

## **.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

Viking River Cruises (Bermuda) Ltd. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .viking TLD (the "Registry Agreement"), hereby applies for .viking 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 provided 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  
at

Submitted by:

Position:

Dated:

Email:

Senior Vice President of  
Marketing

August \_\_, 2014

**Exhibit A**

**Please see attached Trademark Registration**

# Trademarks Record Sheet

<b>TM ID Number</b> 18412 <b>Alternative ID</b> <b>File Reference</b> IGRU/AKUS/29868.11 <b>File Status</b> <b>Department</b>	<b>Other Party TM:</b> <input type="checkbox"/> <b>Attorney (Primary)</b> Alexandra Kusturovic <b>Attorney (Secondary)</b> <b>Attorney (Third)</b>
<b>Registered Owner</b> Viking River Cruises (Bermuda) Ltd <b>Effective Owner</b> <b>Client</b> Viking River Cruises UK Limited	
<b>Country</b> European Union <b>Trademark</b> <b>VIKING</b> <b>Type of Mark</b> Word	
<b>Agent</b> Berwin Leighton Paisner LLP <b>Agent Instructed</b>	
<b>Application No</b> 9289539 <b>Application Date</b> 02-Aug-2010 <b>Grant Date</b> <b>Publication Date</b> <b>Journal Volume</b>	
<b>TM Basis of Filing</b> <b>First Use</b> <b>Use in Commerce</b> <b>Non Use Date</b> 27-Oct-2017	<b>Status</b> Registered <b>Sub Status</b> <b>Registration No</b> 9289539 <b>Registration Date</b> 27-Oct-2012 <b>Next Renewal Due</b> <b>02-Aug-2020</b> <b>Renewal Filed/Registr.</b> <b>Mark in Use</b> <b>Affidavit Due</b> <b>Affidavit Filed</b> <b>Annuities Due</b> <b>Annuities Paid</b>
<b>Base TM ID No.</b> <b>Base Country</b> <b>Base No</b> <b>Base Date</b>	<b>Project No</b> <b>Cycle</b> <b>Origin</b> <b>Storage Reference</b>
<b>National Classes</b> <b>Int'l Classes</b> 39	<b>Convention Priority</b> <b>Convention Country</b> <b>Convention Application</b>

# Trademarks Record Sheet

Limitations	
Disclaimers	
Colours Claimed	
Associated Marks	

Prosecution Notes

Renewal Notes
---------------

Goods

Transport of passengers and of goods by sea, by river or on lakes; cruise services; cruise ship services; travel agency services, namely, making reservations and taking bookings for transportation of passengers and goods; tour operating services; arranging of cruises; reservation services for transportation by sea, by river or on lakes; cruise and cruise ship reservation services; provision of information relating to all the aforesaid services.

Seniorities

Memo

Diary

Docketed	Action / Event Memo	Recorded No	Reminder	Due	Done/Record	Resp Party
07-Nov-2012	Renewal due in 3 months		02-May-2020			
07-Nov-2012	Renewal 1 month overdue		02-Sep-2020			
17-Aug-2010	Application Date	9289539			02-Aug-2010	
07-Nov-2012	Registration Date	9289539			27-Oct-2012	
07-Nov-2012	Non Use Date				27-Oct-2017	
07-Nov-2012	Next Renewal Due			02-Aug-2020		

Date created 02-Aug-2010

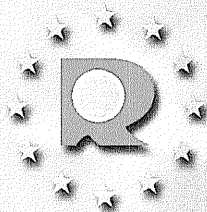
Created by LWTL

Date Amended 07-Nov-2012

Updated by JMYE

Document Management System (DMS)

Type	Date	Title	Ref
Registration Certificate	06-Nov-2012	Registration Certificate	9289539



*Registered / Enregistré 27/10/2012*

**No 009289539**

**OHIM – OFFICE FOR HARMONIZATION IN THE  
INTERNAL MARKET  
TRADE MARKS AND DESIGNS**

## **CERTIFICATE OF REGISTRATION**

This Certificate of Registration is hereby issued for the  
Community Trade Mark identified below. The  
corresponding entries have been recorded in the  
Register of Community Trade Marks.

**OHMI – OFFICE DE L'HARMONISATION DANS LE  
MARCHÉ INTÉRIEUR  
MARQUES, DESSINS ET MODÈLES**

## **CERTIFICAT D'ENREGISTREMENT**

Le présent Certificat d'Enregistrement est délivré pour  
la marque communautaire identifiée ci-joint. Les  
mentions et les renseignements qui s'y rapportent ont  
été inscrits au Registre des Marques Communautaires.

