

.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

SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED (“Registry Operator”), in connection with the execution of the Registry Agreement for the .shangrila TLD (the “Registry Agreement”), hereby applies for .shangrila 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].

Submitted by: [REDACTED]
Position: Legal Executive
Dated: 15 August 2014
Email: [REDACTED]

Exhibit A

Trademark Registration


[to be attached by Registry Operator]

Trademark	SHANGRI-LA
TM Registration No.	2003299
TM Registration Date	21 September 2002
TM Application Date	16 April 2001
Jurisdiction	China
TM Reg'n Expiration Date	20 September 2022
Class	42
Detailed Description of Goods/Services	<p>Massage services, packaging design, guest house, material testing, restaurant, letting and/or reservation of tourist accommodation, translation, hotel, butler services, florists and flower arranging services, wreath making, cosmetic research, computer programming, updating and maintenance of computer software, arranging of and letting of holiday accommodation, banqueting bar bistro, hotel accommodation services, booking agency services for hotel accommodation services, cafe, coffee shop, surveying, baby-sitting services, hairdressing services, beauty salon and beauty treatment services, motel, interior decoration, veterinary assistance, provision of facilities for conventions, seminars and trade shows, providing technology information and non-business professional consultancy in relation to computer and Internet related matters, providing information relating to preparation of foods and beverages and catering services on-line from a computer database or via the internet or extranets; providing information relating to restaurants and bars services</p> <p>on-line from a computer database or via the internet or extranets; providing information relating to computer services on-line from a computer database or via the internet or extranets; providing information relating to hotel services on-line from a computer database via the internet or extranets; providing information relating to beauty and hair salon services on-line from a computer database or via the internet or extranets; providing information relating to medical services on-line from a computer database or via the internet or extranets; food and beverage services, preparation of food and drink, drawing and commissioned writing for the compilation of web pages on the internet, research and development, medical clinics, printing, room hire services, tourist office and travel agency services for booking accommodation, self-service and/or fast food restaurant, cafeteria</p>
Status of Applicant / Owner	Shangri-La International Hotel Management Limited

Attachments

1. Trade Mark Certificate

第 2003299 号



2003299 20



商标注册证

SHANGRI-LA


核定服务项目(第 42 类)

按摩; 包装设计; 宾馆; 材料测试; 餐馆; 出租及/或预订旅客住宿; 翻译; 饭店; 管家; 花卉摆放及插花服务; 花圈制作; 化妆品研究; 计算机编程; 计算机软件更新及保养; 假日住宿安排及出租; 酒吧; 酒店住宿服务; 酒店住宿预订服务; 咖啡店; 咖啡馆; 勘定; 看管孩子; 理发店; 美容院及美容修护服务; 汽车旅馆; 室内装饰设计; 兽医辅助; 提供会议、专家讨论会和贸易会设施; 提供有关计算机及互联网相关事项的技术信息及非贸易业务的专业咨询服务; 通过计算机数据库或互联网及外联网提供各办饮料、食品和备办宴席服务的在线信息; 通过计算机数据库或互联网及外联网提供餐厅和酒吧服务的在线信息; (见附页)

注册人 香格里拉国际饭店管理有限公司
SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED

注册地址 英属维尔京群岛托托拉岛路城威克翰姆沙州特里登特会所
TRIDENT CHAMBERS, WICKHAMS CAY, ROAD TOWN, TORTOLA
VIRGIN ISLANDS

注册有效期限 自公元 2002 年 09 月 21 日至 2012 年 09 月 20 日止

局长签发 





第 2003299 号

定服务项目 第 42 类

计算机数据库或互联网及外联网提供计算机服务的在线信息；通过计算机数据库或互联网及外联网提供酒店服务的在线信息；通过计算机数据库或互联网及外联网提供美容院和理发厅服务的在线信息；通过计算机数据库或互联网及外联网提供医疗服务的在线信息；为他人提供食物及饮料的服务；为其他人在互联网上设计及写作网页；研究和开发（替他人）；医疗诊所；印刷；住宿服务；住宿预订的旅游局及旅行社服务；自助及/或快餐馆；自助食堂（商品截止）



BG2006287902M

注册商标变更证明

兹核准第 2003299 号商标变更注册人地址。

变更后注册人地址： 英属维尔京群岛托托拉岛路城特里登特会所，
邮箱146号（TRIDENT CHAMBERS, P. O. BOX 146,
ROAD TOWN , TORTOLA , BRITISH VIRGIN
ISLANDS）。



Certificate of Modification of Registered Trademark

This is to certify that modification of address of trade mark under Registration No. 2003299 has been approved.

Modified Registered Address of Proprietor: TRIDENT CHAMBERS, P.O. BOX
146, ROAD TOWN, TORTOLA,
BRITISH VIRGIN ISLANDS

Seal of the Trademark Office
State Administration for
Industry and Commerce
19 June 2007

Remark: (1) This certificate should be in use together with the original trademark registration certificate.

