



Entries shall be received by the Organizing Authority by **2<sup>nd</sup> May 2018** accompanied by the entry fee and if available the latest picture of the boat. To be sent by email: [secretariat@yccs.it](mailto:secretariat@yccs.it) or by fax +39 0789 91213 to YCCS Race Office.

**MEMBERS' OF:** YCCS ( ) SYRA ( )

Boat Name Sail N. L.H. Beam Min Draft

Model Designer Builder Year Hull Colour

Flag: N. of Crew E.T.A. Boat Advertising (if any)

Yacht Club Home Port Country

Charterer/  
Owner Address City Country

Fax Email Tel on site

**IMPERATIVE:** Contact details to be reached ON - SITE for any daily communication from the O.A.

Boat Captain cell: @:

Helmsman Country @

Tactician Country @

**SUPPORT BOAT** (if any): Boat Name: LOA: BEAM: DRAFT: ETA:

Driver: Local Phone: @:

**PRESS INFOS:**

Press Representative (for internal use only) Tel on site @:

Significant regatta participation / victories

Professional Crew on board and roles

**DISCLAIMER**

**1. Disclaimer.** Competitors agree to be bound by the 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 boat, 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 Yacht Club Costa Smeralda and all persons or sponsors involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the boat's crew, representatives and guests. Competitors are reminded of RRS 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 Yacht Club Costa Smeralda, the Sponsors and their agents, the Race Officials which shall include everyone involved in the management of the racing, the Race Officer, the International Jury and their assistants have no responsibility for loss of life or injury to members or others, or for the loss or damage to any vessel or property. As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this disclaimer of liability.

**2. Media rights.** Each entrant accepts and agrees, for and on behalf of the participating yacht, the captain, the crew and all guests on the yacht at any time during the event that YCCS and their respective nominees or licensees (including, without limitation, appointed broadcasters and other media) may film and photograph each of them and use footage and photographs as well as their name, image, likeness and voice in any and all media to be published or broadcast in any media whatsoever, for editorial, promotional and/or commercial purposes in perpetuity on a royalty-free basis; provided always that the yacht owner's name and any biographical material regarding the owner shall not be published without obtaining permission from the yacht owner (and if permission is not granted, the owner shall be referred to as "the owner of [yacht name]"). As part of the registration process, each individual participating crew member will be required to sign a declaration agreeing to these media rights provisions.

**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.

**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 & 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:**

**ATTACHMENTS:** ORCsy ( ) ORCs ( ) | CREW LIST ( ) | COPY OF BANK TRANSFER ( )

Bank Transfert( ) Credit Card: 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:

**IMPERATIVE:** specify as object: **Superyacht Regatta + NAME OF THE BOAT**

Ai sensi del D.Lgs. 196/2003, sulla tutela delle persone e di altri soggetti rispetto al trattamento dei dati personali, il trattamento delle informazioni che La riguardano, sarà improntato ai principi di correttezza, liceità e trasparenza e tutelando la Sua riservatezza e i Suoi diritti.

In particolare, gli eventuali dati sensibili forniti possono essere oggetto di trattamento solo con il consenso scritto dell'interessato e previa autorizzazione del Garante per la protezione dei dati personali (articolo 26).

In accordance with D.Lgs. 196/2003 on the protection of persons and subjects with regards to the treatment of personal data, any personal information you supply shall be treated in a correct, lawful and transparent manner in order to protect your privacy and your rights.

In particular, sensitive data may only be treated with your express written permission and with prior authorisation of the Guarantor for the protection of personal data (article 26).

Ai sensi dell'articolo 13 del predetto decreto, Le forniamo quindi le seguenti informazioni.

In accordance with article 13 of the above mentioned decree, we would like to inform you that:

1. I dati personali e sensibili da Lei forniti verranno trattati, nei limiti dell'Autorizzazione generale del Garante, per le seguenti finalità:
  - a. per lo svolgimento dell'attività produttiva, contabile – amministrativa dell'azienda;
  - b. per essere comunicati alla pubblica autorità eventualmente richiedente, a banche, istituti di credito, società di elaborazioni dati e società di emissione carte di credito, per le attività connesse alla esecuzione del contratto ed alla riscossione del credito; n.b. presso la sede del Titolare del Trattamento è disponibile l'elenco dei Soggetti a cui si comunicano i dati acquisiti.
  - c. Per la comunicazione di offerte speciali, eventi e manifestazioni legate alle attività della scrivente.

- 1 The sensitive data provided will be used, within the limits of the general Authorisation of the Guarantor, for the following ends:
  - a. to carry out the company's operational, accounting-administrative activities;
  - b. to be disclosed on request to public authorities, banks, credit institutes, data processing agencies and credit card issuing companies for activities related to execution of contracts and credit collection; n.b. the list of authorities/companies to which the data is disclosed is available at the headquarters of the data controller;
  - c. in order to communicate special offers and events relating to the association's activities.

2. Il trattamento sarà effettuato con le seguenti modalità: **manuale e informatizzato**.

2. Treatment will be carried out using the following methods: **manual and computerized**.

3. Il conferimento dei dati è obbligatorio per i punti a) b) e l'eventuale rifiuto a fornire tali dati potrebbe comportare la mancata o parziale esecuzione del contratto o la mancata prosecuzione del rapporto.

