

.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 Designation for .target TLD

Target Domain Holdings, LLC ("Registry Operator"), in connection with the execution of the Registry Agreement for the .target TLD (the "Registry Agreement"), hereby applies for the .target 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

Trademark Ownership. The **TARGET** trademark is owned by Target Brands Inc., an Affiliate of Registry Operator. As detailed in its new gTLD application for the .target TLD, the statements and representations of which were expressly warranted as true and accurate by Registry Operator by submitting its application under the Top-Level Domain Application Terms and Conditions, Registry Operator is a wholly-owned subsidiary of Target Corporation. Target Brands, Inc., the owner of the United States trademark registration for the **TARGET** mark, is also a wholly-owned subsidiary of Target Corporation. Under the Registry Agreement, "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise. As the owner of all shares of Registry Operator and Target Brands, Inc., Target Corporation has common control over and the power to directly control the Registry Operator and Target Brands, Inc. Thus, Target Corporation and Target Brands, Inc., are Affiliates of Registry Operator.

Registration Timing. The trademark registration for the **TARGET** mark was issued on February 27, 1968 (See Exhibit A), well before ICANN opened its new gTLD application window on January 12, 2012, and before Registry Operator submitted its new gTLD application.

Continuous Trademark Use. Registry Operator's Affiliate Target Corporation and its predecessor have continuously used the **TARGET** mark in connection with all of the services identified in the submitted trademark registration since at least as early as December 10, 1965, and Target Corporation intends to

maintain such use through the Term of the Registry Agreement.

No Punctuation. The **TARGET** mark does not begin with a period or dot. See Exhibit A.

Trademark Unrelated to Registry Services. Registry Operator's Affiliate Target Corporation and its predecessor have continuously used the **TARGET** mark in connection with all of the services identified in the submitted trademark registration since at least as early as December 10, 1965, and Target Corporation intends to maintain such use through the Term of the Registry Agreement. See Exhibit A. The services identified in the submitted trademark registration do not reference the provision of any TLD Registry Service, as defined in Section 2.1 of Specification 6 of the Registry Agreement.

Registrants and DNS Record Control. As detailed in its TLD Registration Policies (See Exhibit B), only Registry Operator, its Affiliates, and its Trademark Licensees are eligible to be registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD.

Non-Generic String. The applied-for .target TLD is not a Generic String TLD as defined in Specification 11 of the Registry Agreement. As defined in Section 3(c) of Specification 11 of the Registry Agreement, "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others. "Target" is not a general class of goods or services, but is a specific brand of goods or services offered by Target Corporation. At the United States Patent and Trademark Office, Trademark Examining Attorneys substantively analyze trademark applications to determine if they are unregistrable for being generic in relation to the applied-for goods and services under Sections 2(e) and 23 of the Trademark Act. See Trademark Manual of Examining Procedure (TMEP) § 1209.01(c) (April 2014 Edition). Registry Operator's Affiliate, Target Brands, Inc., holds a presumptively valid United States trademark registration (Reg. No. 0,845,193) for the **TARGET** mark, meaning that it is the opinion of the United States Patent and Trademark Office that the word **TARGET** is not generic, and that it distinguishes a specific brand of services from the services of others. Indeed, as far as Registry Operator knows, no court of law has ever held that **TARGET** is a generic term for any class of goods or services.

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

Submitted by: [REDACTED]

Position: Contracting Point-of-Contact

And Outside Counsel

Dated: August 31, 2014

Email:



Exhibit A

Trademark Registration

[to be attached by Registry Operator]

United States Patent Office

845,193
Registered Feb. 27, 1968

PRINCIPAL REGISTER Service Mark

Ser. No. 276,714, filed July 24, 1967

TARGET

Target Stores, Inc. (Minnesota corporation)
8700 W. 36th St.
Minneapolis, Minn. 55426

For: RETAIL DEPARTMENT STORE, RETAIL GROCERY STORE, RETAIL BAKERY, PRESCRIPTION COMPOUNDING AND DISPENSING, AND RESTAURANT AND SNACK BAR SERVICES, in CLASS 101.

First use on or about Apr. 30, 1962; in commerce on or about Dec. 10, 1965.

Owner of Reg. Nos. 816,107, 825,086, and others.

