

ADMINISTRATIVE PANEL DECISION

Hilton Worldwide Manage Limited v. Alexander Usachev
Case No. D2026-2732

1. The Parties

The Complainant is Hilton Worldwide Manage Limited, United Kingdom, represented by Markmonitor, United Kingdom.

The Respondent is Alexander Usachev, Russian Federation.

2. The Domain Name and Registrar

The disputed domain name <conradmaldivesrangali.com> (the "Domain Name") is registered with Dynadot Inc (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 23, 2026. On June 24, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On June 25, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent (Dynadot Privacy Service, Super Privacy Service LTD c/o Dynadot) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 26, 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 29, 2026. The Respondent sent email communications to the Center on June 25 and June 29, 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 15, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 4, 2026. The Respondent sent further email communications to the Center on July 15, 2026. The Center received a third-party email communication on July 15, 2026.

The Center appointed Piotr Nowaczyk as the sole panelist in this matter on August 17, 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 is a subsidiary of Hilton Worldwide Holdings Inc., which, together with its other subsidiaries, is known as the Hilton group ("Hilton"), a global hospitality group operating hotels and resorts worldwide.

One of Hilton's luxury hotel and resort brands is Conrad Hotels & Resorts, established in 1985. Conrad Hotels & Resorts operates hotels and resorts worldwide, including Conrad Maldives Rangali Island.

Hilton operates two dedicated webpages for Conrad Maldives Rangali Island, including one on its official website and another at the domain name <conradmaldives.com>.

The Complainant holds registered intellectual property rights on behalf of Hilton. In particular, the Complainant is the owner of the following CONRAD trademark registrations:

- the United Kingdom Trademark Registration for CONRAD (word trademark) No. UK00001502585, registered on February 10, 1995;
- the Swiss Trademark Registration for CONRAD (word trademark) No. P-373638, registered on November 7, 1989; and
- the New Zealand Trademark Registration for CONRAD (word trademark) No. 194440, registered on April 28, 1993.

The Domain Name was registered on March 16, 2007.

According to the Complainant, the Domain Name was originally registered by Hilton and was initially used in connection with the Conrad Maldives Rangali Island resort. The Complainant is uncertain of how or when exactly the Domain Name expired, but notes that by at least 2010, the Domain Name subsequently changed registrants and was used for various purposes, including domain name parking, and a website providing information concerning the resort and displaying affiliate booking links. At a later stage, the website also displayed links to third-party payday loan services.

According to the Complainant, at the time of filing of the Complaint, the Domain Name resolved to a website containing information concerning the Conrad Maldives Rangali Island resort. The website displayed a banner offering the Domain Name for sale, a disclaimer stating that it was not the official website of the resort, affiliate booking links, and links to payday loan websites.

As of the date of this Decision, the Domain Name continues to resolve to a website concerning the Conrad Maldives Rangali Island resort. The website displays a prominent banner offering the Domain Name for sale, information and images relating to the resort, "Book Now" links, and a link concerning loans. It also contains a disclaimer stating: "This site is NOT an official website of the Conrad Maldives Rangali Island Hotel. Information is for reference only."

The Panel further notes that, on October 2 and October 14, 2025, the Complainant sent cease-and-desist correspondence to the Respondent. No response was received.

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 Domain Name.

First, the Complainant contends that the Domain Name is confusingly similar to the trademark in which the Complainant has rights.

Second, the Complainant argues that the Respondent has neither rights nor legitimate interests in the Domain Name.

Third, the Complainant submits that the Domain Name was registered and is being used in bad faith.

B. Respondent

The Respondent did not submit a formal Response. However, in a number of informal communications to the Center, the Respondent disputed the Complainant's contentions.

The Respondent states that he acquired the Domain Name in 2019 through a domain name auction and contends that he was entitled to purchase and use a domain name that had been made available for sale.

The Respondent further contends that he did not seek to exploit the Complainant's brand. In this regard, the Respondent points to the disclaimer displayed on the website stating that it is not the official website of the Conrad Maldives Rangali Island Hotel, as well as to a link directing Internet users to the official website of the hotel. The Respondent characterizes the website as an affiliate website.

