



YACHT CLUB COSTA SMERALDA



**ROLEX SWAN CUP 2020**

**NOTICE OF RACE  
PORTO CERVO, 6<sup>th</sup> - 13<sup>th</sup> SEPTEMBER**





ROLEX SWAN CUP

Porto Cervo, 6-13 September 2020

## NOTICE OF RACE

The Rolex Swan Cup will take place in Porto Cervo from 6 to 13 September 2020 and is organized, under the authority of the Italian Sailing Federation, by the Yacht Club Costa Smeralda (YCCS), in collaboration with Nautor's Swan and sponsored by Rolex SA.

### 1. ORGANISING AUTHORITY & VENUE



Yacht Club Costa Smeralda

07021 Porto Cervo (SS) - Sardinia - Italy

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

### 2. RULES

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

2.2 IMS Rule and ORC Rating Systems for all Classes except those racing as One Design Classes (Class D, Class E, Class F, Class G).

2.3 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)). All Italian crews shall be FIV members and have a valid medical certificate. Foreign competitors must comply with the rules of their national authority.

2.4 The World Sailing Offshore Special Regulations (OSR) Category 4.

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

2.6 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.

2.7 In the event of a discrepancy between the NoR and Sailing Instructions, the Sailing Instructions take precedence (changes RRS 63.7).

### 3. ADVERTISING & IDENTIFICATION NUMBERS

3.1 The Rolex Swan Cup is an invitational event and in accordance with WS Regulation 20 Advertising Code, advertising is restricted for boats in Classes A, Band C. Boats shall display Event Advertising in compliance with WS Regulation 20, Advertising Code, and as detailed in the Sailing Instructions. For Italian boats only, the "Normativa 2020 per l'esposizione della pubblicità nelle manifestazioni veliche in Italia". [DP]

3.2 Boats will be required to display the 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 of the regatta.

3.3 In addition boats will be required to display the event battle flag and a boom sticker for selected classes throughout the same period while moored.

3.4 The Organizing Authority will supply the pennant and flag at registration.

3.5 Racing yachts shall display an identification number (panels for classes A, B and C and bow stickers for one design classes) clearly on both sides of the hull. The identification numbers shall be collected at registration.

3.6 The Organizing Authority may also require the installation, at no cost to competitors, of on board video cameras for the official television production and/or a gps tracking system.

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

3.8 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 the consent in writing of the Organizing Authority obtained before the start of the Regatta.

3.9 Absence of identification numbers (paragraph 3.5), class flags and/or decals may be matter for action by the International Jury on report by the Race Committee or Organizing Authority only. This amends RRS 60.1. [DP].

### 4. TECHNICAL COMMITTEE, MEASUREMENT, CONTROL AND RATING

4.1 The Technical Committee will include representatives from the ORC, Swan One Design Classes, Nautor's Swan and Yacht Club Costa Smeralda.

4.2 Measurement checks on boats entered for racing will take place in Porto Cervo Marina on Sunday 6 September between 13.00 and 19.00 and on Monday 7 September between 09.00 and 17.00. Sails may need to be transported ashore to a designated area provided for measurement check. A list of all competing boat's ratings will be posted on the Official Notice Board as soon as practical before the skippers briefing.

4.3 Competing boats will be checked at random during the event. In this respect, boats may be boarded at any time by the Technical Committee.

## 5. ELIGIBILITY & CLASSES

The regatta is open to all Nautor's Swan yachts and all such yachts are invited to the regatta. It is the intent of the Organizing Authority to divide the fleet into seven (7) Classes based on final entries.

Preliminary class breaks will be published on the event web site.

