

## **.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

KONAMI CORPORATION ("Registry Operator"), in connection with the execution of the Registry Agreement for the .konami TLD (the "Registry Agreement"), hereby applies for .konami 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 Exhibit A and the registration policies attached hereto as Exhibit B 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 [REDACTED]

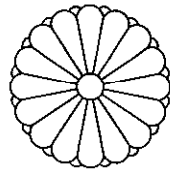
[REDACTED]

Submitted by: [REDACTED]  
Position: Staff  
Dated: August 29, 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**

*[to be attached by Registry Operator]*



# 商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

## 登録第 4 6 5 1 1 4 1 号

(REGISTRATION NUMBER)

商標 (THE MARK)

# KONAMI

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第 9 類 電気通信機械器具、ダウンロード可能な携帯電話機用のゲームプログラム、パーソナルコンピュータ用のゲームプログラムを記憶させた電子回路・磁気テープ・磁気ディスク・光ディスク・ROMカートリッジ  
その他別紙記載

商標権者 (OWNER OF THE TRADEMARK RIGHT)

東京都千代田区丸の内 2 丁目 4 番 1 号

コナミ株式会社

出願番号 (APPLICATION NUMBER)

商願 2 0 0 2 - 0 2 7 3 1 7

出願年月日 (FILING DATE)

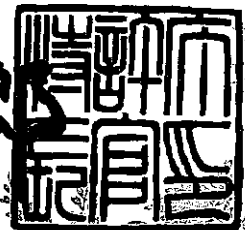
平成 1 4 年 4 月 4 日 (April 4, 2002)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。  
(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 1 5 年 3 月 7 日 (March 7, 2003)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

# 太田信一郎



# 商標登録証

(続葉 1)

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 4 6 5 1 1 4 1 号 (REGISTRATION NUMBER)

商願 2 0 0 2 - 0 2 7 3 1 7 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第 9 類) ジ・CD-ROM・デジタルバーサタイルディスク-ROM・デジタルバーサタイルディスク-RAM, ダウンロード可能なパーソナルコンピュータ用のゲームプログラム, その他の電子応用機械器具及びその部品, 業務用テレビゲーム機, 業務用テレビゲーム機用のゲームプログラムを記憶させた電子回路・磁気テープ・磁気ディスク・光ディスク・ROMカートリッジ・CD-ROM・デジタルバーサタイルディスク-ROM・デジタルバーサタイルディスク-RAM, ダウンロード可能な業務用テレビゲーム機用のゲームプログラム, 家庭用テレビゲームおもちゃ, 家庭用テレビゲームおもちゃ用のゲームプログラムを記憶させた電子回路・磁気テープ・磁気ディスク・光ディスク・ROMカートリッジ・CD-ROM・デジタルバーサタイルディスク-ROM・デジタルバーサタイルディスク-RAM, ダウンロード可能な家庭用テレビゲームおもちゃ用のゲームプログラム, 携帯用液晶画面ゲームおもちゃ (送受信機能付き携帯用液晶画面ゲームおもちゃを含む。)用のゲームプログラムを記憶させた電子回路・磁気テープ・磁気ディスク・光ディスク・ROMカートリッジ, ダウンロード可能な携帯用液晶画面ゲームおもちゃ (送受信機能付き携帯用液晶画面ゲームおもちゃを含む。)用のゲームプログラム, スロットマシン, レコード, メトロノーム, 電子楽器用自動演奏プログラムを記憶させた電子回路及びCD-ROM, ダウンロード可能な音楽, 映写フィルム, スライドフィルム, スライドフィルム用マウント, 録画済みビデオディスク及びビデオテープ, ダウンロード可能な映像, 電子出版物, 電子出版物用の映像を記憶させた電子回路・磁気テープ・磁気ディスク・光ディスク・ROMカートリッジ・CD-ROM, オゾン発生器, 電解槽, ロケット, 理化学機械器具, 測定機械器具, 配電用又は制御用の機械器具, 回転変流機, 調相機, 電池, 電気磁気測定器, 電線及びケーブル, 写真機械器具, 映画機械器具, 光学機械器具, 眼鏡, 加工ガラス (建築用のものを除く。), 救命用具, 運動技能訓練用シミュレーター, 乗物運転技能訓練用シミュレーター, 電気アイロン, 電気式ヘアカーラー, 電気ブザー, 乗物の故障の警告用の三角標識, 発光式又は機械式の道路標識, 鉄道用信号機, 火災報知器, ガス漏れ警報器, 盗難警報器, 事故防護用手袋, 消火器, 消火栓, 消火ホース用ノズル, スプリンクラー消火装置, 消防艇, 消防車, 自動車用シガーライター, 保安用ヘルメット, 防火被服, 防じんマスク, 防毒マスク, 溶接マスク, 磁心, 抵抗線, 電極, ガソリンステーション用装置, 自動販売機, 駐車場用硬貨作動式ゲート, 金銭登録機, 硬貨の計数用又は選別用の機械, 作業記録機, 写真複写機, 手動計算機, 製図用又は図案用の機械器具, タイムスタンプ, タイムレコーダー, パンチカードシステム機械, 票数計算機, ビリングマシン, 郵便切手のはり付けチェック装置, 計算尺, ウェイトベルト, ウェットスーツ, 浮袋, 運動用保護ヘルメット, エアタンク, 水泳用浮き板, レギュレーター, 潜水用機械器具, アーク溶接機, 金属溶断機, 電気溶接装置, 検卵器, 電動式扉自動開閉装置, 耳栓

