

ADMINISTRATIVE PANEL DECISION

Građanski Nogometni Klub “Dinamo” v. Nermin Sefic, GNK DINAMO Ltd.
Case No. D2025-3821

1. The Parties

The Complainant is Građanski Nogometni Klub “Dinamo”, Croatia, represented by Hraste & Partners Law Firm, Croatia.

The Respondent is Nermin Sefic (“First Respondent”), GNK DINAMO Ltd., (“Second Respondent”), Croatia, self-represented.

2. The Domain Names and Registrar

The disputed domain names <gnkdinamo.club>, <gnk-dinamo.com>, <gnkdinamo.com>, <gnkdinamo.net>, and <gnkdinamo.org> are registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 19, 2025. On September 19, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 19, 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 (“Withheld for Privacy ehf (Privacy/Proxy Service)” and “GNK DINAMO Ltd. (Believed underlying registrant)”) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 22, 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 amendment to the Complaint on the same date.

The Center verified that the Complaint together with the amendment to 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, and the proceedings commenced on September 23, 2025. In accordance with the Rules, paragraph 5, the due date for Response was initially October 13, 2025, but the Respondent requested an automatic response extension and the due date was October 17, 2025. The Response was filed with the Center on October 17, 2025.

The Center appointed Adam Taylor as the sole panelist in this matter on October 28, 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 one of the most prominent and successful football clubs in Croatia. It is also well-known internationally due to its regular participation in UEFA Champions League and Europa League competitions.

Since at least 2011, the Complainant has extensively used the mark GNK DINAMO, an abbreviation of the Complainant's full name: "Građanski nogometni klub "Dinamo" (Citizens' Football Club "Dinamo").

The Complainant owns Croatian registered trade mark No. Z20081114 for DINAMO, registered on February 4, 2009, in classes 3-4, 6, 12-14, 18-22, 24, 26-27, 32-34, and 43.

The Complainant operates a website at "www.gnkdinamo.hr".

On May 12, 2023, the First Respondent incorporated a Croatian company called GNK ASG d.o.o., under registration number 081512375. The company was described as "a limited liability company for sports, tourism and tourist agency".

The Respondent registered the domain name <gnk-asg.hr> on May 18, 2023.

On November 8, 2023, the First Respondent incorporated the Second Respondent, GNK DINAMO Ltd, a Colorado corporation registered under identification number 20238180649. (Both Respondents are collectively referred to below as "the Respondent", unless it is necessary to refer to them separately.)

The Respondent registered the disputed domain names <gnkdinamo.club> and <gnk-dinamo.com> on December 15, 2023 ("the 2023 Domain Names").

As of August 9, 2024, the disputed domain name <gnkdinamo.club> resolved to a simple webpage consisting simply of a box with the Second Respondent's name and contact information plus a "GNK Dinamo d.o.o." text link ("Webpage 1").

On June 30, 2025, the Respondent registered the disputed domain names <gnkdinamo.com>, <gnkdinamo.net> and <gnkdinamo.org> ("the 2025 Domain Names"). The Respondent also registered <gnkdinamo.eu>¹ on the same date.

On or around July 11, 2025, the Respondent registered a foreign (Zagreb) branch of the Second Respondent with the Zagreb Commercial Court under registration number 081663054.

On July 12, 2025, the Respondent applied for European Union trade mark for GNK DINAMO, application No. 019217073, in classes 25, 35 and 41 ("the EUTM Application"). The Complainant filed a notice of opposition on August 19, 2025.

On July 22, 2025, the Respondent emailed the Complainant ("the Respondent's First Email") with the subject line: "Open proposal for cooperation in the field of sport, investment, and development of digital identity".

¹ This domain name is subject to a separate decision by the same Panel. See *Građanski Nogometni Klub "Dinamo" v. GNK Dinamo Ltd*, WIPO Case No. [DEU2025-0023](#).

