to a new Registrar, subject to any applicable Moderation Policy.
- 4.1.3. A Registrar must not decline or delay a Domain Name Holder's request to transfer its domain name to another Registrar (by withholding the authorisation code or otherwise).

### 4.2. Operational Rules

- 4.2.1. A Domain Name Holder can transfer their .nz domain name to a new Registrar at any time other than during the Registration Grace Period.
- 4.2.2. A Domain Name Holder wanting to transfer their .nz domain name to a new Registrar must:
  - a. find a Registrar willing to manage the .nz domain name
  - b. enter into a written agreement with the new Registrar that contains their terms and conditions for managing .nz domain names.
- 4.2.3. If a Domain Name Holder and Registrar enter into a written agreement under clause 4.2.2(b) the new Registrar must promptly process the transfer using the process specified in clause 4.3.
- 4.2.4. If a Compliance Lock has been put on the .nz domain name for which the Registrar is to be changed under clause 12, the Domain Name Holder must request DNCL to manually process the application. There is no charge for processing the transfer.
- 4.2.5. The Domain Name Holder must not be charged for changing the Registrar by the existing Registrar or the new Registrar. The existing Registrar is not required to reimburse the Domain Name Holder for the remaining term of the .nz domain name.
- 4.2.6. Each Registrar must publish on their website information about how their Domain Name Holders can transfer their .nz domain name to a new Registrar.

#### *Bulk transfers*

- 4.2.7. If a Registrar needs to transfer several .nz domain names to another Registrar at the same time (for example, if a Registrar's business is sold to another Registrar or their authorisation is removed), DNCL can approve a bulk transfer.

- 4.2.8. DNCL may, in its sole discretion, offer to carry out a bulk transfer, especially where it is in the interest of Domain Name Holders that DNCL carry out the bulk transfer.
- 4.2.9. Before DNCL approves or carries out a bulk transfer, the existing Registrar must satisfy DNCL that each affected Domain Name Holder has:
  - a. been notified about the proposed transfer in accordance with clause 4.3.6
  - b. entered into a written agreement with the new Registrar to manage their .nz domain name.

### 4.3. Procedures and requirements

- 4.3.1. If a Domain Name Holder has requested a transfer of their .nz domain name to a new Registrar under clause 4.2.2:
  - a. the Domain Name Holder shall provide the authorisation code to the new Registrar
  - b. the new Registrar must provide the authorisation code to InternetNZ and must direct InternetNZ to process the transfer by updating the .nz Register to record the transfer
  - c. the existing Registrar and the new Registrar will be notified that the transfer has been recorded
  - d. the new Registrar must direct InternetNZ to change any of the fields in the .nz Register relating to the .nz domain name that need updating as a result of the transfer.

#### *Authorisation code for .nz domain names*

- 4.3.2. InternetNZ, DNCL or a Registrar can generate a new authorisation code at any time and the authorisation code will expire after 30 days.
- 4.3.3. A Registrar must pass on an authorisation code to the Domain Name Holder of the identified .nz domain name whenever a new authorisation code is generated and it is requested by the Domain Name Holder.
- 4.3.4. DNCL can generate a new authorisation code and provide this to the Domain Name Holder if the Registrar fails to do so.
- 4.3.5. As soon as practicable after a .nz domain name has been transferred the authorisation code will be reset.

#### *Bulk transfers*

- 4.3.6. A notice under clause 4.2.9(a) must:
  - a. be given at least 30 days before the proposed bulk transfer is implemented
  - b. specify:

- i. the date the .nz domain names are being transferred to the new Registrar
- ii. why the transfer is being made
- iii. who the new Registrar will be
- iv. how any Domain Name Holder wanting to transfer their .nz domain name to a different Registrar can do so under clause 4.

## 5. Cancelling a .nz domain name

### 5.1. Policies

- 5.1.1. A Domain Name Holder can cancel their .nz domain name.
- 5.1.2. A Registrar can cancel a .nz domain name if the Domain Name Holder does not meet their obligations to the Registrar.
- 5.1.3. A Domain Name Holder whose .nz domain name has been cancelled should be given a reasonable opportunity to reinstate the registration.
- 5.1.4. A .nz domain name that has been cancelled and not reinstated will become available for registration in accordance with these .nz Rules.

### 5.2. Operational rules

- 5.2.1. A Registrar can cancel the registration of a .nz domain name under its management if either:
  - a. the Domain Name Holder directs the Registrar to cancel it
  - b. the Registrar has given the Domain Name Holder 14 days' notice of their failure to pay the cost of maintaining the registration
  - c. the Domain Name Holder has breached the agreement with their Registrar and the agreement enables the Registrar to cancel the .nz domain name as a result of the breach.
- 5.2.2. A .nz domain name whose registration has been cancelled (**Cancelled Domain Name**) is not available for registration until 90 days have passed since its cancellation (the **Pending Release Period**).
- 5.2.3. At any time before the Pending Release Period has ended:
  - a. the Registrar can reinstate the Cancelled Domain Name for the Domain Name Holder
  - b. the Domain Name Holder can transfer the Cancelled Domain Name to a new Registrar under clause 4 and request that Registrar to reinstate it for them.
- 5.2.4. The Registrar of a Cancelled Domain Name must not attempt to assign it to a third party or hold itself out as having special access to the Cancelled Domain Name.
- 5.2.5. On the expiry of the Pending Release Period:
  - a. InternetNZ must remove the Cancelled Domain Name from the .nz Register
  - b. the Cancelled Domain Name can be registered in accordance with these .nz Rules.

### 5.3. Procedures and requirements

- 5.3.1. If the registration of a .nz domain name is cancelled during the Registration Grace Period, InternetNZ must:
  - a. remove it from the .nz Register
  - b. record the registration and cancellation for audit purposes.
- 5.3.2. A Cancelled Domain Name will not be included in the zone file pushed to the DNS.



## 6. Optional features of .nz domain names

### 6.1. Policies

- 6.1.1. Domain Name Holders who are individuals not engaged in trade to any significant extent will be able to choose a Privacy Option that limits the information released in relation to a specific .nz domain name under clause 10 (Information Management).
- 6.1.2. InternetNZ will enable Registrars to provide greater security to Domain Name Holders with:
- a. the Registry Lock service, which enables Domain Name Holders to lock a .nz domain name to reduce the risk of unauthorised changes to it on the .nz Register
  - b. DNSSEC, which enables the public to authenticate the DNS records of a .nz domain name.
- 6.1.3. InternetNZ will not directly offer, or require Registrars to offer, to Domain Name Holders the Registry Lock service, DNSSEC or any other optional features of a .nz domain name.
- 6.1.4. InternetNZ can, in consultation with DNCL, offer other services from time to time as long as they do not contravene the .nz Rules.

### 6.2. Operational rules

#### *Privacy Option*

- 6.2.1. A Privacy Option is available to a Domain Name Holder if the Domain Name Holder:
- a. is an individual (rather than an entity)
  - b. does not intend to use the .nz domain name to any significant extent in 'trade' as that term is defined in [section 2](#) of the Fair Trading Act 1986.
- 6.2.2. Each Registrar must help its Domain Name Holders to understand:
- a. whether the Privacy Option is available to them
  - b. how the Privacy Option works
  - c. that they can opt in or out of it at any time.
- 6.2.3. If an applicant seeking to register a domain name on the .nz Register or a Domain Name Holder at any other time tells their Registrar that they want to opt in to the privacy option, the Registrar must direct InternetNZ to apply the Privacy Option in relation to the .nz domain name. if the applicant or Domain Name Holder meets the eligibility criteria in clause 6.2.1.

- 6.2.4. If a Registrar directs InternetNZ to apply the privacy option, all personally identifiable information of the Domain Name Holder and any secondary contacts will be withheld and the only contact information that will be displayed in the results returned from a Query Search made under clause 10.2.1 is the Domain Name Holder's and any secondary contacts' name and country information.
- 6.2.5. A Registrar must direct InternetNZ to remove the Privacy Option if either:
- a. the Domain Name Holder tells the Registrar that they no longer want to opt in to the privacy option
  - b. the Commissioner informs the Registrar it has determined that the Domain Name Holder does not meet the criteria in clause 6.2.1.
- 6.2.6. The Commissioner must notify the Domain Name Holder before informing the Registrar of its determination under clause 6.2.5(b).