[以下余白]

**Exhibit B**

**TLD Registration Policies**

*[to be attached by Registry Operator]*

# .konami

## **Domain Name Registration Policies**

(August 29, 2014)

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## Definitions

<b>Accredited Registrar</b>	means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry and is authorized to register names in the .konami TLD.
<b>Affiliate</b>	means an entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of securities, as a trustee or executor, by contract, credit arrangement or otherwise;
<b>Applicant</b>	means an eligible company or organization that applies to register a Domain Name via the Dedicated Account held with an Accredited Registrar;
<b>Application(s)</b>	means an application submitted by the Applicant to register the Domain Name via the Dedicated Account held with the Accredited Registrar;
<b>Dedicated Account</b>	means an account held with the Accredited Registrar and pre-verified by the Registry that is required in order to register a Domain Name during all registration phases.
<b>Domain Name(s)</b>	means a name at the second level within the .konami TLD.
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers.
<b>IDN</b>	means Internationalized Domain Name.
<b>Policy</b>	means the .konami Domain Name Registration Policies.
<b>Policies</b>	means the Policy, the Acceptable Use and Anti-abuse Policy, IDN Policy, and WHOIS Access Policy and any other policy pertaining to the operation of .konami including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
<b>Registrant(s)</b>	means the entity in whose name the Domain Name is registered, who is the Registry or an Affiliate of the Registry.
<b>Registration Agreement</b>	means the terms and conditions agreed to by the Registrant when registering a Domain Name with an Accredited Registrar.



<b>Registry</b>	means KONAMI CORPORATION.
<b>Registry Website</b>	means a website operated by the Registry on which any information regarding the Domain Name and the Policies will be placed.
<b>Shared Registry System</b>	means the domain name registration system in which the Accredited Registrar competes the Domain Name registration.
<b>TLD</b>	means Top-Level Domain.
<b>Trademark Claims Notice Service</b>	one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) trademark holders will be notified when a name corresponding to their trademark is registered.
<b>Trademark Clearinghouse</b>	A repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.
<b>UDRP</b>	means the Uniform Dispute Resolution Policy as described at <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> .
<b>URS</b>	means the Uniform Rapid Suspension (System) procedure and rules.

## Introduction

This Policy describes:

1. how the Registry will deal with Applications for Domain Names;
2. the way in which the Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .konami TLD, setting out the basic rules and procedures applicable to:
  - Applicants submitting the Application with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - the Trademark Clearinghouse operator; and
  - any eligible entity interested in registering a Domain Name.

All other Policies governing the operation of the .konami TLD are available on the Registry Website.

## Launch Phases

Phase	Length	Description
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch of .konami TLD.	Period during which (i) the Accredited Registrar is required to provide notice to all potential Domain Name registrants who attempt to register a Domain Name that matches a trademark record verified by the Trademark Clearinghouse and (ii) The Trademark Clearinghouse will provide Notice of Registered Namesto the trademark holder;.
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Domain Name registrants will no longer be notified by the Registrar when attempting to register a Domain Name that matches a trademark record in the Trademark Clearinghouse.

\*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Services(Phase 1) will be in effect for at least the first 90 days of general availability. The Registry will provide at least 10 calendar days notice of any changes via the Registry Website.

## Chapter 1. Domain Name Registration and Allocation

### 1.1. Purpose and Principles

The .konami TLD is a domain for KONAMI CORPORATION and its Affiliates. The purpose of .konami TLD is to reinforce the KONAMI brand on the Internet, provide a uniform online presence, and a trusted and secure namespace in which Internet users can interact with the company.

