



YACHT CLUB COSTA SMERALDA



**LORO PIANA SUPERYACHT REGATTA**

**NOTICE OF RACE**

**PORTO CERVO, 2<sup>nd</sup> - 6<sup>th</sup> JUNE 2020**





LORO PIANA SUPERYACHT REGATTA  
Porto Cervo, 2 - 6 June 2020

**NOTICE OF RACE**

**Organising Authority & Venue**

The Loro Piana Superyacht Regatta is organised, under the authority of the Italian Sailing Federation, from 2 to 6 June 2020 by the Yacht Club Costa Smeralda (YCCS).

The venue for the event is the Yacht Club Costa Smeralda, Porto Cervo (Sardinia).

 Yacht Club Costa Smeralda

07021 Porto Cervo (OT) - Sardinia - Italy

t. +39 0789 902200 | f. +39 0789 91213 | @. [secretariat@yccs.it](mailto:secretariat@yccs.it) | ws. [www.yccs.com](http://www.yccs.com)

**1. The rules**

1.1 The regatta will be governed by the following:

(a) The rules as defined in the Racing Rules of Sailing 2017-2020 and Appendix SY;

(b) - The ORC Superyacht Rule;

(c) The World Sailing Offshore Special Regulations Category 4.

(d) When a trophy is to be awarded to a class which is racing under class rules (example: Wally, J Class), the class rules shall apply to all boats competing for that trophy;

(e) The Sailing Instructions including the Exhibits and the Appendices. In the event of a discrepancy between the Notice of Race and the Sailing Instructions, the Sailing Instructions take precedence. This changes rule 63.7.

(f) The Organising Authority reserves the right to amend this Notice of Race in accordance with RRS 88.2(a). Any amendments prior to 2 June will be emailed to owners whose entries have been accepted and will also be posted on the YCCS website [www.yccs.it](http://www.yccs.it). During the regatta, amendments to this Notice of Race will be posted on the Official Notice Board, on the YCCS website and sent to each yacht via e-mail to the e-mail addresses provided on the Entry Form ("boat captain" section).

1.2 FIV Prescriptions 1, 3, 7, 8, 12 and 13 do not apply. FIV Prescriptions 2, 4, 5, 6, 9, 10 and 11 will apply (a dedicated Attachment will be found in the Sailing Instructions). For Italian crews only: all Italian crews shall be FIV members and have a valid medical certificate.

1.3 English is the official language of the event. If there is a conflict between languages the English text will take precedence.

1.4 The Registration Nationality of a boat is indicated by the owner of the boat as set out in the entry form (FLAG section). If not indicated, the Sail Number and/ or the owner's nationality will be used.

**2. Advertising**

2.1 Advertising shall only be displayed in accordance with Regulation 20 – World Sailing Advertising Code and, for Italian boats only, the "*Normativa 2020 per l'esposizione della pubblicità nelle manifestazioni veliche in Italia*".

2.2 Boats will be required to display the Event Advertising and Sponsor's pennant on the backstay throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race and the event battle-flag on the forestay throughout the same period but only while moored.

2.3 The Organising Authority will supply the pennants and flags at registration.

2.4 The Organising Authority may also require the installation, at no cost to competitors, of onboard video cameras for the official television production and/or a tracking system.

2.5 Boats intending to display advertising during the regatta shall state in the entry form the nature of such advertising.

2.6 Boats are responsible for informing advertisers and sponsors that no activities advertising any brand will be permitted ashore within the Porto Cervo Marina Area without written consent of the Organising Authority obtained before the start of the Regatta.

### 3. Eligibility

3.1 The regatta is open to the following boats: Monohull sailing yachts with a LOA of 30.5 metres or more with a current ORCsy or ORCcs (for Corinthian Spirit Class entries) handicap certificate, and any other Monohull classes invited by the O.A;

3.2 It is at the discretion of the Organising Authority to invite or accept yachts of particular interest or historical value.

3.3 Competitors must be at least 12 years old on the first race of the event.

### 4. Divisions and classes

4.1 The Organisers will, at their sole discretion, divide the fleet into Divisions and Classes based on the number of entries, the boats' size, speed potential and performance characteristics. A notice with the preliminary breaks will be posted on the YCCS website by 28<sup>th</sup> May.

