



YACHT CLUB COSTA SMERALDA



MAXI YACHT ROLEX CUP 2019

NOTICE OF RACE

PORTO CERVO, 1st - 7th SEPTEMBER





Porto Cervo, I – 7 September 2019

NOTICE OF RACE

**The Maxi Yacht Rolex Cup 2019
1 – 7 September 2019
Yacht Club Costa Smeralda (YCCS)
in conjunction with the International Maxi Association (IMA)
Porto Cervo, Italy**

1. RULES

- 1.1 The regatta will be governed by the rules as defined in *The Racing Rules of Sailing*.
- 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 ([http://www.sailing.org/tools/documents/20172020ITAPrescriptions-\[22391\].pdf](http://www.sailing.org/tools/documents/20172020ITAPrescriptions-[22391].pdf)). For Italian crews only, all Italian crews shall be FIV members and have a valid medical certificate.
- 1.3 The World Sailing Offshore Special Regulations (OSR) Category 4. OSR Category 4 compliance will be evaluated by the Technical Committee, which may address related issues with a NoR Amendment.
- 1.4 Racing Rules may be changed as follows:
 - 1.4.1 In case of class starts (J, Maxi72, Wally, etc.), class rules may change RRS, ORCs and IRC Rules.
 - 1.4.2 Exceptions to RRS 77 (Identification of Sails) may be granted by the organizer upon written request prior to the close of registration
- 1.5 2019 Class Rules, Amendments, Bylaws and Interpretations
 - 1.5.1 The IMA Class Rules
 - (a) IMA Rule C.2.1.(a).2 applies to Mini Maxi and Maxi;
 - (b) IMA Rules C2.2 to C2.5 apply to helmsmen in the Mini Maxi, Maxi and to any Supermaxi opting and approved to race in Maxi.
 - 1.5.2 The Wally Class Rules
 - 1.5.3 The Maxi72 Rules
 - (a) The Sailing Instructions shall provide wind speed limits in Class Rule C.1.1.1.a.
 - (b) Class rule C.2.4 (guests) applies. One bona fide guest may be added on basis of the conditions in class rule C.2.5.
 - (c) Compliance with the Maxi72 Class Weighing Protocol (Appendix 3 Class Rule) is mandatory.
 - (d) The 2019 Maxi72 Wild Card Invitation Option (Class Rule B.1.3), including the conditions set in Class Rule B.1.3 (2) applies.
 - 1.5.4 The J Class Rules
- 1.6 The Rating Rules
 - 1.6.1 The 2019 ORCs Rule for Supermaxi.
 - 1.6.2 The 2019 JCA Rule for J Class.
 - 1.6.3 The 2019 IRC Rule, Parts A, B and C, for Mini Maxi and 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 dock for the first time each day and ends when the boat returns to the dock 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";
 - 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 ORCs certificate (changes RRS 51 and 52);
- 1.7 The official language is English. If there is a conflict between languages, the English text will take precedence.
- 1.8 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 national letters or the owner's nationality will be used.
- 1.9 In the event of a discrepancy between the NoR and Sailing Instructions, the Sailing Instructions take precedence (changes RRS 63.7).

2. ADVERTISING

- 2.1 Advertising shall only be displayed in accordance with World Sailing Regulation 20 (Advertising Code) [DP]. For Italian boats only, the “Normativa 2019 per l’esposizione della pubblicità nelle manifestazioni veliche in Italia” [DP].
- 2.2 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 [DP]:
 - 2.2.1 Sponsor pennant on the backstay or centre back stanchion;
 - 2.2.2 Sponsor decal on each side of the bow;
 - 2.2.3 The event battle flag and a sponsor pennant on the forestay throughout the same period while moored;
 - 2.2.4 The OA may require the installation, at no cost to competitors, on board video cameras for the official television production and/or a GPS tracking system.
- 2.3 The OA will supply the pennants, decals and flag at registration;
- 2.4 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 [DP].
- 2.5 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 [DP].

