

ADMINISTRATIVE PANEL DECISION

LEGO Holding A/S v. Nayara Bittencourt

Case No. D2026-3172

1. The Parties

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

The Respondent is Nayara Bittencourt, Brazil.

2. The Domain Name and Registrar

The disputed domain name <comprarlego.online> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 20, 2026. On July 20, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On July 20, 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 (Registration Private, Domains by Proxy LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on July 22, 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 July 23, 2026.

The Center verified that the Complaint and 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 27, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 16, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on August 21, 2026.

The Center appointed Luis C. Schmidt as the sole panelist in this matter on September 7, 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 limited liability company incorporated under the laws of Denmark, with its principal place of business in Billund, Denmark. It forms part of the LEGO Group, founded in 1932, which manufactures and markets construction toys and a broad range of related goods and services under the LEGO trademark. The LEGO Group operates five main hubs, 37 sales offices, six manufacturing sites and more than 500 retail stores, employs more than 33,800 people, and sells its products in more than 130 countries, including Brazil. With effect from January 1, 2025, LEGO Juris A/S was renamed LEGO Holding A/S in order to bring all LEGO-branded and related activities, including the rights and licenses relating to the LEGO brand, under a single governance structure, LEGO Juris A/S remaining recorded as Complainant's secondary name.

The Complainant shared sufficient evidence of the reputation enjoyed by the LEGO trademark, including its ranking as the second Consumer Superbrand in the United Kingdom in the 2023 Superbrands survey, the ranking of the LEGO Group as the most reputable company in the world in the 2024 Global RepTrak 100, and press reports of LEGO bricks having been named "Toy of the Century" by Forbes and by the Toy Retailers Association of the United Kingdom.

The Complainant is the owner of a large portfolio of trademark registrations for LEGO in jurisdictions throughout the world, a listing of which has been submitted with the Complaint. These include, among others, Danish trademark registration No. VR 1954 0060, LEGO, filed on October 30, 1953, registered on May 1, 1954 in class 28; Brazilian trademark registration No. 730130533, LEGO, filed on July 13, 1973, registered on January 16, 1982 in class 28; as well as a United States of America trademark registration No. 2,245,652, LEGO, filed on November 21, 1997, registered on May 18, 1999 in class 28.

The LEGO trademark is used in connection with construction toys and a range of related goods and services, and each of the above registrations is recorded as being in force at the time of the filing of the Complaint and predates the registration of the disputed domain name by decades.

The Complainant is further the owner of more than 6,000 domain names comprising the LEGO trademark, and operates its official websites at the domain names <lego.com>, registered on August 22, 1995, and, for the Brazilian market, <lego.com.br>, registered by the Complainant's subsidiary in Brazil.

The disputed domain name was registered on April 13, 2026. At the time of the filing of the Complaint, the disputed domain name resolved to a commercial website in Portuguese offering LEGO-branded products for sale. As shown by the screenshots submitted as Annex 11 to the Complaint, that website reproduced the layout, color scheme, text and images of the Complainant's official website for the Brazilian market at "www.lego.com.br", submitted as Annex 8.2 to the Complaint, prominently displayed the Complainant's LEGO logo, and bore the browser tab title "Loja Oficial LEGO® br" (in English, "Official LEGO® Store BR"). The website did not display a prominent disclaimer or other indication as to the absence of a relationship between the Respondent and the Complainant. To the contrary, the Panel notes that at the footer of the webpage, a very small disclaimer indicated that the website would be operated by a partner of the Complainant in Brazil ("M Shop Comercial LTDA is the official partner of the LEGO Group's licensed website in Brazil.").

The Respondent is an individual who, according to the registrant data disclosed by the Registrar, is located in Palhoça, Santa Catarina, Brazil. The disputed domain name was registered through a privacy service, , whose details appeared in the publicly available Whois record, the underlying registrant having been disclosed by the Registrar in response to the Center's request for registrar verification.

The Complainant states, unrefuted, that it has never licensed or otherwise authorized the Respondent to use the LEGO trademark, that the Respondent is not an authorized dealer or reseller of its products, and that no business relationship has existed between the Parties. The record contains no evidence of any correspondence between the Parties, and the Respondent did not reply to the Complainant's contentions.