The email:

- claimed to have been written “in a spirit of openness and sporting fair play, as the business entity GNK Dinamo Ltd., incorporated in the United States of America with an active branch in Croatia” with a mission “focused on investment in sport, development of sustainable infrastructure, and strengthening the community through responsible business practices”;
- expressed “our deep respect for your tradition, supporters, and all that GNK ‘Dinamo’ represents in Croatian sport”;
- stated that while, it was not connected with the Complainant, due to the similarity of names, the Respondent felt the need for “a friendly and constructive dialogue”;
- stated that the Respondent wished to draw attention in a meeting to “certain practices that may deviate from usual and legally prescribed procedures” that may in future create “serious challenges”;
- stated that the Respondent was “highly interested in sponsoring sports activities” and was already signing, or was about to sign, various general sponsorship agreements under which clubs change their names, and that it was preparing a major EU sports-related campaign “in which our name will be prominently positioned”;
- warned that if clear parameters were not agreed, there could be confusion in the marketplace “particularly in connection with our large campaign and the opening of web shops, as well as our presence in sports stores and other clubs”;
- claimed that “we do not wish anyone to equate your association with our company”; and
- claimed that GNK Dinamo Ltd “and related entities” had achieved impressive results including revenue exceeding EUR 1 billion in 2024, confirmed in tax returns.

The Respondent has produced an alleged letter of intent (“the Basketball LOI”) dated July 24, 2025, referring to an intended sponsorship agreement whereby the Second Respondent would license a women’s basketball club to “add the Company’s name to the Club’s name”, which would thereby become “Ženski košarkaški klub Trešnjevka Dinamo Ltd”.

The Respondent has provided a screenshot of a second webpage, to which it says it resolved all of the disputed domain names (“Webpage 2”). The screenshot is undated but the Panel notes that it refers to the Basketball LOI, indicating that this version of the site was launched no earlier than July 24, 2025. The page is headed “GNK Dinamo Ltd” and entitled “Strategic investments in sports, tourism, infrastructure and technology”. The page includes following content:

- corporate information about the “Parent Company – Colorado, USA” and the “Zagreb Branch”;
- statistics including alleged revenue of EUR 1.192 billion in 2024, alleged assets totalling some EUR 431 million and alleged revenue of the Croatian entity of EUR 504 million from January 1, 2025 to June 30, 2025;
- the following statement under the heading “Sponsorship”: “We are a proud name sponsor of ŽKK Trešnjevka Dinamo Ltd. under a five-year sponsorship agreement”;
- a link to a “B2B sports equipment catalog” pdf for 2026/7; and
- in the footer, button links to the other disputed domain names.

On July 28, 2025, the Respondent emailed the Complainant (“the Respondent’s Second Email”) with the subject line: “Request for a meeting to align with legal regulations and discuss possible future cooperation”. The email:

- was written “both as an active member of the GNK “Dinamo” Association and as Director of the international company GNK Dinamo Ltd”;
- referred to previous unanswered correspondence and stated that the purpose of the letter was to arrange “a meeting to establish communication, with the latest possible meeting date being August 6, 2025”;
- complained that due to lack of communication with the Complainant’s marketing department, it had been impossible “to finalize a sponsorship offer to the club, which was still presented and remains available through your intermediary in the amount of EUR 1,000,000, sent in June 2025”;

- set out the following reasons why the Respondent sought alignment with the Complainant:

“Business Protection

- We are preparing an EU campaign worth several million euros
- Partners in eight European countries require clarity regarding names
- Similarity of names could jeopardize our contracts

Legal Certainty

- Clear distinction between the Association and the corporate entity is necessary
- International investors demand legal clarity
- EU regulations require unambiguous trade designations

Market Position

- Your use of the name causes confusion among customers
 - We are also opening webshops, which could further increase confusion”;
- asserted that the Complainant’s use of the name “GNK Dinamo” without quotation marks was both identical to the Respondent’s name and inconsistent with the Complainant’s own “Statute”, which allegedly required quotation marks around the word “Dinamo”;
 - sought the Complainant’s consistent use of the name “GNK “Dinamo”” (i.e., with quotation marks) in future; and
 - concluded: “[s]hould we not receive confirmation of the meeting by the stated date, we will consider that there is no interest in dialogue on your part, and in good faith, we will be forced to take unilateral measures”.

When reviewed by the Panel, each of the disputed domain names resolved to the same Webpage 2 mentioned above, with the addition of the following in the footer: “Disclaimer: GNK DINAMO Ltd. is not affiliated with, endorsed by, or connected to the GNK “DINAMO” non-profit association”.

