ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
LEGO Holding A/S v. Mr. Andrea Castaldi Bernard
Case No. D2026-2699

1. The Parties

The Complainant is LEGO Holding A/S, Denmark, represented by CSC Digital Brand Services Group AB, Sweden.

The Respondent is Mr. Andrea Castaldi Bernard, France.

2. The Domain Name and Registrar

The disputed domain name <legocorner.com> is registered with Register SPA (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 22, 2026. On June 22, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 23, 2026, 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 June 24, 2026, 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 June 24, 2026.

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 July 3, 2026. In accordance with the Rules, paragraph 5, the due date for Response was July 23, 2026. The Respondent sent email communications to the Center on June 24, 2026, and on July 30 and August 6, 2026. However, the Respondent did not file any formal Response. Therefore, the Center notified the Parties of the commencement of panel appointment process on July 27, 2026.

The Center appointed Warwick Smith as the sole panelist in this matter on July 30, 2026. 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's LEGO group was founded in 1932. Its business of making and selling LEGO branded toys has grown remarkably over the years since then. The Complainant now has subsidiaries and branches throughout the world, with 5 main hubs, 37 sales offices, 6 manufacturing sites and over 500 retail stores. The Complainant employs more than 33,800 people, and LEGO products are sold in more than 130 countries, including France.

The Complainant has extensively advertised its LEGO products over many decades, and the LEGO mark is prominently depicted on all products, packaging, displays, advertising and promotional materials. The result is that the LEGO trademark has become one of the best-known trademarks in the world.[1]

The Complainant is the owner of the LEGO trademark and all other trademarks that are used in connection with the famous LEGO brands of construction toys and other LEGO-branded products. The Complainant's licensees are authorized to use the LEGO trademarks in France, where the Respondent appears to reside, and in numerous other jurisdictions around the world.

The Complainant has registered the word mark LEGO in France and in numerous other jurisdictions. This mark was registered in France on February 28, 1984, under No. 1262807, and it covers a variety of goods and services in International Classes 6, 7, 11,17, 37, 39, and 40.

The Complainant is also the proprietor of a LEGO device mark ("the device mark"), which is registered in numerous jurisdictions including the European Union. The device consists of the word "LEGO" in stylized white lettering, set against a red rectangular background. Each of the white letters making up the word "LEGO" has a black border, and the white lettering with black border is contained within an "outer", yellow, border. The device mark was registered in the European Union on January 7, 2004, under No. 2829463, and it covers a variety of goods and services in International Classes 3, 9, 14, 16, 18, 20, 21, 24, 25, 27, 28, 30, 38, 41, and 43.

The device mark appears in a number of places on the Complainant's principal website at "www.lego.com", including on a yellow band at the top left corner of one of the webpages.

The disputed domain name was registered on March 8, 2026. The Complainant produced a copy of the website to which the disputed domain name resolved at the time the Complaint was filed (the Respondent's website), and it appeared to be a site that offered for sale what were apparently genuine LEGO products. Three of the four webpages of the Respondent's website that were produced by the Complainant contained, on a yellow band at the top left hand side of the page, a device (in a prominent position at the top left of the webpage) that appears to have been almost identical to the Complainant's device mark. The only difference the Panel noted was that there were 2 words in white script lettering ("LEGO CORNER"). The black and yellow borders around the letters, and the red rectangular background, appeared to be the same as those features appear in the device mark. The Respondent's website contained a section headed "Terms of Sale", with a list of terms on which sales would be made. One term advised that the Respondent's website offered only genuine LEGO sets, that were "factory sourced". Some of these items might be sourced from private