VIKING

*The President / Le Président*

*António Campinos*



210 009289539  
220 02/08/2010  
400 01/10/2010

151 27/10/2012  
450 30/10/2012

186 02/08/2020  
541 VIKING

521 0

732 Viking River Cruises (Bermuda) Ltd.  
Clarendon House, 2 Church Street  
HM 11 Hamilton  
BM

740 BERWIN LEIGHTON PAISNER LLP  
Adelaide House, London Bridge  
London EC4R 9HA  
GB

270 EN FR

511 BG - 39

Транспортиране на пътници и стоки по море, река или езеро; круизи; услуги свързани с пътувания по море с кораб; услуги, предоставяни от туристически агенции, а именно извършване на резервации и запазване на търговско превозване на пътници и стоки; услуги на туроператор; организиране на морски пътувания с кораби; резервиране на транспорт по море, по река или езеро; услуги за резервиране на круизи и круизни корабчета; предоставяне на информация свързана с всички горепосочени услуги.

ES - 39

Transporte de pasajeros y productos por mar, por río o por lago; servicios de cruceros; servicios de cruceros; servicios de agencia de viajes, en concreto, reservas y contratación de transporte de pasajeros y productos; servicios de operadores de turismo; organización de cruceros; servicios de reservas para el transporte marítimo, por río o por lago; servicios de reservas de cruceros y de barcos de crucero; facilitación de información relacionada con todos los servicios mencionados.

CS - 39

Doprava osob a zboží po moři, po řece nebo přes jezero; služby okružní cesty lodí; okružní cesty lodí (služby); služby cestovní kanceláře, jmenovitě rezervování a objednávání přepravy cestujících a zboží; provedení zájezdů; organizování lodních plaveb; rezervace na cestování po moři, po řece nebo přes jezero; rezervace okružních plaveb a výletních lodí; informační služby vztahující se ke všem výše uvedeným službám.

DA - 39

Sø- eller flodtransport af passagerer og varer; krydstogtvirksomhed; krydstogtvirksomhed; rejsebureauer, nemlig reservation og booking af transport af passagerer og varer; organisation af rejser; arrangering af krydstogter; reservation af sørejser eller flodrejser; reservation af krydstogter; information i forbindelse med førnævnte tjenesteydelser.

DE - 39

Beförderung von Passagieren und Waren auf dem Meer, auf Flüssen oder Seen; Kreuzfahrten; Kreuzschiffahrten; Dienstleistungen einer Reiseagentur, nämlich Reservierungen und Buchungen für die Beförderung von Passagieren und Waren; Reiseveranstaltung; Veranstaltung von Kreuzfahrten; Reservierungsdienste für die Beförderung auf dem Meer, auf Flüssen oder Seen; Reservierungen für Kreuzfahrten und Kreuzfahrtschiffe; Bereitstellung von Informationen in bezug auf alle vorstehend genannten Dienstleistungen.

ET - 39

Reisijate ja kaupade transport maad, jõge või järvesid pidi; matkelaevade teenused; matkelaevade teenused; reisibüroo-teenused, nimelt reisi- ja kaubatranspordi reserveeringute ja broneeringute tegemine; reisioperaatoriteenused; merereiside, kruiiside korraldamine; mere-, jõe- või järvetranspordi reserveerimise teenused; ristluste ja ristluslaevade broneerimine; teavitamisteenus seoses eelnevaga.

EL - 39

Μεταφορά επιβατών και εμπορευμάτων μέσω θαλάσσης, ποταμού ή λίμνης· υπηρεσίες κρουαζιέρων· υπηρεσίες κρουαζιερόπλοιων· υπηρεσίες ταξιδιωτικών πρακτορείων, συγκεκριμένα κρατήσεις για μεταφορά επιβατών και εμπορευμάτων· υπηρεσίες διαχείρισης εκδρομών· οργάνωση κρουαζιέρων· υπηρεσίες κρατήσεων για μεταφορά μέσω θαλάσσης, ποταμού ή λίμνης· υπηρεσίες κράτησης θέσεων σε κρουαζιέρες και υπηρεσίες κράτησης κρουαζιερόπλοιων· παροχή πληροφοριών σε σχέση με όλες τις προαναφερθείσες υπηρεσίες.