The Respondent also states that he was willing to remove or modify the content of the website and expressed willingness to resolve the dispute amicably.

6. Discussion and Findings

Paragraph 4(a) of the Policy places a burden on the Complainant to prove the presence of three separate elements, which can be summarized as follows:

- (i) the 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 the Domain Name; and
- (iii) the Domain Name has been registered and is being used in bad faith.

The applicable standard of proof in UDRP cases is the "balance of probabilities" or "preponderance of the evidence"; some panels have also expressed this as an "on balance" standard. Under this standard, a party should demonstrate to a panel's satisfaction that it is more likely than not that a claimed fact is true. See section 4.2 of the WIPO Overview of WIPO Panel Views on Select UDRP Questions (["WIPO Overview 3.1"](#)).

6.1. Procedural Issues

A. Language of the Proceeding

On July 15, 2026, the Respondent requested a copy of the Complaint in Russian. The Respondent stated that Russian is his native language and expressed concern that he might misunderstand certain points of the

Complaint.

Under paragraph 11(a) of the Rules, unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

Noting the aim of conducting the proceedings with due expedition, paragraph 10 of the UDRP Rules vests a panel with authority to conduct the proceedings in a manner it considers appropriate while also ensuring both that the parties are treated with equality, and that each party is given a fair opportunity to present its case. See section 4.5.1 of the [WIPO Overview 3.1](#).

Against this background, panels have found that certain scenarios may warrant proceeding in a language other than that of the registration agreement. Such scenarios include (i) evidence showing that the respondent can understand the language of the complaint, (ii) the language/script of the domain name particularly where the same as that of the complainant's mark, (iii) any content on the webpage under the disputed domain name, (iv) prior cases involving the respondent in a particular language, (v) prior correspondence between the parties, (vi) potential unfairness or unwarranted delay in ordering the complainant to translate the complaint, (vii) evidence of other respondent-controlled domain names registered, used, or corresponding to a particular language, (viii) in cases involving multiple domain names, the use of a particular language agreement for some (but not all) of the disputed domain names, (ix) currencies accepted on the webpage under the disputed domain name, or (x) other indicia tending to show that it would not be unfair to proceed in a language other than that of the registration agreement. See section 4.5.1 of the [WIPO Overview 3.1](#).

In the present case, the Registrar confirmed that the language of the Registration Agreement is English. The Complainant filed the Complaint in English and has not requested that the proceeding be conducted in another language.

The Panel has considered the Respondent's request and does not find sufficient grounds to conduct the proceeding in Russian. In particular, the website associated with the Domain Name contains content in English. This indicates that the Respondent is familiar with the English language. Moreover, the Respondent submitted several communications to the Center in English. Those communications address the substance of the dispute in some detail and indicate that the Respondent is able to communicate in English for the purposes of this proceeding. Finally, the Panel considers that substantial additional expense and delay would likely be incurred if the Complaint had to be translated into Russian.

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

4.2. Respondent's Informal Communications

The Panel notes that the Respondent sent several informal communications to the Center in this proceeding. In particular, on June 25 and June 29, 2026, the Respondent commented on the registration and use of the Domain Name, the content of the associated website, and the Complainant's claims. On July 15, 2026, the Respondent sent further communications concerning, inter alia, the content of the website, a possible settlement, and the language of the proceeding.

The Rules provide for the submission of the Complaint by the Complainant and the Response by the Respondent. No express provision is made for supplemental filings by either Party, except in response to a deficiency notification or if requested by the Center or the Administrative Panel.

Paragraphs 10 and 12 of the Rules in effect grant the Panel discretion to determine the admissibility of supplemental filings (including further statements or documents) received from either Party. Thus, it is in the discretion of the Panel to determine whether to consider and/or admit any supplemental filing in rendering its

decision.

UDRP panels have repeatedly affirmed that the party submitting or requesting to submit an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response (e.g., owing to some unforeseen or exceptional circumstance). See section 4.6 of the [WIPO Overview 3.1](#).