#### *Registry Lock*

- 6.2.7. A Registrar that has subscribed for the wholesale Registry Lock service from InternetNZ (**Subscribed Registrar**) can direct InternetNZ to apply the Registry Lock service to a .nz domain name if:
- a. it has entered into a contract with the relevant Domain Name Holder to provide the Registry Lock service
  - b. the direction to InternetNZ is consistent with the terms of that contract
  - c. InternetNZ has contacted the Domain Name Holder, in the manner specified in clause 6.3.2, to verify:
    - i. the identity of the Domain Name Holder
    - ii. that the Domain Name Holder wants the Registry Lock service to be applied to their .nz domain name.
- 6.2.8. If a Subscribed Registrar directs InternetNZ to apply the Registry Lock service to a .nz domain name, the attributes of the .nz Register fields specified in clause 6.3.1 (**Lockable Fields**) cannot be changed unless both:
- a. the Domain Name Holder has authorised InternetNZ to unlock the .nz domain name
  - b. InternetNZ has contacted the Domain Name Holder, in the manner specified in clause 6.3.2, to verify their identity.
- 6.2.9. InternetNZ must cancel the Registry Lock service if either:
- a. the Domain Name Holder has authorised InternetNZ to cancel the .nz domain name and InternetNZ has contacted the Domain Name Holder, in the manner specified in clause 6.3.2, to verify their identity
  - b. the .nz domain name is cancelled.

- 6.2.10. InternetNZ and Domain Name Holders can communicate with each other, in the manner specified in clause 6.3.2, for the reasons specified in clauses 6.2.7-6.2.9 or for any purpose necessary to ensure the effective operation of the Registry Lock service.
- 6.2.11. If a Domain Name Holder cannot authorise the Registry Lock service to be unlocked or cancelled under clauses 6.2.8 and 6.2.9 (for example, if the Domain Name Holder is unable to verify their identity to InternetNZ), DNCL can direct InternetNZ to unlock or cancel the Registry Lock service at the Domain Name Holder's request.
- 6.2.12. The Registry Lock service does not affect the operation of the Compliance Lock imposed by DNCL under clause 12.

#### *DNSSEC*

- 6.2.13. A Registrar wanting to offer domain name system security extensions (**DNSSEC**) to its Domain Name Holders must submit DS records to InternetNZ.

### 6.3. Procedures and requirements

#### *Registry lock*

- 6.3.1. The Lockable Fields as referred to in clause 6.2.8 are:
  - a. any Domain Name Holder, Registrar, administrative or technical contact details
  - b. the DNS records or any DNSSEC records held on the .nz Register
  - c. any transfer of the Registrar of record
  - d. the delegation setting of the .nz domain name (whether it is in the zone or not)
  - e. the privacy settings of the .nz domain name (whatever privacy status is in force is maintained)
  - f. such other fields as are determined by the Registry Lock service terms and conditions from time to time consistent with a Registry Lock service.
- 6.3.2. InternetNZ will verify the matters set out in clauses 6.2.7-6.2.9, or communicate with Domain Name Holders under clause 6.2.10, through the following two methods for each verification:
  - a. oral communication with the Domain Name Holder in real time
  - b. a multifactor security protocol established by InternetNZ and the Domain Name Holder for communications between them.

#### *DNSSEC*

- 6.3.3. In respect of DNSSEC signed .nz domain names, the Registrar and the Domain Name Holder (or their DNS Operator) are responsible for:
  - a. generating and managing their cryptographic keys
  - b. generating the DS record
  - c. determining how often they perform key rollovers.

- 6.3.4. If a Domain Name Holder directs their Registrar to remove the DS records associated with the .nz domain name, the Registrar must do so as soon as practicable.

## **7. Registrar billing**

### **7.1. Policies**

- 7.1.1. Registrars will pay a fixed wholesale fee to maintain the registration of each .nz domain name.
- 7.1.2. The wholesale fee will be set by InternetNZ in consultation with DNCL and reviewed regularly. InternetNZ will advise Registrars of any changes. It will be set at a level that ensures .nz remains a world class registry and to promote public good works in accordance with the objects specified in InternetNZ's Constitution.
- 7.1.3. The fixed wholesale fee will be the same for all .nz domain names.
- 7.1.4. InternetNZ can charge Registrars, in consultation with DNCL, for any optional .nz services InternetNZ has developed.

### **7.2. Operational rules**

- 7.2.1. InternetNZ will charge Registrars a fee for each .nz domain name they manage as specified in clause 7.3.
- 7.2.2. No charge will apply for a .nz domain name that is cancelled during its Registration Grace Period, Renewal Grace Period or the Auto-Renew Grace Period.
- 7.2.3. InternetNZ does not issue refunds. If a Registrar requests an adjustment to take into account charges incurred by a Registrar, this will be considered on a case by case basis.

#### *Charges during the Pending Release period*

- 7.2.4. A cancelled .nz domain name that becomes due for renewal during the Pending Release Period will not be renewed and will not incur a charge.
- 7.2.5. If a cancelled .nz domain name is reinstated during the Pending Release Period, InternetNZ can charge the Registrar for it retrospectively as if it had not been cancelled.

#### *Charges while .nz domain name locked*

- 7.2.6. InternetNZ must not charge for a .nz domain name on which DNCL has put a Compliance Lock under clause 12.
- 7.2.7. If a Compliance Lock is removed, InternetNZ must charge for the .nz domain name retrospectively as if the Compliance Lock had never been put on it.

### **7.3. Procedures and requirements**

- 7.3.1. The fixed wholesale fee for each .nz domain name (referred to in clause 7.1) is \$18.00 (excluding GST) per year.
- 7.3.2. InternetNZ will invoice each Registrar on a monthly basis for the aggregate amount due for the .nz domain names it manages as specified in the Connection Agreement.
- 7.3.3. The Registration Grace Period is a period beginning when a .nz domain name is registered and ending 5 days after the registration.
- 7.3.4. The Renewal Grace Period is a period beginning only when a .nz domain name is renewed by the Registrar and ending 5 days after the renewal. The Renewal Grace Period does not apply when the term of .nz domain name has been extended as part of a transfer from one Registrar to another.
- 7.3.5. The Auto-Renew Grace Period is the period beginning when a .nz domain name is automatically renewed by InternetNZ and ending 45 days after the renewal date.

## 8. Roles, responsibilities and obligations

### 8.1. Policies

- 8.1.1. There will be an agreement between each Registrar and each of InternetNZ and DNCL.
- 8.1.2. Each Registrar must have an agreement with each of their Domain Name Holders. The agreement must contain the .nz Registrant Agreement Core Terms and Conditions.
- 8.1.3. InternetNZ, DNCL, Registrars, Resellers, Moderators and Domain Name Holders must:
- a. behave ethically and honestly
  - b. exercise a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in New Zealand in the same type of activity, under the same or similar circumstances
  - c. comply with the laws of New Zealand and any binding instruction from a court or authority made as part of due process.
- 8.1.4. InternetNZ, DNCL, Registrars, Resellers and Moderators that hold personal information related to a .nz domain name must comply with these .nz Rules and the Privacy Act 2020 as if they were an agency as defined in that Act.

### 8.2. Operational Rules

#### *Domain Name Holder obligations*

- 8.2.1. A Domain Name Holder's obligations and responsibilities are set out in their contract with the Registrar and these .nz Rules (which are incorporated by reference into the Domain Name Holder's contract with the Registrar).
- 8.2.2. Each Domain Name Holder must:
- a. use a Registrar (either directly or through a Reseller) to register a domain name, update the registration or to change the Domain Name Holder details
  - b. comply with all of the obligations as listed in their contract with their Registrar
  - c. ensure all information they give to their Registrar is accurate and complete
  - d. keep the Registrar informed of:
    - i. changes to the Domain Name Holder's registration information
    - ii. information required to be kept up to date in the contract between the Domain Name Holder and the Registrar
  - e. ensure the domain name and their use of it does not infringe any intellectual property rights
  - f. ensure their Registrar's services or the .nz domain name are not used for an unlawful purpose
  - g. comply with any order of a Court or Tribunal having jurisdiction over their .nz domain name

- h. ensure everyone the Domain Name Holder is responsible for, or uses their .nz domain name, complies with the obligations of Domain Name Holders under these .nz Rules
- i. make any complaints about the Registrar within seven years from the date the events giving rise to the complaint occurred
- j. pay all registration fees when they become due.

