

Submission 1: Rob Poad

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

As a organisation that restricts and enforces rules I believe that we should have limited liability for our actions.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

Yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

Yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

Question 7: Do you have any comments on the proposed domain lock provision?

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

Submission 2: Roger Parkinson

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

I don't

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

I don't

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

yes

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

I don't

Question 7: Do you have any comments on the proposed domain lock provision?

I don't

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

I don't

Submission 3: Ken Barnett

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

No - why should someone be eligible or ineligible? This is not inclusive. A domain should be open to all based first come first served basis.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

No. No data about the owner should be kept apart from the identifying data at the time of buying the domain.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

No. If someone wants a domain name that is owned by someone else they should shoulder the cost of tracking the owner down and buying the domain off them. There are mechanisms for handling situations where the owner has died or disappeared that are generally used in society that can remain outside the scope of InternetNZ.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

Question 7: Do you have any comments on the proposed domain lock provision?

I find this concept dubious. InternetNZ does not need to be in the loop for locking a domain. The carriers can do that if they deem it necessary and legally appropriate. If InternetNZ has to be in the loop here - then surely the technology to do it should be tendered.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

It feels to me that InternetNZ is overplaying it's role here.

Submission 4: The Domain Name Company Limited

domain.co.nz

Monday, 15 September 2025

FEEDBACK REGARDING 2025 PROPOSED “.NZ RULES” AMENDMENTS

The following constitutes the position of The Domain Name Company Limited (“TDNC”).

Domain Name Commission Limited (“DNCL”) is an ordinary New Zealand company wholly owned by Internet New Zealand Incorporated (“INZ”), a charitable Society.

INZ and DNCL currently have monopoly control of the .nz namespace.

OPENING REMARKS

Contrary to statements in the “.nz Rules”, DNCL is not and never has been a regulator, pursuant to guidance published by the Ministry of Regulation and Section 29 of the Interpretation Act 1999. A registry (ie. INZ) cannot own a “regulator”, it would be an egregious conflict of interest and no such model exists anywhere in the world.

In fact, there is an increasingly compelling argument for the government to appoint a regulator such as the Commerce Commission to directly oversee INZ and DNCL.

DNCL is more correctly the administrator of INZ’s contractual rights. INZ and DNCL should have taken the opportunity to correct this in the revision. The latest version of the “.nz Rules”, changes the abbreviation “DNCL” to “DNC”, dropping “Limited”, in a further attempt to misrepresent its authority.

Use of the term “DNC” also creates confusion with “TDNC”, the commonly and widely used abbreviation for our company, continually in use since August 1996.

It is of concern that substantive changes in the “.nz Rules” appear to be designed to achieve one of two outcomes:

1. To vest further “powers” in DNCL
2. To further limit liability for the use of these “powers”

It is contrary to good governance that INZ and DNCL should seek to remove checks, balances and accountability for their decisions and the actions they undertake. It also undermines public trust in their fairness and integrity.

FEEDBACK ON SPECIFIC CLAUSES

This feedback is provided in reference to the “*PDF of Strike-out version highlighting the changes proposed*” (<https://internetnz.nz/assets/Archives/nz-Rules-consultations-/Consultation-draft-of-version-3.3-of-.nz-Rules-Strike-out-version.pdf>). Should this version be inaccurate or incomplete, then so is our feedback.

2.2.3(b)(ii). The addition of “... and will be updated to ensure it remains accurate and correct during the lifecycle of the domain name” is not a defined process. It is impossible for this to occur continuously (for example when a registrant moves address but prior to the new address being updated). What is the length of the remediation window? How is it monitored? How is it enforced? What happens in the scenario where a registrant opts not to renew a domain but it remains registered as a result of the registry “Auto Renew” process? These are all questions we have raised with DNCL in the past (which have been ignored) and are material to its practical implementation. Time to remediate is partially addressed in 12.2.15(b) where it states “the timeline specified by DNC in any request to the Domain Name Holder” (however see comment below).

8.2.16(e). We note reference to “powers” to remove a Registrar’s authorisation, but no reference to the process itself, independent appeal process or independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance, accordingly we reject this change.

