



YACHT CLUB COSTA SMERALDA



MAXI YACHT ROLEX CUP 2023

**NOTICE OF RACE
PORTO CERVO, 3rd - 9th SEPTEMBER**





MAXI YACHT ROLEX CUP

Porto Cervo, 3 – 9 September 2023

NOTICE OF RACE

The Maxi Yacht Rolex Cup is organized under the authority of the Italian Sailing Federation, from 3 to 9 September 2023 by the Yacht Club Costa Smeralda (YCCS) in conjunction with the International Maxi Association (IMA) and sponsored by Rolex SA.

Organizing Authority (OA) & Venue

Yacht Club Costa Smeralda 07021 Porto Cervo (SS) - Sardinia - Italy
t. +39 0789 902200 | secretariat@yccs.it | www.yccs.com

1. RULES

1.1 The regatta will be governed by the rules as defined in The Racing Rules of Sailing.

1.2 Racing Rules may be changed as follows:

1.2.1 In case of class starts (J class, etc.) class rules may change RRS, ORCSy and IRC Rules.

1.2.2 Exceptions to RRS 77 (Identification of Sails) may be granted by the organizer upon written request prior to the close of registration.

1.3 The World Sailing Offshore Special Regulations (OSR) Category 4. OSR Category 4 compliance will be evaluated by the Technical Committee.

1.4 J Class Association Class Rule for J Class Yachts The J Class will use Appendix UF Umpired Fleet Racing, J CLASS 2023 Umpired Edition, except when a J Class yacht meets a boat from another class.

1.5 The IMA Class Rules:

(a) IMA Rule C.2.1.(a).2 (OWNER DRIVER) applies to Maxi;

(b) IMA Rules C2.2 to C2.5 (OWNER DRIVER) apply to helmsmen in Maxi.

For Owner Drivers from the age of 75 the conditions of IMA Rule C.2.2 are relaxed as follows:

(a) WL races: Owner Driver or Charterer Helm only from the preparatory signal. Per hour a 10 minute break is permitted. The Owner Driver or Charterer Helm shall drive the first and final mile of the race. The break(s) shall take place between mark roundings and avoid clearly imminent maneuvers (tack/gybe).

(b) Coastal Races (any non WL race up to 60 miles): Owner Driver or Charterer Helm only from the preparatory signal. The first hour a 10 minute break is permitted, thereafter a Relief Helm may helm up to a total of 30 minutes per hour and after four hours up to a total of 45 minutes per hour. The Owner Driver or Charterer Helm shall drive the final two miles of the race.

1.6 The Rating Rules

1.6.1 The 2023 ORCSy Rule for Supermaxi.

1.6.2 The 2023 IRC Rule, Parts A, B and C, for Maxi.

(a) For the purposes of IRC rules 21.1.5 (d) and (e) this regatta is on consecutive days, yet the sails carried on board need not remain the same for the duration of the event, but sails need to remain the same for each day. For the purpose of this rule the day begins when the boat leaves the harbour for the first time each day and ends when the boat returns to the harbour after racing;

(b) IRC Rule 22.4.2, if applicable, is deleted and replaced with: "The maximum number of crew on board shall be the Crew Number printed on her certificate. There is no weight limit" (note that in consideration of IRC REDUCED CREW (see NoR 4.1.2b) the crew number printed on the IMA certificate shall apply);

1.6.3 The 2023 ORCmh Rule for Maxi Multihull.

1.6.4 If allowed by class rules, steering, ram and winch systems powered by force other than manual, as well as moveable appendages, trim tabs, water ballast and canting keels are permitted if each feature is declared on the IRC or ORCSy certificate (changes RRS 51 and 52).

1.7 No national authority prescription will apply except that Italians crews shall be FIV members and have a valid medical certificate and Italian boats shall have valid FIV authorization to display advertising (if applicable).

1.8 The official language is English. If there is a conflict between languages, the English text will take precedence.

1.9 The registration nationality of a boat is indicated by the owner of the boat as set out in the entry form ("Racing for" section). If not indicated, the sail national letters or the owner's nationality will be used.

1.10 In the event of a discrepancy between the Notice of Race and Sailing Instructions, the Sailing Instructions take precedence (changes RRS 63.7).

2. SAILING INSTRUCTIONS (SI)

2.1 The SI will be available to competitors upon final registration and published on 3 September at www.yccs.com

3. COMMUNICATION

3.1 The online Official Notice Board (ONB) is located at www.yccs.com

3.2 All boats shall be equipped with a Marine VHF transceiver capable of operating on VHF channels 09, 16, 71 and 72.

3.3 Communication with competitors will be via the online ONB and/or e-mails and/or WhatsApp. Additionally, the race committee will make courtesy broadcasts to competitors on VHF. Each boat shall have at least two devices connected to the internet with WhatsApp installed.

3.4 RRS 41 is changed such that for safety purposes boat to boat communication is allowed and encouraged. A dedicated VHF channel shall be used for this purpose and will be announced at the Skippers' Briefing and published in the Sailing Instructions. Boats shall maintain a constant watch on the safety channel when sailing in or near the racing area.