[1] The Complainant produced with its Complaint a copy of the Top 10 Consumer Brands for 2023, published by Superbrands UK, showing LEGO as the number 2 Consumer Superbrand and number 2 in the Consumer Relevancy Index. In addition, the Reputation Institute recognized the LEGO group as number 1 for the second year in a row on its list of the world's Top 10 Most Reputable Global Companies of 2024, and referred to the LEGO brand having ranked in the top 3 on its Most Reputable Global Companies list for 8 consecutive years. In 2000, Forbes and Toy Retailers Association of the UK each announced the Complainant's LEGO bricks as the "Toy of the Century", and in 2024 Circana named The LEGO Group Global Toy Manufacturer of the year.

suppliers, but they were all said to be authentic but not official LEGO releases. Another of the terms of sale advised that "All LEGO" trademarks are property of the LEGO Group. LEGO CORNER is an independent reseller and is not affiliated with or endorsed by the LEGO Group.

The last webpage produced by the Complainant contained spaces for the site visitor to "log in to [his or her] account" by entering an email address and password.

The Complainant produced with the Amended Complaint copies of MX records for the disputed domain name, showing that it has been configured for the sending and receipt of emails.

The Complainant says that the Respondent is not an authorized reseller of the Complainant's products, and that it has never authorized the Respondent to use either its LEGO word mark or the device mark, whether in a domain name or on a website.

The Complainant sent cease-and-desist letters to the Respondent (via the Domain Contact Form for the disputed domain name provided by the Registrar), on April 10, 17, and 24, 2026. It says that the Respondent did not respond to any of those letters.

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. It says that the disputed domain name is confusingly similar to its LEGO mark, that the Respondent has no rights or legitimate interests in respect of the disputed domain name, and that the disputed domain name was registered and is being used in bad faith.

The Complainant relies on the fame of its LEGO marks around the world, submitting that the use of such a mark in a domain name would violate the rights of the trademark owner.[2] The Complainant states that it is quite clear that the Respondent is simply looking to benefit from the Complainant's world famous mark. The Respondent is not using the disputed domain name in connection with any bona fide offering of goods or services. Instead, the Respondent has intentionally chosen a domain name based on a registered trademark in order to generate traffic and income through an unauthorized website offering LEGO products. The Complainant contends that the Respondent has used the disputed domain name to effectively impersonate the Complainants official website through the use of their distinctive logo and yellow and red color scheme, while claiming to offer the Complainant's products for sale.

The Complainant says that the Respondent is not an authorized reseller of its LEGO products, and does not satisfy the "nominative fair use" requirements under which a third party reseller of a trademark owner's genuine goods may in certain circumstances use the trademark owner's mark in the course of the reseller's business.[3]

In the alternative, the Complainant contends that the invitation on the Respondent's website to site visitors to provide their email addresses and a password is designed to persuade site visitors to disclose their personal information so that the Respondent can engage in phishing, the distribution of malware, or similar nefarious, bad faith purposes.

---

[2] Referring to *Deutsche Bank Aktiengesellschaft* v *New York Tickets Inc*; WIPO Case No. D2004-0312 where the panel stated: "given the notoriety of the Complainant's Deutsche Bank mark, any use which the Respondent would make of any domain name, as here, that incorporated the Complainant's Deutsche Bank mark, or one confusingly similar thereto, would likely violate the exclusive trademark rights which the Complainant has long held in its mark".

[3] Referring to *Oki Data Americas Inc.* v *ASD Inc.,* WIPO Case No. D2001-0903, and to the line of cases in which that case has been applied – referred to in WIPO Overview of WIPO Panel Views on Select UDRP Questions 3.1 "(WIPO Overview 3.1") at section 2.8.

On the question of bad faith registration and use of the disputed domain name, the Complainant contends that it was the fame of the Complainant's LEGO marks that motivated the Respondent to acquire the disputed domain name, and that he could have no claim that he was unaware of the Complainant and its marks. The Complainant contends that the Respondent has been using the disputed domain name to intentionally attract Internet users to the Respondent's website for commercial gain, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation or endorsement of the Respondent's website. Under paragraph 4 (b) (iv) of the Policy such use constitutes bad faith registration and use of the disputed domain name for the purposes of paragraph 4 (a) (iii) of the Policy.