6.2.7 [et al]. We have no issue with the “Domain Lock” functionality in principle, but once again this process is not defined. How will it work exactly? How is approval granted? What is the workflow? How are exceptions handled? There has been no test environment or process map provided. It is frustrating that INZ and DNCL continue the same mistakes, rolling out an “idea” before a “process” that has been properly vetted and tested by industry participants.

8.2.4(m). The addition of “advise DNC if they become aware that the Domain Name Holder does not meet the criteria to apply to register a .nz domain name as provided in clause 2.2.1” places the burden on registrars unnecessarily. We have raised previously with the DNCL (again it was ignored) that it has the ability to validate contact details automatically, without the need to involve registrars - ignoring this in favour of pushing obligations on to registrars is an unwarranted, costly and a superfluous manual process.

11.2.2. We reject any change or clause that gives DNCL “sole discretion” to make decisions in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

11.2.3(b). We reject any change or clause that gives DNCL “sole discretion” to make decisions in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

11.2.11. This amendment has not been correctly highlighted in the document.

12.2.8. We reject any change or clause that gives DNCL rights to “take any action or impose any measure it considers appropriate to remedy the breach or encourage greater compliance” in the absence of any independent appeal process and independent oversight of these decisions. Here the text explicitly states the intention is for DNCL to act coercively. When combined with exclusions of liability this also allows DNCL to act retributively. This runs contrary to established principles of accountability and good governance.

12.2.11(d). We reject any change or clause that gives DNCL rights to take “any other action DNC considers appropriate in the circumstances” in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows

DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

12.2.15(b). This ambiguously refers to a “*timeline specified by DNC in any request*”. In line with INZ and DNCL’s commitment to equity, fairness and transparency, this period should be fixed, uniform and explicitly published in the “.nz Rules” (or a schedule to it).

12.2.15(d). Wording of this clause is capricious. It must afford a registrant (or their beneficiary) sufficient warning and time to remediate any breach, again this is a fundamental tenet of equity and fairness.

12.2.16/17. We have and continue to reject the use of “Compliance Locks” (ref: our feedback 22 May 25 <https://internetnz.nz/assets/Archives/nz-Rules-consultations-/Minor-amendments-2025-submissions-received-as-at-close-6-June-2025.pdf>). None of the safeguards or process definitions requested have been provided and we continue to call for their complete removal for the reasons outlined – including our position that:

- 1) they defeat the purpose for which they were designed (eg. blocking the ability of a registrant to bring their registration into compliance). DNCL cannot on one hand require a contact record update and on the other block a registrant’s ability to comply;
- 1) they add no additional functionality INZ does not already possess, they are simply a coercive tool for use by DNCL;
- 2) these locks have been used abusively by DNCL in the past;

Furthermore, in the absence of any independent appeal process, independent oversight of these decisions, and when combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

12.2.19. This clause is particularly troubling *“To the extent permitted by Law, DNC, nor the Commissioner, DNC’s personnel, InternetNZ or InternetNZ’s personnel or any of their related parties shall not be liable for any direct or indirect loss or damage suffered by a Domain Name Holder or Registrar 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 these .nz Rules or arising out of any act or omission taken in connection with the Associated Agreements, or otherwise in connection with the operation of .nz or the .nz Register. clauses 12.2.8, and 12.2.16”*. We reject any change or clause that attempts to limit INZ’s and/or DNCL’s accountability for their actions and decisions. Attempting to restrict their liability to any and all persons and entities, irrespective of whether or not they are parties to the Associated Agreement, is the epitome of overreach, bad faith and unenforceable.

SUMMARY

It remains the ongoing position of TDNC that the .nz namespace is too important to rely on hope that its stewards will act competently, fairly and in good faith.

Billions of dollars of commerce rely on .nz, there must be checks and balances on INZ and DNCL to ensure they are held accountable for their actions and decisions, including an independent appeals process and independent oversight of their conduct. These are fundamental democratic principles that must be respected to ensure fairness, transparency and equitable treatment of all stakeholders.

The Domain Name Company Limited
15 September 2025