

ADMINISTRATIVE PANEL DECISION

Yggdrasil Malta Limited v. cao li xiang
Case No. D2024-3921

1. The Parties

The Complainant is Yggdrasil Malta Limited, Malta, represented by Aera A/S, Denmark.

The Respondent is cao li xiang, China.

2. The Domain Name and Registrar

The disputed domain name <yggdrasil-game.com> is registered with Gname.com Pte. Ltd. (the “Registrar”).

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on September 25, 2024. On September 25, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 26, 2024, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 26, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint in English on September 30, 2024.

On September 27, 2024, the Center informed the parties in Chinese and English, that the language of the registration agreement for the disputed domain name is Chinese. On September 30, 2024, the Complainant requested English to be the language of the proceeding. The Respondent did not submit any comment on the Complainant’s submission.

The Center verified that the Complaint together with the amended 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 in English and Chinese of the Complaint, and the proceedings commenced on October 3, 2024. In accordance with the Rules, paragraph 5, the due date for Response was October 23, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on October 24, 2024.

The Center appointed Jonathan Agmon as the sole panelist in this matter on November 1, 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.

4. Factual Background

The Complainant is a provider of online gaming solutions for i-gaming operators. Founded in 2013, the Complainant currently has offices in Poland, Sweden, Gibraltar, United Kingdom, and Malta. The Complainant's business provides mainly Casino Slots, Table Games, and Bingo, and currently has over 150 games on the market. The Complainant asserts that it is one of the industry's most respected and acclaimed suppliers. The Complainant has acquired gambling licenses in many jurisdictions, and its gaming software is offered by recognizable casinos such as William Hill, Mr Green, Betsson, Leo Vegas, Unibet, and Ladbrokers.

The Complainant owns various YGGDRASIL trademarks, including the following:-

- European Union trademark registration no. 015691959, for YGGDRASIL, registered on November 4, 2016;
- European Union trademark registration no. 018563621, for YGGDRASIL, registered on January 20, 2022;
- European Union trademark registration no. 017763699, for  **YGGDRASIL**, registered on June 30, 2018;
- European Union trademark registration no. 018325683, for YGGDRASIL MEGAPOT, registered on March 10, 2021;
- European Union trademark registration no. 015059959, for YGGDRASIL GAMING, registered on July 20, 2016;

The Complainant owns various domain names, including:-

- Its official domain name, <yggdrasilgaming.com>, registered on June 21, 2012; and
- <yggdrasil.games>, registered on September 21, 2016;

The disputed domain name was registered on November 23, 2023, and resolves to a website prominently displaying the Complainant's YGGDRASIL device trademark and purportedly offering some games which have identical logos to the games offered by the Complainant. The website also states that it is licensed and regulated by the Malta Gaming Authority with a license number which is identical to the license number displayed on the Complainant's website "www.yggdrasilgaming.com".

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 the Complainant's YGGDRASIL trademark in which it has rights. The disputed domain name incorporates the entirety of the Complainant's YGGDRASIL trademark with the addition of the generic descriptive word "game", a hyphen, and the generic Top level Domain ("gTLD") ".com". The addition of the term "game" or a hyphen does not impact the overall impression of the dominant part of the "Yggdrasil" term, which is highly distinctive. The Complainant asserts that given the fame of its YGGDRASIL trademark, Internet users may mistake an endorsement between an email sent using the disputed domain name "@yggdrasil-game.com" and the Complainant. This is especially so since the Complainant's official website is at the domain name <yggdrasilgaming.com>.
- The Respondent has no rights or legitimate interests in the disputed domain name. The Complainant has used its YGGDRASIL trademark for a long and continuous time. The Respondent is not affiliated or related to the Complainant in any way. The Complainant has not licensed or authorized the Respondent to use its YGGDRASIL for any purpose, including in connection with a website or email communication. The Respondent is not generally known by the disputed domain name and has not acquired any trademark or service mark rights in YGGDRASIL. Given that the YGGDRASIL trademark is exclusively associated with the Complainant, it is not possible to conceive of any plausible or actual contemplated use of the disputed domain name by the Respondent that would not be illegitimate, as it would inevitably result in taking advantage of the Complainant's rights.
- The disputed domain name was registered and is being used in bad faith. The Complainant asserts that from the composition of the disputed domain name, it is clear that the Respondent must have known of the Complainant's trademark at the time of registration of the disputed domain name. The only reason for choosing the words "Yggdrasil" or "Yggdrasil-gaming" was to trade off the goodwill and reputation of the Complainant's trademark, or otherwise cause a false association, sponsorship, or endorsement with the Complainant. The Respondent's website displays the Complainant's YGGDRASIL trademark without authorization, which misleads consumers into believing that there is an affiliation between the Complainant and the Respondent, and also diverts traffic away from the Complainant's own webpage. The Complainant also asserts that the Respondent is profiteering off the Complainant's goodwill, and also falsely claims to have acquired gaming/gambling licenses which allow the Respondent to operate a gaming/gambling website. The absence of contact information on the Respondent's website is suggestive of bad faith on the part of the Respondent. In fact, the fact that the Respondent utilized a privacy service and hid his identity and contact information is indicative of bad faith.

B. Respondent

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

6. Discussion and Findings

6.1 Preliminary Issue: Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is Chinese. Pursuant to the Rules, paragraph 11(a), 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.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that:-

- The disputed domain name comprises of Latin characters;
- The Respondent's website contains some information in English;

- The Complainant is unable to communicate in Chinese, and translating the Complaint and would impose an unfair disadvantage and significant burden on the Complainant by delaying proceedings and imposing financial burdens.

The Respondent did not make any specific submissions with respect to the language of the proceeding.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs (see WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.5.1).

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

6.2 Substantive Issues

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 for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the 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, hyphen and the word "game", may bear on assessment of the second and third elements, the Panel finds the addition of such a 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.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence

demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

There is no evidence that the Respondent is commonly known by the disputed domain name or that he was licensed or authorized by the Complainant to use the YGGDRASIL trademark or to register the disputed domain name. The Complainant's use and registration of the YGGDRASIL trademark long predates the registration date of the disputed domain name.

The Respondent failed to rebut the prima facie case established by the Complainant has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain names such as those enumerated in the Policy or otherwise.

The Panel finds 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 this case, the Respondent's website prominently displays the Complainant's YGGDRASIL trademark at the top of the webpage and even claims to have acquired various licenses from gaming authorities, which the Complainant states is false. The webpage is in the Korean language except for logos/pictures of the games, which are in the English language. Some of the games have identical logos to the games offered by the Complainant, and the logos of the games purportedly offered by the Respondent may be mistaken by Internet users to be the Complainant's games, and by extension, originate from the Complainant. Moreover, the Respondent's website displays, in both English and the Korean Language, the Complainant's name, alongside phrases that translate to "Yggdrasil recommended slot site", and "Yggdrasil top game" ("이그드라실추천 슬롯 사이트" and "이그드라실 top 게임", with "이그드라실" being the Korean translation of "Yggdrasil"). This, to a Korean-speaking Internet user, is sufficient to create a false association between the Respondent's webpage and the Complainant.

The display of the Complainant's YGGDRASIL trademark, and numerous references to "yggdrasil" and gaming, together with the display of images of the Complainant's games, are on the whole, clear evidence that the Respondent registered and intended to use the disputed domain name in bad faith to profit off the goodwill of the Complainant's YGGDRASIL trademark.

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 <yggdrasil-game.com> be transferred to the Complainant.

/Jonathan Agmon/

Jonathan Agmon

Sole Panelist

Date: November 14, 2024