



UK GROWTH PROGRAMME – PRICE PROMOTION TERMS AND CONDITIONS

Version 1.0 – 03.06.26

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms and Conditions words written with capital letters have the meanings set out below. Where a term is not defined here, it has the meaning given to it in the RRA.
- 1.2. **Promotion Period** means 1 October 2026 to 31 December 2026 (inclusive), or such other period as we notify to you in the Programme Confirmation.
- 1.3. **Channel Marketing Fund** or **CMF** means the discretionary fund we may make available under the separate UK Growth Programme – CMF Terms and Conditions to eligible Members to support marketing activities that promote .UK domain name registrations.
- 1.4. **Member** means You or any individual or organization who is registered as a subscribed member of Nominet.
- 1.5. **Nominet** means Nominet UK.
- 1.6. **Price Promotion** means the discount applied at registry level to eligible Transactions during the Promotional Month, as described in clause 4. However, the Price Promotion is available only to Members who have not selected the CMF which is subject to the separate UK Growth Programme – CMF Terms and Conditions.
- 1.7. **Programme** means the UK Growth Programme – Price Promotion, under which eligible Members may participate in the Price Promotion as further described in clause 3.
- 1.8. **Programme Confirmation** means the written document we issue to you confirming your participation in the Price Promotion, your Promotional Month, and any conditions specific to your participation.
- 1.9. **Promotional Month** means the single calendar month within the Promotion Period during which the Price Promotion applies to your eligible Transactions, as specified in your Programme Confirmation.
- 1.10. **ROI** means return on investment.
- 1.11. **RRA** means your Registry-Registrar Agreement with us, together with all schedules and ancillary documents incorporated into it (including the Credit and Payment Terms, Service Level Requirements, Data Processing Annex, Acceptable Use Policy, Sanctions Policy, and Data Quality Policy).
- 1.12. **Registry Database** means the authoritative database of domain name registrations operated by us, being the same Register referred to in the RRA.
- 1.13. **Terms and Conditions** means these UK Growth Programme – Price Promotion Terms and Conditions.
- 1.14. **We, Our** or **Us** means Nominet.
- 1.15. **You** means the Member or the Registrar participating in the Programme.
- 1.16. The interpretation provisions in clause 1 of the RRA apply to these Terms and Conditions as if set out in full here.
- 1.17. These Terms and Conditions form part of your RRA with Us. In the event of any conflict between these Terms and Conditions and the main body of the RRA, these Terms and Conditions shall take precedence. In the event of any conflict between these Terms and Conditions and a Programme Confirmation, these Terms and Conditions shall take precedence unless the Programme Confirmation expressly states otherwise.

2. RULES OF PARTICIPATION

- 2.1. The Programme is open to all Members except as otherwise specified in Clause 2.6. No formal application or ROI assessment is required to participate in the Price Promotion.
- 2.2. The parties agree to comply with all applicable UK competition laws including the Competition Act 1998 and acknowledge that the Programme has been established to meet legitimate

aims of promoting visibility of .UK domains and supporting Members and, as far as reasonably possible, is designed to operate in a fair, open, broadly equivalent and transparent manner.

- 2.3. You confirm that your participation in the Programme is unilateral and you have not discussed and will not discuss any aspects of your participation (including pricing, target customers or strategic plans) with any of your competitors.
- 2.4. Nothing in the Programme shall be interpreted or construed as encouraging the fixing of resale prices or sharing of markets (customers or territories) which shall not be permitted under the Programme and you warrant that you will not use any promotional incentives or benefits received under the Programme to engage in anti-competitive behaviour.
- 2.5. We reserve the right to terminate your participation immediately if you breach clauses 2.2 to 2.4 or the Competition Act 1998.
- 2.6. Price Promotion – participation rules:
 - (a) The Price Promotion is open to all Members (except for Members who have selected the CMF which is subject to the separate UK Growth Programme – CMF Terms and Conditions)
 - (b) to participate, you must notify us of your preferred Promotional Month by the deadline we specify. You may select any one calendar month within the Promotion Period. We will confirm your Promotional Month in your Programme Confirmation;
 - (c) to be eligible to participate in the Price Promotion, you must at all times:
 - (i) hold an active RRA with us in good standing;
 - (ii) not be subject to any Special Status or suspension under the RRA; and
 - (iii) comply with all obligations under the RRA.
- 2.7. These Terms and Conditions supplement your RRA and do not:
 - (a) grant you any rights beyond those provided under the RRA;
 - (b) alter your existing obligations under the RRA;
 - (c) create any partnership, joint venture, or other association between us beyond that described in the RRA; or
 - (d) constitute a commitment by us to continue the Programme beyond the Promotion Period or to maintain any particular pricing level.

3. THE PROGRAMME OVERVIEW

- 3.1. The Programme offers eligible Members a registry-level discount applied to eligible Transactions during your Promotional Month only. The Price Promotion is open to all Members.
- 3.2. Participation is subject to your compliance with these Terms and Conditions, your RRA, and your Programme Confirmation.
- 3.3. We may amend, suspend, or withdraw the Programme (in whole or in part) at any time in accordance with clause 8. We will use reasonable endeavours to give you advance notice where we can do so without prejudice to our ability to manage our Systems or the wider .UK namespace.