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 Respondent’s opposed EUTM Application does not constitute rights or legitimate interests;
- the Respondent cannot rely on any of the second element examples on the basis that, amongst other things, the Respondent registered and used the disputed domain names to target the Complainant’s marks;
- the goods and services covered in the EUTM Application overlap with the Complainant’s core business operations, showing that the Respondent registered the disputed domain names with actual knowledge of the Complainant’s longstanding rights;
- the Respondent’s Second Email demanding EUR 1 million “for sponsorship” and making various threats against the Complainant further confirms bad faith;
- the Respondent’s admission that the similarity of names may endanger its contracts further confirms the Respondent’s actual knowledge of the Complainant’s reputation and rights;
- the Respondent’s registration of multiple domain names incorporating the Complainant’s mark is a textbook example of cybersquatting;

- the Respondent's has set out to block/disrupt the Complainant's business by setting up barriers to the Complainant's communications with fans and commercial partners and by announcing its intention to use the disputed domain names for shops offering goods related to those of the Complainant;
- given the Complainant's substantial prominence within European football markets, Internet users encountering the disputed domain names are likely to assume that they are accessing a website officially connected with the Complainant;
- the disputed domain names were designed to create a likelihood of confusion with the Complainant's mark; and
- the disputed domain names constitute passive holding in bad faith insofar as they have not been actively used.

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Respondent contends that:

- before any notice of the dispute, the Respondent was commonly known by the disputed domain names and made demonstrable preparations to use the disputed domain names for a bona fide offering of goods and services;
- the Respondent did not register or use the disputed domain names in bad faith;
- the Respondent has operated publicly via its various companies;
- the Respondent's predominant activities are in sport and technology, supported by public financial statements, which predate the July 2025 events cited in the Complaint, as does the Respondent's <gnk-asg.hr> domain name;
- the Basketball LOI resulted in real-world, pre-complaint usage whereby spectators, broadcasters, and sporting bodies "encountered GNK DINAMO Ltd as Respondent's name", separate from any domain name;
- independent media coverage confirms that Respondent's Croatian entity is publicly recognised by the GNK identifier in that multiple business media have profiled GNK ASG d.o.o. as a significant exporter including on June 28, 2025, before the Complaint was filed;
- the EUTM Application was backed by a 2026/27 product plan and it also reflected the Respondent's football program, which was reflected in article in the Croatian business press three weeks earlier;
- the EUTM Application covers a standard set of sports classes and has only minimal overlap with the Complainant's specification;
- the Respondent's outreach was not a "coercive" attempt to extract value;
- the Complainant does not mention the Respondent's First Email on July 22, 2025, which disclaims affiliation, invites a meeting to agree coexistence/demarcation, and describes ordinary-course sponsorship;
- that outreach was followed by execution of the Basketball LOI consistent with the July 12, 2025 EUTM application;
- the Respondent's Second Email on July 28, 2025, sets out a similar sponsorship framework (budget brackets, timetable, demarcation) and the budget range relates to sponsorship deliverables, not domain pricing;
- the Respondent's independent business rationale predates and explains registrations of the disputed domain names;
- following United States incorporation, the Respondent secured the disputed domain names <gnkdinamo.club> and <gnk-dinamo.com> in December 2023 as contingency variants because <gnkdinamo.com> was unavailable;
- the Respondent registered <gnkdinamo.com> when it became available on June 30, 2025, together with the standard counterparts <gnkdinamo.net> and <gnkdinamo.org> as industry standard routine for brand protection and technical continuity ahead of the EU/Croatian subsidiary launch;
- as the women's basketball initiative entered FIBA competition, the Respondent implemented a distinct team domain, <zkktresnjevka.com>, which superseded the earlier <gnkdinamo.club> variant for that use;
- the Respondent never offered to sell the disputed domain names to the Complainant;

- when the disputed domain names resolved, they led only to neutral corporate profiles of the Respondent's investment activities, with no sale solicitations, ads, for-sale banners, e-commerce, redirects or "official club" claims, and the disputed domain names were listed transparently in the footer so that ownership was clear, all indicating a lack of intentional attraction for commercial gain;
- the Respondent has not targeted any other third party marks, and the Complainant's longstanding use of <gnkdinamo.hr> has remained unaffected;
- the Respondent is not a competitor of the Complainant as it is not a men's football club, but operates an investment/sponsorship group across sports, including women's basketball, and the Respondent has not in any case sought to disrupt the Complainant - rather, the Respondent's pre-dispute correspondence sought to reduce friction;
- Google Search Console statistics show that meaningful clicks to the disputed domain names came from respondent-identifying queries, whereas the click-through rate for club-facing terms, was minimal or non-existent; and
- the Respondent has received no misdirected fan/customer inquiries.

