## **.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN") 12025 Waterfront Drive, Suite 300 Los Angeles, California 90094 Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED ("Registry Operator"), in connection with the execution of the Registry Agreement for the .香格里拉 (IDN SHANGRILA) TLD (the "Registry Agreement"), hereby applies for .香格里拉 (IDN SHANGRILA) TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as <u>Exhibit A</u> and the registration policies attached hereto as <u>Exhibit B</u> 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

Submitted by:	
Position:	Legal Executive
Dated:	<u>15 August 2014</u>
Email:	-

# <u>Exhibit A</u>

# **Trademark Registration**

[to be attached by Registry Operator]

#### **Attachments**

1. Trade Mark Certificate



第 2003297 号

商标注册证

# 香格里拉

#### 核定服务项目(第42类)

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

- 注册人 香格里拉国际饭店管理有限公司 SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED
- 注册地址 英属维尔京群岛托托拉岛路城威克翰姆沙州特里登特会所 TRIDENT CHAMBERS, WICKHAMS CAY, ROAD TOWN, TORTOLA VIRGIN ISLANDS

注册有效期限 自公元 2002 年 10 月 21 日至 2012 年 10 月 20 日止

局长签发

王青房





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第 2003297 号

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核定服务项目 第42类

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

## 2. Proof of Use







# 您的香格里拉故事



苏州山塘街景色

# 辉煌华丽的绿洲

缓缓地深呼吸,眼前就是您所在的地方——苏州。在苏州香格里拉大酒店舒适豪华的套房 里,您看到了她活力奔放的样子。看着这样迷人的景致,一切烦恼都被抛到九霄云外。

探索这个中国最美城市之一,使您全身热血沸腾,酒店 处于城市核心地区,毗邻火车站,意味着只需数分钟, 您便能到达城市里最美丽的景点,迈出酒店,内心汹涌 澎湃,因为您即将目睹亘古不变的宏伟景色。

一路上,看到仔细修剪整齐后的花园,您惊讶于艺术, 自然和历史竟能如此完美无暇地融合在一起。游览拙政 园时,您停下脚步,欣赏着这里简洁朴素的亭台楼阁, 分庭阶梯。

购物的欲望来了,您奔向一条充满活力,有者各种纪念 品和丝绸制品的步行街,精致的刺绣,檀香木扇,毛笔

和丝绸衣物摆满两侧,小街仿佛被涂上了色彩缤纷的颜料。不带走一两件称心的礼物,这 个旅程便会黯然失色。 电话 (86 512) 6808 0168

传真 (86 512) 6808 1168

电邮 stsx#shangri-in.com

地点 中国江苏省苏州新区塔园路168号 邮政编码 215011

入住 / 退房

入住时间;下午2时

退房时间:中午12时

入住豪华阁客房的客人可将退房时 间推迟至下午6时。

http://www.shangri-la.com/cn/suzhou/shangrila/about/

05/06/2013



# 核准续展注册证明

兹核准第 2003297 号商标续展注册,续展注册有效期自 2012 年 10 月 21 日至 2022 年 10 月 20 日。



注:本证明应与《商标注册证》一并使用。

Bar Code: XZ201230054ZM

#### **Certificate of Renewal**

This is to certify that the trademark No. <u>2003297</u> has been approved for renewal. The renewed term of registration is from 21 October 2012 to 20 October 2022.

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

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

带着犹新的记忆返回酒店,您期待着一顿丰盛的晚餐。等待您的是选择丰富的地道淮扬 菜,粤菜和精心准备的日本料理,一定是一次华丽的美食之族。

夕阳西下, 夜暮降临, 但这座城市还有很多惊喜等着您。在豪华阁酒廊雄伟的高度向外望 去, 您望着渐渐沉落地平线的太阳, 阳光缓缓褪色。让城市的魅力融掉, 沉醉在香格里拉 的奢华里。 付款方式 本酒店可接受以下信用卡付款:

美国返還卡 (American Express) 大来卡 (Diners Club) JCB 万事达卡 (MasterCard) 维萨卡 (Visa)

实用讯息 酒店简介

# <u>Exhibit B</u>

### **TLD Registration Polices**

#### .香格里拉 (IDN SHANGRILA) TLD REGISTRATION POLICY

#### 1. ELIGIBILITY

Only SHANGRI-LA INTERNATIONAL and, its Affiliates and Trademark Licensees are eligible to register a Domain Name under the .香格里拉 (IDN SHANGRILA) TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

#### 2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

#### 3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a <u>licencing\_licensing</u> agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and

(vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

#### 4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

#### 5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

#### 6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

#### 7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with the Registry's response to Question 22 Geographic Names.

#### 8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

(i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;

- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

#### 9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

#### **10. TERM OF REGISTRATION / RENEWAL**

#### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

#### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

#### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

#### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

#### **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

#### **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

#### 13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

#### **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

#### **15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

#### 16. DEFINITIONS

Affiliate has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the . 香格里拉 (IDN SHANGRILA) TLD or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

**Registry** *means* SHANGRI-LA INTERNATIONAL HOTEL MANAGEMENT LIMITED ("SHANGRI-LA INTERNATIONAL");

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

#### Registry Rules mean:

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.

Trademark Licensees has the same meaning as defined in Specification 13 .BRAND TLD PROVISIONS.

Trademark	香格里拉
TM Registration No.	2003297
TM Registration Date	21 October 2002
TM Application Date	16 April 2001
Jurisdiction	China
TM Reg'n Expiration Date	20 October 2022
Class	42
Detailed Description of Goods/Services	Massage services, packaging design, guest house, material testing, restaurant, letting and/or reservation of tourist accommodation, translation, hotel, butler services, florists and flower arranging services, wreath making, cosmetic research, computer programming, updating and maintenance of computer software, arranging of and letting of holiday accommodation, banqueting bar bistro, hotel accommodation services, booking agency services for hotel accommodation services, cafe, coffee sop, surveying, baby-sitting services, hairdressing services, beauty salon and beauty treatment services, motel, interior decoration, veterinary assistance, provision of facilities for conventions, seminars and trade shows, providing technology information and non-business professional consultancy in relation to computer and Internet related matters, providing information relating to preparation of foods and beverages and catering services on-line from a computer database or via the internet or extranets; providing information relating to computer services on-line from a computer database or via the internet or extranets; providing information relating to hotel services on-line from a computer database or via the internet or extranets; providing information relating to beauty and hair salon services on-line from a computer database or via the internet or extranets; providing information relating to beauty and hair salon services on-line from a computer database or via the internet or extranets; providing information relating to medical services on-line from a computer database or via the internet or extranets; food and beverage services, preparation of food and drink, drawing and commissioned writing for the compilation of web pages on the internet, research and development, medical clinics, printing, room hire services, tourist office and travel agency services for booking accommodation, self-service and/or fast food restaurant, cafeteria
Status of Applicant / Owner	Change La monational notor Management Linited