

## **ADMINISTRATIVE PANEL DECISION**

Corredor Empresarial S.A. v. Theano Andreou, Creative Alliance Solutions Limited

Case No. D2025-0646

### **1. The Parties**

The Complainant is Corredor Empresarial S.A., Colombia, represented by Wolf Mendez Abogados Asociados S.A.S., Colombia.

The Respondent is Theano Andreou, Creative Alliance Solutions Limited, Comoros, represented by Dotan Baruch, Israel.

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

The disputed domain name <betplays.com> is registered with NameCheap, Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 18, 2025. On February 19, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On the same day, 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, Withheld for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 20, 2025, 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 on February 25, 2025.

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 of the Complaint, and the proceedings commenced on February 28, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 20, 2025. Following a request by the Respondent, the

Center extended pursuant to paragraph 5(b) of the Rules the time for filing of the Response to March 24, 2025. The Response was filed with the Center March 24, 2025.

The Center appointed Warwick A. Rothnie, Martin Michaus Romero, and Assen Alexiev as panelists in this matter on May 21, 2025. The Panel finds that it was properly constituted. Each member of 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 Colombian company, established on September 25, 2008, which provides gambling services including betting and online casinos. One of the brands it offers gambling services under is BETPLAY. It has been the sole concessionaire for BETPLAY in Colombia since 2017. The Complainant offers its online betting services through the website at “www.betplay.com.co”. The Complainant also owns a number of other domain names which include the term “betplay”.

As BETPLAY, it is the main sponsor of the Colombian professional football league and, according to statistics reported in “La Republica” on November 19, 2024, the Complainant’s BETPLAY services had captured 51 per cent of the online betting market in Colombia. The Complainant’s X (formerly Twitter) account in Colombia was established in 2017, and has 68,000 followers; its Colombian Instagram account, 174,000 followers, and its Colombian YouTube account, 54,500 subscribers.

The Complaint includes evidence that the Complainant is the owner of a number of registered trademarks in Colombia, such as Registered Trademark No 579286, which has been registered since November 22, 2017, for a range of goods and services in International Classes 9, 16, 28, 35, 41, and 42 for the following mark:



which includes in the specified International Class 41 services gambling services.

The Complaint also includes evidence that the Complainant has registered this trademark in Brazil, Chile, Costa Rica, Ecuador, Mexico, Panama, Paraguay, Peru, and Puerto Rico. The Complainant also has several registered trademarks in Brazil for the plain word mark.

The disputed domain name was registered on March 8, 2006, and resolves to a website offering gambling/online betting services.

It appears from the Response, however, that the Respondent or one of its related companies has been using the disputed domain name only since September 2022. Thus, Creative Alliance NV (which the Response describes as the Respondent’s “sister company”) began using the website then under the aegis of a licence issued by the Gaming authorities in Curaçao. Since August 2024, however, the Respondent itself has been using the disputed domain name pursuant to a gaming licence issued by the Autonomous Island of Anjouan, Union of Comoros. According to a notice on the Respondent’s website hosted at the disputed domain name, the website itself is “managed” by CSAL Creative Alliance Solutions, a company based in Cyprus “for and on behalf of” the Respondent.

#### **5. Discussion and Findings**

Paragraph 4(a) of the Policy provides that in order to divest the Respondent of a disputed domain name, the Complainant must demonstrate each of the following:

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

Paragraph 15(a) of the Rules directs the Panel to decide the Complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

#### **A. Preliminary matters – Respondent’s Motion to Dismiss**

The Respondent claims as a preliminary matter that the Complaint should be dismissed for failure to disclose material facts. The Respondent contends that the Complainant has failed to disclose the limited nature of its concession and so the Complaint should be dismissed pursuant to paragraph 15(e) for bad faith. The Respondent also contends that the Complaint is in breach of the certification requirement under paragraph 3(b)(xiii) of the Rules.

The Panel is far from convinced that the Complainant did fail to disclose the limited nature of its concession – being the exclusive concessionaire of BETPLAY for Colombia as that is in fact what the Complainant has claimed in addition to its ownership of registered trademark in a number of other jurisdictions. Moreover, it is well-established under the Policy that a complaint may be brought legitimately under the Policy – and succeed – where the complainant holds trademark rights in only one jurisdiction.