6. Discussion and Findings

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 trade mark 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 shown rights in respect of a trade mark for the term DINAMO for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Panel finds the Complainant has also established unregistered trade mark rights in the mark GNK DINAMO for the purposes of the Policy, based on the Complainant's extensive and undisputed use of that mark since 2011. [WIPO Overview 3.0](#), section 1.3.

The entirety of both marks is reproduced within each of the disputed domain names. Accordingly, the disputed domain names are identical or confusingly similar to the marks for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms to the DINAMO mark ("gnk") 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 names and the DINAMO mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel also notes that the Respondent does not dispute that the Complainant has established the first element.

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 recognised 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.

The Respondent argues that it has used the disputed domain names in connection with a bona fide offering of goods and services, and that it has been commonly known by the disputed domain names, in accordance with paragraphs 4(c)(i) and (ii) of the Policy. The Respondent relies in particular on the names, and alleged activities, of the Second Respondent (GNK DINAMO Ltd) and a related entity - GNK ASG d.o.o., both incorporated within a six-month period in 2023.

However, as discussed in detail under the third element below, the Panel considers that the circumstances, including the Complainant's long-standing use of the distinctive mark GNK DINAMO, the Parties' location, and in the Panel's opinion the lack of any, let alone a credible, alternative explanation by the Respondent, create a strong reference that the Respondent selected the terms "gnk" and "gnk dinamo" for the disputed domain names, and its corporate names, by reference to the Complainant's mark.

As to GNK ASG d.o.o., and assuming that the Respondent is entitled to rely on the name/activities of this related entity, the Panel notes that the evidence supporting its alleged activities includes four articles in the Croatian business press, two of which are dated June 2025, and the other two dated October 2025. None of these articles have been translated from Croatian, despite the Response acknowledging that English is the language of the Complaint (which coincides with the language of the Registration Agreement for the disputed domain names) and claiming that, "for most" of the Croatian-language annexes, the Respondent has provided a full English translation/summary. While the Response offers to provide "fuller translations" on request, it was the Respondent's responsibility to include translations of all relevant annexes with the Response.

Nonetheless, the Panel has reviewed the articles using an online translation tool and notes that they mainly concern the "rapid growth" of GNK ASG d.o.o, principally in relation to sports tracking software. Furthermore, the June 19, 2025, article states: "In addition, the name of the company GNK ASG is associated with Dinamo (a civic football club), and one of the related companies is the aforementioned American GNK Dinamo Ltd. At Maksimirska 128, they deny any connection with these companies. Sefić also confirms this, but admits that he is a fan." The article also states: "Three years ago, Sefić was among the group of investors who sent a letter to Dinamo, the Prime Minister and the Mayor stating that they were willing to invest their own funds in the construction of the stadium."

In the Panel's view, these articles do not assist the Respondent. First, while they refer to apparent commercial use of terms "gnk" / "gnk asg", they do not evidence any bona fide use by the Respondent of "gnk dinamo". Even if the Respondent had put forward a credible and legitimate explanation for its adoption of "gnk", i.e., independently of the Complainant, that would be unlikely of itself to justify/legitimise the addition of the word "dinamo" in the disputed domain names, thus exactly replicating the Complainant's highly distinctive mark. Second, the above comments appear to demonstrate not only that the writer associated the name of both GNK ASG d.o.o and the Second Respondent with the Complainant, indicative of a likelihood of confusion between the respective names, but also that the First Respondent was a fan of the Complainant and a potential investor in its stadium, reinforcing the Respondent's knowledge of the Complainant.

The Respondent also produces a batch of documents in Croatian said to comprise public financial statements relating to the "group's activities", and mainly appearing to concern GNK ASG d.o.o. However, in the absence of relevant supporting documents linking such alleged activities/turnover with the term "gnk dinamo", the Panel does not consider that these documents constitute clear and sufficient evidence that the Second Respondent has engaged in any, or any particular level of, bona fide activity under the term "gnk dinamo" such that it has become commonly known by the term "gnk dinamo" so as to give rise to rights or legitimate interests under the Policy.

As regards the Basketball LOI, the Panel first notes that the Respondent has not also produced the allegedly intended “Sponsorship Agreement and the Annex to the Sponsorship Agreement attached hereto (which form an integral part of this Binding Letter of Intent)”. While the Respondent has provided evidence of use of the name “ŽKK Trešnjevka Dinamo Ltd” by the basketball team, which the Respondent characterises as “realworld, pre-complaint usage by which spectators, broadcasters, and sporting bodies encountered GNK DINAMO Ltd as Respondent’s name, separate from any domain registration”, the alleged licensed name includes only the word “dinamo” from the Respondent’s name - i.e., without “gnk”. Accordingly, this arrangement is by no means evidence that the Respondent is commonly known by the disputed domain names, all of which are prefaced by “gnk”.

