

## **ADMINISTRATIVE PANEL DECISION**

Formula One Licensing BV v. P.B., GPtickets s.r.o.  
Case No. D2024-3739

### **1. The Parties**

The Complainant is Formula One Licensing BV, Netherlands (Kingdom of the), represented by Sheridans Solicitors, United Kingdom.

The Respondent is P.B., GPtickets s.r.o. / TicketsGP s.r.o., Czech Republic, represented by Pluto Legal, Czech Republic.

### **2. The Domain Name and Registrar**

The disputed domain name <f1lasvegasusa.com> is registered with WEDOS Internet, a.s. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on September 13, 2024. On September 16, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 17, 2024, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

On September 20, 2024, the Center informed the parties in Czech and English, that the language of the registration agreement for the disputed domain name is Czech. On September 30, 2024, the Complainant requested English to be the language of the proceeding. The Respondent objected to the Complainant’s request on September 25, 2024.

The Center verified that the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint in English and in Czech, and the proceedings commenced on October 14, 2024. In accordance with the Rules, paragraph 5, the due date for Response was November 3, 2024. The Response was filed with the Center on November 3, 2024.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on November 7, 2024. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

The Respondent submitted a supplemental filing on November 13, 2024, with an additional annex, and the Complainant submitted a reply on November 20, 2024. The Respondent submitted a reply to the Complainant's filing on November 21, 2024. The Complainant replied on that same day with another supplemental filing.

#### 4. Factual Background

The Complainant is a company registered in Rotterdam, Netherlands that manages trademark licensing for the Formula One group of companies, including Formula One Asset Management Limited (FOAM), the United Kingdom limited company that handles commercial rights for F1 Championship automobile races. FOAM has granted exclusive licensing rights to an affiliate, Formula One World Championship Limited ("FOWC"), another United Kingdom limited company, to use the group's thousands the trademark registrations worldwide for the word and design marks F!, FORMULA 1, FORMULA ONE, GRAND PRIX, and related marks for use in connection with "Formula One" or "F1" races.

The following representative trademark registrations held by the Complainant are relevant to this proceeding:

Mark	Jurisdiction	Registration Number	Registration Date	Goods or Services
F1 FORMULA 1 (words and design)	International (multiple designations)	665317	November 13, 1996	International classes 16, 25, 35; mainly printed matter, clothing, publicity
F1 (word)	International (multiple designations, including Czech Republic)	1087576	December 14, 2010	International classes 3, 4, 6, 7, 9, 11, 12, 14, 16, 18, 25, 28, 32, 33,35, 36, 38, 39, 41, 42, 43; mainly soap and cleaning products, lubricants and fuels, license plates, machines and machine tools, measuring instruments, electrical devices, vehicles and parts, key holders, printed matter, leather goods and bags, clothing, games and toys, drinks, alcoholic beverages, advertising and business management, insurance and finance, telecommunications and entertainment programs, transport and travel, sporting and entertainment, software and computer services, food and drink services

F1 (word)	European Union	009250721	October 28, 2012	International classes 9, 14, 16, 18, 25, 39, 41, 42, 43; mainly software and discs, key rings, printed matter, bags, caps and T-shirts, bus service, sporting activities and entertainment, online software, food and drink services
FORMULA 1 LAS VEGAS GRAND PRIX (word)	United States of America	6016058	March 24, 2020	International classes 3, 6, 9, 14, 16, 18, 21, 25, 28, 35, 38, 41; mainly soap and cleaning products, metal plates and badges, measuring instruments, trophies and jewelry, printed matter, leather goods and bags, appliances and glassware, clothing, toys and games, advertising and business management, communications and broadcasting, education and entertainment

F1 automobile races have been organized since 1950 under the auspices of the Fédération Internationale de l'Automobile (FIA). These F1 race events now include the annual Las Vegas Grand Prix. Over six million people attended F1 races in person in 2023, and another 400-600 million view broadcasts of the races annually in about 189 countries. The F1 social media channels claim over 65 million followers. The Complainant sells tickets online for its F1 race events as well as through authorized F1 race promoters and agents.