Class A (Swan Maxi)	Boats with LH from 18.29m and above (not designed by Sparkman and Stephens). ORCi Certificate;
Class B (Classic S&S)	Boats designed by Sparkman & Stephens. ORCi or ORC Club Certificate; Additional division for the "Rod and Olin Stephens Corinthian Trophy" within Class B will be created. Results of this division will be extrapolated from the overall Class B results with boats keeping the same score from the class results. To qualify in this divisions boat shall have original hull and appendages. Toe rail shall be original made of aluminium or wood, mast shall be aluminium with original measurements with shrouds made of wire or rod. Mainsail and mizzen mainsail shall not be of square top type. Boat shall be helmed by the owner (or family member). Designation of boats to this division will be made by the organizer and Nautor's Swan prior to the start of the first race and shall not be ground for the protest or requests for redress by the boat. This changes RRS 60.1.
Class C (Swan Grand Prix)	Boats of LH 18.28m and below, (not designed by Sparkman and Stephens). ORCi or ORC Club Certificate;
Class D (ClubSwan 36)	A minimum of 5 registered boats is required. If less than 5 entries are received within the entry deadline <u>on July 31<sup>st</sup></u> , the ClubSwan 36 will race under ORC within Class C, Swan Grand Prix
Class E (ClubSwan 42)	A minimum of 5 registered boats is required. If less than 5 entries are received within the entry deadline <u>on July 31<sup>st</sup></u> , the ClubSwan 42 will race under ORC within Class C, Swan Grand Prix
Class F (Swan 45)	A minimum of 5 registered boats is required. If less than 5 entries are received within the entry deadline <u>on July 31<sup>st</sup></u> , the Swan 45 will race under ORC within Class C, Swan Grand Prix
Class G (ClubSwan 50)	A minimum of 5 registered boats is required. If less than 5 entries are received within the entry deadline <u>on July 31<sup>st</sup></u> , the ClubSwan 50 will race under ORC within Class C, Swan Grand Prix

**Note : One Design boats will race in respective One Design Classes.**

The Organizing Authority, in conjunction with Nautor's Swan, reserves the right to amend the above class designations based on entries received and/or to merge and/or further split classes at its discretion. The decisions of the Organizing Authority, after the closing of registration at 17.00 on 7 September, shall be final and there shall be no claims for request for redress (changing RRS 62).

## 6. RACING ENTRIES

6.1 Entries shall be made on the enclosed Entry Form (Annex 1) which shall be completed and returned not later than 31 July, by email [secretariat@yccs.it](mailto:secretariat@yccs.it)

6.2 Entry Fees (Mooring fees are included in the entry fee):

6.2.1 For Swans up to 14.00m LOA	1.400,00 €
6.2.2 For Swans of 14.01m to 18.00m LOA	1.600,00 €
6.2.3 For Swans of 18.01m to 24.00m LOA	1.800,00 €
6.2.4 For Swans over 24.01m LOA	2.000,00 €

6.3 The entry fee shall accompany the entry form. The entry fee may be paid by Credit Card or bank transfer as stated on the entry form. If payment is made by bank transfer, a copy of the transfer confirmation is to accompany the entry form.

6.4 The Organizing Authority reserves the right to accept entries after 31July, upon payment of an additional fee (500,00 €) and retains the right to refuse any entries. Confirmation of any entry will be communicated by the Organizing Authority. No moorings can be assured for late entries.

6.5 Entries that cancel between 31May and 31July will be refunded 50% of any entry fee paid.

6.6 Entries that cancel post 31July will not be refunded.



## 7. NON RACING ENTRIES

7.1 Swan yachts wishing to participate in the social programme of the Rolex Swan Cup, but **not participate** in the racing programme, can do so by specifying in the Entry Form the nature of the entry. The same procedure and entry fee shall apply.

7.2 Non Racing entries will only need to indicate the number of people attending the social activities on the Entry Form. Their entry will not affect the racing results.

## 8. MOORINGS

8.1 Moorings at Porto Cervo Marina are included in the entry fee. The entry fee includes moorings from 12.00 on Sunday 6 September to 12.00 on Monday 14 September, provided that the completed entry form and fee are received by the YCCS before 31 July.

8.2 The cost of electricity, water charges and 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 during the event. Assignment of moorings will be based on availability of moorings and the characteristics of the boats.