While unsolicited supplemental filings are generally discouraged, and should not consist on a mere rebuttal opportunity (which it is not contemplated within the Rules), the Panel considers it appropriate, in the circumstances of the present case, to take the Respondent's informal communications into account. These communications were submitted directly to the Center in connection with the present proceeding and set out the Respondent's position on matters material to the dispute.

Given the above, the Panel determines that the Respondent's informal communications are admitted and considered in rendering this Decision.

6.2. Substantive Issues

A. Identical or Confusingly Similar

Under the first element, the Complainant must establish that the Domain Name is identical or confusingly similar to the trademark in which the Complainant has rights.

The Complainant holds valid registrations for the CONRAD trademark. The Domain Name incorporates this trademark in its entirety. As numerous UDRP panels have held, in cases where a domain name incorporates the entirety of a trademark, the domain name will normally be considered confusingly similar to that mark. See section 1.7 of the [WIPO Overview 3.1](#).

The addition of the terms "maldives" and "rangali" in the Domain Name does not prevent a finding of confusing similarity between the Domain Name and the Complainant's CONRAD trademark. Panels have consistently held that where the relevant trademark is recognizable within the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) would not prevent a finding of confusing similarity under the first element. See section 1.8 of the [WIPO Overview 3.1](#).

The Top-Level Domain ("TLD") ".com" in the Domain Name is viewed as a standard registration requirement and as such is typically disregarded under the first element confusing similarity test. See section 1.11.1 of the [WIPO Overview 3.1](#).

Given the above, the Panel finds that the Domain Name is confusingly similar to the Complainant's CONRAD trademark. Thus, the Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Under the second element, the Complainant must prove that the Respondent has no rights or legitimate interests in the Domain Name.

A right or legitimate interest in the Domain Name may be established, in accordance with paragraph 4(c) of the Policy, if the Panel finds any of the following circumstances:

- (i) that the Respondent has used or made preparations to use the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services prior to the notice of the dispute; or

- (ii) that the Respondent is commonly known by the Domain Name, even if the Respondent has not acquired any trademark rights; or
- (iii) that the Respondent is making a legitimate noncommercial or fair use of the Domain Name without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark.

In the present case, the Complainant's CONRAD trademark registrations predate the Respondent's registration of the Domain Name. There is no evidence in the case record that the Complainant has licensed or otherwise permitted the Respondent to use the CONRAD trademark or to register the Domain Name incorporating this trademark.

The Domain Name incorporates the CONRAD trademark together with the terms "maldives" and "rangali", which directly correspond to the Complainant's Conrad Maldives Rangali Island resort. Such composition of the Domain Name carries a risk of implied affiliation. See section 2.5.1 of the [WIPO Overview 3.1](#).

Moreover, it results from the evidence on record that the Respondent does not make use of the Domain Name in connection with a bona fide offering of goods or services, nor does it make a legitimate noncommercial or fair use of the Domain Name.

On the contrary, at the time of filing of the Complaint, the Domain Name resolved to a website concerning the Conrad Maldives Rangali Island resort, displaying information and images relating to the resort, a prominent banner offering the Domain Name for sale, a disclaimer stating that the website was not the official website of the resort, "Book Now" links, and links relating to payday loan services. As of the date of this Decision, the Domain Name continues to resolve to a substantially similar website where it is also offered for sale (this being a banner comprising almost half of the landing page). Such use of the Domain Name does not support a finding of rights or legitimate interests under the Policy.

The Panel has considered the Respondent's contention that the website associated with the Domain Name was an affiliate website providing information concerning the Complainant's resort. As noted in section 2.7 of the [WIPO Overview 3.1](#), an informational website may, in appropriate circumstances, support a respondent's claim to rights or legitimate interests. However, for purposes of assessing fair use under UDRP paragraph 4(c)(iii), a respondent's fan or informational site must be active, genuine, and clearly distinct from any official complainant site. Similar to claimed criticism sites, there are a number of UDRP cases in which the respondent claims to have a true fan or informational site but the panel finds that it is primarily a pretext for cybersquatting. See section 2.7.1 of the [WIPO Overview 3.1](#).

