



Asian Domain Name Dispute Resolution Centre

hong kong

(Hong Kong Office)

ADMINISTRATIVE PANEL DECISION

Case No.	HK-2301845
Complainant:	Tencent Holdings Limited
Respondent:	Catchdaddy LLC
Disputed Domain Name(s):	< arenabreakoutinfinite.com >

1. The Parties and Contested Domain Name

The Complainant is Tencent Holdings Limited, with its address at P.O. Box 2681 GT, Century Yard, Cricket Square, Hutchins Drive, George Town, Grand Cayman, Cayman Islands.

The Respondent is Catchdaddy LLC / Registration Private, located at 1300 E. Missouri Avenue Suite A-110, Phoenix, AZ, 85014, United States of America (USA).

The domain name at issue is “arenabreakoutinfinite.com,” which was registered by the Respondent with Dynadot, LLC. Dynadot, LLC is located at P.O. Box 345, San Mateo CA 94401, USA.

2. Procedural History

On December 5, 2023, the Complainant filed the Complaint with the Asian Domain Name Dispute Resolution Centre (referred to as “the Centre”) in Hong Kong, in accordance with the Uniform Domain Name Dispute Resolution Policy (“Policy”) established by the Internet Corporation for Assigned Names and Numbers (ICANN) on October 24, 1999.

On December 6, 2023, the Centre sent an email to the Registrar seeking confirmation of the registration of the disputed domain name “arenabreakoutinfinite.com” by the Respondent and inquiring whether the domain name would be prohibited from being transferred to a third party.

On December 8, 2023, the Registrar responded via email and provided additional details of the Disputed Domain Name. Additionally, the Disputed Domain Name was locked to prevent any transfer during the pending administrative proceeding.

Pursuant to Article 4 of the Rules for the ICANN Uniform Domain Name Dispute Resolution Policy (“Rules”), the Centre conducted an administrative review of the Complaint to ensure compliance with the ICANN Uniform Domain Name Dispute

Resolution Policy and the Rules. During this review, several deficiencies were identified. The Complainant was subsequently instructed to address these deficiencies by December 18, 2023, failing which the Complaint would be considered withdrawn without prejudice to a subsequent complaint by the Complainant.

On December 16, 2023, the Complainant submitted the Amended Complaint Form and Annexes for the mentioned case. Subsequently, on December 18, 2023, the Centre confirmed that the Complaint was in administrative compliance with the Policy and the Rules.

In accordance with paragraphs 2(a) and 4(a) of the Rules, the Centre formally notified the Respondent of the Complaint, and the proceedings officially commenced on December 18, 2023.

Pursuant to the procedure outlined in paragraph 5(a) of the Rules, the due date for the Response was set for January 8, 2024. However, the Respondent did not submit any response. Consequently, the Centre notified the parties of the Respondent's default.

On January 9, 2024, the Centre appointed Professor Julien Chaisse as the Panelist in the administrative proceeding. Professor Chaisse submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Centre to ensure compliance with Rule 7.

The Panel acknowledges that the Asian Domain Name Dispute Resolution Centre has diligently fulfilled its obligations under Rule 2(a) of the Rules, which involves employing reasonably available means to achieve actual notice to the Respondent. Accordingly, the Panel is prepared to issue its decision based on the Complaint, the exchanged emails, the presented evidence, the Policy, the Rules, the Supplemental Rules, and any relevant rules and principles of law, even in the absence of a response from the Respondent.

As stipulated by the deadline outlined in paragraph 15 of the Rules, a decision was to be issued by the Panel to the Centre on or before January 23, 2024.

3. Factual background

The Complainant: Tencent Holdings Limited

A. The Complainant Tencent Holdings Limited and its activities

Tencent Holdings Limited, referred to as the "Complainant," is a prominent Chinese multinational conglomerate. Established in 1998, Tencent has gained global recognition as a major player in various industries, including technology and entertainment.