SHANGRI-LA, C142



Z2012300572M

核准续展注册证明

兹核准第 2003299 号商标续展注册，续展注册有效期自 2012 年 9 月 21 日至 2022 年 9 月 20 日。



Bar Code: XZ201230057ZM

Certificate of Renewal

This is to certify that the trademark No. 2003299 has been approved for renewal. The renewed term of registration is from 21 September 2012 to 20 September 2022.

Seal of the Trademark Office
State Administration for
Industry and Commerce
8 October 2012

Remark: The Renewal Certificate must be used together with the registration certificate of the subject trade mark.

2. Proof of Use

Luxury Hotels and Resorts | x

www.shangri-la.com/find-a-hotel/#shangri-la/resorts

SHANGRI-LA
HOTELS AND RESORTS

ROOM RESERVATIONS

HOME

FIND A HOTEL

Home Find a Hotel A- A+

FIND A HOTEL

Explore Shangri-La

by destination

Experience our hallmark hospitality from Shangri-La hotels and resorts throughout Asia Pacific, North America, the Middle East and Europe.

All Shangri-La Hotels Shangri-La Resorts Traders Hotels Kerry Hotels

- Australia (2)
- Canada (2)
- Mainland China (47)

Shangri-La Hotel, Baotou	Shangri-La Hotel, Harbin	Shangri-La Hotel, Shenyang (Opening Soon)
Shangri-La Hotel, Beihai	Shangri-La Hotel, Hefei (2014)	Futian Shangri-La, Shenzhen
China World Hotel, Beijing	Shangri-La Hotel, Huhhot	Shangri-La Hotel, Shenzhen
China World Summit Wing, Beijing	Shangri-La Hotel, Jinan (2016)	Shangri-La Hotel, Suzhou
Shangri-La Hotel, Beijing	Shangri-La Hotel, Kunming (2016)	Shangri-La Hotel, Tangshan (2014)
Shangri-La Hotel, Changchun	Shangri-La Hotel, Lhasa (2013)	Shangri-La Hotel, Tianjin (2014)
Shangri-La Hotel, Changzhou	Shangri-La Hotel, Manzhouli	Shangri-La Hotel, Wenzhou
Shangri-La Hotel, Chengdu	Shangri-La Hotel, Nanchang (2014)	Shangri-La Hotel, Wuhan
Shangri-La Hotel, Dalian	Shangri-La Hotel, Nanjing (2014)	Shangri-La Hotel, Xiamen (2015)
Shangri-La Hotel, Diqing (2014)	Shangri-La Hotel, Ningbo	

start Mail - Sent - I... (TMCH) Trade... Luxury Hotels... KERRY.xls SHANGRI-LA.xls EN 8:00 PM



YOUR SHANGRI-LA STORY



A warm embrace in a winter wonderland

You wake from slumber feeling relaxed and at home. The goose down pillows have been the perfect indulgence in your spacious bed. You're in Shangri-La Hotel, Harbin.

Excitement takes over as you anticipate your adventure in the days ahead. You go over to the windows and draw the drapes. The Ice City greets you. In the distance, the beautiful Songhua River glitters like a jewel in the morning sun.

Swiftly you get dressed and head downstairs for a hearty breakfast. You decide on casual dining at the Coffee Garden, reserving Shang Palace's Cantonese and Heilongjiang fine cuisine for later.

Nearby Stalin Park is first on your agenda. Situated along the Songhua River, it boasts vibrant flowerbeds, manicured lawns and intricate art sculptures. Harbin's natural beauty is evident from the get-go.

Around the city, buildings are embellished with spires and cupolas. Many remain untouched since the Russian Revolution. This blend of Asian and European



Along the serene Songhua River

Phone
(86 451) 8485 8888

Fax
(86 451) 8462 1777

Email
reservations.shar@shangri-la.com

Location
555 You Yi Road, Harbin, 150018,
China

Check-in / Check-out

Check-in: 2pm
Check-out: 12noon

Horizon Club guests enjoy late
check-out till 6pm.

architectural features speaks of Harbin's history and close proximity to Russia. Just like Shangri-La Hotel, Harbin, the city's unique charm is undeniable.

The cold winters here make the famous Harbin Ice and Snow Festival a reality. Dramatic ice sculptures and life-sized constructs amaze visitors day and night.

Tomorrow, you will soak in more of the city's delightful offerings. For now, a refreshing swim in the hotel's heated pool shall precede dinner.

Welcome to Shangri-La Hotel, Harbin, where the feeling is always warm.

Payment

We accept the following cards:
American Express, Diners Club,
JCB, MasterCard, Visa

Useful Information

[Hotel Fact Sheet](#)

[Safety Features Fact Sheet](#)

Exhibit B

TLD Registration Policies

.shangrila TLD REGISTRATION POLICY

1. ELIGIBILITY

Only SHANGRI-LA INTERNATIONAL ~~and~~, its Affiliates [and Trademark Licensees](#) are eligible to register a Domain Name under the **.shangrila** 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-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
 - 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 [SHANGRI-LA-INTERNATIONAL](#) the Registry'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 .shangrila 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 SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED (“<SHANGRI-LA INTERNATIONAL>”);*

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.*

[Trademark Licensees](#) *has the same meaning as defined in Specification 13 .BRAND TLD PROVISIONS.*