3. ELIGIBILITY

- 3.1 The regatta is open to the following boats:
 - 3.1.1 Boats with a LH not less than 18.29 as defined by the IMA Class Rules, with a valid rating certificate as specified below (please note NoR 3.5 and 4.2):
 - 3.1.2 Supermaxis with a valid ORCsyr certificate. Supermaxis with a LH up to 35.5 metres may request to join the Maxi Racer start on basis of a valid IRC certificate / NoR 4.1).
 - 3.1.3 J Class boats with a valid JCA certificate for a J Class start (ORCsyr certificate if a Supermaxi start).
 - 3.1.4 Maxi 72 boats with an IRC endorsed certificate and a Class Certificate for a Maxi72 start (IRC endorsed certificate if a Mini Maxi Racer start). With 5 or more boats the Maxi 72 Class will be designated the Rolex Maxi 72 World Championship and the Rolex Maxi 72 World Championship’s trophy will be awarded. The Rolex Maxi 72 World Championship will have a dedicated SI, start and preferably umpiring (NoR 10.5).
 - 3.1.5 Wally Class boats with a valid IRC certificate.
 - 3.1.6 Maxi boats with a valid IRC certificate.
 - 3.1.7 Mini Maxi Racer and Racer Cruiser boats with a valid IRC endorsed certificate. Please note that:
 - a) Mini Maxis with an LH/TCC ratio over 16 (Cruiser/Racer or Classic) may request the IMA Technical Office (ATO) IMA certification (3.5) on basis of a valid IRC Certificate only.
 - b) Mini Maxis with an LH/TCC ratio over 16 are eligible to enter the event on basis of the newly developed IRC REDUCED CREW certificate. Basically an initiative that allows to race under this certificate with a reduced rating on basis of the maximum crew number being reduced to 70% of the IRC standard. For further info please contact the IMA ATO.
- 3.2 Classes may be divided into sub-classes based on the number of entries and type of boats. Based on the IMA Class Rules and event specific choices, potential classes include: Maxi Racer, Maxi Racer/Cruiser, Mini Maxi Racer, Mini Maxi Racer/Cruiser, Mini Maxi Cruiser/Racer, Wally, Maxi 72, J-Class, and Supermaxi up to LH 35.5 metre.
- 3.3 A minimum of 4 boats is required for separate class scoring, unless the minimum is waived by the OA, with the approval of the IMA.
- 3.4 At the sole discretion of the OA, classes and sub-classes may be combined for starts to ensure the best possible competition. This may effect the racing format as indicated in 5.1.
- 3.5 A valid (endorsed if applicable, see 3.1) 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.
- 3.6 Competitors must be at least 12 years old on the first race of the event.

4. ENTRY AND ENTRY FEES

- 4.1 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 3.5) shall be received by the YCCS Race Office not later than the 21 July, accompanied by a non-refundable entry fee of € 3.500. The entry fee for YCCS Members and/or IMA Members is € 3.000.
Note: Supermaxi yachts up to LH 35.5 meter may indicate on the Entry Form their preference to start in the Maxi Racer class (instead of Supermaxi). Final decision rests with the OA who will try to accommodate the preference indicated. Racing in the Maxi Racer class requires IRC certification and respecting IMA helmsman rules (NoR 1.5.1.b).
- 4.2 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 22 August, and be approved/IMA certified by the IMA ATO not later

than 18.00 on 28 August, unless a different deadline is authorized by the OA. Any change on rating certificates after 22 August may only be as a result of inspections and controls. World Championship classes may set additional rules if certification is handled by class management, but all certificates shall be class approved and on file with the OA no later than 18.00 on 31 August.

- 4.3 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.
- 4.4 The OA retains the right to refuse any entry for any reason. 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.
- 4.5 The entry fee can be paid by credit card or by bank transfer, 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.

5. SCHEDULE

5.1 Scheduled racing days and format

5.1.1 Supermaxi class: 5 coastal races.

5.1.2 Maxi classes: 5 coastal races.

5.1.3 Mini Maxi Racer/Cruiser class: maximum of 6 races, 4 coastal and 1 day of windward/leeward (with 2 races maximum).

5.1.4 Wally, J-Class, Mini Maxi Racer and Maxi 72 classes: maximum of 7 races, 3 coastal and 2 days of windward/leeward (with 2 races each day).

