

## **.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

MultiChoice (Proprietary) Limited (“Registry Operator”), in connection with the execution of the Registry Agreement for the .multichoice TLD (the “Registry Agreement”), hereby applies for .multichoice 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, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- The MultiChoice TLD (.multichoice) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The MultiChoice trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The MultiChoice trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator’s and its Affiliates’ business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The MultiChoice trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The MultiChoice trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The MultiChoice trademark does not begin with a period or a dot.
- The MultiChoice trademark is used by Registry Operator in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (see exhibit A).
- Only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (see exhibit B).
- The TLD is not a Generic String TLD (as defined in Specification 11).
- The MultiChoice trademark is registered within the TMCH as validated in the SMD file ID for the TLD (See Exhibit C)

Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are all complete and accurate copies for the TLD to which this application is submitted, 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].

Submitted by: [REDACTED]  
Position: Director of Policy & Industry  
Affairs  
Dated: 22/08/2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**

REPUBLIC



OF LIBERIA

**INDUSTRIAL PROPERTY OFFICE**

CERTIFICATE OF REGISTRATION OF TRADEMARK

LR/M/2013/00219

TO ALL TO WHOM THESE PRESENTS SHALL COME

KNOW ye, that on 6th December 2013

Alfred V. Tubman, Attorney-at-Law, P.O. Box 1597, Monrovia, Liberia acting for and on behalf of MIH INTELPROP HOLDINGS LIMITED, a Mauritian company located at IFS Court, TwentyEight, Cybercity, Ebene, Mauritius.

**DID submit for registration in the Industrial Property Office the following Trademark reproduced Herein**

MULTICHOICE

For goods falling in international class

AND THESE PRESENTS do certify that the said Trade Mark was duly registered in the Register of Trademarks for the period of 10 years

Given under my hand and the seal of the Industrial Property Office, Republic of Liberia this 27<sup>th</sup> day of December in the year of our Lord A.D. 2013.

  
ACTING DIRECTOR GENERAL



### Class 9

Photographic, cinematographic and optical apparatus and instruments; apparatus and instruments for the recording, transmission, broadcasting, reception, storage, display or reproduction of sound, images and data; computers, computer programs, computer software, computer chips, apparatus and instruments for the encoding and decoding of electrical signals; remote control units; smart cards; encoded cards; aerials; satellite dishes; cables; optical fibres; switches; adapters; connectors; plugs; sockets and outlets; junction boxes; tapes, discs and cartridges all bearing or for the recordal of data, sound or images; cinematographic films prepared for exhibition; audio and/or video recordings; multi-media communication, recording, transmission, broadcasting, storage, display, reception and reproduction devices, data processing equipment; computer software and apparatus and instruments for use in connection with the Internet; electronic publications; parts (and fittings) for all the aforesaid goods

### Class 38

Voice, data, sound and image communication services; multi-media communication services; telecommunications services; radio, television, satellite and cable broadcasting services; newsagency services; transmission, provision and display of information for business or domestic purposes from a computer stored databank; broadcast of live performances and events; hiring, rental and leasing of communication apparatus and instruments; subscription television and Internet broadcasting services; provision of web sites; providing access to and leasing access time to computer data bases; all services in this class relating to or concerned with the Internet or provided on-line from the Internet; provision and dissemination of information relating to all the aforesaid services

### Class 41

Production and recordal of radio, television, video, satellite and cable programmes; entertainment and education services; organisation, presentation, production and recording of live performances, shows, events, concerts, theatre productions, competitions, lectures, promotions, seminars, sports activities and events, recitals, debates, public and private gatherings, cultural activities and events, conferences, meetings, rallies and displays; rental of cine-films, video recordings, audio recordings and CD-roms; hiring, rental and leasing of apparatus and instruments; publication of books, manuals, magazines and texts, films, videos, audio visual and sound recordings; advisory services relating to all the aforesaid services; all services in this class relating to or concerned with the Internet or provided on-line from the Internet; provision and dissemination of information relating to all the aforesaid services



FORM 11

RTM.....86707.....

**NIGERIA**  
**CERTIFICATE OF REGISTRATION OF TRADE MARK**  
*Trade Marks Act*

(CAP 436 Laws of the Federation of Nigeria 1990 Section 22 (3) Regulation 65)



The Trade Mark shown above has been registered in Part A (or B) of the register in the name of MIH INTELPROP HOLDINGS LIMITED ;  
of IFS Court, TwentyEight, Cybercity, Ebene, Mauritius.

In Class 41 Under No RTM 86707 as of the date 18th January, 2008. In respect of Production and recordal of radio, television, video, satellite and cable programmes; entertainment and education services; organisation, presentation, production and recording of live performances, shows, events, concerts, theatre productions, competitions, lectures, promotions, seminars, sports activities and events, recitals, debates, public and private gatherings, cultural activities and events, conferences, meetings, rallies and displays; rental of cine-films, video recordings, audio P.T.O.

Sealed at my direction, this 25 day of DEC 2010  
The Trade Marks Registry,  
Federal Ministry of Commerce & Industry  
Federal Capital Territory  
Abuja, Nigeria

J. K. AHMADU-SUKA  
Registrar of Trademarks

Registration is 7 years from the date first above - mentioned, and may then be renewed, and also at the Expiration of each period of 14 years thereafter

This certificate is not for use in legal proceeding or of for obtaining Registration abroad. NOTE- Upon any change of ownership of this Trade mark, or change in address, application should AT ONCE be made to the Registrar to register the change.

**Exhibit B**

**TLD Registration Policies**

## **.multichoice TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

Only MultiChoice (Proprietary) Limited and its Affiliates are eligible to register a Domain Name under the **.multichoice** 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
  - 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) where such Domain Name is placed under reserved names list at any time; and
- (vi) 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 MultiChoice (Proprietary) Limited'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 **.multichoice** 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 MultiChoice (Proprietary) Limited ("MultiChoice");

**Registry Agreement** means the agreement between the Registry and ICANN;

**Registry Rules** mean:

- (i) this Registration Policy; 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.

**Exhibit C**

**SMD File No.** [REDACTED]