#### *Registrar obligations*

8.2.3. A Registrar's obligations and responsibilities are set out in the Authorisation Agreement, the Connection Agreement, the .nz Registrant Agreement Core Terms and Conditions and these .nz Rules (which are incorporated by reference into each of those agreements).

8.2.4. A Registrar must:

- a. maintain the integrity of the .nz Register
- b. behave ethically and honestly according to established standards and procedures
- c. promote Domain Name Holders' confidence by maintaining fair and open competition
- d. ensure that no agreement it enters into with a Domain Name Holder is inconsistent with the .nz Registrant Agreement Core Terms and Conditions
- e. maintain on the .nz Register the details specified in clause 2.3 about each .nz domain name under its management
- f. maintain relationships with its customers, including addressing any issues relating to the management of the .nz domain name in a timely manner
- g. maintain a secure interface and systems for Domain Name Holders, their information and its interaction with them to ensure that all information is protected from unauthorised access
- h. inform DNCL of any security matters concerning Domain Name Holders and their information
- i. be responsible for the actions of any Resellers they manage a .nz domain name on behalf of
- j. ensure that anybody using the Registrar's systems (including any Reseller) operates in a manner consistent with these .nz Rules
- k. seek to resolve a complaint made by a Domain Name Holder under clause 8.2.2(i) as soon as practicable
- l. inform InternetNZ of any security breach or issue that may undermine the connection between the Registrar and the .nz Register
- m. ensure that any order of a Court or Tribunal having jurisdiction over a .nz domain name under its management is complied with.

8.2.5. A Registrar must not:

- a. collude with other Registrars when setting pricing structures

- b. undertake any action that prevents the registration of a domain name that is entitled to be registered under these .nz Rules
- c. register or update a .nz domain name it manages on behalf of a Domain Name Holder, or change Domain Name Holder details, unless the Domain Name Holder has directed it to do so
- d. amend a .nz domain name (any error like how the .nz domain name is spelled must be corrected by cancelling the .nz domain name and registering a new one)
- e. send any notice that is, or may reasonably be considered to be, a renewal notice to a Domain Name Holder unless the Registrar appears in the .nz Register as the Registrar for the .nz domain name.

8.2.6. A Registrar or Reseller must not ~~can~~ register or update a domain name unless either:

- a. ~~without a direction from~~ directed by a Domain Name Holder; or
- b. ~~if~~ the Registrar or Reseller intends to use the domain name itself.

~~A registrar does not intend to use a domain name itself if it intends to~~ A Registrar must not enter into a lease, licence or any other arrangement with a third party ~~for whose benefit the domain name would be managed~~ resulting in the Registrar or Reseller registering a domain name in that Registrar or Reseller's own name but held for the benefit of that third party

8.2.7. A Registrar can choose whether to accept a particular Domain Name Holder as a customer at its discretion.

8.2.8. When collecting information from a current or prospective Domain Name Holder, each Registrar must comply with the Privacy Act 2020 as if it were an agency as defined in that Act.

#### *InternetNZ obligations*

8.2.9. InternetNZ's obligations and responsibilities towards Registrars are detailed in the Connection Agreement and these .nz Rules (which are incorporated by reference into the Connection Agreement). The responsibilities set out in the Connection Agreement and these .nz Rules are the minimum standard of behaviour required of InternetNZ.

8.2.10. InternetNZ must:

- a. maintain details of current technical transactions, how they operate and what the obligations are on Registrars
- b. advise DNCL and any affected Registrar in a timely manner of any security issues that may impact the integrity of the .nz Register or the security, stability or resilience of the DNS
- c. maintain a query service for the .nz Register and monitor its use to ensure:
  - i. the integrity of the data



- ii. that the .nz Register is not being misused
- d. comply with any agreement that may be in place from time to time specifying service commitments.

8.2.11. InternetNZ must not:

- a. create a new second level domain
- b. communicate with a Domain Name Holder unless:
  - i. it is permitted by these .nz Rules
  - ii. it has obtained the relevant Registrar's approval before going directly to the Domain Name Holder
- c. interfere in the commercial relationship between a Domain Name Holder and their Registrar, other than as specified in these .nz Rules
- d. update the Register data unless:
  - i. a Registrar has requested the update
  - ii. DNCL has directed it to do so
  - iii. required to do so by law.

8.2.12. InternetNZ can validate any information sent to the Registry to ensure the security, stability and resilience of .nz. Details of the validation checks undertaken will be documented and be made available to Registrars.

8.2.13. If there is a risk to the integrity of the .nz Register or the security, stability or resilience of the DNS, InternetNZ can suspend the Query Search without notice.

8.2.14. If InternetNZ suspends the Query Search under clause 8.2.13, it must notify DNCL and all Registrars it has taken this action and of any subsequent actions it takes.

*DNCL obligations*

8.2.15. DNCL's obligations and responsibilities are detailed in the Authorisation Agreement and these .nz Rules (which are incorporated by reference into the Authorisation Agreement). The responsibilities set out in the Authorisation Agreement are the minimum standard of behaviour that DNCL expects to meet in its day-to-day relationships with the Registry and the Registrars.

8.2.16. DNCL must:

- a. enforce these .nz Rules
- b. endeavour to ensure an open, competitive and fair market
- c. recognise, promote, and protect the rights of Domain Name Holders
- d. operate in a transparent, ethical manner, honouring principles of good faith and fairness
- e. authorise Registrars and, if appropriate, remove a Registrar's authorisation
- f. offer a training seminar to a Registrar when it becomes authorised
- g. offer training courses as required if any significant changes to how .nz is run are made.

8.2.17. DNCL must not:

- a. become directly involved in a dispute between other persons participating in .nz except as provided for in these .nz Rules
- b. as far as practicable, instruct InternetNZ to make a change to the .nz Register without notifying the affected Registrar of the nature of the change and the reason for it
- c. recommend any Registrar to a Domain Name Holder
- d. become involved in a dispute relating to money owing between a Registrar and a Domain Name Holder except as set out in clause 12 (Complaints and enforcement)
- e. interfere in the commercial relationship between a Domain Name Holder and their Registrar, other than as specified in these .nz Rules
- f. engage with a Domain Name Holder directly without first notifying their Registrar.

### 8.3. Procedures and requirements

#### *Registrar obligations*

8.3.1. A Registrar must maintain the information on the following fields:

- a. the Name Server List
- b. the name of Domain Name Holder
- c. the contact details of Domain Name Holder
- d. the second and third point of contact person
- e. the administrative contact details
- f. the technical contact details
- g. the country information
- h. the billing term
- i. the DS record list.

8.3.2. When collecting personal information directly from a Domain Name Holder (or authorised person), each Registrar must comply with its obligations under the Privacy Act 2020, including:

- a. only collecting personal information that is necessary for the Registrar to carry out its function
- b. notifying the Domain Name Holder:
  - i. what personal information is required
  - ii. why the personal information is required
  - iii. how the personal information will be collected and stored
  - iv. what happens if the required personal information is not provided
- c. ensuring that the personal information is collected in a fair and legal manner

- d. taking reasonable steps to protect a Domain Name Holder’s personal information against loss or unauthorised access, use, disclosure, or other misuse
- e. ensuring that the Domain Name Holder has access to their personal information (or information in relation to an entity they are acting on behalf) that they have provided, unless there are sufficient grounds for refusal under the Privacy Act 2020
- f. ensuring that the personal information is accurate, up to date, complete, relevant and not misleading before using or disclosing it
- g. making provisions for a Domain Name Holder to request for incorrect personal information about them to be corrected
- h. ensuring that the personal information is not stored for longer than it is required for the purpose it is lawfully being used for
- i. ensuring that the personal information is used only for the purpose it has been collected for, unless otherwise authorised by the Domain Name Holder
- j. ensuring that personal information is only disclosed to a third party that is outside New Zealand, if they:
  - i. are subject to the Privacy Act 2020 because they carry out their business in New Zealand; or
  - ii. are subject to privacy laws that are comparable to the Privacy Act 2020; or
  - iii. agree to adequately protect the information
- k. ensuring that if any unique identifiers are issued that reasonable steps are taken to protect them from being misused.

