

ADMINISTRATIVE PANEL DECISION

Fédération Internationale de Football Association (FIFA) v. isaac rabinowitsch
Case No. D2025-3774

1. The Parties

The Complainant is Fédération Internationale de Football Association (FIFA), Switzerland, represented by K&L Gates, Australia.

The Respondent is isaac rabinowitsch, United States of America (“United States”).

2. The Domain Name and Registrar

The disputed domain name <fifapackages.com> (the “Disputed Domain Name”) is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 17, 2025. On September 17, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On September 18, 2025, 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 (Domains By Proxy, LLC / FIFA Packages) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 18, 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 September 22, 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 September 25, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 15, 2025. The Respondent sent email communications to the Center on September 18, 2025 and September 26, 2025.

The Center appointed Nicholas Weston as the sole panelist in this matter on October 22, 2025. 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 the world governing body of “association football” and organizer of the quadrennial FIFA World Cup, among other international football tournaments. Official hospitality and travel packages as well as tickets are made available by the Complainant directly and through its official sales channels, including those for the FIFA World Cup 2026 (FWC26). For the 2019-2022 financial period, FIFA revenue totalled USD 7.6 billion. The Complainant cites its registrations for the trademark FIFA and variations of it in numerous countries, including, for example, International Registration No. 633108 for the word FIFA registered on February 22, 1995 in classes 25 and 28.

The Complainant owns the domain name <fifa.com>, which hosts its main website.

The Disputed Domain Name was registered on April 25, 2025 and resolves to a webpage that offers for sale travel packages to attend FWC26 matches including travel, accommodation, tickets and expressly represents that it offers “Official 2026 World Cup Packages”, displays the official FIFA FWC26 logo, with the words “OFFICIAL HOSPITALITY” underneath, the FIFA World Cup trophy and also displays a stylized FIFA logo in the header of the homepage. The Disputed Domain Name was later inactive.

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 cites trademark registrations for the mark FIFA, and variations of it, in numerous jurisdictions as prima facie evidence of ownership.

The Complainant submits that the mark FIFA is well-known and that its rights predate the Respondent’s registration of the Disputed Domain Name, and submits that the Disputed Domain Name is confusingly similar to its trademark, for the reason that the addition of the term “packages” to the Disputed Domain Name “does not remove any confusion or neutralize the similarity with the ‘FIFA’ trademark.”

The Complainant contends that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name because the “Respondent is not authorized or licensed by or affiliated with the Complainant, is not an ‘Official Hospitality’ provider of FIFA, does not offer ‘Official 2026 World Cup Packages’ and is not licensed to use the ‘FIFA’ trademark to provide its selling platform” and contends that none of the circumstances set out in paragraph 4(c) of the Policy apply.

Finally, the Complainant alleges that the registration and use of the Disputed Domain Name was, and currently is, in bad faith, contrary to the Policy and the Rules having regard to the prior use and distinctive nature of the Complainant’s trademark. On the issue of registration, the Complainant states that “Respondent had or can be expected to have had prior notice of Complainant’s trademarks at the time the Disputed Domain Name was registered, generated as a result of Complainant’s registration of the ‘FIFA’ trademark since at least 1994, 30 years prior to the registration of the Disputed Domain Name.” On the issue of use, the Complainant contends that “[t]he Respondent expressly represents that it [the website that the Disputed Domain Name resolves to] offers ‘Official 2026 World Cup Packages’ and uses the official FIFA FWC26 logo, with the words ‘OFFICIAL HOSPITALITY’ underneath, the FIFA World Cup trophy and a

stylized FIFA logo in the header of the homepage. However, the Respondent is not authorized or licensed by or affiliated with the Complainant, is not an 'Official Hospitality' provider of FIFA, does not offer 'Official 2026 World Cup Packages' and is not licensed to use the 'FIFA' trademark to provide its selling platform. The Respondent is purporting to offer for sale packages including Tickets to the FWC26 before the official distribution of Tickets and therefore such Tickets do not yet exist" and that this amounts to use in bad faith.

B. Respondent

The Respondent did not file a formal Response to the Complainant's contentions but after the notification of Complaint wrote to the Center on September 26, 2025, stating (relevantly) as follows:

"Hey there we took down the site of fifapackages.com."

In a separate communication to the Center also on September 26, 2025, the Respondent wrote:

"We took down the website what else do u guys need?"

6. Discussion and Findings

Under paragraph 4(a) of the Policy, the Complainant has the burden of proving the following:

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

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.

Based on the available record, the Panel finds 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 Complainant has produced sufficient evidence to demonstrate that it has registered trademark rights in the mark FIFA in numerous countries.