5.1.5 World Championship Classes may elect for a maximum of 8 races, 2 coastal and 3 days of windward/leeward (with 2 races each day).

5.2 The scheduled time of the first warning signal each day will be at 11.30.

5.3 The IMA Annual General Meeting will be held at the YCCS on the scheduled lay day at 10.30 or late that afternoon if there is a re-sail that day.

5.4 Sunday, 1 September: Registration, Measurement, Inspection and Skippers' Briefing (at YCCS Clubhouse at 18.00).

5.5 Race days:

Monday, 2 September:	Race (s)
Tuesday, 3 September:	Race (s)
Wednesday, 4 September:	Race (s)
Thursday, 5 September:	Lay day or resail Race(s)
Friday, 6 September:	Race (s)
Saturday, 7 September:	Race (s)

5.6 Saturday, 7 September at 17.30: Prizegiving.

5.7 Two races are required to constitute a series.

5.8 On Saturday 7 September no warning signal will be made after 15.00 .

5.9 The OA and/or race committee reserve the right to modify the schedule according to weather conditions or other unforeseen reasons.

6. MEASUREMENTS AND CONTROLS

6.1 All boats shall be in the water by 0.900 on 31 August and available to the Technical Committee at their berth from 09.00 on 31 August and 1 September until the inspection and controls are completed or at such time as agreed with the IMA ATO [DP]. To book an inspection slot contact:

technicaloffice@internationalmaxiassociation.com. World Championship classes may set additional times and conditions for inspections under the responsibility of the class management.

6.2 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 [DP].

6.3 Sail dimensions shall be by direct measurement or sail maker declaration.

6.4 Hull and rig dimensions shall be by direct measurement or from the designer and/or builder, with the approval of the IMA ATO.

6.5 A list of ratings of the boats will be posted on the event web site (www.yccs.com) by 31 August. The list will remain posted on the Official Notice Board during the event. The Protest Time Limit for rating protests by boats, except relating to changes made during the regatta, will expire at 15.00 on 1 September.

7. REGISTRATIONS

Final Registration formalities shall be completed at the YCCS's Race Office by 16.00 on 1 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 and 4.2, 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, Maxi 72 and J classes shall be in compliance with the IMA Owner/Driver rules (Helmsman designation form to comply with IMA Class Rule C.2). IMA classes may set and administer alternative eligibility, guest and Owner/Driver rules in accordance with their class rules;
- (c) For Italian boats and competitors only:
 - FIV cards and a valid medical certification;
 - Valid FIV authorization to display advertising on boat (if applicable).

Note: Support boats shall register at the Race Office during registration on Sunday 1st September and shall display the flag supplied during the event [DP].

8. SAILING INSTRUCTIONS (SI)

The SI will be available for competitors upon final registration and published online at:

www.yccs.com and www.internationalmaxiassociation.com.

9. VENUE AND CHARTS

- 9.1 Yacht Club Costa Smeralda - 07021 Porto Cervo (OT) - Sardinia – Italy
t. +39 0789 902200 / f. +39 0789 91213 / e. secretariat@yccs.it | ws. www.yccs.com
- 9.2 The racing area will be in North Eastern Sardinian waters. The following charts are recommended: nos. 42 - 43 - 323 - 324 - 325 - 910, Italian charts of the Istituto Idrografico della Marina.

