

## **.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

TABCORP HOLDINGS LIMITED ("Registry Operator"), in connection with the execution of the Registry Agreement for the .TAB TLD (the "Registry Agreement"), hereby applies for .TAB 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.

- The .TAB TLD is identical to the textual elements protectable under applicable law of a valid registered trademark.
- The TAB trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The TAB trademark is owned and used by the Registry Operator and/or its Affiliates in the ordinary course of Registry Operator's and/or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The TAB trademark was issued prior to the filing of its TLD registry application with ICANN.
- The TAB trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator and/or its Affiliates in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The TAB trademark does not begin with a period or a dot.
- The TAB trademark is used by Registry Operator and/or its Affiliates 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 TAB 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 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 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:	Senior Legal Counsel
Dated:	<u>27 August 2014</u>
Email:	[REDACTED]

**Exhibit A**

**Trademark Registration**

*Please see following pages*



Australian Government

IP Australia

# CERTIFICATE OF REGISTRATION OF TRADE MARK

No. 1509033

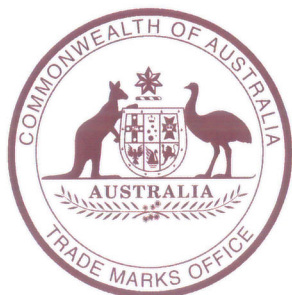
I, **Fatima Beattie, Registrar of Trade Marks** hereby certify -

that the trade mark represented on this certificate was filed as Trade Mark No. 1509033 on **17 August 2012**. It is due for renewal on **17 August 2022** and **TAB Limited ACN/ARBN 081 765 308** of **495 Harris Street ULTIMO NSW 2007 AUSTRALIA** has been entered in the Register of Trade Marks as the owner of the trade mark.

# TAB

The goods and/or services for which the trade mark is registered, plus any endorsement, additional owners or other information relating to the registration, are listed on the attached pages.

*Given under my hand and the seal of the Trade  
Marks Office on 14 August 2013*



**Fatima Beattie**  
**REGISTRAR OF TRADE MARKS**



Australian Government  
IP Australia

# CERTIFICATE OF REGISTRATION OF TRADE MARK ATTACHMENT

**No. 1509033**

The trade mark is registered for the following goods and/or services:

**Computer hardware; computer software; computer firmware; computer peripheral apparatus and equipment; publications downloaded in electronic form from the Internet; apparatus for recording, transmission, reproduction and processing of data, including computer terminals and interactive terminals; telecommunications and communication software; telecommunications and communications apparatus and equipment; application software** being goods in **class 9**

**Wholesale and retail services; collection and storage of data and information; advertising; rental of advertising space; promotion services; business management; business administration; office functions; organisation, operation and management of customer loyalty programmes; organisation, operation and management of discount card loyalty schemes; sales promotion through customer loyalty programmes** being services in **class 35**

**Broadcasting services; telecommunication services** being services in **class 38**

**Gaming, gambling, betting and wagering services; conduct of community and public events; sporting and cultural activities; entertainment services; education services; educational and entertainment services provided via all forms of electronic transmission; publication of information on the Internet** being services in **class 41**

The trade mark is subject to the following endorsements:

**Registration is limited to the States of New South Wales and Victoria.**

**Provisions of paragraph 44(3)(b) and/or Reg 4.15A(3)(b) applied.**

## **Exhibit B**

### **TLD Registration Policies**

#### **.TAB TLD REGISTRATION POLICY**

##### **1. ELIGIBILITY**

Only Tabcorp 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 **.TAB** 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 Tabcorp'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 .TAB 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 TABCORP HOLDINGS LIMITED ("Tabcorp");*

**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.*

**Exhibit C**

**Signed Mark Data File ID Number**

**Marks:** tab

**SMD ID Number:** [REDACTED]