#### **B. Preliminary matters – Translation**

Noting that the language of the proceeding is English (Rules paragraph 11), the Respondent points out that almost all of the material in the Annexes submitted by the Complainant in support of the Complaint are in Spanish. Accordingly, the Respondent demands that the Complainant be required to withdraw that material and submit it with translations into English or be precluded from relying on the material.

In many, if not most, situations there would be considerable force in the Respondent’s objection as it is a fundamental requirement of the Policy that the Parties be treated with equality and each be given a fair opportunity to present its case. Rules paragraph 10(b). A basic requirement for a party to be given a fair opportunity to present its case is that it should know what is being alleged against it and the material relied on to support those allegations.

Paragraph 11 of the Rules aims to serve that requirement by specifying that the Complaint must be in the language of the registration agreement that the Respondent has voluntarily chosen to use. The assumption presumably being that, if the Respondent has voluntarily chosen to enter into binding legal relations in that language, the Respondent has some basic competence in that language. The need for some rule is obvious where disputes may involve parties from different jurisdictions and speaking different languages.

The rule is not absolute, however, and is the default rule only. Paragraph 11(a) of the Rules expressly empowers the Panel to determine that a language other than the language of the registration agreement will be the language of the proceeding. See also [WIPO Overview 3.0](#), section 4.5. Panels may exercise that discretion of their own motion or, more typically, on the application of one or the other party.

These rules and the underlying objective of notice would usually require that annexed material submitted in support of the Complaint should also include a fair translation of the material. The Panel notes, however, that paragraph 11(b) of the Rules empowers the Panel to order that documents submitted in languages other than the language of the proceeding be translated (in whole or in part) into that language. At the very least, paragraph 11(b) implies that it is not mandatory that all documents must be submitted in the language of the

proceeding or, if not, accompanied by a translation. Given the importance of the fundamental rule prescribed in paragraph 10(b) of the Rules, the guiding principle must be the requirements of fair notice.

The fact that almost the entirety of the Annexes submitted by the Complainant are in Spanish rather than the language of the proceeding is a highly significant factor. The Panel would ordinarily consider that translations should be submitted if the Complainant wishes to rely on this material. In the present case, however, the material is comprised of registered trademark details extracted from the relevant registries, the Complainant's concessionaire agreement and a media report. Secondly, the Respondent appears to have understood the nature of the case sufficiently clearly to address it fully. Thirdly, even taking the Complainant's case at its highest, such an order would lead to unnecessary costs to no good purpose in light of the conclusions the Panel reaches below.

### **C. Identical or Confusingly Similar**

The first element that the Complainant must establish is that the disputed domain name is identical with, or confusingly similar to, the Complainant's trademark rights.

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 of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

The Complainant has proven ownership of numerous figurative trademarks and some plain word mark registrations for BETPLAY.

In undertaking the comparison of the disputed domain name to the Complainant's trademark, it is permissible in the present circumstances to disregard the generic Top-Level Domain ("gTLD") component as a functional aspect of the domain name system. [WIPO Overview 3.0](#), section 1.11.1.

It is also usual to disregard the design elements of a trademark under the first element as such elements are generally incapable of representation in a domain name. Where the textual elements have been disclaimed in the registration or cannot fairly be described as an essential or important element of the trademark, however, different considerations may arise. See for example, [WIPO Overview 3.0](#), section 1.10. The figurative elements of the Complainant's trademarks are not so dominating that the verbal element cannot be considered an essential or important part of the trademarks in this case. Accordingly, it is appropriate to apply the usual rule.

Disregarding the ".com" gTLD, therefore, the disputed domain name consists of the Complainant's registered trademark with the letter "s" added at the end.

The Respondent contends that there can be no confusing similarity as "bet" and "play" are generic terms in the gambling industry. It also points to a significant number of third parties who also use the term "betplay" for online gambling sites including "www.argentina-betplay.com", "www.betplay.io", "www.betplay.com.au", "www.betplay.vip", to name a few. Other websites use the term "playbet" as part of their domain name – <playbet.net>, <playbet.co.za>, <playbet.com>, <playbet.co.ke>, <playbet.io>, <playbet.casino>, and more."