## **9. Moderated Domains**

### **9.1. Policies**

- 9.1.1. Each Moderator must maintain a policy for their Moderated Domain.
- 9.1.2. A Moderated Domain can only be used by Domain Name Holders meeting the criteria specified in the relevant Moderation Policy.

### **9.2. Operational rules**

- 9.2.1. Each Moderator must:
  - a. maintain a Moderation Policy
  - b. provide DNCL with an up-to-date copy of the Moderation Policy
  - c. ensure the Moderated Domain is run in accordance with the Moderation Policy.

- 9.2.2. Moderators can designate the Registrars that are permitted to register and manage .nz domain names in the Moderated Domain. A Registrar must not register or manage a .nz domain name in a Moderated Domain unless it has been permitted to do so by the Moderator.
- 9.2.3. Each Moderator must notify DNCL each time they designate a new Registrar to register .nz domain names in the Moderated Domain.

#### *Amendments to Moderation Policy*

- 9.2.4. A Moderator can propose amendments to the Moderation Policy by submitting them to DNCL, as specified in clause 9.3.2.
- 9.2.5. The Commissioner can approve the amendments if satisfied that:
- a. the proposed amendments are not contrary to New Zealand law
  - b. any Domain Name Holders holding a .nz domain name in the Moderated Domain have had an opportunity to comment on the proposed amendments as notified in accordance with clause 9.3.
- 9.2.6. If the Commissioner agrees to the amendments, DNCL must inform the Moderator that the amendments have been approved.

#### *Cancellation and disputes*

- 9.2.7. The Moderator can notify DNCL if the Moderator considers that a .nz domain name does not comply with the Moderation Policy.
- 9.2.8. DNCL can:
- a. direct InternetNZ to cancel the registration of a .nz domain name if DNCL determines (whether or not following a notification under clause 9.2.7) it does not comply with the Moderation Policy (even if initially approved by the Moderator)
  - b. remove a Moderator if the Moderator is in breach of the Moderation Policy, the .nz Rules or the Moderator's agreement with DNCL.
- 9.2.9. Before cancelling a .nz domain name under clause 9.2.7 or 9.2.8(a), either the Moderator or DNCL (as the case may be) must give notice to the Domain Name Holder of the proposed cancellation in accordance with clause 9.3.
- 9.2.10. Any complaint about the Moderation Policy from any Domain Name Holder using a Moderated Domain must be referred to DNCL for resolution in consultation with the Moderator.

## 9.3. Procedures and requirements

- 9.3.1. DNCL must make publicly available a copy of the Moderation Policy provided to it under clause 9.2.1(b) or as amended under clause 9.2.5.

### *Amendments to Moderation Policy*

- 9.3.2. A Moderator wanting to amend the Moderation Policy must submit the proposed amendments to the Commissioner in writing.
- 9.3.3. If the Commissioner receives proposed amendments to a Moderation Policy, it must:
- notify the Domain Name Holders holding a .nz domain name in the Moderated Domain of the proposed amendments and invite feedback on them
  - give the actual or potential users 20 working days to comment on the proposed amendments
  - inform the Moderator in writing within 10 working days after the date by which comments must be made whether it has any objection to them.
- 9.3.4. The Commissioner is not required to comply with the periods of time specified in clause 9.3.3(b) and (c) if there are special circumstances making it desirable for the amendment to be made more quickly.

### *Cancellation*

- 9.3.5. If either a Moderator or DNCL wants to cancel a .nz domain name under clause 9.2.7 or 9.2.8(a), they must:
- inform the Domain Name Holder of their intention to cancel the .nz domain name at least five working days before it is cancelled
  - consider any comments the Domain Name Holder makes about the proposed cancellation.

## 10. Information management

### 10.1. Policies

- 10.1.1. InternetNZ and DNCL will collect, hold and use information from Registrars and Domain Name Holders (or their agent) to:
- assist it to manage .nz efficiently and to ensure the security, stability and resilience of the DNS
  - to provide any of the additional features detailed in clause 6 (Optional features of .nz domain names)
  - enhance the availability of information on the Internet in New Zealand in accordance with these .nz Rules.

- 10.1.2. All persons bound by these .nz Rules must take reasonable steps to:
- a. ensure the integrity, validity and accuracy of the .nz Register
  - b. protect the data in the .nz Register from unauthorised or abusive use, including unauthorised automated access and bulk harvesting
  - c. protect any personal information associated with the registration of a .nz domain name against loss or unauthorised access, use, disclosure, or other misuse.
- 10.1.3. DNCL and InternetNZ will facilitate access to information on the .nz Register as specified in clause 10.2 and 10.3.

## 10.2. Operational rules

### Query Search

- 10.2.1. Any person can search for a domain name on the .nz Register using the Query Search function. (**Query Search**).
- 10.2.2. If a person searches for a domain name using the Query Search function, DNCL or InternetNZ must:
- a. inform the person that the domain name is available for registration on the .nz Register if the domain name is not already registered or prohibited from registration
  - b. provide the details specified in clause 10.3 if the domain name is registered and the Domain Name Holder has not opted in to the Privacy Option
  - c. provide only the name of the Domain Name Holder, second and third contact names and country details if the domain name is registered and the Domain Name Holder has opted in to the privacy option.

#### *Unauthorised use of Query Search*

- 10.2.3. If InternetNZ or DNCL detects that the Query Search has been used in contravention of [terms of use](#) published on the DNCL webpage:
- a. InternetNZ or DNCL can:
    - i. remove or limit any person's access to the Query Search on a temporary or permanent basis
    - ii. in an emergency or exceptional circumstances, suspend the Query Search function
  - b. DNCL can sanction a Registrar under any applicable agreements or .nz Rule.

### Release of Withheld Data

- 10.2.4. Any person can request the information withheld from a Query Search (**Withheld Data**) by applying in the manner specified in clause 10.3.

- 10.2.5. DNCL must make a preliminary decision on to whether to disclose the Withheld Data after considering:
- a. the Privacy Act 2020, including the privacy principles (in particular Principle 11) and section 202 of that Act
  - b. the past actions of the requestor, including:
    - i. any misuse of Withheld Data
    - ii. any breaches of the .nz Rules.
- 10.2.6. As soon as practicable after DNCL has made a preliminary decision on the request, DNCL must:
- a. tell the Domain Name Holder:
    - i. their Withheld Data has been requested
    - ii. the requestor's name and email address
    - iii. the reasons for the request
  - b. tell the requestor and the Domain Name Holder:
    - i. whether DNCL's preliminary decision is to release or withhold all or part the Withheld Data
    - ii. the reasons for the preliminary decision.
- 10.2.7. After notifying the requestor and the Domain Name Holder of the preliminary decision under clause 10.2.6(b), DNCL must:
- a. give the requestor and the Domain Name Holder 10 Working Days to comment on the request and DNCL's preliminary decision
  - b. consider any comments they make
  - c. decide whether all or part the Withheld Data will be released to the requestor
  - d. inform the requestor and the Domain Name Holder of the final decision, together with DNCL's written reasons for the decision.
- 10.2.8. In making a decision under clause 10.2.7(c), DNCL can:
- a. decline the request if satisfied that disclosure is not required under the Privacy Act or otherwise authorised or required by law
  - b. release all or part the Withheld Data in a way that differs from the request if DNCL considers it would better protect privacy (for example, by granting access to Withheld Data to the requestor's lawyer for the purpose of serving documents only)
  - c. impose any conditions on the release of the information DNCL considers appropriate (for example, imposing a condition that the Withheld Data not be shared more widely than specified recipients).
- 10.2.9. If DNCL has reason to consider that providing the Domain Name Holder with an opportunity to comment on DNCL's preliminary decision would prejudice the purpose for which the Withheld Data has been requested, DNCL can immediately make a final

decision to release all or part of the Withheld Data after considering the matters specified in clause 10.2.5.