3.5 [DP] Except for safety reasons (NoR 3.4) or in case of an emergency, while racing a boat shall not make transmissions of any kind (voice, written, image, data, etc.) and shall not receive communication of any kind that is not available to all boats.

4. ELIGIBILITY and CLASSES

4.1 The regatta is open to the following boats with a LH not less than 18.29 metres as defined by the IMA Class Rules, with a valid rating certificate, endorsed if specified below in 4.1.2 (please note NoR 4.1.2 (a) for non-endorsed options and NoR 4.4 and 5.2):

4.1.1 **Supermaxi** boats with a valid ORCs certificate. Please note that if the minimum of 4 Supermaxis (NoR 4.2) is not met the IMA ATO will assist to arrange IRC certification in order to facilitate Supermaxi participation in a mix with Maxi boats. Also, the OA may decide to combine a Supermaxi start with Maxis close to the Supermaxi LH limit in the interest of fair and good competition for both. This start then could either be an IRC or an ORCs start depending on the mix of Supermaxis and Maxis.

4.1.2 **Maxi** boats with a valid IRC endorsed certificate. The Maxi class may be divided into sub-classes based on TCC.

Sub-class options are Maxi 1, Maxi 2, Maxi 3, Maxi 4 and Maxi 5.

The sub-class TCC bands will be:

Maxi 1: IRC TCC Greater than or equal to 1.700

Maxi 2: IRC TCC Greater than or equal to 1.600 and less than 1.700.

Maxi 3: IRC TCC Greater than or equal to 1.400 and less than 1.600.

Maxi 4: IRC TCC Greater than or equal to 1.260 and less than 1.400

Maxi 5: IRC TCC less than 1.260.

Please note that Maxis:

a) in sub-classes 3, 4 and 5 may request the IMA Technical Office (ATO) IMA certification on basis of a valid IRC Certificate only.

b) are eligible to enter the event on basis of the IRC REDUCED CREW rating calculation. This allows a boat to race with a maximum crew number of 70% of the IRC standard crew number.

On application, this value shall be recorded on the IMA Certificate and shall apply for all races. The calculated TCC shall be used in determining sub-class allocation. For further information please contact the IMA ATO.

4.1.3 **Maxi Multihull** boats (with a LH not less than 18.29 metres) with a valid ORCmh certificate. A maximum of 5 boats will be permitted to enter for this class. Selection will be primarily 'first come first served' but at its sole discretion the OA in the interest of the best possible competition reserves the right to override this principle as well as to extend the number of entries.

4.1.4 **J Class** yachts with a valid JCA Rating Certificate.

4.2 A minimum of 4 boats is required for separate class and sub-class scoring in Supermaxi and J Class, and of 5 boats in Maxi, unless the minimum is waived by the OA, with the approval of the IMA.

4.3 At the sole discretion of the OA, (sub-)classes may be combined for starts to ensure the best possible competition, also if the minimum number of boats to have a (sub-)class start is established. In the latter case there will be overall trophies for the combined start as well as trophies for the individual (sub-)class winners.

4.4 A valid (endorsed if applicable, see NoR 4.1) rating certificate, and if applicable a valid class certificate issued by the appropriate Rating or Class Authority, shall be submitted with the entry form. Rating certificates shall then be approved by the IMA Technical Office (ATO), which issues IMA certification. The IMA ATO may require full or partial re-measurement or additional information. For early approval or information please submit to:

technicaloffice@internationalmaxiassociation.com .

4.5 Competitors must be at least 12 years old on the first race of the event; crew members between 12 and 18 years old shall deliver at registration a disclaimer signed by a parent or guardian (the Parent Guardian Declaration form will be available on the YCCS website).

4.6 In accordance with the decision made by World Sailing to suspend participation of Russian and Belarusian competitors, the following are not eligible to take part in this regatta if this decision is still in place at the time of the close of entry:

- (a) Competitors with Russian or Belorussian passport or representing these countries;
- (b) Boats whose owner or person in charge is a national from Russia or Belarus; or
- (c) Boats registered in Russia or Belarus or with a sail number from these countries.

5. ENTRY AND ENTRY FEES

5.1 Entries shall be made on the official Entry Form (Attachment 1), which is also available on the event web site (www.yccs.com). The Entry Form, completed in full, and the rating and class certificates (NoR 4.4) shall be received by the YCCS Race Office not later than 30 July, accompanied by a non-refundable entry fee of € 4.000. The entry fee for YCCS Members and/or IMA Members is € 3.500.

5.2 If a boat elects to reconfigure, changing any measurement value requiring recertification, the new certificate shall be received by the OA not later than 18.00 on 28 August and be approved/IMA certified by the IMA ATO not later than 18.00 on 1 September, unless a different deadline is authorized by the OA. Any change on rating certificates after 18.00 on 28 August may only be as a result of inspections and controls. If a boat elects to adopt the IRC REDUCED CREW rating of 70% for the duration of the event, they shall inform the IMA ATO: technicaloffice@internationalmaxiassociation.com no later than 18.00 on the 20 August, unless a different deadline is authorized by the OA.