3. Provision of data is obligatory for clauses a), b) and c) and refusal to provide such data may result in the contract being executed partially or not at all or in the discontinuation of the service.

4. I dati potranno essere comunicati a soggetti che in forza di contratto con la scrivente forniscono servizi di elaborazioni dati, consulenza contabile, fiscale, legale e del lavoro inerenti o connessi all'attività svolta dalla nostra ditta.

4. The data may be disclosed to subjects which provide data processing, accounting, tax, legal or personnel consultancy services or other activities connected to the business carried out by our company.

5. Il titolare del trattamento è: **Yacht Club Costa Smeralda Associazione Sportiva Dilettantistica (YCCS) – c/o Edificio Yacht Club - Porto Cervo Marina 07021 Porto Cervo**

5. The data controller is: **Yacht Club Costa Smeralda Associazione Sportiva Dilettantistica (YCCS) – c/o Edificio Yacht Club - Porto Cervo Marina 07021 Porto Cervo**

6. Il responsabile del trattamento è il **C.te Edoardo Recchi (Tel. +39 0789 902200 - E-mail: [secretariat@yccs.it](mailto:secretariat@yccs.it))**

6. The person in charge of data treatment is: **Mr. Edoardo Recchi (Tel. +39 0789 902200 - E-mail: [secretariat@yccs.it](mailto:secretariat@yccs.it))**

7. In ogni momento potrà esercitare i Suoi diritti nei confronti del titolare del trattamento, ai sensi dell'articolo 7 del D.lgs.196/2003, che per Sua comodità riproduciamo integralmente:

7. It is possible to exercise your right in regards to the data controller at all times, in accordance with article 7 of D.lgs.196/2003, which is reproduced in its entirety herewith:

Legislative Decree n.196/2003, Art. 7 – Right if access to personal data and other rights

Decreto Legislativo n.196/2003, Art. 7 - Diritto di accesso ai dati personali ed altri diritti

1. L'interessato ha diritto di ottenere la conferma dell'esistenza o meno di dati personali che lo riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile.

1. The individual concerned has the right to obtain confirmation of the existence of personal data regarding him/her, even if not yet registered, and to receive them in a comprehensible form.

2. L'interessato ha diritto di ottenere l'indicazione:

2. The individual concerned has the right to be informed of:

- a) dell'origine dei dati personali;
- b) delle finalità e modalità del trattamento;
- c) della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici;
- d) degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'articolo 5, comma 2;
- e) dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza in qualità di rappresentante designato nel territorio dello Stato, di responsabili o incaricati.

- a) the origin of the personal data;
- b) the means and purpose of the treatment;
- c) the logic applied in the case of data treated using electronic equipment;
- d) the identity of the data controller, the person in charge and the designated representative in accordance with article 5, comma 2;
- e) subjects or categories of subjects to which the personal data may be transmitted or who may come to know of the data as representatives of the State, as managers or as persons responsible.

3. L'interessato ha diritto di ottenere:

3. The individual concerned has the right to obtain:

- a) l'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati;
- b) 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;
- c) l'attestazione che le operazioni di cui alle lettere a) e b) sono state portate a conoscenza, anche per quanto riguarda il loro contenuto, di coloro ai quali i dati sono stati comunicati o diffusi, eccettuato il caso in cui tale adempimento si rivela impossibile o comporta un impiego di mezzi manifestamente sproporzionato rispetto al diritto tutelato.

- a) updates, corrections or where appropriate, inclusion of data;
- b) cancellation, transformation into an anonymous form or blocking of data held in violation of the law, including data the conservation of which is not necessary in relation to the ends for which such data was collected and successively treated;
- c) certification that the operations outlined in a) and b) have been carried out including content, subjects to whom the data had been transmitted or broadcast, except in the case in which such operations are impossible or involve use of means clearly disproportionate in relation to the rights to be protected

4. L'interessato ha diritto di opporsi, in tutto o in parte:

4. The individual concerned has the right to oppose, fully or partially:

- a) per motivi legittimi al trattamento dei dati personali che lo riguardano, ancorché pertinenti allo scopo della raccolta;
- b) al trattamento di dati personali che lo riguardano a fini di invio di materiale pubblicitario o di vendita diretta o per il compimento di ricerche di mercato o di comunicazione commerciale.

- a) for legitimate reasons, the treatment of personal data relating to him/her, even if pertinent to the intended use;
- b) the treatment of personal data relating to him/her for the purpose of sending advertising material or direct sales or for market research or commercial communications.

<p><b>Authorization of data treatment - (Art. 23 D.Lgs. 196/03)</b> I the undersigned authorize treatment of my personal data including sensitive data for the purposes <b>A and B</b></p> <p><b>Signature</b> _____</p>	<p><b>Authorization of data treatment - (Art. 23 D.Lgs. 196/03)</b> I the undersigned authorize treatment of my personal data including sensitive data for the purposes <b>A, B and C</b></p> <p><b>Signature</b> _____</p>
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