- 10.2.10. If DNCL makes a decision under clause 10.2.9, DNCL:
- a. is not required to:
    - i. give the Domain Name Holder an opportunity to comment on the request
    - ii. inform the Domain Name Holder of its decision or the reasons for it
  - b. must inform the requestor of the final decision, together with DNCL's written reasons for the decision
  - c. must inform the Domain Name Holder of the disclosure, and the reasons for it, when DNCL no longer considers the notification would prejudice the purpose for which the Withheld Data was requested.

*Disclosure where court order or requirement of law*

- 10.2.11. DNCL must release Withheld Data it is legally required to do so by court of competent jurisdiction or any other order with the force of law.
- 10.2.12. DNCL can release Withheld Data under clause 10.2.11 without consulting the Domain Name Holder but must notify the Domain Name Holder as soon as practicable after the disclosure, unless the notification would prejudice the purpose for which the Withheld Data is sought.

*Entities with automatic access*

- 10.2.13. DNCL can enter into a memorandum of understanding (**MOU**) granting direct access to Withheld Data to entities having as a primary purpose maintaining the integrity of the Internet (**Approved Entity**) if DNCL considers it the entity has a legitimate need for access to Withheld Data.
- 10.2.14. DNCL must ensure an entity has procedures in place to protect the Withheld Data to the satisfaction of DNCL before entering into a MOU with it and monitor the Withheld Data that is accessed under the MOU.
- 10.2.15. DNCL can release Withheld Data to an Approved Entity without the Domain Name Holder being consulted before the Withheld Data is accessed.
- 10.2.16. As soon as practicable after an Approved Entity accesses any Withheld Data, DNCL must notify the Domain Name Holder that the Withheld Data has been accessed, unless DNCL reasonably considers that disclosure would prejudice the purpose for which the Withheld Data was accessed.

*Entities with streamlined access*



- 10.2.17. DNCL can enter into an MOU with certain entities granting streamlined access to Withheld Data (**Streamlined Access**) if DNCL considers it the entity has a legitimate need for access to Withheld Data.
- 10.2.18. If DNCL receives a request for Withheld Data from an entity with Streamlined Access that satisfies the criteria for disclosure as set out in its MOU, DNCL can direct InternetNZ to release the Withheld Data.
- 10.2.19. InternetNZ can release Withheld Data to an entity with Streamlined Access without the Domain Name Holder being consulted before the Withheld Data is accessed if directed to do so by DNCL under clause 10.2.18.
- 10.2.20. As soon as practicable after InternetNZ releases any Withheld Data to an entity with Streamlined Access accesses:
- a. InternetNZ must notify DNCL that the Withheld Data has been accessed
  - b. DNCL must notify the Domain Name Holder that the Withheld Data has been accessed, unless DNCL reasonably considers that disclosure would prejudice the purpose for which the Withheld Data was accessed.

*Termination of MOU with Approved Entity or entity with Streamlined Access*

- 10.2.21. DNCL can:
- a. monitor the use of Withheld Data by an Approved Entity or an entity with Streamlined Access to ensure that its MOU is being complied with
  - b. terminate the MOU of an Approved Entity or an entity with Streamlined Access if it does not comply with the terms of the MOU.

*Reporting*

- 10.2.22. DNCL must publish all MOUs it has entered into with an Approved Entity or an entity with Streamlined Access on its website and regularly review it.
- 10.2.23. DNCL must publish on its website regular reports providing information about any requests for Withheld Data and whether they were approved or declined, unless the release would be prejudicial to the maintenance of the law.
- 10.2.24. DNCL shall publish an annual transparency report providing various statistical data that is of interest to the Registrar and that supports their role and responsibilities. This report shall be prepared and shared in accordance with the requirements under the Privacy Act 2020 where relevant.

*Contacting Domain Name Holder with Withheld Data*

- 10.2.25. If a requestor would like to contact a Domain Name Holder who has Withheld Data may use DNCL's online message delivery form to send a message to the Domain Name Holder.

### **Domain Name Holder Search**

- 10.2.26. A member of the public can request from DNCL a list of .nz domain names held by a Domain Name Holder as specified in clause 10.3.9 (**Domain Name Holder Search**) if they are:
- a. a Domain Name Holder seeking information about their own .nz domain name
  - b. a party or potential party to a Dispute Resolution Service Compliant (as defined in the Dispute Resolution Service Policy).
- 10.2.27. On receiving a Domain Name Holder Search request, DNCL can:
- a. seek further information from the applicant
  - b. approve or decline the request.
- 10.2.28. DNCL can record Domain Name Holder Search requests and take previous requests into account when deciding whether to approve the Domain Name Holder Search request.
- 10.2.29. If DNCL considers, on reasonable grounds, that a Domain Name Holder has misused the information arising from a Domain Name Holder Search request, it can ban the Domain Name Holder from making another request for any period DNCL considers appropriate.

### **Zone Data**

- 10.2.30. Having regard to the .nz Principles, DNCL and InternetNZ can use Zone Data to ensure the efficient management and operation of .nz and for developing new services.
- 10.2.31. Any person can apply to DNCL for access to .nz Zone Data in the manner specified in clause 10.3.10 to 10.3.11.
- 10.2.32. On receiving an application for access to Zone Data, DNCL can, after consulting with InternetNZ:
- a. seek further information from the applicant
  - b. approve the application if satisfied, having regard to the .nz Principles, that there is a sufficient public good justification to release the Zone Data that outweighs any adverse effect on any Domain Name Holder's privacy
  - c. decline the application.
- 10.2.33. DNCL must not release .nz Zone Data to third parties not directly involved in the management of InternetNZ or .nz unless DNCL considers, having regard to the .nz Principles and the information specified in clause 10.3, there is a sufficient public good justification to release the Zone Data.

- 10.2.34. DNCL may impose conditions on its approval of an application under clause 10.2.32(b), including requiring the applicant to enter into an agreement with DNCL as to the terms of release. For example, the agreement could:
- a. reflect the information provided in the application
  - b. confirm that the applicant agrees to be bound by the .nz Rules
  - c. require deletion of the Zone Data after use or after a prescribed time
  - d. include sanctions in the event of a breach of the agreement
  - e. include any other conditions that DNCL considers appropriate.

### 10.3. Procedures and requirements

10.3.1. InternetNZ or DNCL will make the following details available in response to a Query Search unless the Privacy Option has been chosen:

- a. Domain Name
- b. Registration status
- c. Date registered
- d. Date first created (if applicable)
- e. Date registered/billed until
- f. Date last modified
- g. Include in DNS
- h. Registrar contact details
- i. Domain Name Holder Contact Details (or Registrant Contact Details, as the case may be.)
- j. Second and Third person contact point details
- k. Administrative Contact Details
- l. Technical Contact Details
- m. Country information
- n. Name Servers
- o. Domain Signed
- p. DS records (if applicable)
- q. Date cancelled (if applicable).

10.3.2. The Query Search function does not facilitate wildcard searches.

#### *Application for Withheld Data*

10.3.3. A person requesting a Domain Name Holder's Withheld Data (the **Requestor**) must use the PRI1 application form (**Application Form**).

10.3.4. The Requestor must declare that:

- a. they attempted to contact the Domain Name Holder by email no less than 10 Working Days before requesting the Withheld Data from DNCL and the Domain Name Holder has either:
  - i. not responded

- ii. refused to provide the Withheld Data
  - b. they will only use the Withheld Data for the purposes for which it is sought
  - c. the Withheld Data will not be used, disclosed, published or disseminated for any other purpose.
- 10.3.5. If the Requestor cannot make the declaration in clause 10.3.4(a), the Commissioner can consider the request if the Commissioner considers, on the basis of information the Requestor has provided, either:
  - a. it is not practicable or reasonable for the 10 working day time limit to apply because the matter is so urgent
  - b. attempting to contact the Domain Name Holder would be likely to prejudice the purpose for which the Withheld Data has been requested.
- 10.3.6. A person requesting Withheld Data under clause 10.2.4 must:
  - a. say why they are requesting the Withheld Data
  - b. provide any supporting documentation DNCL requires when processing the request within:
    - i. 10 Working Days
    - ii. another period agreed between DNCL and the person requesting the Withheld Data.
- 10.3.7. DNCL will acknowledge receipt of a request for Withheld Data by email and will endeavour to process Requests as soon as is practicable.
- 10.3.8. If the requestor fails to provide the supporting documentation required under clause 10.3.6), DNCL can treat the failure as a withdrawal of the request.