In the present case, while the website associated with the Domain Name contains information concerning the Conrad Maldives Rangali Island resort and displays disclaimers identifying it as unofficial, it also contains affiliate booking links, contained links concerning payday loan services, and a prominent offer to sell the Domain Name. In these circumstances, the Panel does not consider the Respondent's use to constitute a genuine informational use sufficient to confer rights or legitimate interests under the Policy.

Given the above, there are no circumstances in evidence which could demonstrate, pursuant to paragraph 4(c) of the Policy, any rights or legitimate interests of the Respondent in respect of the Domain Name. Thus, there is no evidence in the case record that refutes the Complainant's prima facie case. In sum, the Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

Under the third element, the Complainant must prove that the Domain Name has been registered and is being used in bad faith.

Bad faith under the UDRP is broadly understood to occur where a respondent takes unfair advantage of or otherwise abuses a complainant's mark. See section 3.1 of the [WIPO Overview 3.1](#).

Under paragraph 4(b) of the Policy, evidence of bad faith registration and use includes, without limitation:

- (i) circumstances indicating the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the owner of a trademark or to a competitor of the trademark owner, for valuable consideration in excess of the documented out-of-pocket costs directly related to the domain name; or
- (ii) circumstances indicating that the domain name was registered in order to prevent the owner of a trademark from reflecting the mark in a corresponding domain name, provided it is a pattern of such conduct; or
- (iii) circumstances indicating that the domain name was registered primarily for the purpose of disrupting the business of a competitor; or
- (iv) circumstances indicating that the domain name has intentionally been used in an attempt to attract, for commercial gain, Internet users to a website or other online location, by creating a likelihood of confusion with a trademark as to the source, sponsorship, affiliation, or endorsement of the website or location or of a product or service on a website or location.

As indicated above, the Complainant's rights in the CONRAD trademark predate the registration of the Domain Name. This Panel finds that the Respondent was aware of the Complainant's trademark at the time of registration. This finding is supported by the composition of the Domain Name, which combines the CONRAD trademark with the terms "maldives" and "rangali", directly referring to the Complainant's Conrad Maldives Rangali Island resort. It is further supported by the content of the associated website, which is specifically devoted to that resort and contains references to the Complainant and its official website. In sum, the Respondent registered the Domain Name with the intention of taking unfair advantage of the reputation of the Complainant's CONRAD trademark.

The Domain Name is also being used in bad faith. The associated website is specifically directed at the Complainant's Conrad Maldives Rangali Island resort and uses the Complainant's CONRAD trademark to attract Internet users. The website contains information and images relating to the resort, together with affiliate "Book Now" links and links concerning payday loan services. The website also prominently offers the Domain Name for sale. In the Panel's view, such use seeks to capitalize on the reputation of the Complainant's trademark by attracting Internet users to the website for commercial gain. The presence of a disclaimer identifying the website as unofficial does not prevent a finding of bad faith in these circumstances. Rather, the disclaimer confirms the Respondent's awareness of the Complainant and its rights.

Moreover, as evidenced by the Complainant, the Domain Name has been configured with mail exchange records to enable sending and receiving emails from the Domain Name, which creates a risk of phishing (see *W.W. Grainger, Inc. v. WhoisGuard Protected, WhoisGuard, Inc. / Daniel Thomas*, WIPO Case No. [D2020-1740](#)).

In sum, the Panel finds, on the balance of probabilities, that the Domain Name has been registered and is being used in bad faith by the Respondent to attract Internet users to the associated website. The Panel finds that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the associated website by creating a likelihood of confusion with the Complainant's trademark as to the source, sponsorship, affiliation, or endorsement of the website.

Finally, the Respondent's failure to reply to the cease-and-desist letters further supports a finding of bad faith.

For the reasons discussed above, the Panel finds the third element of the Policy has been established.

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 Domain Name <conradmaldivesrangali.com> be transferred to the Complainant.

/Piotr Nowaczyk/

Piotr Nowaczyk

Sole Panelist

Date: August 27, 2026