



YACHT CLUB COSTA SMERALDA



INVITATIONAL SMERALDA 888

NOTICE OF RACE

PORTO CERVO, 10th - 12th JULY 2020

SMERALDA 888



1. ORGANISING AUTHORITY (O.A.) & VENUE

The Invitational Smeralda 888 is organised under the authority of the Italian Sailing Federation by the Yacht Club Costa Smeralda (YCCS) and will take place from 10th to 12th July in Porto Cervo.

For information please apply to:



YACHT CLUB COSTA SMERALDA

07021 Porto Cervo (SS), Sardinia – Italy

Coordinate: 41 08.150' N - 009 31.758' E

t. +39/0789/902200 | f. +39/0789/91213 | @. secretariat@yccs.it | ws. www.yccs.com

2. ENTRIES

2.1 The regatta is open to all the Smeralda 888 boats on invitation.

YCCS will assure free moorings and support for hauling and launching the boats.

3. ENTRY FORMS AND ENTRY FEE

3.1 Entry forms (Attachment 1) shall be submitted to the **YCCS Race Office**, by email (@. secretariat@yccs.it), no later than 1st July together with the non refundable entry fee of 600,00 € per boat. The entry fee can be paid as per entry form and covers the costs for hauling and launching, mooring, prizes and social functions.

Friends and/or guests of the participants, may attend the scheduled social events at cost, on the conditions indicated in the entry form.

3.2 Sailing inside the harbour is forbidden.

3.3 For Italian boats only:

- FIV cards and a valid medical agonistic certificate for Italian competitors only;
- Valid FIV authorization to display advertising on boat (if present).

4. RULES

4.1 The races will be governed by the WS Racing Rules of Sailing 2017-2020 (RRS), including the Notice of Race and the rules of the Smeralda 888 Class Association, except as modified by this Notice of Race and the Sailing Instructions when issued.

4.2 FIV Prescriptions 1, 3, 7, 8, 12 and 13 do not apply. FIV Prescriptions 2, 4, 5, 6, 9, 10 and 11 will apply for Italian crews only: all Italian crews shall be FIV members and have a valid medical certificate.

Foreign competitors must comply with the rules of their national authority.

4.3 Competitors must be at least 12 years old on the first race of the event; crew members under 18 years of age (but over 12 years old) shall deliver at registration a disclaimer signed by parents.

4.4 Advertising shall only be displayed in accordance with Regulation 20 – World Sailing Advertising Code and, for Italian crews, the “*Normativa 2020 per l’esposizione della pubblicità nelle manifestazioni veliche in Italia*”.

5. RACES

Teams from each Club will race together in fleet races, scheduled for Friday 10th, Saturday 11th and Sunday 12th July. **Three races are scheduled.** One race is required to validate the event.

6. BOATS AND CREWS

6.1 The number of crew shall be maximum 5 with no maximum weight limit.

The Crew List shall be received by YCCS no later than 1st July.

6.2 When a registered skipper is unable to continue in the event the O.A. may authorize an original crew member to substitute.

When a registered crew member is unable to continue in the event, the O.A. may authorize a substitute, a temporary substitute or other adjustment.

6.3 The registered skipper shall helm the yacht at all times while racing, except in an emergency.

7. PROGRAMME

- Thursday, 9 th July	Arrival of participants,	Registrations from 10.00 to 18.00 & free practice
- Friday, 10 th July	09.30 / 11.00	Registrations at the YCCS Race Office
	11.30	Briefing at the YCCS Upper Terrace
	to follow	Welcome Brunch at the YCCS
	14.30	Coastal Race
	19.30	Reception at the YCCS
- Saturday, 11 th July	11.30	Coastal Race
- Sunday, 12 th July	11.30	Coastal Race
	to follow	Prize Giving at the YCCS

The O.A. reserves the right to modify the above programme according to weather conditions and/or other reasons.

8. PRIZES

The YCCS will award prizes to the 1st, 2nd and 3rd classified boat for the series.

9. RACING AREA and COURSES

9.1 The racing area will be in North Eastern Sardinian waters.

9.2 Courses will be Coastal Race and will be specified in the sailing instructions.

10. SAILING INSTRUCTIONS

The sailing instructions will be available at the YCCS Race Office upon final registration and published on the YCCS website (www.yccs.it).