In addition, the Complainant notes that the fact that the disputed domain name has been set up for email use is a further indicator of the bad faith registration and use. It submits that emails emanating from the disputed domain name could not reasonably be used for any good faith purpose given the circumstances of the Respondent's use of the disputed domain name. The Complainant contends that it is likely that the disputed domain name may be actively used to facilitate fraudulent activity such as phishing, impersonating or passing off as the Complainant.

B. Respondent

The Respondent did not submit any formal Response to the Complaint. However, on June 24, 2026, the Respondent sent three separate emails to the Center, each written in French. The first of these emails advised that the Respondent was no longer the owner of the disputed domain name, and that the company who was seeking to recover it (an apparent reference to the Complainant) had already recovered the rights in it. The Center responded to that email a little over an hour later, acknowledging receipt of the Respondent's email and advising that the Center was currently in the process of verifying that the Complaint met the requirements of the Policy. The Center advised the Respondent that once it had confirmed that the Complaint complied with the formal requirements of the Policy the Respondent would receive formal notice that an administrative proceeding had been commenced against him under the Policy, and that he would then have 20 calendar days to submit a response.

The Respondent sent a response email to the Center immediately, advising that he had just been asked to transfer ownership of the disputed domain name, and he had done that. He added that he had not used the disputed domain name – he had just bought it and then transferred the ownership.

The Respondent sent a third email to the Center approximately three and a half hours later. In this email, he said he did not know that the use of the word "lego" in a domain name was prohibited, and that he had already transferred the disputed domain name to them (again, an apparent reference to the Complainant). He asked: "what is the problem?"

When he received the Center's notice of the Panel's appointment on July 30, 2026, the Respondent immediately sent a further email to the Center, this time in English. The email said:

"Hello, I don't understand a single word of all this. I have transferred the domain to the society few weeks ago, so what are the problem. The domains was not even used and I have do all my possible to transfer it."

The Respondent sent another (English language) email to the Center on August 6, 2026. This email said:

"I would like to apologize for using the domain name 'legocorner.com'. I purchased it because it was on sale at a very low price. I was obviously unaware of the legal protections surrounding the term 'Lego' in domain names, and I had intended to transfer it as soon as possible. However, as I was unavailable throughout July, I was unable to carry out the transfer or reply to emails in a timely manner. I will therefore transfer the domain name as quickly as possible once you have provided the necessary steps to do so.
I checked my Amen profile and noticed that the domain name was no longer there, because I had already transferred it to DNrecovery."

6. Discussion and Findings

Under paragraph 4(a) of the Policy, a Complainant is required to establish 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.

In addition to that basis on which a panel may order the transfer of an at-issue domain name, many panels have accepted that when, after an administrative proceeding under the Policy has commenced, a respondent clearly and unambiguously consents to the transfer of the at-issue domain name to the complainant, the panel may simply order the transfer of the domain name without making any findings on the grounds set out in paragraph 4 (a) (i) – (iii) of the Policy. The way in which this jurisdiction has been exercised by WIPO panels is discussed in WIPO Overview 3.1 at section 4.10, which provides:

Where parties to a UDRP proceeding have not been able to settle their dispute prior to the issuance of a panel decision using the "standard settlement process" described above, but where the respondent has nevertheless given its consent on the record to the transfer remedy sought by the complainant, many panels will order the requested remedy solely on the basis of such consent. In such cases, the panel gives effect to an understood party agreement as to the disposition of their case (whether by virtue of a deemed admission, or on a no-fault basis).

