.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

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Exhibit A

Please see attached Trademark Registration
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<td>Attorney (Primary)</td>
<td>Alexandra Kusturovic</td>
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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

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Date created 02-Aug-2010
Created by LWTL
Date Amended 07-Nov-2012
Updated by JMYE

Document Management System (DMS)

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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 MODELES

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.

No 009289539

VIKING

The President / Le Président

Signatures: António Campinos
OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET
TRADE MARKS AND DESIGNS

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

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
Transport of passengers and products by sea, by river or on lakes; cruise services; travel agency services; making reservations and taking bookings for transportation of passengers and goods; tour operating services; arranging of cruises; reservation services for transport by sea, by river or on lakes; cruise and 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 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 prétés.

IT - 39
Trasporto marittimo, fluviale o lacustre di passeggeri e merci; servizi di crociera; servizi di navigazione di viaggi; servizi di prenotazione per trasporti marittimi, fluviali o lacustri; servizi di prenotazione di crociera e di navigazione.

LV - 39
Pasāžieru un preču pārvadāšana pa jūru upi vai ezeru; izprie- cu celojumu kuģu pakalpojumi; izprie cu celojumu kuģu pakalpojumi; celojumu agentūru pakalpojumi; provizija un pasūtījumu veikšana pasāžieru un preču transportam; celojum- mu vadība; jūra braucieni organizēta, transporta rezervēšana celojumiem pa jūru, upi vai ezeriem; krūzi un kuģu kuģu rezervēšanas pakalpojumi; informācijas pakalpojumu saistība ar vienīm iepriekšminētajiem pakalpojumiem.

LT - 39
Keleivinių ir prekių gabenimas jūromis, upėmis ar ežerose; krūziinių jūrų laivų paslaugos; krūziinių laivų paslaugos; kelioninių agentūrų paslaugos, būtent keleivinių ir prekių transportavimo paslaugų rezervavimas ir užsakymas; turizmo laivų pakalpojimas; krūziinių kelionių rengimas; gabenimo paslaugų jūros, upėmis ar ežerose rezervavimo paslaugos; krūziinių laivų rezervavimo paslaugos; informacijos paslaugos, susijusios su visomis anksčiau paminėtoms paslaugomis.

HU - 39
Utakos és termékek szállítása tengernél, folyón vagy tavakon; tengerek utazási hajó szolgáltatásai; tengerek utazási hajó szolgáltatásai; utazási irodai szolgáltatások, nevezetesen utakos és termékek szállításához kapcsolódó foglalás és megrendel-
Transport of passagiers and 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; rondreizen; organisatie van cruises; reserveringen voor vervoer over zee, over de rivier of over meren; reservering van cruises en cruiseschepen; verstreking van informatie met betrekking tot alle voornoemende diensten.

Transport of passagiers and 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; rondreizen; organisatie van cruises, reserveringen voor vervoer over zee, over de rivier of over meren, reservering van cruises en cruiseschepen; verstreking van informatie met betrekking tot alle voornoemende diensten.

Transport de passagers et de marchandises par voie maritime, fluvial ou lagunaire; services de navios de cruzeiro; services de navio de cruzeiro; services de agência de viagens, nomeadamente reservas e marcações para o transporte de passagérios e mercadorias, services de operadores turísticos, organizações de cruzeiros; services de reservas de transportes par via marítima, fluvial ou lagunaire; services de reservas de cruzeiros et de navios de cruzeiro; prestação de informações relacionadas com todos os serviços atrás referidos.

Transport de passagers et marchandises par voie maritime, fluvial ou lagunaire; services de navios de cruzeiro; services de agência de viagens, nomeadamente reservas e marcações para o transporte de passagérios e mercadorias, services de operadores turísticos, organizações de cruzeiros; services de reservas de transportes par via marítima, fluvial ou lagunaire; services de reservas de cruzeiros et de navios de cruzeiro; prestação de informações relacionadas com todos os serviços atrás referidos.

Námořná, riečná a jazerná preprava cestujúcich a tovarov; služby okružnej cesty loďou; služby okružnej cesty loďou; služby cestovných kancelárií, menovite rezervovanie prepravy cestujúcich a tovarov; prevádzkovanie zájazdov; organizovanie okružných výletov; služby v oblasti rezervovania námornej, riečnej a jazerné dopravy; služby v oblasti rezervovania plaveb a výletných lodí; informačné služby vzťahujúce sa na všetky zmienené služby.

Prevoz potnikov in izdelkov po morju, reki ali na jezerih; storitve ladijskih krčarjen; ladijska krčarjenja; storitve potovalne agencije, in sicer rezervacija in prijave za prevoz potnikov in izdelkov; vodenje potovan; prirejanje krčarjen; rezervacijske
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.