EN - 39

Transport of passengers and of goods by sea, by river or on lakes; cruise services; cruise ship services; travel agency services, namely, making reservations and taking bookings for transportation of passengers and goods; tour operating services; arranging of cruises; reservation services for transportation by sea, by river or on lakes; cruise and cruise ship reservation services; provision of information relating to all the aforesaid services.

FR - 39

Transport de passagers et marchandises par mer, rivière ou lac; services de croisières; services de croisières; services d'agences de voyages, à savoir réservation de transport de passagers et marchandises; services de tour opérateurs; organisation de croisières; services de réservation de transport par mer, rivière ou lac; services de réservation de croisières et navires de croisière; fourniture d'informations dans tous les domaines précités.

IT - 39

Trasporto marittimo, fluviale o lacustre di passeggeri e merci; servizi di crociere; servizi di navi da crociera; servizi d'agenzia di viaggi, ovvero prenotazione del trasporto di passeggeri e merci; servizi d'organizzazione di viaggi; organizzazione di crociere; servizi di prenotazione per trasporti marittimi, fluviali o lacustri; servizi di prenotazione di crociere e di navi da crociera; informazioni relative a tutti i servizi summenzionati.

LV - 39

Pasažieru un preču pārvadāšana pa jūru upi vai ezeru; izprieču ceļojumu kuģu pakalpojumi; izprieču ceļojumu kuģu pakalpojumi; ceļojumu aģentūru pakalpojumi, proti, rezervāciju un pasūtījumu veikšana pasažieru un preču transportam; ceļojumu vadība; jūras braucienu organizēšana; transporta rezervēšana ceļojumiem pa jūru, upi vai ezeriem; kruīzu un kruīza kuģu rezervēšanas pakalpojumi; informācijas pakalpojumi saistībā ar visiem iepriekšminētajiem pakalpojumiem.

LT - 39

Keleivių ir prekių gabenimas jūromis, upėmis ar ežerais; kruizinių jūrų laivų paslaugos; kruizinių laivų paslaugos; kelionių agentūrų paslaugos, būtent keleivių ir prekių transportavimo paslaugų rezervavimas ir užsakymas; turizmo paslaugų teikimas; kruizinių kelionių rengimas; gabenimo paslaugų jūra, upėmis ar ežerais rezervavimo paslaugos; kruizų ir kruizinių laivų rezervavimo paslaugos; informacijos paslaugos, susijusios su visomis anksčiau paminėtomis paslaugomis.

HU - 39

Utasok és termékek szállítása tengeren, folyón vagy tavakon; tengeri utazási hajó szolgáltatások; tengeri utazási hajó szolgáltatások; utazási irodai szolgáltatások, nevezetesen utasok és termékek szállításához kapcsolódó foglalás és megrendel-



és; túrarendezés; szervezés (tengeri körutazás ~); helyfoglalási szolgáltatások szállításhoz tengeren, folyón vagy tavakon; körutazási és kirándulójáó-foglalási szolgáltatások; az összes fentelmitett szolgáltatásokkal kapcsolatos információs szolgáltatások.

MT - 39

Trasport ta' passigġieri u ta' oġġetti permezz tal-baħar, tax-xmajjar jew tal-lagi; servizzi ta' vapur tal-kruċieri; servizzi ta' vapur tal-kruċieri; servizzi ta' aġenziji tal-ivvjaġġar, jiġifieri servizzi ta' riservar u ta' ibbukkar għat-trasport ta' passigġieri u oġġetti; l-operazzjoni ta' vjaġġi; l-arrangement ta' kruċieri; servizzi ta' riservar għat-trasport permezz tal-baħar, tax-xmajjar jew tal-lagi; servizzi ta' riservar relatat mal-kruċieri u mal-vapuri tal-kruċieri; servizzi ta' informazzjoni relatati mas-servizzi kollha hawn fuq imsemmija.

NL - 39

Transport van passagiers en goederen over zee, over de rivier of over meren; cruises; diensten op het gebied van cruiseschepen; reisagentschappen, te weten het reserveren en boeken van vervoer van passagiers en goederen; rondleidingen; organisatie van cruises; reserveringen voor vervoer over zee, over de rivier of over meren; reservering van cruises en cruiseschepen; verstrekking van informatie met betrekking tot alle voornoemde diensten.