5.3 Boats that do not comply with the registration requirements by the deadline specified in this NoR may be subject to a 1% penalty added to elapsed time for all races without a hearing. This changes RRS 63.1 and A5.

5.4 The OA retains the right to refuse any entry, following the provision of RRS 76. Entry confirmations will be communicated by the OA. For late entries, moorings are not guaranteed and mooring fees are not included in the entry fee.

5.5 The entry fee can be paid by credit card or by bank transfer, and payment details are provided on the entry form. If the payment is made by bank transfer, a copy of the transfer confirmation is to accompany the entry form.

6. REGISTRATIONS

Final registration formalities shall be completed at the YCCS's Race Office by 16.00 on 3 September unless the OA approves a later time, which it will do only under exceptional circumstances. At registration, in addition to the certificates mentioned in NoR 4.1.1 and 4.1.2, the following documents will be required:

- (a) Acceptance of the NoR, Disclaimer of Liability and insurance as set out in the Entry Form;
- (b) Crew Declaration Form and Media Release consent. All competitors shall be in compliance with the World Sailing eligibility rules. All competitors, except those in the Supermaxi class and possibly the IMA affiliated or associated classes shall be in compliance with the IMA Owner/Driver rules (Helmsman designation form to comply with IMA Class Rule C.2);
- (c) For Italian competitors and boats only:
 - FIV cards and a valid medical certification;
 - Valid FIV authorization to display advertising on boat (if applicable);
- (d) Foreign competitors must comply with the rules of their national authority;
- (e) Parent Guardian Declaration form (if applicable – see NoR 4.5);

Note: Support boats shall register on the dedicated section of the entry form and collect the support boat identification flag at the race office during registration on Sunday 3 September. The support boat identification flag shall be displayed throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race of the regatta.

7. ADVERTISING

7.1 Advertising shall only be displayed in accordance with World Sailing Regulation 20 (Advertising Code). For Italian boats only the "Normativa 2023 per l'esposizione della pubblicità nelle manifestazioni veliche in Italia" shall apply.

7.2 [DP] Boats will be required to display the following throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race of the regatta:

7.2.1 Sponsor pennant on the backstay or centre back stanchion (supplied at registration);

7.2.2 Event battle flag, a sponsor pennant on the forestay and a boom sticker throughout the same period while moored (supplied at registration);

7.2.3 An identification number (rail panels) to be displayed clearly on both sides of the hull (supplied at registration);

7.2.4 The OA may require the installation, at no cost to competitors, of on board video cameras for the official television production and/or a GPS tracking system.

7.3 Boats intending to display advertising during the regatta shall state in the entry form the nature of such advertising. All advertising shall be approved by the OA.

7.4 Boats are responsible for informing advertisers and sponsors that no activities advertising any brand will be permitted ashore within the Marina area without written consent from the OA prior to the start of the regatta.

7.5 In the event that a YCCS member wishes to use the club burgee and/or regatta logos that include the YCCS burgee for crew uniform and/or other purposes during a regatta, a request should be sent via email to the Secretary General, who will indicate the correct use of the logos that are the property of the YCCS. Only YCCS members shall be authorized to use YCCS logos.

8. SCHEDULE

8.1 Sunday, 3 September: Registration, Measurement, Inspection and Skippers' Briefing (18.00 at YCCS).

8.2 Race days:

Monday	4 September	Race(s)
Tuesday	5 September	Race(s)
Wednesday	6 September	Race(s)
Thursday	7 September	Lay day or Resail
Friday	8 September	Race(s)

Saturday 9 September Race(s)

8.3 The scheduled time of the first warning signal each day will be at 12.00.

8.4 The IMA Annual General Meeting will be held at the YCCS on the scheduled lay day at 10.00 or late that afternoon if there is a re-sail that day.

8.5 On Saturday 9 September no warning signal will be made after 15.00.

8.6 Prizegiving: Saturday 9 September at 17.30

8.7 Scheduled number of races and format:

8.7.1 Supermaxi if not combined with another start, Maxi 3, Maxi 4, Maxi 5 and Maxi MH: maximum of 5 coastal races.

8.7.2 Maxi 1: maximum of 6 races, with a combination of 4 coastal races (1 per day) and 1 day with 2 windward/leeward races.

8.7.3 Maxi 2 and J-Class: maximum of 7 races, with a combination of 3 coastal races (1 per day) and 2 days with each 2 windward/leeward races.

8.8 Two races are required to constitute a series.

8.9 The OA and/or race committee reserve the right to modify the schedule based on weather conditions or other unforeseen reasons.