4.2 Depending on fleet composition, it is the intent of the race committee to have a Cruising, Performance and Corinthian Spirit Divisions. The Divisions may be further divided into Classes, depending on the number of entries, size, speed potential, and performance characteristics of the yachts in each division.

4.3 The Corinthian Spirit is a non-spinnaker Division (for further information see the following link: <http://www.orc.org/index.asp?id=207>). A minimum of four (4) entry applications must be received by 3 April for the organising authority to provide a class. All yachts in the Corinthian Spirit Division are required to have a current and valid ORCcs handicap certificate. All yachts shall submit their completed handicap application to the ORC no later than 23 April. The event organiser and ORC will assist the Corinthian Spirit Division entrants with their handicap applications. In the event the minimum number of four (4) entries is not reached, all yachts having an ORCcs certificate will be allowed to race in the ORCsy divisions and their ORCcs certificate will be turned into an ORCsy declared one.

4.4 At the race committee's discretion, Divisions and Classes may sail different courses on any given day.

### 5. Entries and cancellation

5.1 Entries shall be made by completing the attached Official Entry Form (Annex 1) and shall be received by the YCCS Race Office by 1 May together with:

(a) A copy of the boat's Handicap Certificate;

(b) An entry fee:

- YCCS Members - €5500 - Non-Members of YCCS - €6000. **A reduced entry fee with a 30% discount is available for boats whose entries are received by 28 February.**

5.2 For non-members of the SYRA (Superyacht Racing Association) there is a fee of € 1.100\* in addition to the entry fee. \*All SYRA approved superyacht regattas in the 2020 season require non-SYRA members to contribute to the SYRA which is committed to improve the safety of superyacht racing and enhancing fair superyacht handicapping. For additional information about the Superyacht Racing Association and details on annual membership, visit [www.superyra.org](http://www.superyra.org).

5.3 The entry fee may be paid by credit card or by bank transfer as stated in detail on the entry form.

5.4 At the absolute discretion of the Organising Authority, late entries may be accepted after 1 May.

5.5 Entries that cancel between 6 April and 1 May will be refunded 50% of any entry fee paid.

5.6 Entries that cancel post 1 May will not be refunded.

5.7 The Organisers reserve the right to cancel the regatta completely by written notification to each yacht via e-mail to the e-mail addresses provided on the Entry Form. In the event of cancellation of the regatta:

- 5.7.1 Each yacht's entry fee that has been received by the Organisers will be refunded completely to that yacht;
- 5.7.2 This Agreement in respect of this Regatta will be terminated forthwith; and
- 5.7.3 Each yacht, owner and captain hereby expressly agree that no claim of any nature whatsoever against the organisers will be permitted or entertained and each yacht, owner and captain hereby expressly undertakes to indemnify the organisers in respect of any claim brought by anyone associated with them and/or their yacht and any costs incurred by the organizers in relation to such claim.

### 6. Schedule

6.1 **Tuesday 2 June:** Registration, Measurement, Inspection and Captains' Briefing. Captains' Briefing will be held at YCCS at 18.00.

6.2 Racing Dates:

| Date                     | Programme | Scheduled First Signal |
|--------------------------|-----------|------------------------|
| <b>Wednesday, 3 June</b> | Racing    | 12.30                  |
| <b>Thursday, 4 June</b>  | Racing    | 12.30                  |
| <b>Friday, 5 June</b>    | Racing    | 12.30                  |
| <b>Saturday, 6 June</b>  | Racing    | 12.30                  |

- 6.3 Prize Giving – Saturday 6 June at 17.00 at the YCCS Piazza Azzurra
- 6.4 The Organising Authority and the Race Committee reserve the right to modify the programme based on weather conditions and other unforeseen circumstances.
- 6.5 Four races are scheduled of which two races will constitute a series.

## 7. Handicap certificates & measurement

7.1 A valid ORCSy (for Superyachts) or ORCcs (for Corinthian Spirit Class entries) certificate is required from all competitors. Certificates will be issued to the yacht by the rule authority (the Offshore Racing Congress – [www.orc.org](http://www.orc.org)). To apply for a certificate and for additional information on the ORC Superyacht Rule contact the ORC Office at: [orcsy@orc.org](mailto:orcsy@orc.org). The handicap application and fee must be received by the ORC no later than 23 April.