4. PRICE PROMOTION

- 4.1. If you are eligible and have been confirmed as participating in the Price Promotion pursuant to Clause 2.6, we will apply the promotional discount rate specified in your Programme Confirmation to eligible Transactions of the types set out in the Programme Confirmation, but only during your Promotional Month.
- 4.2. The Price Promotion applies for one calendar month only within the Promotion Period. The Promotional Month is specified in your Programme Confirmation. Transactions submitted outside the Promotional Month, whether before or after it, will be charged at the rates set out in our UK Pricing Schedule, even if they fall within the Promotion Period.

- 4.3. The promotional discount is applied at the point of Transaction processing and is reflected in the charges debited to your credit account with us. We will not apply the promotional discount retrospectively.
- 4.4. Only Transactions expressly listed as eligible in your Programme Confirmation qualify for the promotional discount. All other Transactions will be charged at the rates set out in our UK Pricing Schedule.
- 4.5. The Price Promotion applies only to Transactions that are:
 - (a) successfully submitted and processed through our Systems during the Promotional Month;
 - (b) recorded on the Registry Database during the Promotional Month; and
 - (c) not subsequently reversed, cancelled, or voided for any reason ahead of invoicing.
- 4.6. Transactions that fail, are rejected, or are not recorded on the Registry Database for any reason (including as a result of insufficient credit) do not qualify for the promotional discount regardless of when they were submitted.
- 4.7. We reserve the right to adjust the terms of the Price Promotion (including the applicable discount rates and the list of eligible Transaction types) on not less than 14 days' written notice to you. Such adjustment will not affect Transactions already successfully processed and recorded on the Registry Database before the notice period expires.

5. CREDIT AND PAYMENT

- 5.1. Your Credit and Payment Terms continue to apply in full during the Promotion Period. The promotional pricing does not alter your obligation to maintain sufficient credit account balance to cover charges as they arise or your obligations to pay invoices within the required timeframes.
- 5.2. If your credit account balance is insufficient to cover charges at the promotional rate for a Transaction you wish to submit during the Promotional Month, you must prepay the required amount before submitting that Transaction. We may decline to process Transactions where your credit account balance is insufficient, and no liability will attach to us for any opportunity cost or loss of benefit arising from such declination.
- 5.3. We are not obliged to increase your credit limit as part of or in connection with the Programme. Any request for a credit limit increase will be considered under our standard credit review process, and we retain absolute discretion as to what credit limit to offer you, as set out in the Credit and Payment Terms. Participation in the Programme does not entitle you to any credit limit increase.
- 5.4. If you exceed your credit limit during the Promotion Period, we may:
 - (a) place your RRA into Special Status until the amount of recorded debt is less than the credit limit in accordance with the Credit and Payment Terms; and
 - (b) suspend your participation in the Programme without notice until the amount of recorded debt is less than the credit limit and/or you have taken appropriate actions to reduce the debt outstanding, in addition to any other rights we have under the RRA.
- 5.5. All amounts referred to in these Terms and Conditions are exclusive of VAT, which will be charged in addition where applicable.

6. ABUSE PREVENTION AND COMPLIANCE

- 6.1. Your obligations under the RRA, including the General Requirements, the Acceptable Use Policy, the Sanctions Policy, and the Data Quality Policy, remain in full force during the Promotion Period. The Programme does not limit or qualify those obligations in any way.
- 6.2. You must, throughout the Promotion Period and in connection with any increased registration volume arising from the Programme:
 - (a) actively maintain systems and processes to detect, monitor, and take action on abuse of .UK domain names registered through your accreditation/tag, including (without limitation) phishing, malware distribution, fraud, and other unlawful activities;
 - (b) maintain a published abuse contact point as required under the RRA;
 - (c) acknowledge and investigate abuse complaints promptly; and

- (d) take action proportionate to the nature and severity of abuse identified, including (where required by our Policies) suspension or cancellation of domain name registrations.
- 6.3. You must comply promptly with all lawful requests from UK law enforcement agencies in relation to domain names registered, in accordance with paragraph B.1.3 of the Service Level Requirements.
- 6.4. Any increase in your registration volume arising from the Programme does not diminish your obligations regarding registrant data quality. You remain responsible for submitting complete and accurate registrant data in respect of all Transactions, including those processed at promotional rates.
- 6.5. We may at any time assess your compliance with your abuse prevention and data quality obligations. If we reasonably consider that you are failing to meet those obligations, we may suspend or terminate your participation in the Programme under clause 8, in addition to any sanctions available to us under the RRA and Sanctions Policy.
- 6.6. We may require you to provide information or evidence demonstrating how you are meeting your obligations under this clause 6 within a timeframe we specify acting reasonably.