9. EQUIPMENT INSPECTION

9.1 [DP] All boats shall be at their berth in Marina Porto Cervo latest at 09.00 on 3 September. Earlier arrivals from 09.00 on 2 September or from berthing if later that day shall remain at their berth and be available to the Technical Committee until the boat's inspection and controls are completed or at such time as agreed with the IMA ATO. To book an inspection slot please contact: technicaloffice@internationalmaxiassociation.com

9.2 [DP] At any reasonable time throughout the regatta period race committee or technical committee members may undertake random inspections and measurement checks on any boat. This may include measurement, equipment checks and weighing, or determination of displacement by other means as approved by the IMA ATO. In the event of a protest, access for inspections may be requested at any time.

9.3 A list of the boat ratings will be posted on the event web site (www.yccs.com) by 15.00 on 2 September. The list will remain posted on the online ONB during the event. The Protest Time Limit for rating protests by boats, except relating to changes made during the regatta, will expire at 17.00 on 3 September.

10. PENALTY SYSTEM, INTERNATIONAL JURY, UMPIRING

10.1 For Supermaxi if not combined with another start, Maxi 3, 4, 5 and Maxi MH the Scoring Penalty, as provided in RRS 44.3, applies, and replaces the One-Turn and the Two-Turns Penalty.

10.2 For Maxi 1 and 2, RRS 44.1 is changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.

10.3 [DP] Penalties taken shall be declared on the appropriate form and lodged with the race office within the protest time limit.

10.4 [DP] Discretionary Penalties for breaches of a rule other than a rule of Parts 1 or 2 of the RRS may be less than disqualification if the jury so decides .

10.5 The J Class will use Appendix UF Umpired Fleet Racing J CLASS 2023 Umpired Edition.

10.6 Redress Limitation:

10.6.1 Redress shall not be given to a boat for a greater number of races than she completed in the event. This changes RRS 60.1(b) and RRS 62.

10.6.2 Actions by official boats, drones or helicopters shall not be grounds for requesting redress by a boat. This changes RRS 60.1(b).

10.7 An international jury will be appointed in accordance with RRS Appendix N. All decisions will be final as provided in RRS 70.5.

11. SCORING

11.1 The Low Point System RRS Appendix A shall apply without discards.

12. BERTHING

12.1 [DP] The entry fee includes berthing fees from 09.00 on 3 September to 10.00 on 10 September at Porto Cervo Marina or Port East provided that the completed entry form and entry fee are received by the YCCS race office before 30 July.

12.2 [DP] For late entries, berthing and berthing fees are not guaranteed and may not be included in the entry fee.

12.3 [DP] The cost for electricity, water, garbage, tenders, or additional periods are not included in the entry fee and must be paid directly to the Marina Office. The berth for any additional period (before and/or after the event) may be at Porto Cervo Marina or East Dock (Porto Vecchio) and different from the berth assigned during the event. Assignment of berths will be based on availability of berths and the characteristics of boats.

12.4 [DP] To reserve berths prior and after the dates indicated in NoR 12.1 and for tenders/support boats, submit your berthing requirement to e.pileri@marinadiportocervo.com c/c info@marinadiportocervo.com / secretariat@yccs.it

For additional information about the marina services and the price list please visit www.marinadiportocervo.it

12.5 [DP] Local regulations require that all yachts must inform the Harbourmaster's Office by radio on VHF Channel 9 when they first arrive in Porto Cervo and each time they leave or enter the Harbour. When berthed, it is mandatory for all participants to visit the Harbourmaster's Office to finalize their registration. Participants should consult the Harbour Safety Regulation at the following link: www.marinadiportocervo.com/regolamento/

12.6 [DP] All competitors are required by the Harbour Safety Regulations to keep the marina docks in order and provide appropriate space for others moored on the same dock. Sails and dock boxes shall be kept in the immediate vicinity of the assigned mooring place. The Harbourmaster and the Coast Guard will monitor the docks to ensure compliance.

12.7 [DP] It is reminded that infractions to the above-mentioned safety rules or inappropriate behaviours reported by the Harbourmaster or the Coast Guard to the OA may lead to discretionary penalties by the Jury or the exclusion from the regatta. Possible breaches of these regulations and requirements are not grounds for protests by boats. This changes RRS 60.1(a).

12.8 [DP] Sailing inside the harbour is forbidden.

13. HAULING OUT, HULL CLEANING AND DIVING RESTRICTIONS

13.1 [DP] Boats may not be hauled out after 2 September 2023 until the finish of the final race without prior written permission of the OA.

13.2 [DP] Independent swimming/diving inside the harbour is forbidden. Only the Harbour Master's divers are authorized to swim/dive inside the harbour and they can be booked on VHF Channel 9 or by email to:

e.pileri@marinadiportocervo.com c/c info@marinadiportocervo.com .

Only boats with a hard, non- polishing or non-ablating and non-biocidal urethane primer or topcoat on the underwater areas of the hull, when at their regatta berths and after permission by the Marina Office, may get their bottom cleaned by the Harbour Master's divers.

14. COMPETITOR DRONES

14.1 [DP] Teams or their representatives shall not fly drones over the Maxi Yacht Rolex Cup shore base or over the race area during training or racing days without complying with local legislation and without prior written approval by the organizer.

14.2 [DP] The approval granted at the sole discretion of the organizer may impose limitations on where and when drones may fly.

