W Kerart Warld

New gTLD Operations Team

Internet Corporation for Assigned Names and Numbers (ICANN) 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536 USA Attn: Mr. Grant Nakata

Dear Grant,

#### Replacement of trademark recorded in support of Specification 13 application

We, the Registry Operator of the Top Level Domain ("TLD") .Genting, hereby request replacement of our trademark "GENTING" recorded in support of our Specification 13 application from "GENTING" N/017437 to "GENTING" UK2360561 as the latter covers more classes of the NICE classification.

We confirm that each of the statements provided in our application for Specification 13 continues to be true and correct (collectively, referred to as the "Statements"), and we continue to meet all requirements of a .Brand TLD set forth therein Specification 13.

We enclose one set each of our trademark certificate "GENTING" UK2360561 and SMD file ID.

Thank you

Yours sincerely,

For and on behalf of Resorts World Inc Pte. Ltd.



Chief Operating Officer

Enc<sub>e</sub>

**Resorts World Inc Pte Ltd** 1A Duxton Hill, #02-02, Singapore 089587 T +65 6805 0707

a Genting company

Co. Reg No. 200921164W

# TRADE MARKS REGISTRY



# REGISTRATION CERTIFICATE

Britain and Northern Ireland

Trade Marks Act 1994 of Great

The mark shown below has been registered under No. 2360561 as of the date 08 April 2004.

### GENTING

The mark has been registered in respect of:

Class 16:

Paper and paper related products, stationery, instructional and teaching material (except apparatus), advertising materials. Class 28:

Gaming chips, playing cards, games involving gambling.

Class 41:

Providing casino facilities (gambling), club services (entertainment or education), entertainment, game and gambling services provided on line (from computer network), gaming.

Class 43:

Services for providing food and drink; temporary accommodation.

In the name of Genting International Management Limited Incorporated in ISLE OF MAN

Signed this day at my direction

RON MARCHANT, REGISTRAR DATE 5 November 2004

a Genting company

Co. Reg No. 200921164W

Mark: Genting smdID:

#### **.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN") 12025 Waterfront Drive, Suite 300 Los Angeles, California 90094 Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

RESORTS WORLD INC PTE. LTD. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .GENTING TLD (the "Registry Agreement"), hereby applies for .GENTING TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as <u>Exhibit A</u> and the registration policies attached hereto as <u>Exhibit B</u> are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to [please insert customer contact details].

Submitted by:

Position:

Senior Vice President\_\_\_\_\_

Dated:	_26 <sup>th</sup> August 2014
Email:	

### <u>Exhibit A</u>

# **Trademark Registration**

[to be attached by Registry Operator]



## 澳門特別行政區政府 GOVERNO DA REGIÃO ADMINISTRATIVA ESPECIAL DE MACAU

經濟局 DIRECÇÃO DOS SERVIÇOS DE ECONOMIA

# 商標註冊證 TÍTULO DE REGISTO DE MARCA

編號 N.° N/017437

經濟局發出本註冊證作為商標所有權之證明,該商標之資料載於經適當認證之 附頁內。

A Direcção dos Serviços de Economia (DSE) emite o presente título de registo para prova do direito de propriedade da marca cujas indicações figuram na(s) folha(s) anexa(s) devidamente autenticada(s).

/\_\_\_\_/ 07 月 MÊS 日 DIA 2005 年 ANO

イ 局 長 Fey O Director dos Serviços

註冊編號 N.º DE REGISTO	申請日期 DATA DO PEDIDO (年ANO/月MÊS/日DIA)	政府公報編號 B. O. N.°
		· · · ·
N/017437	2005/06/15	31 / 2005
	註冊日期 DATA DO REGISTO (年ANO/月MÊS/日DIA)	政府公報編號 B. O. N.°
		· · · · · · · · ·
	2005/10/06	44 / 2005
	有效期 VALIDADE (年ANO/月MÊS/日DIA)	
	2012/10/06	

□ 服務商標 MARCA DE PRODUTOS	產品及服務分類 CLASSIFICAÇÃO DOS PRODUTOS E SERVIÇOS
□ 聯合商標 MARCA DE ASSOCIAÇÃO	
□ 證明商標 MARCA DE CERTIFICAÇÃO	28
□ 立體商標 MARCA TRIDIMENSIONAL	
□ 音響商標 MARCA SONORA	

#### 權利人 TITULAR

姓名 / 商業名稱: NOME / FIRMA : Genting International Management Limited

#### 國籍:

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NACIONALIDADE: 馬來西亞 Malaia

住址 / 地址: DOMICÍLIO / SEDE : International House Castle Hill Victoria Road Douglas, Isle of Man, British Isles IM 24RB

經營行業:

ACTIVIDADE : 商業 Comercial

#### 商標樣本 EXEMPLAR DE MARCA

#### 優先權之要求 REIVINDICAÇÃO DE PRIORIDADE

	申請日期 DATA DO PEDIDO (年ANO/月MÊS/日DIA)			
Canthan	顏色要求 REIVINDICAÇÃO DE CORES			
Genting				

產品 Produtos:

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遊戲用配件,賭場用籌碼。

Acessorios para jogo, fichas de jogos para casinos.

. . . . .



註冊證 Título de registo

澳門特別行政區政府 Governo da Região Administrativa Especial de Macau 經濟局

編號 No.: N/017437

頁Pág.: 1

# 續 頁 FOLHA DE CONTINUAÇÃO

經 濟 局 Direcção dos Serviços de Economia

類別 Tipo	申請日期 Data padida	註冊日期 Data registe	公報編號	有效日期	知識產權廳廳長
	Data pedido	Data registo	B.O. no.	Data validade	Chefe de D. P. I.
續期 Renovação	2005/06/15	2005/10/06	29/2012	2019/10/06	FRAT

\*\* 完 Fim \*\*

### **Translation**

# TRADEMARK REGISTRATION

Country	:	Macau
Trademark	:	Genting
Applicant	:	Genting International Management Limited
Registration date	:	06/10/2005
Reg. Number	:	N/17437
Next Renewal date	:	06/10/2019

### <u>Exhibit B</u>

#### **TLD Registration Polices**

#### .GENTING TLD REGISTRATION POLICY

#### 1. ELIGIBILITY

Only GENTING and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement ("Specification 13") where applicable) are eligible to register a Domain Name under the **.Genting** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

#### 2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

#### 3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of Specification 13; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and

(vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

#### 4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

#### 5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) where such Domain Name is placed under reserved names list at any time; and
- (viii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

#### 6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

#### 7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with GENTING's response to Question 22 Geographic Names.

#### 8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

#### 9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

#### **10. TERM OF REGISTRATION / RENEWAL**

#### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

#### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

#### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

#### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

#### **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

#### **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

#### 13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

#### **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

#### 15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

#### 16. DEFINITIONS

Affiliate has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the **.Genting** TLD or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

#### Registry means RESORTS WORLD INC PTE. LTD ("GENTING");

Registry Agreement means the agreement between the Registry and ICANN;

#### Registry Rules mean:

- (i) this Registration Policy as amended by the Registry from time to time; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.