In some cases, despite such respondent consent, a panel may in its discretion still find it appropriate to proceed to a substantive decision on the merits. Scenarios in which a panel may find it appropriate to do so include (i) where the panel finds a broader interest in recording a substantive decision on the merits – notably recalling UDRP paragraph 4(b) (ii) discussing a pattern of bad faith conduct, (ii) where while consenting to the requested remedy the respondent has expressly disclaimed any bad faith, (iii) where the complainant has not agreed to accept such consent and has a preference for a recorded decision, (iv) where there is ambiguity as to the scope of the respondent's consent, or (v) where the panel wishes to be certain that the complainant has shown that it possesses relevant trademark rights.

In this case it may be contended that the Respondent's emails described above together amount to a consent to the making of an order for the transfer of the disputed domain name to the Respondent. But even if the Respondent's emails do individually or together constitute consent to the making of a transfer order, the Panel considers that there are features of this case that make it appropriate for it to continue to make findings on each element of the Policy.

Among the decisions cited at section 4.10 of WIPO Overview 3.1 is the decision in *GitHub, Inc.* v *Chris Koepke*, WIPO Case No. D2023-2995, in which the panel said: "Given Respondent's consent, the Panel could order transfer without discussing the merits. Nevertheless, the Panel deems further comment appropriate because Respondent disclaims any bad faith and there is a public interest in exposing potential identity theft or distribution of malware."

As will be seen from the Factual Background and Parties' Contentions sections of this decision, and from the consideration of the merits that follows below, the Respondent in this case has asserted that he was "unaware of the legal protections surrounding the term 'Lego' in domain names", and that he has made no use of the disputed domain name (notwithstanding that it has resolved to a website at which the Complainant's LEGO products appear to be available for sale, and on which there appears a logo / device which closely resembles the device mark). The Complainant has contended that the Respondent's intent was to effectively impersonate the Complainant. In those circumstances, and having regard to the Respondent's failure to file a Response or offer any explanation for the creation of the Respondent's website, the Panel considers that this also is a case where it is appropriate for the Panel to make findings on each of the elements of the Policy.

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 3.1, section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. It is the registered proprietor of the word mark LEGO in France, and its ownership of that registered mark is sufficient to establish rights in a mark for the purposes of paragraph 4 (a) (i) of the Policy (WIPO Overview 3.1, section 1.2.1.)

The entirety of the Complainant's LEGO mark is reproduced within the disputed domain name, and the Panel finds that that mark is recognizable within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the Complainant's LEGO word mark for the purposes of the Policy (WIPO Overview 3.1, section 1.7).

Although the addition of other terms in the disputed domain name (here, the dictionary word "corner"), might in an appropriate case bear on the assessment of the second and third elements of the Policy, the Panel finds that the addition of the word "corner" in this case does not prevent a finding of confusing similarity between the disputed domain name and the Complainant's LEGO mark for the purposes of paragraph 4 (a) (i) of the Policy (WIPO Overview 3.1, 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 that 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 3.1, 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 Complainant has shown that it has rights as the registered proprietor of the LEGO mark and the device mark in a number of jurisdictions, and that the disputed domain name is confusingly similar to the LEGO mark. The Complainant has not authorized or licensed the Respondent to use either its LEGO mark or the device mark in a domain name or on a website, but the Respondent has clearly copied the LEGO word mark in the disputed domain name, and he has prominently used a logo / device on the Respondent's website which has clearly been adopted to imitate the device mark.

Paragraph 4(c) of the Policy does provide a (non-exhaustive) list of circumstances which, if proved by a respondent, may suffice to demonstrate that the respondent has rights or legitimate interests in a disputed domain name. But the Respondent has not claimed in his emails that any of these circumstances exist – on the contrary, he has apologized for registering the disputed domain name, and says that he wants to transfer it to the Complainant. He said that he purchased the disputed domain name "because it was on sale at a very low price", and that he has not even been using the disputed domain name. However, he did not explain how or why the disputed domain name has resolved to a website (the Respondent's website) at which the Complainant's LEGO products have apparently been offered for sale, and on which there is a "LEGO CORNER" logo / device that generally adopts the colors and style of the device mark, and which was clearly intended to resemble the device mark so closely that site visitors who were familiar with the Complainant and its products would immediately but wrongly assume that they were looking at the device mark, or a variant of the device mark that the Complainant must have adopted for use on the Respondent's website.