14.3 [DP] At any time the risk and responsibility for flying any drone is with the person flying the drone and images made inside the race area shall be shared with the organizer, race committee or jury at reasonable request.

15. PRIZES

The following trophies and awards will be presented on Saturday 9 September:

- Trophies for the 1st, 2nd and 3rd place boats of each class and approved sub-classes;
- Commodore Alberini Perpetual Trophy;
- Paolo Massarini ORC Challenge Trophy;
- IMA Trophy for the highest placed IMA Member;
- YCCS Trophy for the highest placed YCCS Member;
- Additional trophies at OA discretion.

16. AMENDMENTS TO THIS NOTICE OF RACE

16.1 The OA reserves the right to amend this NoR. Any amendments prior to 3 September will be emailed to owners whose entries have been accepted.

16.2 Amendments will also be posted on the online ONB on the YCCS website (www.yccs.com). Amendments to this NoR after 3 September will be posted on the ONB and sent to each yacht via e-mail to the e-mail addresses provided on the Entry Form. ("Owner", "Boat Captain", "Helmsman" and "Tactician" section).

17. DISCLAIMER OF LIABILITY

17.1 Competitors agree to be bound by the World Sailing RRS 2021/2024, this NoR and the SI. Competitors agree that the sole and inescapable responsibility for the nautical qualities of any boat participating in the Maxi Yacht Rolex Cup 2023, including her rigging, safety equipment on board and the competence, behavior and dress of her crew, is that of the Owner/Charterer of the boat. Competitors also agree to take any and all responsibility for all damages whatsoever caused to third persons or their belongings, to themselves or to their belongings, ashore and at sea as a consequence of their participation in the regatta, and hereby relieve from any responsibility, and agree to indemnify on a full indemnity basis and hold harmless, the OA, YCCS, IMA and sponsors (in particular but not limited to ROLEX SA and affiliated companies) and their representatives in respect of any claim arising there from.

17.2 Competitors shall apply RRS Part 1 **Fundamental Rule 3: " The responsibility for a boat's decision to participate in a race or to continue racing is hers alone "** .

17.3 In summary, competitors agree that the OA, YCCS, IMA and sponsors (in particular but not limited to ROLEX SA and affiliated companies) and their representatives have no responsibility for loss of life or injury to members or others, or for the loss of, or damage to any vessel or property.

17.4 As part of the registration process, , the boat representative will be required to sign a declaration accepting this disclaimer of liability.

17.5 Environmental responsibility: It is recalled the Basic Principle which states: "Participants are encouraged to minimize any adverse environmental impact of the sport of sailing", it is recommended that care be taken to protect the environment at all times during and after the event. Especially attention is drawn to RRS 47 -TRASH DISPOSAL- which states: "Competitors and support persons shall not intentionally put trash in the water. This rule applies at all times while afloat. The penalty for a breach of this rule may be less than disqualification".

18. DATA PROTECTION

18.1 Competitors and crew members on competing boats grant, at no cost, YCCS, IMA, ROLEX SA and affiliated companies the absolute right and permission to use their name, voice, image, likeness, biographical material as well as representations of the boats in any media (being television, print and internet media), including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information relating to ROLEX SA's involvement in sailing events, in particular the Maxi Yacht Rolex Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX SA and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX SA. Competitors and crew members' name, voice, image, likeness and biographical material shall not be used by ROLEX SA and affiliated companies in a way which constitutes an endorsement of ROLEX products by said competitors and crew members, unless the relevant competitor or crew member is engaged by ROLEX SA or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use.

19. INSURANCE

19.1 Each participating boat shall be insured with valid third part liability insurance with adequate cover taking into account the value of the boats racing and the measure of damages likely to arise in the event of an accident.

19.2 The OA is not responsible for verifying the status or validity of insurance certificates.

20. CONTACT DETAILS & FURTHER INFORMATION

20.1 YCCS Race Office: t. +39 0789 902200 | e. secretariat@yccs.it | ws. www.yccs.com

20.2 IMA Race Secretary: info@internationalmaxiassociation.com

20.3 IMA Technical Office (ATO): technicaloffice@internationalmaxiassociation.com

21. PRESS OFFICE

21.1 Media representatives and Boat Press representatives wishing to cover the event are requested to complete the YCCS accreditation form: [CLICK HERE](#) and to contact the YCCS Press Office t. +39 0789 902200 | pressoffice@yccs.it and/or: IMA Press Office: t. +39 345 8257605 | communications@internationalmaxiassociation.com

21.2 Media Drone: Accredited media using the press boat made available by the OA to follow the event are not authorized to fly drones on the regatta course.

21.3 Accredited media using their own vessel (or at their own expense) to follow the regatta must obligatorily inform the YCCS Press Office of any use of drones. Any drones used on the regatta course must be provided with the relevant authorizations from the competent authority (ENAC).

21.4 Authorization must be requested from the OA and a form assuming liability in the case of damage to third parties must be completed. In such event the OA will also specify the rules governing the use of drones on the regatta course.