The Formula One group operates a website at "www.formula1.com", which includes detailed trademark Guidelines (under the "Legal Notices"). These expressly restrict the authorized use of the Complainant's marks in domain names:

"Domain names

Our Permitted Word Marks [defined to include F1] cannot be incorporated into or registered as domain names for commercialised websites. Use of our Permitted Word Marks in domain names for unlawful and deceptive purposes such as cybersquatting and typosquatting will not be tolerated.

Use within domain names for non-commercialised websites (e.g., Fan sites or news sites) may be tolerated at our discretion.

Our Permitted Word Marks may be used after a domain name as a sub-resource but not as a prefix sub-domain so long as the use does not make any unauthorised association with third parties. For example, 'www.racingfanatic.com/formula1' is acceptable, 'www.formula1.racingfanatic.com' is not."

In addition to the domain name used for its website at "www.formula1.com", the Complainant holds numerous other domain names incorporating the "F1" mark, as well as multiple F1-labelled social media accounts and mobile apps.

The Registrar reports that the disputed domain name was created on September 26, 2022, and is registered to the Respondent P.B. of GPTickets s.r.o., Czech Republic. It appears that this company is now succeeded by TicketsGP, s.r.o., the company that filed the Response in this proceeding and that is shown as the operator of the website associated with the disputed domain name.

The disputed domain name resolves to a website (the “Respondent’s website”) available in six language versions (English, Spanish, French, German, Italian, and Dutch) headed “GP Las Vegas” with information about F1 GP (Formula 1 Grand Prix) automobile racing events in Las Vegas, Nevada, United States of America; Las Vegas Strip Circuit automobile racing in Las Vegas and nearby Paradise, Nevada; and travel and tourism in Las Vegas and Nevada, including links for hotels, restaurants, rental accommodations, and campgrounds. A “Tickets + VIP” page allows site visitors to purchase tickets to upcoming F1 Grand Prix events in Las Vegas, with this introduction: “Get your official F1 Las Vegas 2024 tickets online at the best price and join the Las Vegas Grand Prix 2024.”

The Respondent’s website includes a “Contact” page and shows the Respondent TicketsGP, s.r.o. as the website operator, at the same postal address given in the contact details for the disputed domain name registration. The Respondent’s website also links to the Respondent’s website at “www.tickets.gp” and two other websites operated by the Respondent, “d” and “www.gpcamping.com”. The Respondent’s website at “www.tickets.gp” is an English-language site selling tickets to Formula 1 Grand Prix automobile racing events and Moto Grand Prix motorcycle racing events worldwide.

The Respondent TicketsGP, s.r.o. has launched similar websites focused on the Complainant’s F1 Championship races in other countries, using domain names following the same pattern, adding “F1” to the geographic identifier for the race. These include <barcelonaf1.com>, <f1spa.com>, <f1italy.com>, <f1hungary.com>, <f1-dutch.com>, <f1netherlands.com>, <azerbaijanf1.com>, <f1-singapore.com>, <f1-mexico.com>, <brasilf1.com>, and <f1-qatar.com>. Altogether, the Complainant has discovered some 20 domain names of similar composition registered by the Respondent to date. The associated websites that are currently active share the same layout and graphics as the Respondent’s website at issue in the present case, and like the Respondent’s website in this instance, they typically present information about local race events, accommodations, entertainment, and attractions in addition to offering information and tickets for the Complainant’s F1 race event in the country at issue.

The Complainant’s representatives sent cease-and-desist letters to the Respondent in 2023 and 2024. The Respondent declined to discontinue its use of the disputed domain name or the other similar domain names incorporating the Complainant’s F1 mark. The Respondent added a disclaimer as a footer on the Respondent’s website, however:

“This website is unofficial and is not associated in any way with the Formula 1 companies. F1, FORMULA ONE, FORMULA 1, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX and related marks are trade marks of Formula One Licensing B.V.”

The Complainant attaches evidence nevertheless of actual consumer confusion, with instances of queries as to the source or sponsorship of the Respondent’s website and tickets obtained through it.