Even if the Respondent had not apologized and offered to transfer the disputed domain name to the Complainant it appears that none of the paragraph 4 (c) circumstances could have applied. First, there is nothing to suggest that the Respondent (whether individually, or as a business or other organisation) is or has been commonly known by the disputed domain name (a circumstances listed at paragraph 4 (c) (ii) of the Policy). Secondly, there is nothing to suggest that the Respondent has been making a legitimate noncommercial or fair use of the disputed domain name, without intent for commercial gain to misleadingly divert consumers or tarnish the Complainant's LEGO mark or the device mark (a circumstance listed at paragraph 4 (c) (iii) of the Policy). Such use as has been made of the disputed domain name appears to have been commercial in nature.

The remaining circumstance listed in paragraph 4 (c) of the Policy is the circumstance where, before a respondent has any notice of the dispute, the respondent has used the domain name (or a name corresponding to it), in connection with a bona fide offering of goods or services, or has made demonstrable preparations to do so (Policy, paragraph 4 (c) (i)). The Panel considers that this circumstance could not have applied either, as the Respondent's use of the disputed domain name has not been used in connection with any bona fide offering of goods or services. The disputed domain name and the Respondent's website appear to have been deliberately registered and established with a view to attempting to attract, for commercial gain, Internet users to the Respondent's website, by creating a likelihood of confusion with the Complainant's LEGO word mark and the device mark, as to the source, sponsorship, affiliation or endorsement of the Respondent's website.

The Complainant did address in its submissions the possibility that the Respondent might claim in its defence that he is a bona fide reseller of genuine LEGO products (albeit not an authorized one) and that a reseller in such circumstances may enjoy "nominative fair use" rights where and to the extent it is necessary for the reseller to refer to the trademark owner's mark in order to conduct his or her reselling business (referring to *Oki Data Americas Inc. v ASD Inc.*,[4] and the line of cases referred to in WIPO Overview 3.1 at section 2.8). But the *Oki Data* requirements for nominative fair use by a reseller or distributor include a requirement that the respondent must actually be offering the goods or services at issue, and in this case the Respondent has said that the disputed domain name has not been used (and, inferentially, that no LEGO products have in fact been available for purchase through the Respondent's website).

A second requirement of the Oki Data test is that the respondent's website must accurately disclose the respondent's relationship with the trademark holder, and in this case the Panel is not satisfied that the "no affiliation" disclosure that appears in item 8 in a list of "Terms of Sale" on the Respondent's website was sufficient to meet that requirement. Many Internet users visiting the Respondent's website would reasonably but wrongly assume from (i) the disputed domain name itself and (ii) the prominent use of the "LEGO CORNER" logo / device on the Respondent's website that they had arrived at a website that must be owned (or at least endorsed) by the owner of the famous LEGO marks. The use of a logo / device on the

[4] Above at n. 3.

Respondent’s website that so closely resembled the device mark went well beyond what a bona fide reseller of genuine LEGO products would have needed to sell the products he or she was offering for sale, and it exacerbated the false impression (initially created by the disputed domain name itself) that the Respondent’s website was likely owned, operated or endorsed by the Complainant. The false impression created by the use of the disputed domain name and the prominent use of the LEGO CORNER logo / device on the Respondent’s website could not be somehow “cured” by a (non-prominent) “no affiliation” disclaimer appearing in the 8th item in a list of “Terms of Sale” on page 3 of the Respondent’s website.

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

C. Registered and Used in Bad Faith

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. Those circumstances include the following:

(iv) By using the domain name, the holder has intentionally attempted to attract, for commercial gain, Internet users to the holder’s website or other online location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation or endorsement of the holder’s website or location or of a product or service on the holder’s website or location.