M. H. MARKS, *Examiner.*



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Typed Drawing

Word Mark	TARGET
Goods and Services	IC 042. US 101. G & S: RETAIL DEPARTMENT STORE, RETAIL GROCERY STORE, RETAIL BAKERY, PRESCRIPTION COMPOUNDING AND DISPENSING, AND RESTAURANT AND SNACK BAR SERVICES. FIRST USE: 19620430. FIRST USE IN COMMERCE: 19651210
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	72276714
Filing Date	July 24, 1967
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	December 12, 1967
Registration Number	0845193
International Registration Number	0887693
Registration Date	February 27, 1968
Owner	(REGISTRANT) TARGET STORES, INC. CORPORATION MINNESOTA 8700 W. 36TH ST. MINNEAPOLIS MINNESOTA 55426 (LAST LISTED OWNER) TARGET BRANDS, INC. CORPORATION MINNESOTA 1000 Nicollet Mall TPS-3165 Minneapolis MINNESOTA 55403
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Target Brands, Inc.
Prior Registrations	0816107;0825086;AND OTHERS
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECTION 8(10-YR) 20080328.

Renewal 2ND RENEWAL 20080328
Live/Dead Indicator LIVE

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Exhibit B

TLD Registration Policies

[to be attached by Registry Operator]

.target TLD Registration Policy
(August 31, 2014)

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Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the .target TLD.
Affiliate	means an entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of securities, as a trustee or executor, by contract, credit arrangement or otherwise.
Applicant	means an eligible company or organization that applies to register a .target domain name via a dedicated account held with an accredited registrar.
Dedicated Account	means an account held with a registrar and pre-verified by the registry that is required in order to register a domain name during all registration phases.
Domain Name	means a name at the second level within the .target TLD.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
IDN	means Internationalized Domain Name.
Policies	means these .target TLD Registration Policies and any other policy pertaining to the operation of .target including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Registrant	means the entity in whose name a Domain Name is registered, who is the Registry or an affiliate of the Registry.
Registry	means Target Domain Holdings, LLC.
TLD	means Top-Level Domain.
Trademark Claims Notice Service	means one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.
Trademark Clearinghouse	means a repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.
UDRP	means the Uniform Dispute Resolution Policy as described at

<http://www.icann.org/dndr/udrp/policy.htm>.

URS

means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .target TLD, setting out the basic rules and procedures applicable to:
 - any Applicants submitting an Application with the Registry;
 - the Registry;
 - the Accredited Registrars;
 - the Trademark Clearinghouse Operator; and
 - any eligible entity interested in registering a Domain Name.

All other policies governing the operation of the .target TLD are available on the Registry Website.

Launch Phases*

Phase	Length	Description
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to trademark holder.
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Service (Phase 1) will be in effect for at least the first 90 days of General Availability. The Registry will provide at least 4 calendar days’ notice of any changes via the Registry Website.

Chapter 1. Domain Name Registration and Allocation

1.1. Purpose and Principles

The .target TLD is a domain for Target Domain Holdings, LLC and its affiliates. The purpose of .target is to reinforce the TARGET brand on the Internet, provide a uniform online presence, and a trusted and secure namespace in which Internet users can interact with the company.

1.2. Registration Eligibility

1.2.1. Only Registry, its Affiliates, and its trademark licensees are eligible to be Registrants of Domain Names in the .target TLD and control the DNS records associated with domain names at any level in the TLD.

Domain Names in the .target TLD can only be registered to, and maintained by the Registry, its Affiliates, and its trademark licensees. Only companies (the Registry, its Affiliates, and its trademark licensees) are permitted to become Registrants. Individuals, including employees and board members of Target Domain Holdings, LLC, are not eligible to register .target Domain Names. Domain Names and associated website content must comply with the .target content rules and naming rules, if any, posted on the Registry website.

1.2.2 In all phases of registration, Registrants must create a dedicated .target account with a .target accredited registrar in order to apply for a Domain Name registration or to register a Domain Name. Access to the dedicated account is limited to authorized administrative contacts. Applications for dedicated accounts are subject to pre-verification conducted by the Registry and must be signed with the Applicant's company seal or signature of management staff.

1.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, the Registry, its affiliates, and its trademark licensees will be entitled to request the registration of any Domain Name via a .target accredited registrar.

If multiple parties affiliated with the Registry express an interest in registering the same Domain Name, designated personnel will make the decision regarding which party's registration and use of the Domain Name is a higher business priority.

1.4. Domain Name Syntax Requirements; Reserved Names

Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

Article 1.5. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

Article 1.6. Other Provisions

Transfer of Use

Registrants may not sell, distribute or transfer control or use of a .target domain name to any party that is not an Affiliate or trademark licensee of the Registry.