8.3 To reserve moorings prior and after the dates indicated in NoR 8.1, and for tenders/support boat, submit your mooring requirement to: [pcm@igymarinas.com](mailto:pcm@igymarinas.com) c/c [secretariat@yccs.it](mailto:secretariat@yccs.it). For additional information about marina services and the price list visit the Marina Porto Cervo web site: [www.marinadiportocervo.it](http://www.marinadiportocervo.it).

8.4 Local harbour 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.
- All boats must visit the Harbourmaster's Office to finalize their registration.
- **Sailing inside the harbour is forbidden.**

## 9 HAULING OUT, DIVING AND REPAIRS

9.1 Boats shall not be hauled out during the regatta except with the prior written permission of the Organizing Authority.

9.2 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](mailto: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 [DP].

9.3 Repairs and replacement of sails, equipment and hull parts damaged during a regatta shall not cause a boat to be re-measured until after the regatta is completed. Applications to replace or repair sails must be made to the organizer on the sail repair/replacement form available at the race office. No repair shall be carried out or replacement made after registration without the written consent of the technical committee. [DP]

## 10. RADIO COMMUNICATIONS AND ELECTRONIC EQUIPMENT

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

10.2 Yachts shall be equipped with VHF channels 9, 16, 71 and 72.

10.3 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.

10.4 Except for safety reasons (NoR 10.2) 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].

## 11 COMPETITOR DRONES

11.1 Teams or their representatives shall not fly drones over the Rolex Swan Cup shore base or over the race area during training or racing days without complying with local legislation and in any case unless prior written approval by the organizer has been obtained.

11.2 The approval granted at sole discretion of the organizer may impose limitation on where and when to fly.

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

## 12. REGISTRATION

12.1 The registration shall be completed with the Organizing Authority by 17.00 on Monday 7 September and the official forms will be provided by the Organizing Authority and published on the YCCS web site – [www.yccs.it](http://www.yccs.it)

The following documents will be required at registration:

- (a) Acceptance of the Notice of Race, Disclaimer of liability, Photography and TV rights consent and Insurance third party liability as set out in the Entry Form;

- (b) declaration accepting the waiver of rights that each individual participating crew member will be required to sign;
- (c) **For Italian competitors/crews/boats only:**
- FIV cards and a valid medical certification;
  - Valid FIV authorization to display advertising on boat (if present);
- (d) Media Releases Consent form signed by boat representative;
- (e) All Racing entries in Classes A, B and C shall have a valid, 2020 ORC certificate (as per para. 5). Changes to rating certificates after the 7 September will not be permitted unless prescribed and approved by the Technical Committee;
- (f) Foreign competitors/crew/boat must comply with the rules of their national authority;
- 12.2 Support boats shall register on the dedicated section of the entry form and collect the identification flag at the race office during registration on 7 September. The identification flag shall be displayed throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race of the regatta [DP].
- 12.3 Competitors must be at least 12 years old on the first race of the event; crew members under 18 years of age (but over 12 years old) shall deliver at registration a disclaimer signed by parents.
- 12.4 Boats not complying with the requirements of NoR 12 are not eligible for the event.

### 13. REGATTA SCHEDULE

13.1 The Schedule of races will be as follows:

Sunday, 6 Sept.	Inspection, Registration & Measurements	12.00-18.00
Monday, 7 Sept.	Inspection, Registration & Measurements	09.00-17.00
	Skippers Briefing	18.00
Tuesday, 8 Sept.	Race (s)	First Signal 12.00
Wednesday, 9 Sept.	Race (s)	First Signal 12.00
Thursday, 10 Sept.	Islands Long Race for all Classes	First Signal 12.00
Friday, 11 Sept.	Lay Day or Resail Day for Classes A,B and C	
	Race (s) for Classes D, E, F, and G	
Saturday, 12 Sept.	Race (s)	First Signal 12.00
Sunday, 13 Sept.	Race (s)	First Signal 12.00
	Final Prize Giving	17.30

13.2 The Organizing Authority and/or the Race Committee reserve the right to modify the programme for weather conditions or for any other reason.