Turning to whether the Disputed Domain Name is identical or confusingly similar to the FIFA trademark, the Panel observes that the Disputed Domain Name is comprised of: (a) the Complainant's trademark FIFA; (followed by the word "packages"; (c) followed by the generic Top-Level Domain ("gTLD") .com.

It is well established that the gTLD used as part of a domain name is generally disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1. The relevant comparison to be made is with the second-level portion of the Disputed Domain Name, specifically: "fifapackages".

The Panel finds 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 the word "packages" may bear on assessment of the second and third elements, the Panel finds the addition of such word 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 Disputed 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 Disputed 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.

The Panel finds that there is no indication that the Respondent was commonly known by the term “fifapackages” prior to registration of the Disputed Domain Name. The Complainant has not licensed, permitted, or authorized the Respondent to use the trademark FIFA. The Complainant argued that the Respondent is not affiliated with the Complainant, and he is not an “Official Hospitality” provider of FIFA. The Panel also notes that the composition of the Disputed Domain Name carries a risk of implied affiliation.

[WIPO Overview 3.0](#), section 2.5.1.

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.

The Panel notes the evidence that the Disputed Domain Name resolves to a webpage that imitates the Complainant’s webpage, artwork, displays its trademarks, expressly represents that it offers “Official 2026 World Cup Packages”, and purports to offer for sale products that can only be offered by the Complainant or through its authorized channels. The Panel finds that this does not represent a bona fide offering of goods or services, or a legitimate noncommercial or fair use, given the substantial reputation and goodwill of the Complainant’s mark, that the Respondent is not an “official” hospitality provider of the Complainant, and the capacity to otherwise mislead Internet users.

Panels have held that the use of a domain name for illegitimate activity, here, claimed impersonation and passing off, can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.0](#), section 2.13.1.

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.

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 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.

In the present case, the Panel finds that the evidence in the case shows the Respondent registered and has used the Disputed Domain Name in bad faith.

On the issue of registration, this Panel finds that there is no reason for the Respondent to have registered the Disputed Domain Name other than to trade off the reputation and goodwill of the Complainant's well-known trademark. [WIPO Overview 3.0](#), section 3.1.4.

Further, a gap of several years between registration of a complainant's trademark (particularly a famous one) and respondent's registration of a disputed domain name (containing the trademark) may indicate bad faith registration. In this case, the Complainant is well-known, and the Respondent registered the Disputed Domain Name more than 30 years after the Complainant established registered trademark rights in the FIFA mark. The Respondent has not come forward to rebut the Complainant's allegations or to offer an alternative explanation. Furthermore, the Respondent mainly communicated with the Center to inform that it took down the website at the Disputed Domain Name.

On the issue of use, the Disputed Domain Name resolved to a website that displayed the Complainant's trademarks, represents that it offers "Official 2026 World Cup Packages", displays the official FIFA FWC26 logo, with the words "OFFICIAL HOSPITALITY" underneath, the FIFA World Cup trophy and also displays a stylized FIFA logo in the header of the homepage and offers for sale travel packages to attend FWC26 matches including travel, tickets and accommodation. The tickets to FWC26 are not as yet commercially available and, in any event, these endorsed products and services are only available through authorized channels or directly from FIFA itself, once they do become available.

Panels have held that the use of a domain name for illegitimate activity here, claimed impersonation and passing off, constitutes bad faith. [WIPO Overview 3.0](#), section 3.4. Having reviewed the record, the Panel finds the Respondent has plainly targeted the Complainant and that its registration and use of the Disputed Domain Name constitutes bad faith under the Policy.

There is also evidence that the Disputed Domain Name was later inactive.

Panels have found that the non-use of a domain name would not prevent a finding of bad faith under the doctrine of passive holding. Although panelists will look at the totality of the circumstances in each case, factors that have been considered relevant in applying the passive holding doctrine include: (i) the degree of distinctiveness or reputation of the complainant's mark, (ii) the failure of the respondent to submit a response or to provide any evidence of actual or contemplated good-faith use, and (iii) the implausibility of any good faith use to which the domain name may be put. [WIPO Overview 3.0](#), section 3.3. Having reviewed the available record, the Panel notes the Complainant's well-known FIFA trademark, the composition of the Disputed Domain Name, and the Respondent's correspondence of September 26, 2025 that stated: "Hey there we took down the site of fifapackages.com" followed later that day by the emailed note: "we took down the website what else do u guys need?" and finds that in the circumstances of this case the passive holding of the Disputed Domain Name does not prevent a finding of bad faith under the Policy. In the circumstances, the Panel so finds.

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 <fifapackages.com> be transferred to the Complainant.

/Nicholas Weston/

Nicholas Weston

Sole Panelist

Date: October 28, 2025.