#### *Domain Name Holder Information search*

- 10.3.9. A member of the public can request Domain Name Holder information from DNCL using:
  - a. Form WHO1 for information about the Domain Name Holder's own .nz domain name
  - b. Form WHO2 for information to support a complaint under the Dispute Resolution Service
  - c. Form WHO3 for pre-registration for Domain Name Holder info service searches to support a complaint pursuant to the Dispute Resolution Service.

#### *Applications for Zone Data*

- 10.3.10. An application for Zone Data under clause 10.2.29 must be made on form ZTP1.
- 10.3.11. Information required in support of the application includes the following:
  - a. the purpose the applicant will be using the information
  - b. the reason the applicant needs to obtain the information from the Zone Data

- c. how often the applicant wishes to receive the Zone Data and the time for which the Zone Data will be required (i.e. a single file, up to a specified date or indefinitely)
- d. what information will be made public
- e. how long after receipt of the Zone Data the information from it will be publicly released
- f. the "public good purpose the information will be put to
- g. whether the applicant intends to retain the information and, if so, why
- h. the measures that are in place to protect Domain Name Holders' privacy
- i. details of any confidentiality agreements in place with its staff or contractors.

## 11. Authorisation of Registrars

### 11.1. Policies

- 11.1.1. Anybody wanting to register a .nz domain name must choose a Registrar to register and manage it on their behalf.
- 11.1.2. Nobody can act as a Registrar or hold themselves out as a Registrar unless they have been authorised by DNCL.

### 11.2. Operational rules

#### *Authorising Registrars*

- 11.2.1. An incorporated body can apply to become a Registrar in the manner specified in clause 11.3.
- 11.2.2. If DNCL approves the application, DNCL must:
  - a. notify the applicant that their application has been successful
  - b. do anything else required under clause 11.3.
- 11.2.3. If DNCL declines the application, it must provide the applicant with reasons.
- 11.2.4. On receipt of the notification in clause 11.2.2(a), the applicant becomes a Registrar with:
  - a. authorisation to:
    - i. manage .nz domain names on behalf of Domain Name Holders
    - ii. direct InternetNZ on behalf of Domain Name Holders to make changes to the .nz Register
  - b. all the other rights and obligations set out in these .nz Rules.

#### *Removing authorisation*

- 11.2.5. The Commissioner can remove a Registrar's authorisation if the Registrar:

- a. has not connected to **InternetNZ the .nz register** by the time specified in clause 11.3
- b. is in breach of either:
  - i. their Authorisation Agreement
  - ii. any of these .nz Rulesand fails to remedy that breach in accordance with their Authorisation Agreement or these .nz Rules.

11.2.6. DNCL must remove a Registrar's authorisation if:

- a. it receives a request from a Registrar to have its authorisation removed and two months have passed since the request was made
- b. the Commissioner cancels the Authorisation Agreement
- c. the Registrar or InternetNZ cancels the Connection Agreement
- d. the Registrar purports to transfer its authorisation status to another party.

*Effect of removal of authorisation*

11.2.7. If a Registrar's authorisation is removed, it must:

- a. immediately stop acting as a Registrar other than to continue to serve its Domain Name Holders until they have been transferred to a new Registrar
- b. immediately stop holding itself out as a Registrar
- c. continue to do everything necessary to safeguard the rights of its Domain Name Holders
- d. work in good faith with Domain Name Holders, DNCL, other Registrars and any other person necessary to transfer each .nz domain name under its management to one or more other Registrars.

11.2.8. The removal of a Registrar's authorisation does not affect any of its rights or responsibilities that are intended to continue or come into force after authorisation is removed.

*Transfer of .nz domain names on Removal of Authorisation*

11.2.9. If a Registrar's authorisation is removed under clause 11.2.6(a) on the request of the Registrar, the Registrar must transfer the .nz domain names under its management to one or more other Registrars in accordance with clause 4.2.7.

11.2.10. If a Registrar's authorisation is removed other than under clause 11.2.6(a), DNCL must:

- a. set a date by which all .nz domain names must be transferred to a new Registrar (the **Deadline**)
- b. send a notice to each affected Domain Name Holder in the manner specified in clause 11.3.

11.2.11. Clause 11.2.10 does not apply if the Registrar makes other arrangements to transfer the affected .nz domain names before the Registrar's authorisation is removed.

- 11.2.12. DNCL can, at its sole discretion, assist the Registrar to transfer affected .nz domain names by:
- a. extending the Deadline
  - b. otherwise assisting any affected Domain Name Holders to transfer the affected .nz domain names to a new Registrar.

*Effect of cancellation on renewals*

- 11.2.13. The Registrar must not charge the Domain Name Holder for a .nz domain name that is due to be renewed during the period starting on the date DNCL contacts the Domain Name Holders and ending on the Deadline date.

*Cancellation if Registrar not changed*

- 11.2.14. After the Deadline has passed, DNCL must direct InternetNZ to cancel any .nz domain names whose Registrar has not been changed by the end of their term.

### **11.3. Procedures and requirements**

- 11.3.1. A person can apply to become a Registrar under clause 11.2.1 by:
- a. submitting a completed *Application for Authorisation as a Registrar form* (“Form AOR1”)
  - b. paying DNCL a fee of \$3,000 plus GST.

- 11.3.2. DNCL will acknowledge that it has received an application by email. This usually happens within two working days of their receipt. Most applications are processed within a month of their receipt.

- 11.3.3. If DNCL approves the application, DNCL:
- a. will inform the applicant that the application has been successful
  - b. can enter into the Authorisation Agreement with the applicant.

*Removing authorisation*

- 11.3.4. The period after which DNCL can remove a Registrar's authorisation under clause 11.2.5(a) is 6 months after the date they become a Registrar.

- 11.3.5. The notification in clause 11.2.10 to each affected Domain Name Holder must contain:
- a statement informing them of the removal of Registrar’s authorisation
  - a statement informing them that they must transfer each affected .nz domain name to a new Registrar
  - information identifying each .nz domain name held by the Domain Name Holder that must be transferred and the authorisation code for each
  - the Deadline by which they must be transferred set under clause 11.2.10

the names and contact information of all other Registrars on the DNCL website ([dnc.org.nz](http://dnc.org.nz)).



## 12. Complaints and enforcement

### 12.1. Policies

- 12.1.1. The registry, registrar, and regulatory functions of .nz will be structurally separated. DNCL will perform the regulatory function, under a delegation from InternetNZ.
- 12.1.2. The regulatory environment must be operated and enforced in a fair and transparent manner.
- 12.1.3. DNCL will be responsible for:
  - a. monitoring and enforcing compliance with these .nz Rules
  - b. monitoring and enforcing the Authorisation Agreement and Connection Agreement in consultation with InternetNZ
  - c. providing dispute resolution services for Domain Name Holders (see Schedule 2 (Dispute Resolution Service)).

### 12.2. Operational rules

#### **Investigation of enquiries between Domain Name Holder and Registrar**

- 12.2.1. If the Registrar and Domain Name Holder are unable to resolve the Domain Name Holders enquiry or complaint made under clause 8.2.2(i), either party can refer the unresolved enquiry or complaint to DNCL.
- 12.2.2. DNCL can assist with the resolution of an unresolved enquiry or complaint, either on the referral of either party or on its own initiative.
- 12.2.3. After investigating an unresolved enquiry or complaint, DNCL can do anything it considers appropriate in the circumstances, including:
  - a. taking no action
  - b. working with the parties to resolve the dispute
  - c. taking an action or imposing a measure under clause 12.2.8 if DNCL determines that there has been a breach of a .nz Rule or associated agreements or contracts.
- 12.2.4. **If DNCL determines that a party has not complied with and/or breached or likely breached** a .nz Rule or associated agreement or contracts, it may request (in its sole discretion and acting reasonably) any relevant party to provide information in relation to the non-compliance and/or breach or any information substantiating compliance. Any relevant party must respond to such a request within the timeframe detailed in the request by DNCL.