### 14. SCORING

14.1 The Low Point Scoring System of RRS Appendix A (Paragraph A 4.1) shall apply.

14.2 For Classes A, B and C seven races are scheduled and one discard will be allowed in calculating the overall results if five or more races are completed. Three races shall constitute a series.

14.3 For Classes D, E, F and G (ClubSwan 36, ClubSwan 42, Swan 45 & ClubSwan 50), twelve races are scheduled with no lay day. No discard will apply. Three races shall constitute a series.

14.4 On multiple race days, daily class prizes will be determined based on combined scores for the day.

14.5 PCS for Coastal/Long Distance pre-selected course as defined in ORC Rating Systems will be used for Classes A, B and C. The decision on the scoring method and scoring parameters used will be at the sole discretion of the Race Committee and together with length of course, directions of leg and the wind speed will not be grounds for request for redress by the boat. This changes RRS 60.1(b).

### 15. PENALTY SYSTEM

In accordance with RRS 44 a boat that may have broken a rule of part 2 while racing may take a penalty but RRS 44.1 is altered such that the penalty is a One-Turn Penalty.

### 16. PROTESTS & INTERNATIONAL JURY

16.1 Protests will be heard by an International Jury whose rulings shall be final.

16.2 A system of arbitration will be available with details provided in the Sailing Instructions.

16.3 Members of the International Jury may be stationed at marks periodically and may indicate to boats that they consider that there has been a breach of the rules. Details on how this will be communicated will be provided in the Sailing Instructions.

16.4 The notation [DP] in a rule in this NoR and/or in the Sailing Instructions means that the penalty for a breach of that rule, at the discretion of the international jury may be less than disqualification.

### 17. SAILING INSTRUCTIONS

The Sailing Instructions will be available at final registration and published on the YCCS web site ([www.yccs.it](http://www.yccs.it)).

## 18. RACING AREA & COURSES

18.1 The racing area will be in North Eastern Sardinian waters. The following charts are recommended:

**42 – 43 - 323 – 324 – 325 – 910**, Italian charts of the Istituto Idrografico della Marina.

18.2 The courses to be sailed will be Coastal courses along the coast and among the islands in the vicinity of Porto Cervo and also W/L courses for the designated Classes.

## 19. SECURITY & ACCESS

19.1 A Regatta wristband will be necessary to use the facilities within the regatta village and also for access to all the regatta social events. This wristband is not transferable and will be provided by the Organizing Authority at registration.

19.2 Each Swan will be allocated a designated number of wristbands as part of the entry fee based on the crew list submitted for each boat and for the Non-Racing entries based on the entry form (crew n° section).

## 20. AMENDMENTS TO THIS NOTICE OF RACE

The Organizing Authority reserves the right to amend this Notice of Race. Any amendments prior to 6 September will be emailed to owners whose entries have been accepted. Amendments to this Notice of Race from September 7 will be posted on the Official Notice Board, sent to each yacht via e-mail to the e-mail addresses provided on the Entry Form ("Owner", "boat captain", "Helmsman" and "Tactician" section) and published on the official website ([www.yccs.it](http://www.yccs.it)).

## 21. DISCLAIMER OF LIABILITY

21.1 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 Rolex Swan Cup 2020, 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 and Nautor, 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.

21.2 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".

21.3 In summary, competitors agree that the OA, Nautor, 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.

21.4 As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this disclaimer of liability.

## 22. INSURANCE

22.1 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.

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

## 23. MEDIA RELEASES

23.1 Competitors and crew members on competing boats grant, at no cost, YCCS, NAUTOR, 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 Rolex Swan Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX SA and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX SA. Competitors and crew members' name, voice, image, likeness and biographical material shall not be used by ROLEX SA and affiliated companies in a way which constitutes an endorsement of ROLEX products by said competitors and crew members, unless the relevant competitor or crew member is engaged by ROLEX SA or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use.

