

.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

Wal-Mart Stores, Inc. (“Registry Operator”), in connection with the execution of the Registry Agreement for the .SAMSLUB TLD (the “Registry Agreement”), hereby applies for the .SAMSLUB 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator’s registration policies for the TLD, and the SMD file ID for the TLD for which the 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: Managing Partner
Dated: August 29, 2014
Email: [REDACTED]

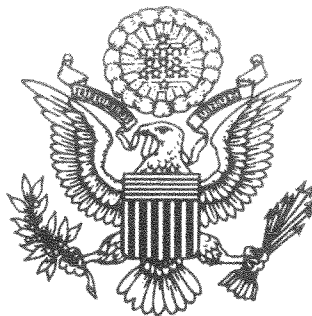
Exhibit A

Trademark Registration

Please see the attached trademark registration.

300718

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Director of the United States Patent and Trademark Office

Int. Cl.: 35

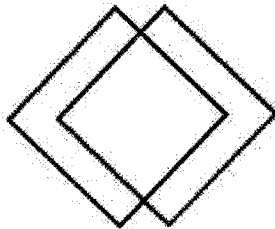
Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,359,818

Registered Dec. 25, 2007

United States Patent and Trademark Office

SERVICE MARK
PRINCIPAL REGISTER



Sam's
CLUB

WAL-MART STORES, INC. (DELAWARE COR-
PORATION)
702 S.W. 8TH ST.
BENTONVILLE, AR 727160520

OWNER OF U.S. REG. NOS. 2,027,769, 2,396,544
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CLUB", APART FROM THE MARK
AS SHOWN.

SER. NO. 78-960,286, FILED 8-25-2006.

CHRISTOPHER BUONGIORNO, EXAMINING AT-
TORNEY

FOR: ONLINE RETAIL STORE SERVICES, RE-
TAIL STORE SERVICES, AND WHOLESALE DE-
PARTMENT STORE SERVICES FEATURING A
WIDE VARIETY OF GOODS, IN CLASS 35 (U.S.
CLS. 100, 101 AND 102).

FIRST USE 9-14-2006; IN COMMERCE 9-14-2006.

Exhibit B

TLD Registration Policies

.SAMSCLUB TLD REGISTRATION POLICY

The mission and purpose of the .SAMSCLUB TLD is to serve as a trusted, hierarchical, and intuitive namespace provided by Wal-Mart Stores, Inc. This domain name registration policy sets out the terms and conditions governing the registration and use of domain names in the .SAMSCLUB TLD. This policy may be updated periodically, without prior notice, and changes will take effect on upon posting at nic.samsclub.

1. ELIGIBILITY

Only Wal-Mart Stores, Inc. and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with the Registry Agreement where applicable) are eligible to register a Domain Name under the .SAMSCLUB TLD in accordance with the Registry Rules set forth herein.

Registry reserves the right, for any reason, to verify .SAMSCLUB domain name registration eligibility at the time of initial registration, and thereafter, including through request and inspection of appropriate documentation to verify registration eligibility. If the Registrant ceases to be eligible at any time in the future, the Registry may revoke, cancel or suspend the Domain Name registration immediately, or take any other action it deems necessary.

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

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.
- (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 designated by the Registry; and
 - c. any additional technical requirements as required by the Registry from time to time.
- (iii) Compliance with all requirements under these Registry Rules including eligibility for registration.

3. OBLIGATION OF REGISTRANTS

By submitting a request to register a .SAMSCLUB domain name, or by asking Registry to maintain or renew a .SAMSCLUB domain name, the Registrant agrees to be bound by the terms and conditions set forth in these Registry Rules. The Registrant's exclusive remedy in case of any disagreement with the terms of these Registry Rules is to cancel the .SAMSCLUB domain name registration.

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 represents and warrants that:

- (i) it meets, and will continue to meet, all eligibility criteria set forth by the Registry at all times and must notify the Registry 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, in accordance with Registry's specific written authorization,
 - a. the Registrant must have a licensing 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 the Registry Agreement; 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, cancel, or suspend the Domain Name at its sole discretion, or take any other action it deems necessary.
- (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 licenses to allow for publication of registration data in the WHOIS database.

4. REGISTRANT CONTACT INFORMATION

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

- (i) the name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) a 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 provided to the applicable Registrar within one (1) month of such change.

5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke, cancel, or suspend 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:
 - 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, inappropriate, 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 the Registry Agreement or other ICANN policies;
- (vi) where such Domain Name is designated by ICANN or Registry for non-allocation or activation; and
- (vii) where Registrant fails to make an applicable payment for registration, renewal or any other relevant services.

Registry has established an abuse point of contact [REDACTED] for handling complaints or concerns related to any such conduct, which shall also include investigation of, and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of a .SAMSCLUB Domain Name.

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 Registry policy on IDNs for each language;
- (ii) meet all technical requirements 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 in compliance with 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.

8. RESERVED NAMES

In accordance with Article 2.6 of the Registry Agreement, Registry may from time to time establish or modify its reserve list policy and may place certain names in its reserved list 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.

Registry may subsequently allocate such reserved names in accordance with Specification 5 of the Registry Agreement.

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names to eligible applicants on a first-come, first-served basis in accordance with the terms and conditions set forth in these Registry Rules. The Registry will 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.

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 (1) year term unless the Registrant submits its intention not to renew the Domain Name. Unless the term is extended by the Registrant after auto-renewal, expiration of the Domain Name at the end of such one year auto-renewal period will be final.

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved, in advance, by the Registry.

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 a WHOIS look-up facility.

The Registry may only transfer registration 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;
- (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; and

(iii) Registry may implement additional WHOIS abuse mitigation tools as set forth in the Registry Agreement.

14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies, and any other dispute resolution policies promulgated by Registry, in respect of all disputes in connection with a .SAMSLUB 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. LIMITATION OF LIABILITY / INDEMNITY

Under no circumstances shall Registry be liable to any Registrant, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, for any loss of profits, business, contracts, anticipated savings, goodwill, revenue, any wasted expenditure, any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential), or any indirect or consequential loss or damage whatsoever arising under or in relation to a .SAMSLUB Domain Name, even if Registry was aware of the possibility that such loss or damage might be incurred.

Registrants agree to indemnify and keep Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all losses that are suffered by, or are brought or threatened against, the Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns as the case may be, arising out of or in connection with use of a .SAMSLUB Domain Name, breach of these Registry Rules, or any claim relating to the infringement of a third party's intellectual property rights through registration or use of a .SAMSLUB Domain Name.

17. DEFINITIONS

Affiliate has the same meaning as defined in the Registry Agreement.

Domain Name means a domain name registered directly under the .SAMSLUB 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) policy (see Specification 7 of the Registry Agreement).

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

Registry means Wal-Mart Stores, Inc.

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.

Signed Mark Data File ID Number

