

## **.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

KERRY TRADING CO. LIMITED ("Registry Operator"), in connection with the execution of the Registry Agreement for the .嘉里 (IDN KERRY) TLD (the "Registry Agreement"), hereby applies for .嘉里 (IDN KERRY) 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 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:	<u>Legal Executive</u>
Dated:	<u>15 August 2014</u>
Email:	[REDACTED]

**Exhibit A**

**Trademark Registration**

*[to be attached by Registry Operator]*

Trademark	嘉里
TM Registration No.	1789894
TM Registration Date	14 June 2002
TM Application Date	13 October 2000
Jurisdiction	China
TM Reg'n Expiration Date	13 June 2022
Class	42
Detailed Description of Goods/Services	Restaurant; Hotel; computer programming; computer software maintenance; computer software design; computer software upgrades; computer software maintenance; computer database leasing access time; computer system which analyzes; computer hardware consultancy; computer rental; hotel reservation; conference; exhibition facilities ; through the network (including the Internet, the global network) computer database provides information services; rental computers to handle data access time; research and development (for others)
Status of Applicant / Owner	Kuok Registrations Limited

#### Attachments

1. Trade Mark Certificate



T2876/KAA

第 1789894 号

## 商标注册证

# 嘉里

### 核定服务项目(第 42 类)

餐馆；饭店；计算机编程；计算机软件保养；计算机软件设计；计算机软件升级；计算机软件维护；计算机数据库存取时间租赁；计算机系统分析；计算机硬件咨询；计算机租赁；旅馆预定；提供会议、展览设施；通过网络(包括国际互联网、全球带宽网、局域网)提供计算机数据库信息服务；为处理数据出租计算机存取时间；研究和开发(替他人)；(商品截止)

注册人 嘉里集团有限公司  
KERRY GROUP LIMITED

注册地址 库克群岛拉罗汤加岛杜塔基莫阿路百慕大大楼百慕大信托(库克群岛)有限公司办公室

THE OFFICE OF BERMUDA TRUST (COOK ISLAND) LIMITED  
注册有效期限 自公元 2002 年 06 月 14 日至 2012 年 06 月 13 日止

局长签发

安青虎





## 核准商标转让证明

“嘉里” 42

兹核准第 1789894 号商标转让。

受 让 人： 郭注册有限公司 (KUOK REGISTRATIONS LIMITED)

受让人地址： 萨摩亚群岛阿皮亚美芝路萨摩亚中央银行大厦一楼  
(LEVEL 1, CENTRAL BANK OF SAMOA BUILDING, BEACH  
ROAD, APIA, SAMOA)



- 注：1.核准转让商标为注册商标的，本证明应与《商标注册证》一并使用。  
2.本证明标注的日期为转让的生效日期。  
3.本证明受让人为多个时，第一人为代表人，受让人地址为代表人地址。

Bar Code ZR200714260ZM

## **Certificate of Assignment of Registered Trademark**

This is to certify that the assignment of trademark No. 1789894 has been approved.

Assignee : KUOK REGISTRATIONS LIMITED

Assignee's address: LEVEL 1, CENTRAL BANK OF SAMOA BUILDING,  
BEACH ROAD, APIA, SAMOA

Seal of the Trademark Office  
State Administration for  
Industry and Commerce  
7 February 2008

Remark: (1) This Certificate must be used together with the registration certificate of the subject trade mark.  
(2) The date of this certificate is deemed to be the effective date of the recordal.  
(3) If this Certificate contains more than one Assignee, the first one shall be the representative.



## 核准续展注册证明

兹核准第 1789894 号商标续展注册，续展注册有效期自 2012 年 6 月 14 日至 2022 年 6 月 13 日。



注：本证明应与《商标注册证》一并使用。

第 1789894 号

Bar Code: XZ201216727ZM

### Certificate of Renewal

This is to certify that the trademark No. 1789894 has been approved for renewal. The renewed term of registration is from 14 June 2012 to 13 June 2022.

Seal of the Trademark Office  
State Administration for  
Industry and Commerce  
13 August 2012

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



## **Exhibit B**

### **TLD Registration Policies**

#### **.嘉里 (IDN KERRY) TLD REGISTRATION POLICY**

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

Only KERRY TRADING and its Affiliates are eligible to register a Domain Name under the .嘉里 (IDN KERRY) 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 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 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 .嘉里 (IDN KERRY) 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 KERRY TRADING CO. LIMITED ("KERRY TRADING");*

**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.*

## 2. Proof of Use



**KERRY PROPERTIES LIMITED**  
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嘉里建设有限公司

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# 亞洲領先的物流服務供應商

嘉里物流是亞洲領先的物流服務供應商，也是眾多財富 500 強企業一致之選。

我們的總部設於香港，環球網絡遍及六大洲，於大中華及東盟地區擁有最龐大及密集的配送網絡和物流樞紐。

核心業務包括綜合物流、國際貨代及供應鏈解決方案等，為各類型商品、非商品及輔助銷售材料，提供專業物流服務。

數百家來自不同行業的國際頂級品牌及財富五百強企業，選擇嘉里物流作為他們的物流夥伴，包括：時尚服飾及精品、電子科技、食品及飲料、快消品、工業及物料科學、汽車、醫藥等行業。

作為一家以資產為基礎的企業，我們為客戶提供熱誠可靠和別具彈性的方案，配合他們在中國和亞洲的持續增長及未來拓展目標，提供專業而完善的服務。

提供全方位專業解決方案是我們的服務方針，全力以赴是我們的態度；這一切由全球員工和合作夥伴體現出來。

我們自主研發的供應鏈可視化系統 - KerrierVISION 集高透明度、存取無障礙、聯繫無間等優點於一身，能為客戶帶來更大的經濟效益。

憑藉世界級實力、高質素人才、行業專家，以及屢獲殊榮的資訊科技系統及運作，我們致力透過更快捷和更具成本效益的方案，將您的產品運抵目的地。

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入住日期

2013/06/17

退房日期

2013/06/18

房间 1:

成人: 1

儿童: 0

+ 添加房间

公司合同价/特价(可选)

选择代码类型

输入房价代码

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## 管理



### 西方先生，嘉里康体部总监

来自澳大利亚的西方，在亚洲和欧洲工作多年，有着丰富的工作经验，包括在北京嘉里健身担任了2年的经理。自2005年加入嘉里集团，曾担任香港深湾游艇俱乐部总监。不仅在英格兰和澳大利亚学习，而且在法国、马来西亚及英国也工作过。安德鲁先生的大部分时间都花在健身房上，但他乐在其中。

座右铭



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## 联系嘉里健身

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