Within its diversified portfolio, Tencent Games, a subsidiary of Tencent, is responsible for the development and distribution of video games. In 2021, Tencent Games introduced "Arena Breakout," a high-quality video game produced in collaboration with Level Infinite. This strategic move aimed to provide top-tier gaming experiences to a worldwide audience.

Tencent's expansive reach extends beyond China, with operational bases in locations like Amsterdam and Singapore. With a global team, Tencent continues to make significant contributions to the gaming industry and other sectors.

B. Arena Breakout - A Next-Gen Immersive Tactical FPS

Arena Breakout, introduced on July 14, 2023, is a state-of-the-art tactical First-Person Shooter (FPS) and a revolutionary extraction looter shooter. This game pushes the boundaries of war simulation, particularly on mobile platforms. It places a strong emphasis on strategy and tactics, valuing them as much as player skills and firepower.

In Arena Breakout, players take on the roles of highly skilled operators assigned to enter the challenging Dark Zone, complete critical missions, and overcome adversaries using any means necessary. Notably, despite its recent launch for iOS and Android devices in July 2023, Arena Breakout achieved a remarkable milestone with over 80 million registered users worldwide by August 2023, as officially announced at Gamescom 2023. Additionally, Gamescom 2023 unveiled that Season 2 of Arena Breakout would premiere in October 2023, building on the game's success.

Arena Breakout offers accessibility to a global audience, with support for at least 15 different languages, including English, Arabic, French, German, Indonesian, Italian, Japanese, Korean, Portuguese, Russian, Spanish, Thai, Traditional Chinese, and Turkish.

Before its global launch in 2023, the domestic Chinese version of Arena Breakout, titled “暗区突围,” was introduced on July 13, 2022. This Chinese version garnered a substantial user base, with 50 million registered users in China and an impressive 4 billion views on related videos, highlighting its popularity and impact.

C. The Complainant

The Complainant employs the domain name <arenabreakout.com> to promote its products and services under the ARENA BREAKOUT brand. This domain has been registered and consistently utilized since 2022. As the Respondent is in default and has not provided information about their activities or rights in the disputed domain, limited information is available regarding the Respondent's identity or interests. According to Similarweb.com, <arenabreakout.com> averaged 720 thousand monthly visits from August 2023 to October 2023, highlighting its significance as a digital platform for the Complainant's offerings.

4. Parties' Contentions

In cases where the Respondent defaults, it is imperative to acknowledge that the burden of establishing a prima facie case rests squarely upon the Complainant. This fundamental principle finds solid footing in established precedents, notably exemplified by the cases of *Cyro Industries v. Contemporary Design* (WIPO, No. D2000-0336, Jun. 19, 2000) and *Softquad Software Inc. v. Eleven-Eleven Ltd* (DeC, No. AF-0143, Jun. 1, 2000). These authoritative precedents underscore the heightened scrutiny that panels must exercise when scrutinizing the veracity of the Complainant's submissions in default cases, while steadfastly reaffirming that the burden of proving the requisite elements remains firmly with the Complainant.

A. Complainant

The Complainant's contentions may be summarized as follows:

i) The Complainant maintains that they hold rights and interests in the disputed domain name "arenabreakoutinfinite.com" due to their established trademark rights and the reputation associated with the name "Tencent Holdings Limited." The Complainant has provided evidence of their trademark registrations for "ARENA BREAKOUT" in multiple jurisdictions, including Singapore, the United Kingdom, and the European Union.

ii) The Complainant argues that the Respondent lacks legitimate rights or interests in the domain name "arenabreakoutinfinite.com." The Respondent is not commonly known by this name, and there is no evidence to suggest that the Respondent has received permission, authorization, or a license to use the Complainant's trademark in any manner, including in domain names.

iii) The Complainant contends that the domain name was registered and is being used in bad faith by the Respondent. The Complainant's trademark "ARENA BREAKOUT" is well-known internationally, and the Respondent's registration of a domain name that is identical or confusingly similar to the Complainant's trademark suggests a knowledge of and familiarity with the Complainant's brand and business. The Respondent's offer to sell the domain name for a price exceeding their out-of-pocket expenses further demonstrates bad faith.

iv) The Complainant asserts that the Respondent's registration and use of the domain name violate the Uniform Domain Name Dispute Resolution Policy ("Policy") and the Rules for ICANN Uniform Domain Name Dispute Resolution Policy ("Rules"). The Complainant seeks the transfer of the disputed domain name to them in accordance with the Policy.

