

.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

Société Nationale des Chemins de fer Français S N C F (“Registry Operator”), in connection with the execution of the Registry Agreement for the .snCF TLD (the “Registry Agreement”), hereby applies for .snCF 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 SNCF TLD (.snCF) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The SNCF trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The SNCF 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 SNCF trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The SNCF 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 SNCF trademark does not begin with a period or a dot.
- The SNCF 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).

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: Chief Computer Networking Officer
Dated: July 4 2014
Email: [REDACTED]

Exhibit A

Trademark Registration



CERTIFICAT D'ENREGISTREMENT

Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) certifie que les indications figurant dans le présent certificat sont conformes aux inscriptions portées au registre international tenu en vertu de l'Arrangement et du Protocole de Madrid.

Judith Zahra
Directrice adjointe et chef
Section de l'examen et de l'enregistrement
Département de l'administration
des enregistrements internationaux

Genève, le 6 avril 2006

878 372

Date d'enregistrement: 23 août 2005
Date d'échéance: 23 août 2015

SOCIÉTÉ NATIONALE DES CHEMINS
DE FER FRANÇAIS
34, rue du Commandant Mouchotte
F-75014 PARIS
(France).

Forme juridique du titulaire (personne morale) et lieu de constitution: Etablissement public à caractère industriel et commercial.

Nom et adresse du mandataire: SANTARELLI, 14, avenue de la Grande Armée, F-75017 PARIS (France).



Classification des éléments figuratifs:
26.4; 27.5; 29.1.

Couleurs revendiquées: Carmin (Pantone 228C), fushia (Pantone 207C) et vermillon (Pantone 186C). Le fond du logo est de couleur carmin à gauche se dégradant progressivement vers le fushia au centre, puis virant progressivement vers le vermillon à droite.

Liste des produits et services - NCL(8):

12 Véhicules; appareils de locomotion par terre, par air ou par eau; véhicules à locomotion sur rail; véhicules ferro-

viaires; matériel roulant de chemin de fer; trains (matériel roulant ferroviaire); locomotives; motrices; voitures; wagons; rames de voitures ou de wagons; compartiments de voitures de chemin de fer; voitures-lits; voitures-restaurants; voitures-bars; voitures-salons; voitures sanitaires; chariots de manutention; chariots pour bagages et colis; diables; draines; bicyclettes.

16 Produits de l'imprimerie, y compris: imprimés, prospectus, tracts, plaquettes, dépliants, brochures, brochures d'information, catalogues, annuaires, journaux, périodiques, revues, magazines, publications, guides, guides de voyage, manuels, cahiers, bulletins, bulletins d'information, lettres d'information, horaires imprimés, fiches horaires, indicateurs horaires de chemin de fer; répertoires; agendas; éphémérides; albums; almanachs; carnets; livrets; calendriers; affiches; cartes postales; cartes de vœux; cartes géographiques; cartes de réseaux ferroviaires; plans; dessins; images; photographies; pictogrammes; décalcomanies; tickets; billets; tickets et billets de train; titres de transport; titres de réservation; titres de transport combiné; cartes, carnets et livrets d'abonnement à des transports et/ou voyages, notamment en train; étuis et pochettes pour tickets, billets, titres de transport, cartes, carnets, livrets, coupons, passes et/ou laissez-passer, en papier et/ou matières plastiques; papeterie, y compris: papier à lettres, enveloppes, pochettes, cartes, faire-part, fiches, étiquettes, notes adhésives, blocs-notes, autocollants; instruments, fournitures et nécessaires pour écrire et dessiner et étuis pour ceux-ci; articles de bureau (autres que les meubles); articles pour reliures; reliures; matériel d'instruction, de formation et d'enseignement (autres que les appareils); marques pour livres et signets; papier et carton d'emballage; sacs, sachets, enveloppes et pochettes, tous pour l'emballage, en papier et/ou carton et/ou matières plastiques; boîtes en carton; panonceaux, écriteaux et enseignes en papier et/ou carton; articles en papier ou cellulose, à savoir: mouchoirs, essuie-mains, essuie-tout, serviettes, nappes, napperons; dessous de verres, en papier et/ou carton; fanions et drapeaux en papier; étiquettes pour bagages, en papier et/ou carton et/ou ma-

CERTIFICAT D'ENREGISTREMENT

878 372 (suite)