- 12.2.5. DNCL will abide by the principles of natural justice when investigating complaints and disputes and when making determinations and imposing sanctions.
- 12.2.6. Other than in an emergency or exceptional circumstances to which clause 12.2.16(c) applies, DNCL cannot consider complaints relating to:
- a. illegal or malicious use of a .nz domain name (for example spam or phishing)
  - b. objectionable or offensive website content
  - c. potential breaches of legislation.

## **Enforcement of .nz Rules**

### *Monitoring compliance with .nz Rules*

- 12.2.7. DNCL can monitor compliance with these .nz Rules by any means DNCL considers appropriate, including by doing checks and audits of the business systems and processes of Registrars and Resellers.

### *Penalties for breach of .nz Rules*

- 12.2.8. If DNCL determines that there has been a breach of these .nz Rules or associated agreements or contracts, DNCL can take any action or impose any measure it considers appropriate to remedy the breach or encourage greater compliance.
- 12.2.9. Any action DNCL takes or measure it imposes under clause 12.2.8:
- a. is made at DNCL's discretion
  - b. can be temporary or permanent.
- 12.2.10. DNCL must:
- a. adhere to the principles of natural justice when determining whether to impose a sanction and what the sanction should be
  - b. reasonably consider that anything it does under clause 12.2.8 is proportionate to the breach, having regard to the .nz Principles, all the circumstances of the breach when it occurred and the consequences of the breach.

### *General actions*

- 12.2.11. Examples of the actions DNCL can take under clause 12.2.8 include:
- a. directing InternetNZ to correct any details in the Register
  - b. directing InternetNZ to transfer a .nz domain name to a new Registrar
  - c. directing InternetNZ to cancel a .nz domain name
  - d. any other action DNCL considers appropriate in the circumstances.

### *Actions in relation to Registrars*

- 12.2.12. Examples of the sorts of actions DNCL can take under clause 12.2.8 in relation to a Registrar include:
- a. suspending some or all of the Registrar's functions, entitlements or rights
  - b. directing the Registrar to undertake or to reverse a transaction
  - c. directing the Registrar to take or not to take any action in connection with a .nz domain name, or information or money connected with a .nz domain name
  - d. directing the Registrar to publish a statement on its website
  - e. directing the Registrar to pay money to any party that DNCL has determined has suffered loss as a result of a breach
  - f. removing the Registrar's authorisation
  - g. any other action DNCL considers appropriate in the circumstances.
- 12.2.13. DNCL can take an action against a Registrar under clause 12.2.8 regardless of whether the breach was committed by the Registrar or a Reseller or other person using the Registrar's systems.
- 12.2.14. DNCL can take steps or create initiatives intended to ensure that Registrars do not unduly benefit from, or be prejudiced by, their size or by the nature of their operation including geographical location inside or outside New Zealand.

### *Actions in relation to Domain Name Holders*

- 12.2.15. DNCL must not suspend or cancel a .nz domain name under clause 12.2.8 unless DNCL determines that:
- a. the Register data for that .nz domain name is incorrect and DNCL has made more than one attempt to contact the Domain Name Holder
  - b. the warranty the Domain Name Holder gave in clause 2.2.3 was misleading or incorrect or the Domain Name Holder has failed to comply with its obligations under these .nz Rules
  - c. the Domain Name Holder obtained the .nz domain name by fraud or deception
  - d. cancelling the .nz domain name is necessary to preserve the integrity of the .nz Register or the security, stability or resilience of the DNS.
- 12.2.16. The Commissioner can change the Registrar of a .nz domain name, or suspend, assign, cancel or impose a Compliance Lock on it, if:
- a. not doing so would be contrary to the terms of an order from a court or tribunal of competent jurisdiction or otherwise unlawful
  - b. necessary to preserve the security, stability or resilience of the DNS
  - c. there is an emergency or exceptional circumstances (for example, terrorist attack, cyber security attack, pandemic, or other force majeure event) and the Commissioner reasonably considers:

- i. the use of the .nz domain name is causing, or may cause, irreparable harm to any person or to the operation or reputation of the .nz domain space
- ii. the action would mitigate or minimise the harm and be proportionate to it.

12.2.17. The Commissioner can impose a Compliance Lock when a .nz domain name has been sanctioned: or to preserve the position of a Party using the Dispute Resolution Service or during an investigation. A locked .nz domain name cannot be amended in any way by the Registrar (including being transferred, cancelled or released).

12.2.18. DNCL will not attempt to recover money owed to the Registrar or any third party in relation to any enforcement action it takes. Neither DNCL nor the Commissioner shall be liable for any direct or indirect loss or damage suffered by a Domain Name Holder or any third party, arising out of any act or omission in connection with the exercise in good faith of the powers provided for in clauses 12.2.8 and 12.2.16.

12.2.19. Any action taken by the Commissioner under clause 12.2.16 can be made public, including the nature of the incident being dealt with and the timeframe for which the temporary approach is anticipated. Use of this power can also be included in the Commission's transparency reporting.

#### *Effect of Compliance Lock*

- 12.2.20. If a Compliance Lock is put on a .nz domain name:
- a. a Registrar must not seek to amend its registration in any way (including trying to assign, transfer, cancel or made available for registration)
  - b. no amendment on the .nz Register can be processed.

#### *Enforcement against Resellers*

12.2.21. If the Commissioner determines that a Registrar does not offer registrar services to the public or any section of the public (however selected), all users of the Registrar's services must be treated as Resellers under these .nz Rules. For the purpose of this clause, "public" includes government departments, offices or agencies.

- 12.2.22. If a Registrar identifies or is notified by DNCL that a Reseller has breached of these .nz Rules, the Registrar must promptly inform the Reseller:
- a. how the Reseller has breached these .nz Rules
  - b. what the Reseller must do to remedy the breach
  - c. when the Reseller must take action by (the **Deadline**)
  - d. the penalties the Registrar will impose or steps the Registrar will take if action is not taken within the timeframe.

12.2.23. The Deadline must take into account:

- a. the gravity of the breach and its consequences on Domain Name Holders
  - b. the urgency with which the breach needs to be remedied
  - c. the time within which the Reseller can practicability remedy the breach.
- 12.2.24. If the Reseller does not remedy the breach by the Deadline, the Registrar must:
- a. advise the Commissioner that the breach has not been remedied
  - b. seek the Commissioner’s approval to impose one or more of the penalties or steps specified in clause 12.2.22(d).
- 12.2.25. The steps a Registrar can take under clause 12.2.22(d) include transferring the direct responsibility for managing .nz domain names involved from the Reseller to Registrar.
- 12.2.26. The Commissioner can approve the transfer of direct responsibility for managing the affected .nz domain names from the Reseller to the Registrar if the Registrar can demonstrate to the satisfaction of the Commissioner:
- a. the Reseller’s breach has negatively affected Domain Name Holders
  - b. the Registrar has informed the Reseller of the matters specified in clause 12.2.22
  - c. the Deadline is fair taking into account the factors in clause 12.2.23(a) and (b)
  - d. the Registrar has an agreement with the Reseller that specifies that direct management of .nz domain names can transfer to the Registrar if the Reseller breaches these .nz Rules.
- 12.2.27. Despite clause 12.2.26(d), the Commissioner can direct a Reseller to transfer direct responsibility for the management of the affected .nz domain names in the absence of an agreement between the Registrar and the Reseller if the Commissioner:
- a. has taken steps to assist the Reseller to become compliant
  - b. has followed due process in any investigation that could lead to their names being transferred to the Registrar
  - c. considers there are exceptional circumstances that make the transfer desirable.

### **12.3. Procedures and requirements**

- 12.3.1. The Registrar must consult DNCL before sending the notice in clause 12.2.22.

# Schedules

Schedule 1 - Policy Development Process

Schedule 2 - Dispute Resolution Service

~~[No changes yet]~~

Schedule 3 - Conflicted Name Process

~~[No changes yet]~~

# Schedule 1 - Policy Development Process

This Schedule sets out the processes that InternetNZ must follow when creating or amending .nz policies.