23.2 As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this waiver of rights.

## 24. TROPHIES AND PRIZES

- Trophies for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> boat in each Class (a minimum of 5 boats is required in each Class);

- The **Swan Cup Trophy** will be awarded jointly to the winners of the Classes and will be held and displayed by YCCS. The Swan Cup Trophy will remain the official and recognised symbol of the event;

- **for Classes A, B and C:** The Highland Fling Challenge Trophy will be presented to the top scoring owner driver in the overall results. All competitors wishing to compete for this trophy shall register at the regatta office before the start of the first race.

- **for the Sparkman & Stephens Class:** Trophy will be awarded to the top scoring Sparkman & Stephens Swan. The “Rod and Olin Stephens Corinthian Trophy” will be awarded to the best-placed boat complying with NoR 5.
- **for all Classes:** daily Prizes will be awarded at the discretion of the Organizing Authority.

A complete list of Trophies to be presented during the Rolex Swan Cup will be published on the Official Notice Board.

## 25. SOCIAL EVENTS

A varied and interesting social programme is planned for the regatta including refreshments, crew party, cocktail receptions and an owners’ Dinner. Full details will be listed on the event website ([www.yccs.it](http://www.yccs.it)) as the event details are finalised. The final schedule will be available at time of registration.

## 26. PRESS OFFICE

26.1 Media representatives wishing to cover the event are requested to contact the **YCCS Press Office:**

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

26.2 **Media Drones:** Accredited media using the press boat made available by the Organising Authority to follow the event are not authorised to fly drones on the regatta course.

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

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

## 27. FURTHER INFORMATION

For further information please check the event website [www.yccs.it](http://www.yccs.it) or contact:

### **YCCS Race Office**

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

or

### **ClubSwan**

t. + 39 055 240382 | @. [clubswan@nautorswan.com](mailto:clubswan@nautorswan.com)

Part of our mission is to raise awareness among regatta participants on the 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



## About the Swan Cup

Scheduled for 2020 in the waters of Porto Cervo, the Rolex Swan Cup is a biennial event that has gathered together the great “Swan family” since 1980. A large fleet – 110 vessels attended the last edition – reflects the history and evolution of this iconic shipyard, from classic Sparkman & Stephens designs to the elegant Maxis by German Frers, right up to the latest creation, the ClubSwan 36. The 21st edition of the event, a highlight of the YCCS sporting calendar, will take place from 7 to 13 September. Organised in collaboration with title sponsor Rolex, the Nautor’s Swan shipyard and the Yacht Club Costa Smeralda, the event will see an intense sporting programme alternate with unmissable social events ashore.

## **PALMARES**

**1980** - BLACK SWAN (ITA)

**1982** - SCOUNDREL (GBR) - PRIDE (USA)

**1984** - CRACKERJACK (GBR)

**1986** - SEILAN (ITA) - MIDSUMMERDANCE (GBR)

**1988** - EVRIKA (USA)

**1990** - EUROSIA (ITA)

**1992** - EUROSIA (ITA)

**1994** - HIGHLAND FLING (GBR)

**1996** - EUROSIA (ITA)

**1998** - INNOVISION (NED)

**2000** - DEFIANCE (BCI)

**2002** - FAST.NET (FRA)

**2004** - BUGIA BIANCA (ITA)

**2006** - AQUA EQUINOX (BEL) - JACOBITE (GBR) - MONEYPENNY (USA) - DSK (ITA)

**2008** - FAVONIUS (BVI) - EARLYBIRD (GER) - KORA 4 (ITA) - ZEN (GBR)

**2010** - DSK (ITA) - SILVEREN SWAEN (NED) - MONSOON JAGUAR (GBR) - EARLYBIRD (GER) - KORA 4 (ITA)

**2012** - BRONENOSEC (RUS) - NATALIA (ROU) - ONDINE (ITA) - EARLYBIRD (GER)

**2014** - WHOPE (MON) - YASHA (JPN) - FINOLA (GBR) - NIKATA (GBR) - NATALIA (ROU) - EARLYBIRD (GER)

**2016** - FREYA (CAY) – AROBAS (FRA) – MUSIC (GBR) - SLEEPER X (GER) - ELENA NOVA (GER) – NATALIA (ROU)

**2018** - PLUS PLAY (ESP) - SOLTE (GBR) - SIX JAGUAR (GBR) - ONEGROUP (GER) - MELA (ITA) - PORRON IX (ESP)





# ROLEX SWAN CUP

Porto Cervo, 6- 13 September 2020

Annex I: Entry Form

Entries shall be received by the Organizing Authority by 31<sup>st</sup> July 2020 accompanied by the entry fee. To be sent by email: [secretariat@yccs.it](mailto:secretariat@yccs.it) to YCCS Race Office