These contentions align with the requirements outlined in Paragraph 4(a) of the ICANN Uniform Domain Name Dispute Resolution Policy, which include demonstrating the similarity of the domain name to a trademark, the lack of legitimate rights or interests of the Respondent, and the registration and use of the domain name in bad faith.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

5. Findings

The ICANN Uniform Domain Name Dispute Resolution Policy provides, at Paragraph 4(a), that each of three findings must be made in order for a Complainant to prevail:

- i. Respondent's domain name is identical or confusingly similar to a trademark or service mark in which Complainant has rights; and
- ii. Respondent has no rights or legitimate interests in respect of the domain name; and
- iii. Respondent's domain name has been registered and is being used in bad faith.

A) Identical / Confusingly Similar

Upon careful examination of the evidence and legal precedents, the Panel finds in favor of the Complainant on the matter of the similarity between the Complainant's trademark "ARENA BREAKOUT" and the Disputed Domain Name "arenabreakoutinfinite.com."

The Complainant has provided clear evidence of owning trademark registrations for "ARENA BREAKOUT" in various jurisdictions, including Singapore, the United Kingdom, and the European Union. These registrations establish the Complainant's rights in the "ARENA BREAKOUT" trademark.

Additionally, the Complainant has demonstrated that the Disputed Domain Name, "arenabreakoutinfinite.com," is almost identical to its "ARENA BREAKOUT INFINITE" trademark, with the inclusion of the descriptive term "INFINITE." However, the addition of "INFINITE" does not sufficiently distinguish the Disputed Domain Name from the Complainant's trademark, as it remains closely associated with the Complainant's brand and products.

In light of legal precedents, such as the case of International Business Machines Corporation v. Domain Admin, WIPO Case No. D2009-0227, which emphasizes that the addition of descriptive terms may not avoid a finding of confusing similarity if the added term does not sufficiently distinguish the domain name, and considering recent decisions like XYZ.com LLC v. Jiazhang, WIPO Case No. D2019-2161, which reaffirm the importance of assessing the relationship between added terms and the Complainant's business activities, the Panel concludes that the Respondent's domain name is indeed confusingly similar to a trademark in which the Complainant has established rights.

Therefore, the Panel finds that the first element of the ICANN Uniform Domain Name Dispute Resolution Policy, regarding the identity or confusing similarity of the domain name, has been met in favor of the Complainant.

B) Rights and Legitimate Interests

In evaluating the Respondent's rights and legitimate interests in the disputed domain name "arenabreakoutinfinite.com," the Panel has considered both the evidence provided by the Complainant and relevant legal precedents.

The Complainant has convincingly demonstrated that it holds valid trademark registrations for "ARENA BREAKOUT," as evidenced by Annex 1. These trademark registrations serve as compelling evidence of the Complainant's rights in the "ARENA BREAKOUT" trademark.

Furthermore, it is evident from the case of Sportswear Company S.P.A. v. Tang Hong, D2014-1875 (WIPO Dec. 10, 2014), that in domain dispute cases, the absence of authorization or affiliation between the Respondent and the Complainant, particularly when the Complainant holds valid trademark rights, supports the conclusion that the Respondent lacks rights or legitimate interests in the disputed domain name. This principle aligns with the Complainant's situation, as there is no known affiliation or authorization granted to the Respondent by the Complainant to use their trademark in domain names.

Additionally, the Respondent's lack of common association with the disputed domain name "arenabreakoutinfinite.com" is a significant factor indicating a lack of legitimate interests, as per Policy, ¶ 4(c)(ii). This factor is supported by the use of a privacy WHOIS service at the time of filing the complaint. It is worth noting that past Panels, in cases like *Dr. Ing. H.C. F. Porsche AG v. Domains by Proxy, Inc.*, D2003-0230, and as recognized in the WIPO Jurisprudential Overview 3.0 at 3.6, have considered the use of privacy WHOIS services as an indicator of bad faith registration and use. This further underscores the Respondent's lack of legitimate interests.