## 1. Starting a policy process

- 1.1. InternetNZ can start a policy process on its own initiative or following a request under clause 1.3.
- 1.2. In deciding whether to start a policy process, InternetNZ will take into account the .nz Principles, operational needs and the impact not starting a policy process would have on the parties involved in .nz.
- 1.3. Anybody can contact InternetNZ or DNCL to request:
  - a. an amendment to the .nz Rules
  - b. that a part or parts of the .nz Rules be reviewed.
- 1.4. On receiving a request under clause 1.3, InternetNZ must:
  - a. publish the request on the InternetNZ website as soon as reasonably practicable
  - b. decide whether to begin a policy process in response to the request.

## 2. Policy process

- 2.1. If InternetNZ decides to begin a policy process, it can adopt any process it considers appropriate, as long as it complies with clauses 3 and 4.

## 3. Minimum engagement requirements

- 3.1. If the policy process involves a proposed amendment to any part of the .nz Rules other than the Procedures and Requirements, InternetNZ must ensure that it consults with anybody affected by the proposed change before making final policy decisions.
- 3.2. If the policy process involves a proposed amendment to the Procedures and Requirements, InternetNZ must notify the public at least 20 working days before the changes come into effect.
- 3.3. InternetNZ can determine the appropriate scope and process for consultation under clause 3.1 having regard to the nature and circumstances of the policy or amendments being developed.

- 3.4. InternetNZ must publish any submissions it receives on the InternetNZ website along with any consultation papers.
- 3.5. The validity of any amendment made to the .nz Rules will not be affected by any perceived or actual flaw in a consultation process.

#### **4. Engagement with Māori**

- 4.1. InternetNZ must inform itself about whether any Māori interests would be affected by any proposed change to the policies.
- 4.2. If Māori interests would be affected, InternetNZ must determine what level of engagement with Māori is appropriate, having regard to the nature and strength of those interests, balanced against other relevant interests.
- 4.3. Depending on the nature and strength of the interests involved, the engagement may involve engaging with Māori as part of the consultation in clause 3 or an additional or parallel engagement process.

*[Note: this section is to be discussed and will form part of the Māori engagement plan.]*

#### **5. Publication of process and decisions**

- 5.1. InternetNZ must make all consultation papers issued and submissions received available on its website.
- 5.2. InternetNZ must publish the final policy decisions as soon as reasonably practicable after they have been made.

#### **6. Interim Policy**

- 6.1. InternetNZ can urgently amend .nz Rules without following clauses 3 and 4 if InternetNZ determines that circumstances require the amendment immediately to preserve the integrity of the .nz Register or the security, stability or resilience of the DNS (for example, security related issues).
- 6.2. An amendment made under clause 6.1 must:
  - a. be identified as an interim policy
  - b. be reviewed in accordance with this policy as soon as practicable.
- 6.3. An interim policy still in effect after six months must be reviewed by the InternetNZ Council, unless otherwise agreed by the Council.



## **Schedule 2 - Dispute Resolution Service**

Please refer to

<https://internetnz.nz/nz-domains/nz-policies/dispute-resolution-service-policy/>

# Schedule 3 - Conflicted Name Process

~~[Note: This will be revised during the next tranche of policy changes]~~

~~Please refer to clauses 9 & 10 in~~

~~<https://internetnz.nz/nz-domains/nz-policies/operations-and-procedures/>~~

## 1. Registration of Domain Names at the Second Level

- 1.1. In order to avoid confusion the names 'gov', 'government', 'com', 'edu', and 'nic' cannot be registered at the second level.
- 1.2. An Equivalent Name was a name at the second level which matched the name registered at the third level (for example, anyone.nz was the Equivalent Name for anyone.co.nz); a Conflicted Name is a name which appears at the third level in more than one second level meeting the criteria in clause 1.1.
- 1.3. Registrants who were either a councillor of InternetNZ or a director of DNCL or a director of NZRS Limited or a staff member or contractor of any of those three entities, or were from 1 September 2011 to 30 May 2012, qualified for the Conflicted Name process only if the Registrant has a Conflicted Name as at 1 September 2011, that at 1pm 30 September 2014 was registered and whose registration has been continuous.
- 1.4. The reason there is a different date for eligibility for the Registrants defined in 1.3 is to ensure there is no conflict of interest. 1 September 2011 pre-dates any discussion about a possible change to the .nz registration structure.

## 2. Conflicted Name Process

- 2.1. Registrants holding a domain name that meets the following criteria can use the Conflicted Name process:
  - 2.1.1. a name registered as at 9.00am 30 May 2012; and
  - 2.1.2. that at 1pm 30 September 2014 was registered and whose registration has been continuous; and
  - 2.1.3. is not subject to clause 1.3; and
  - 2.1.4. the name is conflicted,
  - 2.1.5. by following the process outlined in clause 2.1 to 2.9.
  - 2.1.6. For example, as at the time given, 'anyname.co.nz' is not the only domain name for the term 'anyname'; 'anyname.org.nz' is also registered. The

names 'anyname.co.nz' and any other 'anyname' registration are conflicted, and Registrants must follow the Conflicted Name process described in clauses 2.1 to 2.9.

- 2.2. Where there is a Conflicted Name, each Registrant of the Conflicted Name must indicate by 18 October 2017 via a nominated DNCL website that they either:
  - 2.2.1. would like the opportunity to register the Equivalent Name for possible registration as a .nz domain name at the second level; or
  - 2.2.2. do not want to register the Equivalent Name for possible registration as a .nz domain name at the second level, and do not want any other party to register the Equivalent Name as a .nz domain name at the second level; or
  - 2.2.3. do not want to register the Equivalent Name for possible registration as a .nz domain name at the second level, and do not object to another Registrant registering the Equivalent Name as a .nz domain name at the second level.
- 2.3. If a Registrant of a Conflicted Name did not indicate a preference by 18 October 2017 (clause 2.2) then that Conflicted Name ceased to be a Conflicted Name and has no involvement in the Conflicted Name process.
- 2.4. Where all Registrants in the Conflicted Name process for the Equivalent Name have indicated the preference of 'do not want and do not object to another', as specified in clause 2.2.3, then DNCL will deem the conflict resolved, and the Equivalent Name released for registration on a first come, first served basis at a time determined by DNCL.
- 2.5. A Registrant of a Conflicted Name may register the Equivalent Name once the conflict is resolved. DNCL will advise the Registrant of the opportunity to register the Equivalent Name. The Registrant will have 2 months from the date of advice to register the Equivalent Name at the second level.
- 2.6. Where the Registrants of a Conflicted Name have come to an agreement, the Registrants will advise DNCL of the agreement via a nominated DNCL website. DNCL will advise the agreed Registrant of the opportunity to register the Equivalent Name.
- 2.7. Proof of the consent of the other Registrants may be required as part of the application for registration. Consent will be recorded through a nominated DNCL website. DNCL may make such an inquiry as it thinks necessary to verify that consent has been given to the Registrant by the other Registrants of the Conflicted Name.
- 2.8. DNCL may decline the Equivalent Name at the second level if the DNCL is satisfied that the consent of any of the Registrants with the Conflicted Name:

- 2.8.1. has been obtained through a breach of any law; or
  - 2.8.2. is inconsistent with any DNCL policy.
- 2.9. It is the responsibility of the Registrant with a Conflicted Name seeking registration at the second level to obtain the consent of the other Registrants with the Conflicted Name. DNCL will offer advice and information to the Registrant if required and may also offer the use of a facilitator to assist in the process.
- 2.10. The Conflicted Names Process is intended for conflicted parties. Where DNCL can demonstrate that the same entity is the Registrant of each of the domain names in the Conflicted Names process DNCL will contact the Registrant to direct them to resolve the conflict within a time specified by DNCL. Failure to resolve the conflict once notified by DNCL may result in DNCL deeming the conflict resolved and the Equivalent Name released for registration on a first come, first served basis.
- 2.11. For clarification purposes, if a name has been identified as a Conflicted Name and more than one Registrant of the Conflicted Name has expressed an interest in registering the Equivalent Name, then the Registrants of the Conflicted Name are not required to resolve the conflict. The Conflicted Name may remain unavailable for general registration indefinitely unless clause 2.10 applies.
- 2.12. The Conflicted Names process will be regularly reviewed in line with normal .nz policy development and review processes.