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 dominant part of the disputed domain name consists of the term "lego", which is identical to its LEGO trademark, and that the disputed domain name is therefore confusingly similar to that mark. In the Complainant's view, the addition of the prefix "comprar", meaning "to buy" in Portuguese and Spanish, does not diminish that confusing similarity, it being long-established that confusing similarity is generally recognized where well-known trademarks are combined with generic prefixes or suffixes, and the addition of the generic Top-Level Domain ".online" has no impact on the overall impression conveyed by the dominant portion of the disputed domain name. The Complainant further submits that the fame and distinctiveness of the LEGO trademark have been confirmed in numerous prior decisions under the Policy, and that, given the reputation of the mark, Internet users are bound to associate the disputed domain name with the Complainant or to assume the existence of a commercial relationship with it.

As to the second element, the Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant states that it has never granted the Respondent any license or authorization to use the LEGO trademark, that the Respondent is not an authorized dealer or reseller of its products, and that no business relationship has ever existed between the parties. The Complainant further contends that the Respondent is not making a bona fide offering of goods or services, since the website at the disputed domain name reproduces the design, color scheme, text and images of the Complainant's official website for the Brazilian market at "www.lego.com.br" and displays the Complainant's LEGO logo without consent, so as to pass itself off as the Complainant, which prior panels have held cannot amount to fair use. The Complainant adds that the Respondent does not satisfy the cumulative criteria set out in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#), in particular because the website contains no disclaimer or other accurate disclosure of the absence of any relationship with the Complainant and, on the contrary, presents itself through the browser tab title "Official LEGO® Store BR" as the Complainant's official store.

As to the third element, the Complainant contends that the disputed domain name was registered and is being used in bad faith. The Complainant submits that the registration of the disputed domain name, on April 13, 2026, postdates by decades its registrations of the LEGO trademark in Brazil, where the Respondent is located, and elsewhere, and that, given the fame of the mark, the Respondent cannot credibly claim to have been unaware of the Complainant's rights at the time of registration; in the Complainant's view, the incorporation of a well-known trademark into a domain name by a registrant having no plausible explanation for doing so is in itself an indication of bad faith. The Complainant further contends that, by using the disputed domain name to resolve to an unauthorized commercial website offering LEGO products and prominently displaying its logo, the Respondent has intentionally attempted to attract Internet users to that 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 website, within the meaning of paragraph 4(b)(iv) of the Policy. The Complainant adds that such use disrupts its business under paragraph 4(b)(iii) of the Policy, the website being used to offer what appears to be counterfeit goods for sale, an activity which prior panels have consistently regarded as manifest evidence of bad faith. Finally, the Complainant points to the substantial number of proceedings brought in respect of domain names combining the LEGO trademark with other terms as an indication of the extent to which the mark attracts abusive registrations of this kind.

The Complainant requests that the disputed domain name be transferred to it.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

The Panel notes that the Respondent did not submit any response to the Complaint. The Center having discharged its obligation under paragraph 2(a) of the Rules to employ reasonably available means calculated to achieve actual notice to the Respondent, and the Respondent having failed to reply within the time period prescribed, the Panel may, under paragraphs 5(f) and 14(a) of the Rules, decide the dispute based upon the Complaint, and may, under paragraph 14(b) of the Rules, draw such inferences from the Respondent's default as it considers appropriate.

Paragraph 4(a) of the Policy requires the Complainant to prove, in respect of the disputed domain name, each of the following three elements: (i) that the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; (ii) that the Respondent has no rights or legitimate interests in respect of the disputed domain name; and (iii) that the disputed domain name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[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. [WIPO Overview 3.1](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

Although the addition of other terms, here the Portuguese and Spanish term "comprar", meaning "to buy", 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 name and the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

In reaching the above findings, the Panel has had regard to the following. First, the Complainant has evidenced ownership of numerous registrations for the LEGO trademark in force in jurisdictions throughout the world.. Second, the disputed domain name reproduces that trademark in its entirety, the element "lego" remaining clearly recognizable within it. Third, the only additional element is the prefix "comprar", which does not dispel a finding of confusing similarity under the first element test.. The generic Top-Level Domain ".online" is a standard registration requirement and may be disregarded for the purposes of the comparison called for under the first element. [WIPO Overview 3.1](#), section 1.11.1.