As regards Webpage 2 (see description in Section 4 above), this consists largely of corporate information about the Second Respondent and its Zagreb branch plus financial statistics, including alleged revenue of €1.192 billion. Notwithstanding the vast turnover allegedly associated with this business, the only actual activity mentioned is a reference to being the “proud name sponsor” of the basketball team mentioned above and a link to a “B2B sports equipment catalog” for 2026/7.

The latter is a undated PDF document headed “SPORTS EQUIPMENT CATALOG / 2026/7 LAUNCH”, containing a front page with the Respondent’s contact details followed by long list of unbranded sporting products without prices. In the Panel’s view, this undated document alone does not constitute evidence of bona fide use, or demonstrations to use, the disputed domain names for a bona fide offering of goods or services. [WIPO Overview 3.0](#), section 2.2.

The Respondent asserts that Webpage 2 is a “neutral corporate profile of Respondent’s investment activities”. While it is true that, as the Respondent asserts, Webpage 2 does not contain “official club” claims or advertising, nonetheless, to the Panel, the page presents more as a defensive move vis-à-vis the Complainant than a bona offering of goods or services. Indeed, the Panel notes that the Respondent has not provided any evidence demonstrating that it launched Webpage 2 before receiving notice of the dispute in accordance with paragraph 4(c)(i) of the Policy. In any case, as mentioned in Section 4 above, Webpage 2 refers to the Basketball LOI, indicating that this version of the site was launched no earlier than July 24, 2025, i.e., after the Respondent first emailed the Complainant. (See further under the third element below.)

Nor does the EUTM application assist the Respondent. Not only is it merely a pending application rather than a registered mark but, in the Panel’s view, the overall circumstances, including its timing 10 days before the Respondent’s First Email (see further under the third element below), raise serious questions as to the motive behind the application (which may have been filed primarily to obstruct the Complainant’s exercise of its rights under the Policy). [WIPO Overview 3.0](#), section 2.12.2. The Respondent claims that the EUTM application was “backed” by the 2026/7 product plan and press coverage relating to GNK ASG d.o.o., but as discussed above, the Panel does not consider that either of these constitute evidence of bona fide use of “gnk dinamo” or otherwise somehow legitimise the EUTM Application for the purposes of the Policy. The Panel would add that nothing turns on the extent of overlap between the specifications of the EUTM Application and the Complainant’s marks, which has been a matter of contention of between the parties.

For the above reasons, the Panel considers that the Respondent has failed to supply credible evidence demonstrating rights or legitimate interests in the disputed domain names under the factors 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

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.

The Panel will first consider the Respondent's motive in registering the 2023 Domain Names.

The Panel notes the following.

First, it is not in dispute that the Complainant, a Croatia football club, has made extensive use of the mark GNK DINAMO as an abbreviation of its official name, since 2011.

Second, as shown in the chronology in Section 4 above, between May and December 2023, the Respondent: incorporated GNK ASG d.o.o., in Croatia; registered the domain name <gnk-asg.hr>; incorporated GNK DINAMO Ltd in Colorado; and registered the disputed domain names <gnkdinamo.club> and <gnk-dinamo.com> ("the 2023 Events").

Third, the Respondent has not denied that it was aware of the Complainant at the time of the 2023 Events. Nor indeed could the Respondent credibly have done so. Not only is the Respondent located in Zagreb, like the Complainant, and purportedly involved in the sports industry but, in the Respondent's First Email, the Respondent expressed "our deep respect for your tradition, supporters, and all that GNK "Dinamo" represents in Croatian sport". In the Respondent's Second Email, the Respondent even stated that it was an "active member" of the Complainant's association.

Fourth, and crucially, the Respondent has nowhere explained exactly why it selected the terms "gnk dinamo" or "gnk" on its own.

Fifth, the Respondent claims that it registered the 2023 Domain Names as "contingency variants" because "<gnkdinamo.com>" was then unavailable, but the Respondent does not explain why the Respondent chose to register one of those domain names in the top-level domain ("TLD") .club, which term is strongly associated with the Complainant, as a football club. The Respondent implies that <gnkdinamo.club> was registered in connection with its 2025 sponsorship of a women's basketball club, but provides no evidence that this was in prospect in 2023. In any case, as discussed under the second element above, such sponsorship apparently involved only the name "Dinamo", not "GNK Dinamo".