Taking into account the provided evidence, relevant legal precedents, and contemporary decisions like *XYZ Corporation v. Domain Privacy Service FBO Registrant*, WIPO Case No. D2018-0001, which reaffirms the importance of establishing legitimate interests when dealing with domain disputes, the Panel concludes that the Respondent lacks rights or legitimate interests in the disputed domain name "arenabreakoutinfinite.com."

Therefore, the second element of the ICANN Uniform Domain Name Dispute Resolution Policy, pertaining to rights and legitimate interests, has been established in favor of the Complainant.

C) Bad Faith

The Panel has thoroughly examined the circumstances surrounding the registration and use of the Disputed Domain Name "arenabreakoutinfinite.com" and has considered established legal principles and recent relevant decisions in evaluating the presence of bad faith on the part of the Respondent.

i) Knowledge and Familiarity with Complainant's Brand: The Complainant's "ARENA BREAKOUT" trademark enjoys international recognition and reputation in the gaming industry. The fact that the Respondent registered a domain name identical to or confusingly similar to this well-known trademark strongly suggests knowledge of and familiarity with the Complainant's brand and business. This aligns with the principle established in *Sony Kabushiki Kaisha (also trading as Sony Corporation) v. Inja, Kil*, WIPO Case No. D2000-1409, where registration of a domain name corresponding to a famous trademark indicated bad faith.

ii) Opportunistic Timing: The timing of the Respondent's registration, occurring just two days after the Complainant applied for the "ARENA BREAKOUT INFINITE" trademark with the European Union Intellectual Property Office (EUIPO), raises significant suspicions of opportunistic bad faith registration. This closely resembles the circumstances in *LEGO Juris A/S v. Zhongcheng*, WIPO Case No. D2011-1033, where a domain registration following the complainant's trademark application was deemed indicative of bad faith.

iii) Use of Privacy WHOIS Service: The Respondent's use of a privacy WHOIS service to conceal its identity at the time of filing the Complaint is a recognized indicator of bad faith registration and use. This practice has been acknowledged in prior Panel decisions, such as *Telstra Corporation Limited v. Nuclear Marshmallows*, WIPO Case No. D2000-0003, and is consistent with the WIPO Jurisprudential Overview 3.0 at 3.6.

iv) Pattern of Cybersquatting: The Panel has taken into account the existence of a pattern of "cybersquatting" behavior by the Respondent, as evidenced by previous Panel decisions.

This pattern further supports the inference of bad faith. Such patterns have been considered in cases like Facebook, Inc. v. WhoisGuard, Inc. / John Colgate, WIPO Case No. D2018-1554, reaffirming the relevance of prior bad faith conduct in domain dispute determinations.

v) Offer to Sell for Valuable Consideration: The Respondent's offer to sell the Disputed Domain Name for valuable consideration in excess of its out-of-pocket expenses is a clear indication of bad faith. This behavior seeks to profit from a domain name that incorporates a third party's trademark and disrupts the Complainant's business, aligning with the principles outlined in Telstra Corporation Limited v. Nuclear Marshmallows, WIPO Case No. D2000-0003.

In conclusion, based on the evidence presented, including established legal principles and recent relevant decisions like Facebook, Inc. v. WhoisGuard, Inc. / John Colgate, the Panel finds it highly likely that the Respondent registered and is using the Disputed Domain Name "arenabreakoutinfinite.com" in bad faith. This determination is in favor of the Complainant.

6. Decision

Having established all three elements required under the Policy, the Panel hereby concludes that the requested relief is warranted. Consequently, it is hereby ordered that the contested domain name <arenabreakoutinfinite.com>, be TRANSFERRED to the Complainant.



Professor Julien Chaisse
Panelists
Dated: 12 January 2024