Applying paragraph 4 (b) (iv) of the Policy in this case, the Panel considers that the Respondent has, by using the disputed domain name, attempted to attract Internet users to the Respondent’s website by creating a likelihood of confusion with the Complainant’s LEGO mark and with the device mark, as to the source, sponsorship, affiliation or endorsement of the Respondent’s website. The Panel further considers that the Respondent has done so for commercial gain.

First, there can be no question that the Respondent was well aware of the Complainant and its famous LEGO marks when he registered the disputed domain name. The Respondent does not suggest otherwise, and the Respondent’s website appears to offer for sale the Complainant’s products. Secondly, the Respondent could not have failed to appreciate that many Internet users coming across the disputed domain name would assume that any website at the disputed domain name was a website owned, operated, or at least endorsed by the Complainant. Thirdly, on arrival at the Respondent’s website, the Internet user would immediately see the “LEGO CORNER” logo / device, and assume that it was either the device mark or a version of the device mark that had been adapted by the Complainant for use on a new “Lego Corner” website.

All of that must have been obvious to the Respondent when he registered the disputed domain name, and he could not have failed to appreciate the likelihood of confusion that he was creating when he (i) registered the disputed domain name and (ii) used the “LEGO CORNER” logo /device on the Respondent’s website.

In the absence of a Response to the Complaint, the Panel concludes that it is more likely than not that the Respondent did act for commercial gain in the sense required by paragraph 4 (b) (iv). If, contrary to what the Respondent has said in his emails, the Respondent was actually selling any products through the Respondent’s website, the revenue from those sales would have been a commercial gain, within the meaning of paragraph 4 (b) (iv) of the Policy. If the Respondent only acquired the disputed domain name because it was on sale at a very low price, as he says, and he had no intention to sell any goods through the disputed domain name, there are obvious questions as to who set up the Respondent’s website (including going to the trouble of creating the “LEGO CORNER” logo / device), and why someone would have gone to the trouble of doing that if they did not intend to sell the products that were ostensibly available for purchase on the Respondent’s website. The Respondent offered no answers to those questions in the emails he sent to the Center, and in the absence of any answers to those questions the Panel is unable to give any credit to the Respondent’s assertions that he was unaware of the legal protections surrounding the term “Lego” in a domain name, and that he only acquired the disputed domain name because it was on sale at a very low price.

In the end, the only conclusions that appear to be reasonable are (i) that the Respondent registered the disputed domain name and established the Respondent's website with the intention of making a commercial gain by selling products through the Respondent's website, or (ii) that he never intended to sell any products through the Respondent's website, but did intend to derive a commercial gain by obtaining the email addresses (and possibly other personal information of Internet visitors who "registered" on the Respondent's website), and use that information for phishing or other bad faith activities such as the distribution of malware. In the absence of any Response to the Complaint the Panel infers that in either case (i) or case (ii) above the Respondent's intention was to intentionally attempt to attract, for commercial gain, Internet users to the Respondent's website, by creating a likelihood of confusion with the Complainant's LEGO mark and the device mark as to the source, sponsorship, affiliation or endorsement of the Respondent's website. That is sufficient to establish bad faith registration and use of the disputed domain name under paragraph 4 (b) (iv) of the Policy.

The Complainant also pointed to the risk that the Respondent may have registered the disputed domain name with the view to impersonating the Complainant by sending emails from the disputed domain name. It is enough to say that there is no evidence that that is what the Complainant intended, and in either event the Panel considers it more likely than not that the Respondent intended to create and use the Respondent's website for the bad faith use described in paragraph 4 (b) (iv) of the Policy.

For the foregoing reasons, 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 <legocorner.com> be transferred to the Complainant.

/Warwick Smith/
Warwick Smith
Sole Panelist
Date: August 13, 2026