PL - 39

Transport pasażerski i towarowy drogą morską, rzekami lub jeziorami; usługi w zakresie rejsów statkami wycieczkowymi; usługi w zakresie rejsów statkami wycieczkowymi; usługi biura podróży, mianowicie dokonywanie rezerwacji i przyjmowanie rezerwacji na transport pasażerski i towarowy; organizowanie wycieczek; organizowanie rejsów; usługi rezerwacji w zakresie transportu morskiego, rzekami lub jeziorami; usługi rezerwowania rejsów i statków wycieczkowych; usługi informacyjne dotyczące wszystkich wyżej wymienionych usług.

PT - 39

Transporte de passageiros e de mercadorias por via marítima, fluvial ou lagunar; serviços de navios de cruzeiro; serviços de navio de cruzeiro; serviços de agência de viagens, nomeadamente reservas e marcações para o transporte de passageiros e mercadorias; serviços de operadores turísticos; organização de cruzeiros; serviços de reservas de transportes por via marítima, fluvial ou lagunar; serviços de reservas de cruzeiros e de navios de cruzeiro; prestação de informações relacionadas com todos os serviços atrás referidos.

RO - 39

Transport de pasageri și bunuri pe mare, pe râu sau pe lacuri; croaziere; servicii de nave de croazieră; servicii de agenții de voiaj, și anume, efectuarea de rezervări și de rezervări pentru transportul pasagerilor și al produselor; servicii de operare de tururi; organizare de croaziere; servicii de rezervare la transportul pe mare, pe râu sau pe lacuri; servicii de rezervare de locuri pe nave și pe nave de croazieră; furnizare de informații cu privire la toate serviciile anterior menționate.

SK - 39

Námorná, riečna a jazerná preprava cestujúcich a tovarov; služby okružnej cesty loďou; služby okružnej cesty loďou; služby cestovných kancelárií, menovite rezervovanie prepravy cestujúcich a tovarov; prevádzkovanie zázjazdov; organizovanie okružných výletov; služby v oblasti rezervovania námornej, riečnej a jazerej dopravy; služby v oblasti rezervovania plavieb a výletných lodí; informačné služby vzťahujúce sa na všetky zmienené služby.

SL - 39

Prevoz potnikov in izdelkov po morju, reki ali na jezerih; storitve ladijskih križarjenj; ladijska križarjenja; storitve potovalne agencije, in sicer rezervacija in prijave za prevoz potnikov in izdelkov; vodenje potovanj; prirejanje križarjenj; rezervacijske

storitve za prevoz po morju, reki ali na jezerih; storitve rezervacij križarjenj in ladij za križarjenja; informacije v zvezi z vsemi zgoraj omenjenimi storitvami.

FI - 39

Matkustajien ja rahdin kuljetus meri-, joki- tai järvi- ja risteilypalvelut; risteilyaluspalvelut; matkatoimistopalvelut, nimittäin matkustajien ja rahdin kuljetukseen liittyvät varausten tekeminen ja tilausten vastaanotto; kiertoajeluiden järjestäminen; risteilyjen järjestäminen; meri-, joki- tai järvikuljetusten varauspalvelut; risteilyjen ja risteilyalusten varauspalvelut; kaikkiin edellä mainittuihin palveluihin liittyvien tietojen tarjoaminen.

SV - 39

Transport av passagerare och av varor till sjöss, via floder eller på insjöar; kryssningstjänster; kryssningsfartygstjänster; resebyråttjänster, nämligen bokning och reservation avseende transport av passagerare och gods; tjänster avseende ledning av rundresor; arrangerande av kryssningar; reservationstjänster för transport via hav, via flod eller på insjöar; reservationstjänster avseende kryssningar och kryssningsfartyg; information avseende alla nämnda tjänster.



**Exhibit B**

**Please see attached TLD Registration Policies**

## **VIKING TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

Only Viking River Cruises (Bermuda) Ltd. and its Affiliates (and any qualifying Trademark Licensees) are eligible to register a Domain Name under the VIKING TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license 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 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 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 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;
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services; and
- (vii) to maintain compliance with Specification 13 or the ICANN Consensus Policy.

## **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 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 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 Viking River Cruises (Bermuda) Ltd.'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 license 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 consecutive one (1) year terms unless (i) the Registrant submits its intention not to renew the Domain Name prior to the conclusion of the then current initial or renewal term; or (ii) the Registry earlier terminates or revokes 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 Viking 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 Numbers (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 Viking River Cruises (Bermuda) Ltd.;*

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

**Registry Rules** *mean:*

- (i) *this Registration Policy as the same may be 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.*

**Trademark Licensees** *has the same meaning as defined in Specification 13 of the Registry Agreement.*