WHOIS Accuracy

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

Article 1.7. Abusive Use and Dispute Resolution

UDRP

UDRP is applicable to all .target registrations.

URS

The URS System is applicable to all .target registrations.

Chapter 2. The Trademark Claims Notice Services

2.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for Trademark holders.

During the first phase of the Trademark Claims Notice Service, registrars will display real-time notices to customers that attempt to register a Domain Name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the Domain Name, the Trademark Holder will receive notice of the registration.

The Trademark Claims Notice Service is facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

2.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Service the (i) Registrar will be required to provide notice to potential Domain Name Registrants if a Domain Name they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term

The Trademark Claims Notice Service applies for the first 90 days after launch of the TLD. The Registry may extend this phase at any time. At least 4 calendar days’ notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day after launch and continue on an ongoing basis, so long as the Trademark Clearinghouse provides it.

Trademark Claims Notices

When a potential Registrant attempts to register a Domain Name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time at the time of registration. The Claims notice MUST be provided in English, and SHOULD be provided in the language of the registrar’s registration agreement. The Claims Notice does not prohibit a Domain Name registration; however an affirmative confirmation from the potential registrant must be required.

Notice of Registered Names (“NORNs”)

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Chapter 3. General Provisions

3.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

3.2. Liability

TO THE EXTENT ALLOWED UNDER GOVERNING LAW, THE REGISTRY SHALL ONLY BE LIABLE IN CASES WHERE WILLFUL MISCONDUCT IS PROVEN. IN NO EVENT SHALL THE REGISTRY BE HELD LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, WHETHER CONTRACTUAL, BASED ON TORT (INCLUDING NEGLIGENCE) OR OTHERWISE ARISING, RESULTING FROM OR RELATED TO THE SUBMISSION OF AN APPLICATION, THE REGISTRATION OR USE OF A DOMAIN NAME OR TO THE USE OF THE SHARED REGISTRY SYSTEM OR REGISTRY WEBSITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO DECISIONS TAKEN BY THE REGISTRY TO REGISTER OR NOT TO REGISTER A DOMAIN NAME.

TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, THE REGISTRY'S AGGREGATE LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE AMOUNTS PAID BY THE ACCREDITED REGISTRAR TO THE REGISTRY IN RELATION TO THE APPLICATION CONCERNED (EXCLUDING ADDITIONAL FEES PAID BY THE APPLICANT TO THE ACCREDITED REGISTRAR OR RESELLER, AND DISPUTE RESOLUTION FEES). THE APPLICANT AGREES THAT NO GREATER OR OTHER DAMAGES MAY BE CLAIMED FROM THE REGISTRY (SUCH AS, BUT NOT LIMITED TO, ANY FEES PAYABLE OR PAID BY THE APPLICANT IN THE CONTEXT OF ANY PROCEEDINGS INITIATED AGAINST A DECISION BY THE REGISTRY TO REGISTER OR NOT TO REGISTER A DOMAIN NAME).

APPLICANTS AND DOMAIN NAME REGISTRANTS SHALL HOLD THE REGISTRY HARMLESS FROM CLAIMS FILED OR DISPUTES INITIATED BY THIRD PARTIES, AND SHALL COMPENSATE THE REGISTRY FOR ANY COSTS OR EXPENSES INCURRED OR DAMAGES FOR WHICH IT MAY INCUR AS A RESULT OF THIRD PARTIES TAKING ACTION AGAINST IT ON THE GROUNDS THAT THE APPLICATIONS FOR OR THE REGISTRATION OR USE OF THE DOMAIN NAME BY THE APPLICANT INFRINGES THE RIGHTS OF A THIRD PARTY.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

3.3. Representations and Warranties

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- it will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and

- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or
- to protect the integrity and stability of the Registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of this Policy, and in particular these representations and warranties.

Article 3.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided in WHOIS information. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

Article 3.5. Severability

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

Article 3.6. Waiver

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 3.7. Compliance with Law

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

Article 3.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 3.9. Applicable Law; Jurisdiction

This Policy, as amended from time to time, will be governed by the laws of the United States.

All matters relating to this Policy and all matters arising out of or related to this Policy, including all disputes, will be governed by the laws of the State of Minnesota, United States of America, without regard to Minnesota's choice of law principles. The exclusive forum and venue for any legal action arising out of or related to this Policy shall be the United States District Court for the District of Minnesota, and Domain Name Registrants submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and Domain Name Registrants submit to the personal jurisdiction of those courts.

Exhibit C

Signed Mark Data File ID Number

[REDACTED]