10. PENALTIES

- 10.1 For Supermaxi, Maxi and Mini Maxi Racer/Cruiser or Cruiser/Racer classes, RRS 44.1 shall not apply and instead the Scoring Penalty as provided in RRS 44.3 shall apply, except that RRS 44.3(c) is deleted and replaced with the following:
“44.3 (c) The elapsed time for a boat that takes a Scoring Penalty shall be the elapsed time she would have been allocated without that penalty increased by 2%. If she takes more than one Scoring Penalty in a race, her elapsed time will be increased by 2% for each Scoring Penalty taken. A boat takes a Scoring Penalty by complying with RRS 44.3(a) and (b). However, the score of the boat shall be worsened at least by one point for each penalty, but shall not be worse than equal to DNF. A yellow flag will be required.” For Wally, Maxi 72 and Mini Maxi Racer classes RRS 44.1 is changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.
- 10.2 Penalties taken shall be declared on the appropriate form and lodged with the race office within the protest time Limit [DP].
- 10.3 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 [DP].
- 10.4 Redress Limitation:
 - 10.4.1 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.
 - 10.4.2 Redress shall not be requested or given on basis of images of the start or finish of a race, such as video, photographs or drone footage. Tracking records may be supplied to support other evidence. This changes RRS 60.1(b), 60.2(b), 60.3(b).
- 10.5 An International Jury will be appointed in accordance with RRS Appendix N. All decisions will be final as provided in RRS 70.5.
- 10.6 Umpiring: it is the intention to have Umpire Racing for World Championship competition, preferably using a modified World Sailing Addendum Q that will allow Jury decisions when Umpires are not able to make a decision on the water.
- 10.7 The notation [DP] in a rule in this NoR and/or in the Sailing Instruction means that the penalty for a breach of that rule may, at the discretion of the International Jury be less than disqualification.

11. SCORING

The Low Point System RRS Appendix A shall apply except that one discard will be allowed if 6 or more races are sailed.

12. MOORINGS

- 12.1 The entry fee includes mooring fees from 10.00 on 1 September to 10.00 on 8 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 21 July.
- 12.2 For late entries, moorings and mooring fees are not guaranteed and not included in the entry fee.
- 12.3 The cost for electricity, water, 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) may be at Porto Cervo Marina or East Dock (Porto Vecchio) and different from the mooring place assigned by the

Marina Office in conjunction with the OA during the event. Assignment of moorings will be based on availability of moorings and the characteristics of boats.

- 12.4 To reserve moorings prior and after the dates indicated in NoR 12.1, and for tenders, submit your mooring requirement to: pcm@igymarinas.com/c secretariat@yccs.it. For additional information about marina services and the price list visit the Marina Porto Cervo web site: www.marinadiportocervo.it.
- 12.5 Local regulations require that all boats MUST inform the Marina Office by radio on VHF Channel 9 when they first arrive in Porto Cervo and each time they leave or enter the Harbour thereafter. When moored, it is MANDATORY for all Participants to register at the Marina Office.

13. HAULING OUT, HULL CLEANING AND DIVING RESTRICTIONS

- 13.1 Boats may not be hauled out after 31 August until the finish of the final race without prior written permission of the OA [DP].
- 13.2 Independent swimming/diving inside the harbour is forbidden. Only the Harbour Master's divers are authorised to swim/dive inside the harbour, they can be booked at pcm@igymarinas.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 or by pre-registered team divers (two max per boat) if a Harbour Master's diver is hired to assist or stand by in the water for the duration the registered team divers are in the water. Instructions by the Harbour Master's diver to the team diver shall be respected. Noncompliance may result in retracting the team divers authorisation [DP].

14. RADIO COMMUNICATIONS AND ELECTRONIC EQUIPMENT

- 14.1 All boats shall be equipped with a Marine VHF transceiver capable of operating on VHF channels 09, 16, 71 and 72.
- 14.2 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 advised at the Skippers' briefing. Boats shall maintain a constant watch on the safety channel when sailing in or near the racing area.
- 14.3 Except for safety reasons (NoR 14.2) or in case of an emergency, a boat that is racing 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 [DP].

15. PRIZES

The following trophies and awards will be presented on Saturday, 7 September:

- Maxi Yacht Rolex Cup and a Rolex Timepiece to the overall winner of each class;
- Trophies for the 2nd and 3rd place boats of each class;
- Commodore Alberini Perpetual Trophy;
- IMA Trophy for the highest placed IMA Member;
- YCCS Trophy for the highest placed YCCS Member;
- Additional trophies to the winner of any approved sub-class.

16. AMENDMENTS TO THIS NOTICE OF RACE

The OA reserves the right to amend this NoR. Any amendments prior to 1 September will be emailed to owners whose entries have been accepted. Amendments will also be posted on the official website (www.yccs.com). Amendments to this NoR after 1 September will be posted on the Official Notice Board and on the official website.