7. REGISTRY DATABASE AS AUTHORITATIVE RECORD

- 7.1. The Registry Database is the sole and definitive record for all purposes relating to the Programme, including:
 - (a) whether a Transaction was submitted and successfully processed during the Promotional Month;
 - (b) the type and classification of each Transaction;
 - (c) the pricing applied to each Transaction;
 - (d) your aggregate Transaction volume and aggregate value during the Promotional Month; and
 - (e) any other metrics relevant to calculating Programme benefits.
- 7.2. In the event of any dispute between us regarding Transaction volume, value, type, timing, or any other matter relevant to calculating promotional discounts or any other Programme benefit, the Registry Database records shall be conclusive and final. We will not accept records from your own systems, your Resellers' systems, or any third-party source as an alternative or supplement to the Registry Database for these purposes.
- 7.3. If you believe that the Registry Database contains a manifest error that has materially affected the calculation of your Programme benefits, you must notify us in writing within 30 days of the relevant Transaction or of the date on which you became aware of the alleged error (whichever is the later), providing full supporting details. We will investigate any such notification and correct any demonstrated manifest errors we identify. Our determination following investigation is final and we are not obliged to conduct further reviews.
- 7.4. Nothing in this clause 7 limits our rights under clause 10.2 of the RRA, which provides that the Register and WHOIS or its planned successor RDAP, and the data contained within them, belong to us and we can change them at any time.

8. SUSPENSION AND TERMINATION OF PROGRAMME PARTICIPATION

- 8.1. We may suspend or terminate your participation in the Programme (in whole or in part) immediately on written notice to you if:
 - (a) you are in breach of any term of your RRA (including any applicable Policy or Service Level Requirement);
 - (b) you are in breach of any term of these Terms and Conditions;
 - (c) your RRA is placed into Special Status for any reason;
 - (d) you fail to meet your obligations under clause 6 (Abuse Prevention and Compliance);
 - (e) your participation in the Programme poses, in our reasonable opinion, a reputational, legal, or operational risk to us or to the .UK namespace.
- 8.2. Suspension or termination of your Programme participation does not:

- (a) affect the enforceability of your RRA or any other agreement between us;
 - (b) release you from any obligation to pay amounts outstanding under your RRA or these Terms and Conditions; or
 - (c) prejudice any rights or remedies accrued by either party before the date of suspension or termination.
- 8.3. On termination of your Programme participation, all Programme benefits cease immediately. Any promotional discounts applied to Transactions submitted after the date of termination will be reversed and charged at standard UK Pricing Schedule rates.
- 8.4. The Programme is a finite commercial initiative and carries no guarantee of continuation beyond the Promotion Period. We may discontinue the Programme at the end of the Promotion Period or earlier for any reason without liability to you.
- 8.5. Appeals against suspension or termination of Programme participation under this clause 8 shall be governed by clause 8.7 of the RRA (or such other appeal mechanism as we may notify to you from time to time), subject to any modifications set out in the Programme Confirmation.

9. EXCLUSIONS OF LIABILITY

- 9.1. Nothing in these Terms and Conditions shall be taken to exclude or limit liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.
- 9.2. Subject to clause 9.1, we will not be liable to you (on any legal basis) for:
- (a) any loss of revenue;
 - (b) loss of profits;
 - (c) loss of goodwill;
 - (d) loss of data;
 - (e) any indirect or consequential loss arising out of or in connection with the Programme, these Terms and Conditions, or any suspension or termination of your Programme participation;
 - (f) any failure or error in the application of promotional discounts due to system or processing issues, provided we correct any manifest error on notification;
 - (g) any loss arising from our exercise of our rights under clause 8 (Suspension and Termination of Programme Participation).
- 9.3. Our total aggregate liability to you in connection with the Programme (other than for matters excluded from limitation under clause 9.1) shall not in any event exceed the total value of promotional discounts paid or payable to you during the Programme for any or all claims arising.

10. GENERAL

- 10.1. Confidentiality. The commercial terms set out in your Programme Confirmation are confidential. You must not disclose them to any person without our prior written consent, except to your employees, professional advisers, or Resellers who need to know them for the purposes of the Programme and who are bound by equivalent confidentiality obligations.
- 10.2. Force Majeure. The Force Majeure provisions in clause 11 of the RRA apply to these Terms and Conditions as if set out in full here.
- 10.3. Entire Agreement. These Terms and Conditions, together with the RRA and any applicable Programme Confirmation, constitute the entire agreement between us with respect to the Programme and replace all earlier discussions and understandings relating to it. In the event of conflict, the order of precedence is: these Terms and Conditions; then the main body of the RRA; then the Programme Confirmation.
- 10.4. Severability. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, that provision shall be disregarded and the remainder of these Terms and Conditions shall continue in full force and effect.
- 10.5. Third Party Rights. Nothing in these Terms and Conditions is intended to confer any rights on any person other than you and us, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.



- 10.6. Variation. We may make reasonable changes to these Terms and Conditions on not less than 30 days' written notice to you, in accordance with the variation provisions in clause 11.4 of the RRA. We may make changes of an inconsequential nature or changes required to close loopholes without consultation.
- 10.7. Governing Law and Jurisdiction. These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions, save that a party may bring proceedings in the courts of Scotland or Northern Ireland to the extent required to enforce a judgment or obtain protective measures.
- 10.8. Notices. Notices under these Terms and Conditions shall be given in accordance with the notice provisions in the RRA, which are incorporated here by reference.