### 1.2. Registration Eligibility

1.2.1. Domain Names in the .konami TLD can only be registered to, and maintained by the Registry and its Affiliates. Only companies (the Registry and its Affiliates) are permitted to become Registrants. Individuals, including employees, officers and directors of KONAMI CORPORATION, are not eligible to register Domain Names.

1.2.2 In all phases of registration, the Registrants must create a Dedicated Account with an Accredited Registrar in order to apply for a Domain Name registration or to register a Domain Name. Access to the Dedicated Account is limited to authorized administrative contacts. Applications for Dedicated Accounts are subject to pre-verification conducted by the Registry and must be signed with the Applicant's company seal or signature of management staff of the Applicant.

### 1.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, the Registry and its Affiliates will be entitled to request the registration of any Domain Name via a Accredited Registrar.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this Policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name registration.

### 1.4. Domain Name Syntax Requirements; Reserved Names

#### Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);

- the Domain Name must have a minimum length of 3 characters.

## **Syntax Requirements for IDN Domain Names**

- the "A-label" must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the IDN Policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

## **Reserved Names**

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

## **Article 1.5. Term of Registration**

Domain Names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

## **Article 1.6. Other Provisions**

### **Transfer of Use**

Registrants may not sell, distribute or transfer control or use of the Domain Name to any party that is not an Affiliate of the Registry.

### **WHOIS Accuracy**

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

## **Article 1.7. Abusive Use and Dispute Resolution**

### **UDRP**

UDRP is applicable to all Domain Name registrations.

### **URS**

The URS is applicable to all Domain Name registrations for trademark holders who seek a rapid system to take down domain names which infringe on their rights.

### **Acceptable Use and Anti-Abuse Policy**

Abusive use definitions and policy are provided for separately in the Acceptable Use and Anti-abuse Policy available on the Registry Website.

## Chapter 2. The Trademark Claims Notice Services

### 2.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for trademark holders.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a trademark record verified by the Trademark Clearinghouse. If such customers proceed to register the domain name, the trademark holder will receive notice of the registration.

The Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

### 2.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services, (i) the Accredited Registrar will be required to provide a notice to potential Domain Name registrants if a domain name they are seeking to register matches a trademark record verified by the Trademark Clearinghouse ("Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to trademark holders if a Domain Name that matches their trademark record is registered. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

#### Term

The first phase period of the Trademark Claims Notice Services is for the first 90 days after launch of the .konami TLD. ("Trademark Claims Period"). The Registry may extend this phase at any time. At least 10 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the next day after expiration of the Trademark Claims Period and continue on an ongoing basis.

#### Trademark Claims Notices

When a potential Domain Name registrant attempts to register a Domain Name during the Trademark Claims Period, the Accredited Registrar is required to display a Claims Notice in real time at the time of registration. The Claims Notice MUST be provided in English, and SHOULD be provided in the language of the Registration Agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

#### Notice of Registered Names ("NORNs")

During the Claims Notice period, the Trademark Clearinghouse will notify trademark holders if a Domain Name is registered that matches a trademark record in the Trademark Clearinghouse.

## Chapter 3. General Provisions

### 3.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and conditions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

### 3.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, officers, directors, employees, contractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrant or any party acting in the name and/or on behalf of such Applicants or Registrants.

### 3.3. Representations and Warranties

All Applicants, all Registrants, and any party submitting an Application shall represent and warrant to the Registry that:

- to its knowledge, the registration of the Domain Name mentioned in the Application will not infringe upon or otherwise violate the rights of any third party;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the Acceptable Use and Anti-Abuse Policy and UDRP, URS commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in the Policy, or is not in compliance with any other provision of these Policies ; or
- to protect the integrity and stability of the Registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its Affiliates, officers, directors, and employees; or
- following the outcome of a dispute resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

### Article 3.4. Notices

All notices (to be) given by the Registry to Registrant hereunder shall be given in writing at the email address of the Registrant, as provided to the Registry in the Application. All notices to be given by Registrant to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

## **Article 3.5. Severability**

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

## **Article 3.6. Waiver**

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and covenants contained in this Policy shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or covenant.

## **Article 3.7. Compliance with Law**

The Registry, the Accredited Registrar, Applicants and Registrant shall not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of this Policy.

## **Article 3.8. Language**

All communications, notices, designations and specifications made under this Policy shall be in the English language.

## **Article 3.9. Applicable Law; Jurisdiction**

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.