22. SOCIAL EVENTS

22.1 Program to be confirmed in relation to the international pandemic situation.

22.2 For general enquiries on the YCCS social program and guest lists contact:

YCCS Events t. +39 0789 902200 | e. events@yccs.it

ATTACHMENT:

Attachment 1: Entry Form (also posted on the YCCS Website).

It is part of our mission to raise awareness among regatta participants on the urgent environmental issues affecting the oceans.

We are pleased to inform you that the regatta is organised following the principles of the Charta Smeralda, an ethical code established by the One Ocean Foundation - <http://www.1ocean.org>.



MAXI YACHT ROLEX CUP 2023
Porto Cervo, from 3rd to 9th September

Attachment 1: Entry Form

The form shall sent to the YCCS Race Office by email – secretariat@yccs.it - by 30th July accompanied by the entry fee.

MEMBER OF: YCCS (___) IMA (___)

Boat Name _____ Sail N. _____
(letter & number)

LOA _____ Beam _____ Minimum Draft (for mooring) _____ Year _____ Hull Colour _____

Model _____ Designer _____ Builder _____

Boat E.T.A. _____ Racing Crew, n. _____ Boat Advertising (if any) _____

IMPERATIVE: Contact details (clear & legible) to be reached ON - SITE for any daily communication (notices, amendments, invitations...) from Organizing Authority.

Owner/Charterer/Borrower:
(for web-site entry list)

Racing for, Country: _____ Racing for, Yacht Club: _____

Owner mobile, to join WhatsApp group: + _____ Owner, e-mail: _____

The Owner wishes to be named in: **- PRESS RELEASE:** YES NO **- called on the stage at the AWARDS CEREMONY:** YES NO

Owner's Name: _____

Boat Captain _____ @ _____ mobile: + _____

Helmsman _____ @ _____ mobile: + _____

Tactician _____ @ _____ mobile: + _____

Press Representative (if any), @: _____ Complete the YCCS accreditation form: [CLICK HERE](#)

Other e-mail
(to receive O.A. communications): 1) _____ 2) _____

WhatsApp Group
(a maximum of 2 numbers per boat): 1) + _____ 2) + _____

SUPPORT BOAT (if any): NO (___) YES (___) for mooring place refer to paragraph 12 of the NoR. A support boat flag **MUST be collected** at the YCCS Race Office.

COMPETITORS DRONE (if any): NO (___) YES (___) for the authorization please contact YCCS Press Office pressoffice@yccs.it

ENTRY FEE PAYMENT as per NoR paragraph 5: (___) € 4.000,00 or (___) € 3.500,00 for YCCS and/or IMA Members

(___) VIA **WIRE TRANSFER**, specify as object: MYRC 23 + NAME OF THE BOAT **BANK DETAILS:** Yacht Club Costa Smeralda, Banca Intesa San Paolo
IBAN: IT33 F030 6984 9021 0000 0000 071
BIC - SWIFT: BCITITMM

(___) VIA **CREDIT CARD (Pay by Link):** VISA (___) MASTERCARD (___) AMEX (___)

Email address where to send the link of payment:(clear & legible)

1.Disclaimer: Competitors agree to be bound by the World Sailing RRS 2021/2024, this NoR and the SI. Competitors agree that the sole and inescapable responsibility for the nautical qualities of any boat participating in the Maxi Yacht Rolex Cup, including her rigging, safety equipment on board and the competence, behaviour and dress of her crew, is that of the Owner/Charterer of the boat. Competitors also agree to take any and all responsibility for all damages whatsoever caused to third persons or their belongings, to themselves or to their belongings, ashore and at sea as a consequence of their participation in the regatta, and hereby relieve from any responsibility, and agree to indemnify on a full indemnity basis and hold harmless, the OA, YCCS, IMA and sponsors (in particular but not limited to ROLEX SA and affiliated companies) and their representatives in respect of any claim arising there from. Competitors shall apply RRS Part 1 Fundamental Rule 3: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". In summary, competitors agree that the OA, YCCS, IMA and sponsors (in particular but not limited to ROLEX SA and affiliated companies) and their representatives have no responsibility for loss of life or injury to members or others, or for the loss of, or damage to any vessel or property. As part of the registration process, the boat representative will be required to sign a declaration accepting this disclaimer of liability. **2. Media Releases:** Competitors and crew members on competing boats grant, at no cost, YCCS, IMA, ROLEX SA and affiliated companies the absolute right and permission to use their name, voice, image, likeness, biographical material as well as representations of the boats in any media (being television, print and internet media), including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information relating to ROLEX SA's involvement in sailing events, in particular the Maxi Yacht Rolex Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX SA and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX SA. Competitors and crew members' name, voice, image, likeness and biographical material shall not be used by ROLEX SA and affiliated companies in a way which constitutes an endorsement of ROLEX products by said competitors and crew members, unless the relevant competitor or crew member is engaged by ROLEX SA or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use. **3. Insurance:** Each participating boat shall be insured with valid third party liability insurance with adequate cover taking into account the value of the boats racing and the measure of damages likely to arise in the event of an accident. The OA is not responsible for verifying the status or validity of insurance certificates. **4. Indemnity:** A competitor shall be responsible for any and all property damage and personal injury (including death) incurred by yacht, its owner, its captain, its crew members, its guests and/or any third party while the yacht is participating in the event which arises from the actions or inactions of the yacht, the owner, the captain or crew or guests of the yacht or which arises from the yacht's presence at the event, and the competitor shall indemnify, defend and hold harmless YCCS and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Indemnified Parties") from any and all claims, losses, damages and liabilities suffered or incurred by one or more of the Indemnified Parties in respect of the same." **I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1, 2, 3 AND 4 AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND SIGN IT OF MY FREE WILL. I HAVE READ THE PRIVACY POLICY (ON REVERSE) AND AUTHORISE PROCESSING OF MY PERSONAL DATA.**