These arguments, however, misunderstand the nature of this requirement under the Policy. The comparison of the disputed domain name to the Complainant's trademark simply requires a visual and aural comparison of the disputed domain name to the proven trademark. This test is narrower than, and thus different to the question of "likelihood of confusion" under trademark law. Therefore, questions such as the scope of the trademark rights, the geographical location of the respective parties, the date they were acquired and other considerations that may be relevant to an assessment of infringement under trademark law are not relevant at this stage. Such matters, if relevant, may fall for consideration under the other elements of the Policy. See e.g. [WIPO Overview 3.0](#), section 1.7.

As this requirement under the Policy is essentially a standing requirement, therefore, the pluralisation of the Complainant's trademark does not preclude a finding of confusing similarity. See e.g. [WIPO Overview 3.0](#), section 1.9. Apart from anything else, the Complainant's trademark remains visually and aurally recognisable within the disputed domain name.

Accordingly, the Panel finds that the Complainant has established that the disputed domain name is identical with the Complainant's trademark and the requirement under the first limb of the Policy is satisfied.

#### **D. Rights or Legitimate Interests**

As the Complaint must fail in light of the Panel's finding below on registration and use in bad faith, no good purpose would be served by considering this requirement under the Policy.

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

Under the third requirement of the Policy, the Complainant must establish that the disputed domain name has been both registered and used in bad faith by the Respondent. These are conjunctive requirements; both must be satisfied for a successful complaint: see e.g., *Group One Holdings Pte Ltd v. Steven Hafto*, WIPO Case No. [D2017-0183](#).

Generally speaking, a finding that a domain name has been registered and is being used in bad faith requires an inference to be drawn that the respondent in question has registered and is using the disputed domain name to take advantage of its significance as a trademark owned by the complainant.

In the present case, and based on the available record, the Panel does not think that conclusion can be drawn notwithstanding the fame of the Complainant's trademark within Colombia itself.

While the Complainant does own registered trademarks for its trademark in a number of Latin American countries, it does not own registrations in others. More importantly, so far as the evidence before the Panel stands, it appears that the Complainant is only the exclusive concessionaire of "betplay" for Colombia, and is licensed to provide, and provides, its gambling services only in Colombia.

This is significant as, first, the Respondent claims it does not have any customers in Colombia and has not promoted its services within Colombia. Secondly, and importantly, this is reinforced by the evidence before the Panel that the Colombian authorities permit only persons with an address in Colombia to provide online gambling services and, further, those authorities block access to gaming sites outside Colombia including blocking access to the Respondent's site.

Thirdly, as noted above, there appear to be a number of other persons or sites around the world operating gaming sites including the term "betplay" who do not appear to be on the record before the Panel to be associated with the Complainant.

The website hosted at the disputed domain name has a different look and feel to the website of the Complainant.

Fourthly, the Panel notes that the Respondent is licensed to provide online gaming services by the authorities in Anjouan where the Respondent is located. In the absence of evidence about the extent to which those authorities took into account the extent to which the Respondent's trademark conflicted with other persons' trademarks, this consideration would not necessarily be decisive in and of itself. In combination with the other matters already referred to, however, it is a factor to be taken into account. In these circumstances, the Panel finds that the Complainant has not established that the Respondent is targeting the Complainant's trademark, and so has not proved that the Respondent registered and is using the disputed domain name in bad faith.

Accordingly, as the Complainant cannot establish all three requirements under the Policy the Complaint must fail.

#### **F. Reverse Domain Name Hijacking**

The Respondent has requested the Panel to make a finding on whether the Complaint was brought in bad faith pursuant to paragraph 15(e) of the Rules. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16. The Panel finds that, although the Complaint was not successful, the Panel does not consider that a finding of Reverse Domain Name Hijacking is appropriate in all the circumstances of the case.

#### **6. Decision**

For the foregoing reasons, the Complaint is denied.

*/Warwick A. Rothnie/*

**Warwick A. Rothnie**

Presiding Panelist

*/Martin Michaus Romero/*

**Martin Michaus Romero**

Panelist

*/Assen Alexiev/*

**Assen Alexiev**

Panelist

Date: June 4, 2025