The Panel considers that the above matters, especially the lack of any, let alone a credible, alternative, explanation by the Respondent, create a strong inference that the Respondent selected the 2023 Domain Names, and indeed the name of the Second Respondent, by reference to the Complainant's mark. As discussed under the second element above, the Respondent has not supplied credible evidence that supports its alleged "independent business rationale" that allegedly "predates and explains the [company and domain name] registrations".

The record is relatively silent from the date of registration of the 2023 Domain Names until the following burst of activity in mid-2025:

- June 30: the Respondent registered the 2025 Domain Names;
- July 11: the Respondent registered the Zagreb branch of the Second Respondent;
- July 12: the Respondent filed the EUTM Application;
- July 22: the Respondent sent the Respondent's First Email to the Complainant;
- July 24: the date of the alleged Basketball LOI; and
- July 28: the Respondent sent the Respondent's Second Email to the Complainant.

Given the above context and timeline, as well as their content, the Panel is not convinced by the Respondent's claim that its two emails to the Complainant (see details in Section 4 above) were not "coercive" but simply a reasonable approach to discuss "coexistence/demarcation" and "ordinary course sponsorship". First, citing a turnover of some EUR 1 billion, the Respondent indicated that it already operated a substantial business by reference to its name, whereas, in this proceeding, the Respondent has demonstrated little such activity – only the alleged Basketball LOI regarding licensing of the word "dinamo", was signed between the dates of the Respondent's two emails. Second, notwithstanding its apparent lack of

meaningful genuine use of the term “gnk dinamo”, not to mention the Complainant’s 10-year plus prior use thereof, the Respondent implausibly complained that the Complainant’s use of the Complainant’s GNK DINAMO mark was confusing the Respondent’s customers and that the Complainant’s alleged failure to include quotation marks around the word “Dinamo” in accordance with its Statute may cause unspecified “serious challenges”. Third, the R’s unilateral “sponsorship offer” requiring payment of EUR 1 million - accompanied by threats of “unilateral measures” if a meeting were not held by a specified date and by warnings of potential confusion arising from the Respondent’s alleged intended large-scale sports retail activities and campaign - does not look to the Panel like “ordinary-course sponsorship”.

It is correct that, as the Respondent asserts, the emails do not seek a price for the disputed domain names or even mention them. However, the Panel notes that the Respondent registered the 2025 Domain Names, including the important <gnkdinamo.com>, relatively soon before the Respondent’s First Email. The Panel is not convinced by the Respondent’s unsupported claim that it merely registered the 2025 Domain Names “as industry standard routine for brand protection and technical continuity ahead of the EU/Croatian subsidiary launch”. The Respondent has not supplied any evidence regarding such alleged launch.

Also, while the Respondent invokes the “transparent” listing of all of the disputed domain names on Webpage 2, the inclusion of separate button links to each of the disputed domain names could also be seen as a message to the Complainant regarding the extent of the Respondent’s “gnkdinamo” domain name holdings. As mentioned in Section 4 above, the reference to the Basketball LOI on Webpage 2 indicates that this website was only launched on or after July 24, 2025, i.e., following the Respondent’s First Email.

The disclaimer in the footer of Webpage 2 does not assist the Respondent. Not only is this a belated addition, and far from prominent but, in any case, the mere existence of a disclaimer cannot cure bad faith where, as here, the overall circumstances point to bad faith. Indeed, the Respondent’s use of a disclaimer can be seen as an admission that users may be confused. [WIPO Overview 3.0](#), section 3.7.

The Respondent relies on the minimal level of Complainant-seeking traffic to the websites at the disputed domain names, but the Panel does not consider that anything turns on this, given the other circumstances surrounding the registration and use of the disputed domain names.

In conclusion. based on the evidence before the Panel and for all the reasons given above, the Panel finds that, on the balance of probabilities, the Respondent registered and used all of the disputed domain names as part of an elaborate scheme to unfairly target the Complainant’s mark for financial gain and that the foregoing constitutes registration and use of the disputed domain names in bad faith.

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 <gnkdinamo.club>, <gnk-dinamo.com>, <gnkdinamo.com>, <gnkdinamo.net> and <gnkdinamo.org> be transferred to the Complainant.

/Adam Taylor/

Adam Taylor

Sole Panelist

Date: November 21, 2025