Name of the Owner/Charterer/Boat Representative: _____

Date: _____ **Signed:** _____



Informativa ex art. 13 D. Lgs. 196/2003 e art. 13 GDPR 679/16

Yacht Club Costa Smeralda - Associazione Sportiva Dilettantistica (YCCS), in qualità di titolare del trattamento, la informa ai sensi dell'art. 13 D.Lgs. 30.6.2003 n. 196 e dell'art. 13 Regolamento UE 679/2016 (GDPR) che i suoi dati saranno trattati con le modalità e per le finalità seguenti:

1. Oggetto del trattamento

Il Titolare tratta i suoi dati personali, identificativi e (in particolare, nome, cognome, paese di residenza, numero telefonico, dati identificativi della barca da lei rappresentata), che siano necessari per l'iscrizione alle regate.

2. Finalità del trattamento

I suoi dati personali sono trattati per le seguenti Finalità:

Partecipazione alle regate; adempimento degli obblighi contrattuali e fiscali, assicurativi derivanti da rapporti con lei in essere; adempiere agli obblighi previsti dalla legge.

3. Modalità del trattamento

Il trattamento dei suoi dati personali è realizzato per mezzo delle operazioni indicate all'art. 4 Codice Privacy e all'art. 4 n. 2) GDPR e in particolare: raccolta, registrazione, organizzazione, conservazione, consultazione, elaborazione, modificazione, selezione, estrazione, raffronto, utilizzo, interconnessione, blocco, comunicazione, cancellazione e distruzione dei dati. I suoi dati personali sono sottoposti a trattamento sia cartaceo che elettronico e/o automatizzato.

Il Titolare tratterà i dati personali per il tempo necessario per adempiere alle finalità di cui sopra e comunque per non oltre 10 anni dalla cessazione del rapporto per le Finalità di Servizio.

4. Accesso ai dati

I suoi dati potranno essere resi accessibili per le finalità di cui all'art. 2): a dipendenti e collaboratori del Titolare o di società da questa controllate e o a questa collegate, e alla FIV nell'esecuzione delle operazioni necessarie per il rispetto delle procedure a corredo delle attività di regata.

5. Comunicazione dei dati

Il Titolare potrà comunicare i suoi dati per le finalità di cui all'art. 2 a Organismi di vigilanza, Autorità giudiziarie nonché a tutti gli altri soggetti ai quali la comunicazione sia obbligatoria per legge per l'espletamento delle finalità indicate. I suoi dati non saranno diffusi.

6. Trasferimento dati

La gestione e la conservazione dei dati personali avverrà su server ubicati all'interno dell'Unione Europea del Titolare e/o di società terze incaricate e nominate. Attualmente i server sono situati a Porto Cervo. I dati non saranno oggetto di trasferimento al di fuori dell'Unione Europea. Resta in ogni caso inteso che il Titolare, ove si rendesse necessario, avrà facoltà di spostare l'ubicazione dei server in Italia e/o Unione Europea e/o Paesi extra-UE. In tal caso, il Titolare assicura sin d'ora che il trasferimento dei dati extra-UE avverrà in conformità alle disposizioni di legge applicabili stipulando, se necessario, accordi che garantiscano un livello di protezione adeguato e/o adottando le clausole contrattuali standard previste dalla Commissione Europea.

7. Natura del conferimento dei dati e conseguenze del rifiuto di rispondere

Il conferimento dei dati per le finalità di cui all'art. 2 è obbligatorio. In loro assenza, non potremo garantire l'iscrizione alla gara e le finalità legate al Servizio.