## **5. Parties’ Contentions**

### **A. Complainant**

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is confusingly similar to its F1 marks, as it incorporates the entirety of the F1 mark. The Complainant denies that the Respondent is authorized to use the mark in domain names and argues that there is a high risk of implied affiliation in the construction of the

disputed domain name. The Complainant argues that the Respondent's website is clearly more than an informational "fan site" providing information about the Grand Prix race, as it includes a section offering tickets for sale and collection customer details for tickets listed as "coming soon". Moreover, this site links to the Respondent's site at "www.tickets.gp", where tickets are sold for a variety of motor sport events. Thus, the Respondent's use of the Complainant's mark does not meet the standard for limited, "nominative" fair use as described in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#) ("*Oki Data*") and following decisions.

The Complainant contends that the registration and use of the disputed domain name reflects bad faith by creating a likelihood of confusion with the F1 mark to attract Internet users to the Respondent's website for commercial gain. The Complainant cites supporting examples of bad faith, such as trademark and copyright infringement on the Respondent's website, which reproduces material from the Complainant's websites without permission such as the F1 mark and copyrighted race circuit maps. The Complainant argues that the fine-print disclaimer added to the bottom of pages on the Respondent's website is insufficient to avoid consumer confusion, either initially or on visiting the site, and that the Respondent continues to act in bad faith by registering and operating this website and many others with domain names incorporating the Complainant's well-known and distinctive F1 mark. The Respondent, which is not an authorized reseller, competes with the Complainant in selling F1 event tickets, and so the Complainant argues in addition that the Respondent registered and used the disputed domain name in an attempt at "disrupting the business of a competitor".

## **B. Respondent**

The Respondent does not dispute that the Complainant has trademark rights but argues that the Respondent operates a legitimate business reselling F1 event tickets, which cannot be described without using the term F1 to identify the nature of the goods being resold. The Respondent invokes trademark law concepts of "trademark exhaustion" and "referential use": once the Respondent lawfully purchases F1 event tickets, the Complainant cannot further restrict those goods in the marketplace, and the Respondent is entitled accurately to identify them on resale.

In the Policy framework, the Respondent contends that it meets the *Oki Data* criteria for legitimate fair use: the Respondent is actually offering the trademarked goods; it accurately discloses its relationship with the Complainant (using disclaimer language based on the Complainant's own published intellectual property guidelines); its website sells only the trademarked goods; and it does not try to "corner the market" in domain names corresponding to the mark. The Respondent states that its resale of tickets is legal, based in many cases on contracts with the F1 circuits and programs, citing in particular F1 Experience and Formula One Digital Media Limited, even if the Respondent is not directly authorized by the Complainant. UDRP panels have accepted that even unauthorized resellers may make legitimate referential use of a mark in their domain names, if they meet the *Oki Data* criteria. See *Lise Charmel Industrie v. Laurela Inc., Alexander Kargin-Utkin, / Domains By Proxy LLC*, WIPO Case No. [D2012-1874](#).

The Respondent argues that it has acted in good faith. It claims that it is not in competition with the Complainant but extends awareness of the Complainant's events and expands its fan base. The Respondent says that it started the Respondent's website as a "fan site" but expanded to ticket resale to "fill a gap in the market" to help consumers learn about and prepare to attend F1 events. The Respondent insists that it provides only accurate information and legitimate event tickets. It points to an "excellent" rating on a customer review site and notes that it avoids consumer confusion with the Complainant not only with a disclaimer but by displaying its own logo rather than the Complainant's, both on the Respondent's website and on the customer review site. The Respondent has deliberately avoided a website layout and appearance similar to the Complainant's. The Respondent denies reproducing any of the Complainant's copyrighted material. Finally, the Respondent suggests that it is not surprising that some individuals have queried the legitimacy of the reseller sites, as ticket scams are common, but argues that there is no evidence on this record that consumers have confused the Respondent with the Complainant or that the Respondent has encouraged such confusion. It responds to posts on third-party sites only in its own name as "TicketsGP".