7.2 All measurements required shall be submitted as part of the application process for an ORCSy or ORCcs certificate. The ORC will accept declared data when measurement data is not available. The ORC, at its discretion, may implement hull data from design offices and sail data from sailmakers;

7.3 Handicap certificates are due to the Organising Authority no later than 28 May. A list of the handicaps of the boats will be posted at: [www.yccs.com](http://www.yccs.com) by 28 May.

7.4 The deadline for providing the yacht's configuration to the ORC is two weeks prior to the first scheduled race of the series. Yacht configuration includes sails declared for the regatta. Except in the case of rating office error or (at the discretion of the ORCSy Rule Authority) other errors which change the values, no changes to yacht configuration will be accepted. In exceptional circumstances, and only at the discretion of event organisers, the deadline can be extended.

7.5 Yachts shall be available for inspection not later than 11.00 on 1 June. For yachts already in Porto Cervo, inspections may be carried out on 31 May. Yachts may be inspected and/or check measured at any reasonable time before or during the regatta and will be performed only by measurers approved by the Organising Authority.

## 8. Registration

8.1 The official forms (entry form, crew list etc...) will be provided by the Organising Authority and published on the YCCS website [www.yccs.it](http://www.yccs.it).

8.2 At final registration on 2 June the following documents will be required:

- (a) Current 2020 ORCSy or ORCcs certificate;
- (b) Acceptance of the Notice of Race, photography & TV rights and third part liability as set out in the Entry Form;
- (c) declaration accepting this waiver of rights that each individual participating crew member will be required to sign;
- (d) **For Italian competitors/crews/boats only:**
  - FIV cards and a valid medical certification;
  - Valid FIV authorization to display advertising on boat (if present);
- (e) RRS-Safety Afterguard Member Compliance Form;

8.3 Without the written approval of the Race Committee whose discretion shall be full and unfettered:

(i) boats not complying with the requirements of NoR 8.2 are not eligible for the event; and (ii) the value of ORCSy or ORCcs certificates issued by 22 June shall not be modified except as approved by the OA. Boats shall not be entitled to redress in respect of a decision of the protest committee under this paragraph (Changes RRS 62.1).

## 9. Sailing instructions

The Sailing Instructions will be available on the YCCS website [www.yccs.it](http://www.yccs.it) by 1 June and available at final registration.

## 10. Racing area & courses

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

10.2 The courses to be sailed will be Coastal Courses laid along the coast and among the islands in the vicinity of Porto Cervo.

## 11. Scoring

The Low Point System Appendix A shall apply except that there will be no discard.

## 12. Moorings

12.1 The entry fee includes mooring fees from 10.00 on 1 June to 10.00 on 7 June at Porto Cervo Marina or Port East provided that the entry is completed by the closing date for entries.

12.2 Moorings may or may not be available for late entries.

12.3 The cost of electricity, water charges, tenders or additional periods are not included in the entry fee and must be paid directly to the Marina Office. The mooring place for any additional period (before and/or after the event) if available may be at Porto Cervo Marina or East Dock (Porto Vecchio) and different from the mooring place assigned by the Marina in conjunction with the Organising Authority during the event. Assignment of moorings will be based on availability of moorings and characteristics of boats.

12.4 To reserve moorings prior and after the dates indicated in par.12.1 above and for tenders, please send your mooring requirement at [PCM@IGYMarinas.com](mailto:PCM@IGYMarinas.com) c/c [secretariat@yccs.it](mailto:secretariat@yccs.it). For further information about the marina services and the price list please visit the Marina Porto Cervo web site: [www.marinadiportocervo.it](http://www.marinadiportocervo.it).

12.5 Local regulations require that all boats 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 moored, it is MANDATORY for all Participants to visit the Harbourmaster's Office to finalize their registration procedures.

12.6 Diving in the harbour is forbidden. Only the Harbour master's divers, available on VHF Channel 9, are authorised to dive inside the harbour.

### **13. Communications and electronic aids**

13.1 Boats shall be equipped with a Marine VHF transceiver operating on VHF 8, 9, 16 & 72.

13.2 All types of electronic aids, including radar, VOR, satellite, AIS, etc., are permitted. No external aids, outside assistance or information may be used during the races, except weather forecast information.