8. Diritti dell'interessato

Nella sua qualità di interessato, ha i diritti di cui all'art. 7 Codice Privacy e art. 15 GDPR e precisamente i diritti di:

A. ottenere la conferma dell'esistenza o meno di dati personali che la riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile;
B. ottenere l'indicazione: dell'origine dei dati personali; delle finalità e modalità del trattamento; della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici; degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'art. 5, comma 2 Codice Privacy e art. 3, comma 1, GDPR; dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza; C) ottenere: l'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati; la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, compresi quelli di cui non è necessaria la conservazione in relazione agli scopi per i quali i dati sono stati raccolti o successivamente trattati; D) opporsi, in tutto o in parte: per motivi legittimi al trattamento dei dati personali che la riguardano, ancorché pertinenti allo scopo della raccolta; al trattamento di dati personali che la riguardano a fini di comunicazioni commerciali. Ove applicabili, ha altresì i diritti di cui agli artt. 16-21 GDPR (Diritto di rettifica, diritto all'oblio, diritto di limitazione di trattamento, diritto alla portabilità dei dati, diritto di opposizione), nonché il diritto di reclamo all'Autorità Garante.

9. Modalità di esercizio dei diritti

Potrà in qualsiasi momento esercitare i diritti inviando:

- una raccomandata a YCCS. Loc. Porto Cervo Marina-Edificio Yacht Club-07021-Porto Cervo (OT), oppure una e-mail all'indirizzo: privacy@yccs.it

10. Titolare, responsabile e incaricati

Il Titolare del trattamento è Yacht Club Costa Smeralda.

L'elenco aggiornato dei responsabili e degli incaricati al trattamento è custodito presso la sede del Titolare del trattamento.

Privacy Policy pursuant to art. 13, Law Decree 196/2003 and art 13 GDPR 679/16

Yacht Club Costa Smeralda - Amateur Sporting Association (YCCS) in its capacity as data controller, hereby informs you pursuant to art. 13 Law Decree 30.6.2003 no. 196 and art. 13 EU regulation no. 016/679 that your data will be processed in the following manner and for the following purposes:

1. Subject of processing

The Controller shall process your personal data (in particular name, surname, country of residence, telephone number, details of the boat you represent) required for enrolment in the regatta.

2. Purpose of processing

Your personal data are processed for the following purposes:

Participation in regattas; to fulfil contractual and fiscal obligations arising out of relations with you; to fulfil the obligations required by law.

3. Processing method

Your personal data is processed by means of the operations indicated in art. 4 Privacy Code and art. 4 no. 2) GDPR, namely: collection, recording, organisation, storage, consultation, elaboration, modification, selection, extraction, comparison, usage, interconnection, blocking, deletion and destruction of data. Your personal data are processed both in print and electronically and/or by automated means.

The Controller will treat personal information for as long as necessary to fulfil the above purposes and for no longer than 10 years from the termination of the relationship for the purposes of the service.

4. Access to data

Your data may be made available for the purposes specified in clause 2): to employees and associates of the Controller or subsidiary or affiliated companies, and to the FIV (Italian Sailing Federation) for the execution of operations necessary for compliance with procedures relating to regatta activities.

5. Communication of data

The Controller may communicate your data exclusively for the purposes of art. 2 to supervisory bodies, the judiciary and all other persons to whom communication is required by law to carry out the purposes mentioned. Your data will not be disclosed.

6. Data transfer

Management and storage of personal data will take place on servers located in the European Union by the Controller and/or third party companies appointed and nominated. The servers are currently located in Porto Cervo. The data will not be transferred outside the European Union. It is understood that the Controller, if necessary, shall have the right to move the location of the servers to Italy and/or the European Union and/or non-EU countries. In this case, the Controller hereby ensures that the transfer of data outside of the EU will be in accordance with the provisions of the applicable law by obtaining, if necessary, agreements that ensure an adequate level of protection and/or adopting the standard contractual clauses of the European Commission.

7. Provision of data and consequences of refusal

The provision of data for the purposes of art. 2 is obligatory. Failure to provide data may result in inability to enrol in the regatta and to execute the service.

8. Data subject's rights

As a data subject you have the rights specified in art. 7 Privacy Code and art. 15 GDPR and specifically the right to:

A. obtain confirmation of the existence or otherwise of personal data relating to you, including those not yet recorded and their communication in an intelligible form;
B. be informed: of the purposes and methods of processing; of the logic applied in case of treatment with electronic instruments; of the identity of the Controller, the processors and the designated representative in accordance with article 5, comma 2 of the Privacy Code and art. 3, comma 1 of GDPR; of the subjects or categories of subjects to whom the personal data may be communicated or who may come to knowledge of it;
C. obtain: the updating, rectification or, where interested therein, integration of the data; b) the deletion, conversion into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
D. contest, fully or partially: for legitimate reasons, the processing of personal data, even if pertinent for the purposes of collection; the processing of personal data for the purposes of commercial communication. Where applicable you also have the rights specified in articles 16 – 21 GDPR (Right to correction, destruction, limitation of processing, right to data portability, right to object), as well as the right to lodge a complaint with the Supervising Authority.

9. Exercising your rights

You may at any time exercise your rights by sending a registered letter to YCCS - Loc. Porto Cervo Marina - Yacht Club Building - 07021 - Porto Cervo (OT Italy), Tel. +39 0789 902200, or by e-mail at: privacy@yccs.it

10. Controller, processor and operators

The data controller is Yacht Club Costa Smeralda.

An updated list of data processors and persons in charge of treatment is kept at the headquarters of the data controller.