11. DISCLAIMER

Competitors agree to be bound by the World Sailing RRS 2017/2020, by the SI and the NoR. Competitors agree to take any and all responsibility for the nautical qualities of their yacht, the rigging, the crew's ability, and the safety equipment. Competitors also agree to take any and all responsibility for damages 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, relieving of any responsibility the O.A. and all persons involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the yacht's crew, representatives and guests. Competitors are to be acquainted with Sailing World Part 1 Fundamental Rule 4: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". In any case competitors agree that the YCCS, the sponsors and their agents have no responsibility for loss of life or injury to members or others, or for the loss, or damage to any vessel or property.

12. PHOTOGRAPHS AND TV RIGHTS

Competitors hereby grant the O.A., the unrestricted right and permission to use the name and the text, photograph or video footage of either themselves or the yacht they are sailing during the event, to be published or broadcast in any media whatsoever (including but not limited to Press and TV advertisements or Internet), for either editorial or advertising purposes or to be used in press information, in this respect, competitor's name and biographical material may also be used or reproduced in any way known.

13. INSURANCE

Each participating boat shall be insured with a 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.

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 organized following the principals of the Charta Smeralda, an ethical code established by the One Ocean Foundation <http://www.1ocean.org>.

For more information on the OOF please contact one of our offices.



Palmares:

2009 - ADALBERTO MIANI

2010 - ALDERICO PAGANINI

2011 - GUIDO MIANI

2012 - MARCO MARCHESI

2013 - PETER & MAX GRUT

2019 - ACHILLE ONORATO

Skipper's Name: _____ Racing for: _____

Smeralda 's name: _____ Sail N°: _____

Address: _____ City: _____

mob: _____ @: _____

<u>Crew List:</u>	<u>Role, Name & Surname</u>	<u>Signature</u>	<u>Nationality</u>	<u>FIV code (Italians only)</u>
skipper				

<u>Bank Transfert ()</u>	<u>Credit Card:</u>	VISA ()	MASTERCARD ()	AMEX ()
BANK DETAILS:	Card Number			
Yacht Club Costa Smeralda	Expire Date			
Banca Intesa San Paolo	Cardholder's Name			
IBAN: IT33 F030 6984 9021 0000 0000 071	Tel.			
BIC - SWIFT: BCITITMM	Cardholder's Sign			Date:

Please specify as object: IS888 – Name of the boat

*Credit Card details MUST be provided for crews using the Smeralda 888 craft that belong to the YCCS

<u>Social Schedule:</u>				No <input type="checkbox"/>	Yes <input type="checkbox"/>	N. of Persons: _____
Welcome Brunch	Friday, 10 th July	12:00 hrs				
YCCS Dinner	Friday 10 th July	20:00 hrs				_____*
Prize Giving	Sunday, 12 th July	after race				_____

• Crews are already included in the entry fee amount. The cost for any further guest will be 60,00 € per person

DISCLAIMER

1. Notice of Race rules: Competitors agree to be bound by World Sailing Racing Rules of Sailing (RRS) 2017/2020, by the Sailing Instructions and the Notice of Race. Competitors agree to take any and all responsibility for the nautical qualities of their yacht, the rigging, the crew's ability, and the safety equipment. Competitors also agree to take any and all responsibility for damages 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, relieving of any responsibility the Organizing Authority and all persons involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the yacht's crew, representatives and guests. Competitors are to be acquainted with World Sailing Part 1 Fundamental Rule 4: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". In any case I agree that the Yacht Club Costa Smeralda, the sponsors and their agents have no responsibility for loss of life or injury to members or others, or for the loss, or damage to any vessel or property.

2. Photographs and TV Rights: Competitors hereby grant the Organizing Authority, the unrestricted right and permission to use the name and the text, photograph or video footage of either themselves or the yacht they are sailing during the event, to be published or broadcast in any media whatsoever (including but not limited to Press and TV advertisements or Internet), for either editorial or advertising purposes or to be used in press information, in this respect, competitor's name and biographical material may also be used or reproduced in any way known.

3. Insurance: I hereby declare that the boat holds adequate insurance including third-party insurance of minimum cover of 1.000.000 Euro, and it is the owner or owners' representative's sole and inescapable responsibility to ensure that the insurance is in place and is adequate prior to participating in this event.

4. National Authority Rules: every crew member shall be in compliance with their National Authority Rules.

I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1, 2, 3 & 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.

Name of the Owner/Charterer/Boat Representative: _____

Date: _____ Signed: _____

FAILURE TO PROVIDE THE ABOVE AUTHORIZATION WILL RESULT IN REFUSAL TO ENTER THE EVENT.

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.