13.3 Boat to boat communication is allowed and encouraged to allow the safest possible navigation during the regatta and one dedicated VHF channel will be used for this purpose.

13.4 Yachts equipped with Automatic Identification System (AIS) are required to operate their AIS system from the time they approach the starting area until departing the finishing area following the race.

### **14. Safety**

14.1 The organiser takes a proactive stance on enforcing safety and sportsmanship. Safe racing is the responsibility of everyone involved in Superyacht regattas. The Superyacht Safety Protocol within the Sailing Instructions stresses the concept that the priority is on safety and prudent seamanship, not competitive advantage.

14.2 The yachts' Racing Tacticians and RRS-Safety Afterguard Member are expected to meet immediately following the racing to discuss and resolve any minor issues pertaining to competitive advantage, safety or sportsmanship.

### **15. RRS -safety afterguard member compliance**

15.1 Each yacht shall ensure that at least one afterguard member is familiar with The Racing Rules of Sailing (RRS) and has a thorough understanding of the RRS and the Appendix SY. The Captain will submit the compliance form (page 2 of Exhibit 2) with information on the designated RRS-Safety Afterguard Member and the Communications Officer in advance, no later than 2 May. Exhibit 2 can be found on the YCCS website and will be distributed to all Captains via email.

15.2 The Organising Authority will review all compliance forms prior to 22 May and communicate any concerns or issues to the Captain.

15.3 The Captain will designate a Communications Officer who will monitor and communicate on the VHF safety channel. It is recommended that this individual have experience with radio protocol and experience with and an understanding of the RRS and Appendix SY.

15.4 The Captain will determine what crew position the RRS-Safety Afterguard Member assumes (tactician, helmsman, navigator, strategist, etc.). The designated RRS-Safety Afterguard Member may assume the position of Communications Officer.

15.5 The RRS-Safety Afterguard Member shall attend all pre-race briefings and will be responsible for ensuring the Daily Declaration Form is returned to the race office as soon as practicable following racing each day, but no later than two hours after finishing.

### **16. Protest Committee**

Protests will be heard by an International Protest Committee.

### **17. Trophies and prizes**

- Loro Piana Trophies for the 3rd, 2nd and best classified boat in each class.
- The YCCS Trophy for the highest placed YCCS Member;
- Additional trophies to the winner of any approved group within each class.

### **18. Disclaimer, Media Rights, Insurance & Indemnity**

As stated in detail on the entry form.

### **19. Social events**

There are limitations on the number of tickets allocated to guests for the social events. The social programme will be available at [www.yccs.com](http://www.yccs.com), by 25 May.

For general enquiries on the social program and guest lists are requested to contact:

**YCCS Events**

t. +39 0789 902200 | @. [events@yccs.it](mailto:events@yccs.it)

**20. YCCS Press office**

Media Representatives wishing to cover the event are requested to contact:

t. +39 0789 902200 | @. [pressoffice@yccs.it](mailto:pressoffice@yccs.it)

**21. YCCS Race Office**

For all racing enquiries:

t. +39 0789 902200 | @. [secretariat@yccs.it](mailto:secretariat@yccs.it) or please check the event website: [www.yccs.com](http://www.yccs.com)

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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 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/staff.



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**WINNERS**

2008 Alfa Romeo (NZL)

2009 Gliss (SUI)

2010 Ganesha (MLT)

2011 Highland Fling (MON)

2012 Ganesha (MLT)

2013 Salperton (GBR)

2014 Firefly (NED)

2015 Saudade (MLT)

2016 Saudade (MLT)

2017 Saudade (MLT)

2018 My Song (GBR)

2019 Magic Carpet<sup>3</sup> (GBR)



Entries shall be received by the Organizing Authority by 1 May 2020 accompanied by the entry fee. **A reduced entry fee with a 30% discount is available for boats whose entries are received by 28 February 2020.** To be sent by email to YCCS Race Office at [secretariat@yccs.it](mailto:secretariat@yccs.it)

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/<br>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 \_\_\_\_\_

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

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

IMPERATIVE: specify as object: **LPSYR + NAME OF THE BOAT**



## LORO PIANA SUPERYACHT REGATTA Porto Cervo, 2 – 6 June 2020

Attachment I: Entry Form

### 🇮🇹 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 venire 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](mailto: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 n. 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](mailto: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.