17. DISCLAIMER OF LIABILITY

- 17.1 Competitors agree to be bound by the World Sailing RRS 2017/2020, 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 2019, 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 its servants, agents 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 4: "A boat is solely responsible for deciding whether or not to start or to continue racing".
- 17.3 In summary, competitors agree that the OA, YCCS, IMA its servants, agents 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, each individual participating crew member will be required to sign a declaration accepting this disclaimer of liability.

18. INSURANCE

- 18.1 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.
- 18.2 The OA is not responsible for verifying the status or validity of insurance certificates.

19. MEDIA RELEASES

- 19.1 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 "Perpetual Spirit" 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.
- 19.2 As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this waiver of rights.

20. CONTACT DETAILS & FURTHER INFORMATION

- 20.1 YCCS Race Office & Press 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
- 20.4 **Media Contacts**
Media representatives wishing to cover the event are requested to contact:
YCCS Press Office: t. +39 0789 902200 | e. pressoffice@yccs.it | ws. www.yccs.com
and/or: IMA Press Office: t. +39 345 8257605 | e. communications@internationalmaxiassociation.com

21. SOCIAL EVENTS

- 21.1 The preliminary social program for the event is as follows:

Sunday 1 September
YCCS Welcome Reception

Wednesday 4 September
IMA Dinner (by invitation)

Thursday 5 September
Crew Party

Friday 6 September
Rolex Dinner (by invitation)

Saturday 7 September
Final Prize Giving

- 21.2 The final social program will be available to competitors upon final registration and published online www.yccs.com.

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>.



ABOUT THE MAXI YACHT ROLEX CUP

The first world championship dedicated to maxi yachts was organised in 1980 and this year the Maxi Yacht Rolex Cup celebrates its 30th edition. Ever more impressive and cutting-edge fleets together with world renowned sailors gather at the beginning of September in Porto Cervo to take part in a highly competitive regatta and a host of exclusive social events. Organised by the Yacht Club Costa Smeralda with the support of its historic partner Rolex and the collaboration of the International Maxi Association, the event will take place from 1st to 7th September.

PALMARES

1980 - BUMBLEBEE (AUS)
1981 - KIALOA IV (USA)
1983 - KIALOA IV (USA)
1985 - BOOMERANG (USA)
1987 - KIALOA V (USA) - EMERAUDE (FRA)
1989 - LONGOBARDA (ITA)
1991 - MATADOR 2 (USA) - CHALLENGE 93 (ITA)
1995 - RROSE SELAVY (ITA)
1997 - MORNING GLORY (GER)
1999 - GENIE OF THE LAMP (BEL) - SAYONARA (USA)
2000 - RROSE SELAVY (ITA) - MAGIC CARPET (FRA) - ALDABRA (ITA)
2001 - EDIMETRA VI (ITA) - VAE VICTIS (LUX) - UNFURLED (USA) - VIRTUELLE (FRA)
2002 - ALEXIA (ARG) - VIRIELLA (ITA) - ADELA (USA) - MAGIC CARPET (FRA) - NAUTOR CHALLENGE
2003 - ALFA ROMEO (NZ) - WALLYÑO (UK) - WHITEFIN (ITA) - IDEA SAI (ITA)
2004 - PYEWACKET (USA) - ALEXIA (ARG) - MISTER A (ITA) - ALEJANDRA (ITA)
2005 - Y3K (GER) - BLACK DRAGON (GBR) - ADELA (USA) - ALLSMOKE (GBR)
2006 - ALFA ROMEO (NZL) - HETAIROS (CAY) - ROMA (ITA) - ATALANTA II (ITA) - MAGIC CARPET SQUARED (GBR)
2007 - MORNING GLORY (GER) - RANGER (USA) - J ONE (GBR) - ATALANTA II (ITA)
2008 - RAMBLER (USA) - RANGER (CAY) - MAGIC CARPET SQUARED (GBR) - NUMBERS (USA)
2009 - Y3K (GER) - ALFA ROMEO (NZL) - RAN (GBR) - WHISPER (IRL) - ROMA (ITA) - BEAU GESTE (HKG) - VELSHEDA (GBR)
2010 - RAN (GBR) - Y3K (GER) - HETAIROS (CAY) - RANGER (CAY) - DSK (ITA) - ESIMIT EUROPA 2 (SLO)
2011 - RAN 2 (GBR) - Y3K (GER) - DSK (ITA) - HIGHLAND FLING (MON) - NILAYA (GBR)
2012 - BELLA MENTE (USA) - MAGIC CARPET 2 (GBR) - AEGIR (GBR) - ESIMIT EUROPA 2 (SLO) - NILAYA (GBR)
2013 - RÁN 2 (GBR) - J ONE (GBR) - ALTAIR (ITA) - NILAYA (GBR) - AEGIR (GBR)
2014 - ALEGRE (GBR) - MAGIC CARPET³ (GBR) - LUPA OF LONDON (GBR) - FIREFLY (NED) - LIONHEAR (NED)
2015 - BELLA MENTE (USA) - OPEN SEASON (GBR) - H2O (ITA) - SUPERNIKKA (ITA) - INOUI (SUI) - WINDFALL (IRL)
2016 - BELLA MENTE (USA) - OPEN SEASON (GBR) - WALLYNO (LUX) - ATALANTA II (ITA) - WIN WIN (CAY) - MY SONG (ITA)
2017 - HIGHLAND FLING XI (IOM) - GALATEIA (CAY) - RIBELLE (MLT) - JETHOU (GBR) - SUPERNIKKA (GBR) - H2O (ITA) - MOMO (GER)
2018 - MOMO (BVI) - LYRA (MLT) - TOPAZ (CAY) - GRANDE ORAZIO (ITA) - SUPERNIKKA (GBR) - H2O (ITA)