- tières plastiques; documents d'identification de sécurité, en papier et/ou carton et/ou matières plastiques; porte-étiquettes pour bagages, en cuir ou imitations du cuir; porte-chéquiers.
- 18 Mallettes; malles de voyage; coffres de voyage; valises; sacs de voyage; sacs de vol; sacs de sport de voyage; sacs de sport d'usage courant; sacs fourre-tout; sacs polochons; sacoches en cuir ou imitations du cuir; sacs-housses pour vêtements (pour le voyage); sacs à main et pochettes à main; sacs et pochettes portés à la ceinture; sacs à bandoulière; sacs besaces; sacs à dos; sacs de plage; sacs à roulettes; sacs à provisions; serviettes (maroquinerie); portedocuments; cartables; sacs et serviettes d'écoliers; mallettes pour documents; attaché-cases; portefeuilles; portecartes; porte-monnaie non en métaux précieux; bourses; coffrets destinés à contenir des articles de toilette; trousse de toilette non garnies (maroquinerie); sacs à roulettes; sacs à provisions; filets à provisions; sacs, sachets, enveloppes et pochettes pour l'emballage, en cuir ou imitations du cuir; étuis pour clés, en cuir ou imitations du cuir; parapluies, parasols, ombrelles et cannes; colliers pour animaux; courroies et sangles de bagages.
- 24 Draps.
- 25 Vêtements; chaussures; chapellerie; tee-shirts; casquettes; cravates; foulards.
- 28 Jeux; jouets; peluches (jouets); jouets mécaniques; jouets électroniques; jouets télécommandés; modèles réduits de véhicules; véhicules (jouets); véhicules télécommandés (jouets); balles de jeu; ballons de jeu; ballons de baudruche; cartes à jouer; jeux de cartes; jeux de plateau; jeux de table; jeux de société.
- 35 Services d'abonnement pour des transports et/ou voyages, notamment en train, y compris ceux donnant droit à l'utilisation d'un passe et/ou coupon d'accès ou de circulation.
- 39 Transport; fret (transport de marchandises); transport de voyageurs; transport d'animaux de compagnie; transport de bagages; transport de colis; transport par chemin de fer; collecte, enlèvement, entreposage, acheminement et livraison de marchandises, de bagages et de colis; chargement et déchargement; location de places et aires de stationnement, de garages; prêt et location de véhicules, de voitures de chemin de fer, de wagons, de camions, de camionnettes, de voitures, de motocycles, de bicyclettes; services d'expédition; services de transit; conditionnement, emballage et emballage de marchandises, de produits, de colis; garage de véhicules; services d'agences de tourisme et de voyage (autres que la réservation d'hôtels et de pensions); services combinant des prestations de transport et de tourisme (autres que la réservation d'hôtels et de pensions); organisation de transports et de voyages, y compris en train; organisation d'excursions; organisation de circuits et visites touristiques; réservation et location, y compris en ligne, de places de voyage et dans les transports, notamment dans les trains; accompagnement de voyageurs; services de chauffeurs; services de taxis; informations, y compris en ligne, en matière de transport et de voyages, notamment en train; informations, y compris en ligne, concernant les tarifs et horaires de transports, notamment de train et de car.
- 41 Édition et publication, y compris édition et publication électroniques et en ligne, de journaux, de magazines, de périodiques, de bulletins, de lettres d'information, de brochures, de manuels, de guides; publication de textes et annonces (autres que publicitaires); exploitation de publications électroniques en ligne; prêt de livres et de périodiques; formation; divertissement; divertissement musical; divertissement cinématographique et/ou vidéo; divertissement radiophonique et/ou télévisé et/ou télématique; divertissement par moyens interactifs ou en ligne, y compris par Internet; prêt et location d'enregistrements sonores et/ou d'images, d'appareils d'enregistrement, de reproduction et/ou de diffusion des sons et/ou images; réalisation, montage et production d'enregistrements sonores et/ou d'images; activités sportives et culturelles; organisation de jeux, concours, salons et expositions, à buts éducatifs, de formation, culturels, sportifs et/ou de divertissement; organisation et conduite de séminaires et conférences; représentation de spectacles; organisation, mise en scène et production de concerts, de spectacles, de manifestations culturelles; organisation d'animations, rencontres et événements culturels; planification de réceptions (divertissement); organisation de bals; exploitation de salles de jeux; organisation de loteries; services de musées (présentation, expositions); services de loisirs; réservation de places de concerts, de cinéma, de spectacles et d'expositions; services de clubs (divertissement, activités culturelles, sport ou éducation); ateliers et clubs de mise en forme physique; services de camps de vacances (divertissement); production, organisation et mise en scène de compétitions et événements sportifs; location d'équipement pour les sports (autre que les véhicules); informations, y compris en ligne, en matière d'éducation, d'activités culturelles, de divertissement, de sport et de création.
- 43 Restauration (alimentation, mets, casse-croûte, en-cas, plats ou repas), à la place ou à emporter, y compris à bord de trains; services de bars et de snack-bars, fixes ou ambulants, y compris à bord de trains; restauration à service rapide et permanent; restauration en libre-service; services de traiteurs; organisation de banquets et de cocktails; prêt et location de linge de table, de verrerie, de vaisselle, de chaises, de tables, de tentes, de fontaines à eau; réservation et location de salles, salons et espaces de réunion; hébergement temporaire; services hôteliers; réservation de logements temporaires; réservations hôtelières; réservation de pensions; réservation de tables de restaurants; haltes-garderies pour enfants, y compris à bord de trains; pensions pour animaux de compagnie, y compris à bord de trains; informations en matière d'hébergement temporaire et de restauration, fournies par tous moyens, y compris par voie électronique ou en ligne.

Enregistrement de base: France, 05.08.2005, 05 3 344 303.

Données relatives à la priorité selon la Convention de Paris: France, 02.03.2005, 05 3 344 303.

Désignations selon l'Arrangement de Madrid: Suisse.

Désignations selon le Protocole de Madrid: Communauté européenne.

Date de notification: 06.04.2006

Langue de la demande internationale: Français

Le procédé d'impression employé ne permet pas dans tous les cas une reproduction fidèle de toutes les nuances de couleurs

Exhibit B

TLD Registration Policies

SNCF TLD REGISTRATION POLICY

1. ELIGIBILITY

Only Société Nationale des Chemins de fer Français S N C F 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 **SNCF** 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;
 - 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 Société Nationale des Chemins de fer Français S N C F'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 **SNCF 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 "Société Nationale des Chemins de fer Français S N C F";

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.