**TYPE OF ENTRY:** Racing Entry ( ) | Not Racing Entry – ONLY for yachts wishing to participate in the social events but **NOT** in the racing program – ( )

Boat Name \_\_\_\_\_ Sail N. \_\_\_\_\_ LOA \_\_\_\_\_ 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 \_\_\_\_\_

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

Owner/Charterer \_\_\_\_\_ @ \_\_\_\_\_ mobile: \_\_\_\_\_

Country: \_\_\_\_\_ City: \_\_\_\_\_ Address: \_\_\_\_\_

Boat Captain \_\_\_\_\_ @ \_\_\_\_\_ mobile \_\_\_\_\_

Helmsman \_\_\_\_\_ @ \_\_\_\_\_ Country \_\_\_\_\_

Tactician \_\_\_\_\_ @ \_\_\_\_\_ Country \_\_\_\_\_

Other email address: \_\_\_\_\_

SUPPORT BOAT (if any): **YES (...)** **NO (...)** Person in charge: \_\_\_\_\_ @ \_\_\_\_\_

*For mooring place refer to paragraph 8.3 of the NoR. A support boat flag MUST be collected at the YCCS Race Office.*

NoR Paragraph 11 - COMPETITORS DRONE (if any): Person in charge: \_\_\_\_\_ @: \_\_\_\_\_

PRESS INFOS:  
Press Representative (for internal use only): \_\_\_\_\_ Tel on site \_\_\_\_\_ @: \_\_\_\_\_

Significant regatta participation / victories \_\_\_\_\_

High profile professional crew on board and roles \_\_\_\_\_

**1. Disclaimer:** 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 Rolex Swan Cup 2020, 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 and Nautor, 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, Nautor, 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, NAUTOR, 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 Rolex Swan Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX SA and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX SA. Competitors and crew members' name, voice, image, likeness and biographical material shall not be used by ROLEX SA and affiliated companies in a way which constitutes an endorsement of ROLEX products by said competitors and crew members, unless the relevant competitor or crew member is engaged by ROLEX SA or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use. **23.2** 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. **4. Indemnity:** A competitor shall be responsible for any and all property damage and personal injury (including death) incurred by yacht, its owner, its captain, its crew members, its guests and/or any third party while the yacht is participating in the event which arises from the actions or inactions of the yacht, the owner, the captain or crew or guests of the yacht or which arises from the yacht's presence at the event, and the competitor shall indemnify, defend and hold harmless YCCS and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Indemnified Parties") from any and all claims, losses, damages and liabilities suffered or incurred by one or more of the Indemnified Parties in respect of the same." I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1,2, 3 and 4 AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND SIGN IT OF MY FREE WILL.

Name of the Owner/Charterer/Boat Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**Attachments:** RATING CERTIFICATE ( ) | CREW LIST ( ) | COPY OF BANK TRANSFER ( )

**Entry Fee:** LOA: (a) up to 14.00m: 1.400,00 € | (b) from 14.01m to 18.00m: 1.600,00 € | (c) from 18.01m to 24.00m: 1.800,00 € | (d) over 24.01m: 2.000,00 € |

**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: RSC – NAME OF THE BOAT

Please contact the YCCS Race Office ([secretariat@yccs.it](mailto:secretariat@yccs.it)) or the Swan Racing Office ([clubswan@nautorswan.com](mailto:clubswan@nautorswan.com)) for any queries



## ■ 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](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 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](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.