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 Respondent has not rebutted the Complainant’s prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

None of the circumstances set out in paragraph 4(c) of the Policy are present on this record. The Complainant has stated, without rebuttal, that it has never licensed or otherwise authorized the Respondent to use the LEGO trademark and that the Respondent is neither an authorized dealer nor a reseller of its products. The name of the Respondent disclosed by the Registrar bears no resemblance to the disputed domain name, and there is nothing to suggest that the Respondent has been commonly known by it. Nor can the Respondent’s use of the disputed domain name be characterized as a bona fide offering of goods or services: the website to which it resolved reproduced the layout, color scheme, text and images of the Complainant’s official website for the Brazilian market, displayed the Complainant’s LEGO logo without consent, and presented itself, through the browser tab title “Official LEGO® Store BR”, as the Complainant’s official store in Brazil. Such use, the Panel finds, amounts to impersonation of, or passing off as, the Complainant or as its authorized reseller, which the Complainant states that Respondent is not. Equally, given the plainly commercial character of the website, no legitimate noncommercial or fair use arises.

The Panel further observes that the composition of the disputed domain name is itself inconsistent with any claim to rights or legitimate interests: the addition of the term “comprar” to the Complainant’s trademark conveys to Internet users the impression of an authorized channel for the purchase of the Complainant’s products, and so carries a risk of implied affiliation with the Complainant. [WIPO Overview 3.1](#), section 2.5.1.

Panels have held that the use of a domain name for illegitimate activity, here, claimed, passing off can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.1](#), section 2.13.1.

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

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

As to registration, the Panel notes that the Respondent registered the disputed domain name on April 13, 2026, decades after the Complainant secured its registrations for the LEGO trademark, including in Brazil, the country in which the Respondent is located. The LEGO trademark is highly distinctive, has no descriptive meaning in relation to the goods for which it is used, and enjoys a substantial reputation in Brazil and internationally. In these circumstances, and in the absence of any explanation from the Respondent, the

Panel is satisfied that the Respondent had the Complainant's trademark in mind when registering the disputed domain name. That conclusion is placed beyond doubt by the content of the website to which the disputed domain name resolved, which reproduced the Complainant's official Brazilian website and its LEGO logo: a registrant cannot replicate a trademark owner's website without having been aware of that owner and of its trademark. The Panel accordingly finds that the disputed domain name was registered in bad faith. [WIPO Overview 3.1](#), section 3.2.1.

As to use, the Panel finds that the circumstances of this case fall squarely within paragraph 4(b)(iv) of the Policy. The Respondent used the disputed domain name to resolve to a commercial website offering LEGO-branded products for sale, which is plainly a use for commercial gain. That website was designed to be taken as the Complainant's own website or as of an authorized reseller: it reproduced the layout, color scheme, text and images of the Complainant's official website for the Brazilian market, displayed the Complainant's LEGO logo, and described itself as the "Official LEGO® Store BR". Internet users encountering the disputed domain name, composed of the Complainant's trademark preceded by the term "comprar", would reasonably expect to reach a website operated or authorized by the Complainant for the purchase of its products, and the content of the website would confirm rather than dispel that expectation. The Respondent thereby intentionally attempted to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of that website and of the products offered on it. Nothing in the record suggests that this result was inadvertent; on the contrary, the deliberate replication of the Complainant's website demonstrates that confusion was the very objective of the Respondent.

Panels have held that the use of a domain name for illegitimate activity, here, claimed passing off, constitutes bad faith. [WIPO Overview 3.1](#), section 3.4. Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes bad faith under the Policy.

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 <comprarlego.online> be transferred to the Complainant.

/Luis C. Schmidt/

Luis C. Schmidt

Sole Panelist

Date: September 21, 2026