MAXI YACHT ROLEX CUP

Porto Cervo, 1st - 7th September 2019

Attachment 1: Entry Form

Entries shall be received by the Organizing Authority by 21st July accompanied by the entry fee. To be sent by email: secretariat@yccs.it to YCCS Race Office.

MEMBER OF: YCCS () IMA ()

SUPERMAXI's up to LH 35,5m, please check box in case of preference to start in MAXI RACER / IRC cert (see NoR 1.5.1.b, 3.1.2 and 4.1): ()

MINI MAXI with LH/TCC ratio over 16, please check box if interested in Reduced Crew certification (see NoR 3.1.7.b): ()

Boat Name	Sail N.	L.H.	Beam	Min Draft
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Model	Designer	Builder	Year	Hull Colour
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Flag:	N. of Crew	E.T.A.	Boat Advertising (if any)
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Yacht Club	Home Port	Country
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Charterer/ Owner	Address	City	Country
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Email	cell:
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IMPERATIVE: Contact details for those to be reached ON - SITE for any daily communication from the organizers and race committee.

Boat Captain	cell:	@:
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Helmsman	Country	@
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Tactician	Country	@
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SUPPORT BOAT (if any): Boat Name:	LOA:	BEAM:	DRAFT:	ETA:
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PRESS INFORMATION:

Press Representative (for internal use only)	Tel on site	@:
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Recent significant regatta participation / victories

High profile professional crew on board and roles

1. DISCLAIMER OF LIABILITY: Competitors agree to be bound by the World Sailing RRS 2017/2020, 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 2019, 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 its servants, agents 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 4: "A boat is solely responsible for deciding whether or not to start or to continue racing". In summary, competitors agree that the OA, YCCS, IMA its servants, agents 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, each individual participating crew member 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 "Perpetual Spirit" 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. As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this waiver of rights.

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.

I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1, 2 AND 3 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:
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ATTACHMENTS:	RATING CERTIFICATE ()	CREW LIST ()	COPY OF BANK TRANSFER ()
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Bank Transfert ()		Credit Card:	VISA ()	MASTERCARD ()	AMEX ()
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BANK DETAILS:

Yacht Club Costa Smeralda

Banca Intesa San Paolo

IBAN: IT33 F030 6984 9021 0000 0000 071

BIC - SWIFT: BCITITMM

IMPERATIVE: specify as object: MYRC - NAME OF THE BOAT

Card Number

Expire Date

Cardholder's Name

Tel.

Cardholder's Sign

Date:



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.