## 6. Discussion and Findings

### Language of the Proceeding

The Complaint was filed in English, and the Complainant requested that the proceedings be conducted in English, observing that this is the language of the disputed domain name and the associated website. The Respondent, located in the Czech Republic and represented by Czech legal counsel, objected to the alleged inconvenience of proceeding in English and pointed out that the language of the registration agreement for the disputed domain name is Czech.

Pursuant to the Rules, paragraph 11(a), by default, in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement. However, paragraph 10 of the Rules vests a panel with authority to conduct the proceedings in a manner it considers appropriate while also ensuring that the parties are treated with equality and that each party is given a fair opportunity to present its case.

This issue is addressed in the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)), section 4.5.1:

“Against this background, panels have found that certain scenarios may warrant proceeding in a language other than that of the registration agreement. Such scenarios include (i) evidence showing that the respondent can understand the language of the complaint, (ii) the language/script of the domain name particularly where the same as that of the complainant’s mark, (iii) any content on the webpage under the disputed domain name, ... (v) prior correspondence between the parties, (vi) potential unfairness or unwarranted delay in ordering the complainant to translate the complaint, (vii) evidence of other respondent-controlled domain names registered, used, or corresponding to a particular language, ... or (x) other indicia tending to show that it would not be unfair to proceed in a language other than that of the registration agreement.”

In this case, it is clear that the Respondent and its counsel are quite proficient in English. The parties have corresponded concerning this matter in English before the current proceeding, and the Respondent has already submitted an articulate Response and supplemental filing in English. The disputed domain name is in English, and the associated website is published in English and five other languages – none of them Czech. Similarly, the Respondent operates more than a dozen other fully developed websites that the Panel has examined in connection with this proceeding, all of them either exclusively in English or in English and other languages (usually not including Czech). Moreover, the relevant materials submitted by both parties – indeed, all of the documentary evidence apart from the standard registration agreement and the Respondent’s company registration – are in English.

Having considered all the matters above, the Panel finds that the Respondent has had a fair opportunity to present its case and there is no sufficient reason to countenance a delay in the proceedings to translate materials into the Czech language. The Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

### Supplemental Filings

Unsolicited supplemental filings are generally discouraged in the interest of an expeditious proceeding and maintaining the limits set for the length of pleadings. Panels may consider such material in “exceptional circumstances”. [WIPO Overview 3.0](#), section 4.6.

The Respondent submitted an email dated November 6, 2024 (after the filing of the Response) “proving cooperation with F1 Experiences”. The Respondent argues that this is proof that the Complainant “knew about the Respondent’s business” and “also de facto agreed with it”. The Complainant’s supplemental filing disputes these factual conclusions, establishing that F1 Experiences is a licensee not an affiliate of the Complainant and that the Respondent’s correspondence and transactions with F1 Experience were

conducted in the name of Tickets GP, not with reference to the disputed domain name. The Respondent's second supplemental filing offers additional evidence of transactions with F1 Experiences and explains that the Respondent uses the mark TICKETS GP as its "umbrella brand" and emails based on the <tickets.gp> domain name for communications, just as it links to its "main website" at "www.tickets.gp" from the Respondent's website at issue here for Terms and Conditions. The Complainant's second supplemental filing states that the Respondent's second supplemental filing confirms that the Respondent is not an authorized reseller, since it merely purchased some tickets from F1 Experiences, and that there is no legitimate reason or explanation as to why the Respondent has chosen to incorporate the F1 mark in the disputed domain name.

The Panel finds this additional material of limited probative value, as discussed further below, but accepts the supplemental submissions for consideration insofar as they concern material that came into existence after the pleadings were filed.

### **A. Identical or Confusingly Similar**

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. [WIPO Overview 3.0](#) section 1.7.

The Complainant has shown rights in respect of a trademark or service mark (here, the F1 marks) for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the F1 mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms (here, the geographical terms "las vegas usa") may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel finds the first element of the Policy has been established.

### **B. Rights or Legitimate Interests**

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

The Respondent argues that its use of the F1 mark in the disputed domain name is a legitimate fair use as a reseller's necessary reference to the goods at issue, meeting the *Okí Data* criteria employed in many UDRP decisions. [WIPO Overview 3.0](#), section 2.8. *Okí Data* recognizes that any relevant agreement between the parties would nevertheless control.

The Respondent suggests, particularly in the supplemental filings, that its use was authorized, or at least that it was "known" to the Complainant and therefore "de facto" agreed. The evidence does not go that far, however. Clearly, the Respondent has been able to purchase F1 tickets for resale from a licensee of the Complainant, under the Respondent's trading name Tickets GP, but there is nothing whatsoever that affirmatively indicates that the Complainant licensed the use of the F1 mark in the disputed domain name. The Complainant's published trademark policy and its correspondence with the Respondent support the Complainant's denial of any such intention or legal effect.

The composition of the disputed domain name is itself problematic. The F1 term identical to the mark bears a high risk of false association as it lacks a potentially distinguishing additional term such as "tickets" or "resale" -- or "parts" in the original *Okí Data* case. Geographical terms such as "Las Vegas USA" are likely to

suggest sponsorship or affiliation with the trademark holder when they are relevant to the complainant's business. See *AB Electrolux v. Handi Sofian, Service Electrolux Lampung*, WIPO Case No. [D2016-2416](#). See WIPO Overview section 2.5.1 ("At one end, certain geographic terms (e.g., <trademark-usa.com>, or <trademark.nyc>), or terms with an 'inherent Internet connotation' (e.g., <e-trademark.com>, <buy-trademark.com>, or <trademark.online>) are seen as tending to suggest sponsorship or endorsement by the trademark owner"); see also in a national court context, *Toyota Motor Sales v. Tabari*, 610 F.3d 1171 (2010) "Sites like trademark-USA.com, trademark-of-glendale.com or e-trademark.com will also generally suggest sponsorship or endorsement by the trademark holder."

In any event, the Respondent's use of the disputed domain name does not pass muster under all of the *Oki Data* criteria, which have been applied to both authorized and unauthorized resellers. The Respondent's website does offer resold F1 event tickets, but it also advertises third-party amenities such as hotels and restaurants in the area where the race takes place.

The Respondent's website also links to the Respondent's other websites selling tickets for unrelated motor sports events such as motorcycle racing, as well as the Respondent's rentals of "hotel tents" and camping facilities near race facilities in many countries.

This goes beyond the limited referential use contemplated in *Oki Data* and following decisions, promoting other businesses of the Respondent and third parties. In registering at least 20 domain names comprised of "F1" plus a relevant geographic name, it reasonably may be concluded as well that the Respondent has tried to "corner the market" on at least one kind of domain name, ".com" domain names that combine the F1 mark with the locations of F1-branded championship races. The Respondent also itself refers to its "umbrella brand" and "main website" at [www.tickets.gp](http://www.tickets.gp).

On this record, the Panel finds that the Respondent does not demonstrate a legitimate, fair-use interest in the disputed domain name and concludes that the second element of the Policy has been established.

### **C. Registered and Used in Bad Faith**

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Panel observes that the Respondent was admittedly aware of the Complainant and its F1 marks but claims a right to use "F1" referentially in the disputed domain name as a reseller. As discussed above, the Respondent's arguments for a fair use "exception" fail, as the Respondent has not avoided false association in the composition of the disputed domain name, and the associated website promotes or links to unrelated businesses, as well as reselling F1 tickets. This conduct also is consistent with the example of bad faith found in the Policy, paragraph 4(b)(iv), creating a likelihood of confusion with the Complainant's mark in an attempt to attract Internet users for commercial gain.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances also may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1. Here, registering a large number of similarly offending domain names, copying some material from the Complainant's website (apparently at least the circuit outline), and relegating the disclaimer of affiliation to extremely small print in a footer on the Respondent's website all support an inference of bad faith within the meaning of the Policy.

The Panel finds that the Complainant has established the third element of the Policy.

## 7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <f1lasvegasusa.com> be transferred to the Complainant.

*/W. Scott Blackmer/*

**W. Scott Blackmer**

Sole Panelist

Date: November 21, 2024.