



YACHT CLUB COSTA SMERALDA



## YCCS MEMBERS CHAMPIONSHIP

NOTICE OF RACE  
PORTO CERVO, 7<sup>th</sup> AUGUST 2022



## YACHT CLUB COSTA SMERALDA

### YCCS MEMBERS CHAMPIONSHIP

Porto Cervo, 6/7 August 2022

27° Edition

### NOTICE OF RACE

Regatta activities shall be carried out in accordance with the provisions concerning the fight against and the containment of the spread of Covid 19 issued by FIV, which the Organizing Authority shall be obliged to respect and enforce, and to which the participating members shall comply under the supervision of the Organizing Authority itself. Any cases of Covid 19 that may be detected during the event will be reported by the Organizing Authority to the relevant Health Authorities.

Following the policies issued and actions taken by the International Olympic Committee and World Sailing, YCCS has moved to suspend the participation of Russian and Belarusian athletes, teams and Race Officials from 2022 YCCS Events. YCCS will be monitoring the situation and will adapt recommendations and measures according to future developments for the 2022 YCCS Events. In this troubled moment we are looking forward to an immediate end to all hostilities and we hope for a very near future when we can compete together again.

The notation '[DP]' in a rule means that the penalty for a breach of that rule may, at the discretion of the protest committee, be less than disqualification. The notation '[NP]' in a rule of means that a boat may not protest another boat for breaking that rule. This changes RRS 60.1(a).

#### 1. ORGANISING AUTHORITY (O.A.)

The YCCS Members Championship is organized under the authority of the Italian Sailing Federation by the Yacht Club Costa Smeralda (YCCS) in conjunction with the Geosail.

For information please apply to:



#### YACHT CLUB COSTA SMERALDA

07021 Porto Cervo (SS), Sardinia – Italy

Coordinate: 41° 08.150' N - 009° 31.758' E

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

#### 2. ENTRIES

- 2.1 The regatta is open to all YCCS Members and will be sailed on the J70 boats provided by the YCCS.
- 2.2 Each competing helm shall provide a Damage Deposit of € 1000,00 prior to the start of racing.
- 2.3 Competitors and boats representing or being from Russia or Belarus are not eligible to take part in this regatta.

#### 3. ENTRY FORM AND ENTRY FEE

- 3.1 Entry form (Attachment 1) shall be submitted to the **YCCS Race Office**, by email [secretariat@yccs.it](mailto:secretariat@yccs.it) no later than 1<sup>st</sup> August together with the non-refundable entry fee of Euros 500 per Team.
- 3.2 The entry fee can be paid as per entry form. The entry fee covers the costs for the preparation of the boats, the practice section with the boats, the social functions and prizes.
- 3.3 Friends and/or guests of the participants, may attend the scheduled social events at cost, on the conditions indicated in the entry form.
- 3.4 Local harbor regulation requires that sailing and diving inside the harbor is forbidden.

#### 4. RULES

- 4.1 The races will be governed by the WS Racing Rules of Sailing 2021-2024 (RRS), including the Notice of Race (NoR) and the Sailing Instructions (SI) when issued. SI will take precedence over the NoR.
- 4.2 Local harbor regulation requires that sailing and diving inside the harbor is forbidden
- 4.3 **Covid-19**
  - a) Protocols and prescription regarding the COVID-19 may be published at any time. They will state if they have the status of a rule.

b) The organizing authority may postpone or cancel the event at any time if it considers that this is required by reasons related to COVID-19. The competitors are not entitled to claim any compensation for any expenses they have incurred for their participation or preparation for participation in the event.

c) **[DP]- [NP]** The "PROCEDURE FOR REGULATION OF ACTION TO STRUGGLE AND CONTAIN THE SPREAD OF COVID-19 IN AFFILIATED SPORTS CLUBS AND ASSOCIATIONS", current version - hereafter referred to as the "PROTOCOLLO". The scoring penalty for a breach of the "Protocollo" shall be a maximum of 10%, depending on the seriousness of the breach committed. The percentage will be calculated with respect to the finishing position of the boat in all the races of the day in which the infraction was committed, or in case of an infraction while the boat is not racing, the penalty will be applied in the race nearest in time to that of the incident, as per RRS 64.2.

4.4 Environmental responsibility: It is recalled the Basic Principle which states: "Participants are encouraged to minimize any adverse environmental impact of the sport of sailing", it is recommended that care be taken to protect the environment at all times during and after the event. Especially attention is drawn to RRS 47 -TRASH DISPOSAL- which states: "Competitors and support persons shall not intentionally put trash in the water. This rule applies at all times while afloat. The penalty for a breach of this rule may be less than disqualification".

## 5. RACES

5.1 The Championship will be held on Sunday 7<sup>th</sup> August and the regatta will be a fleet race. The course will be detailed in the SI.

5.2 A maximum of 3 races will be raced of which one is required to validate the event.

## 6. TEAMS

6.1 Each Team shall be composed of a crew of maximum five people with at least two YCCS Members or family Members. No professionals (WS group 3) are allowed to be part of the Team and there will be no weight limit. The skipper shall be a YCCS member. A minimum of three crew is mandatory. For Italian crews only: all Italian crews shall be FIV members and have a valid medical certificate. Foreign competitors must comply with the rules of their national authority.

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

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

6.4 Depending on the number of Teams and participating Members, the O. A. will take care of composing the crews under its responsibility.

6.5 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.

## 7. PROGRAMME

- Saturday, 6 <sup>th</sup> August	10.00 - 17.00	Registration at the YCCS Race Office & Boat available for free practice section*
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\* Contact the YCCS Centro Sportivo to schedule your training section (@. [centro sportivo@yccs.it](mailto:centro sportivo@yccs.it) | t. +39.346.79.63.401)

- Sunday, 7 <sup>th</sup> August	10.00	Teams Briefing at YCCS Piazza Azzurra
	11.00	Race (s)
		To follow Lunch & Prize giving at YCCS

## 8. AWARDS

The winning team will receive the Members' Championship Challenge Trophy and the Skipper will be crowned as the Annual Social Champion. Prizes will be awarded to second and third placed teams. Further prizes at the discretion of the Organizing Authority.

## 9. COURSES

Courses will be windward / leeward as detailed in the Sailing Instructions.

## 10. BORROWED BOATS

Every effort shall be made to avoid damage to hulls, rigging and sails. Any damage will be the responsibility of the skipper. Deductibles of the Damage Deposit (as per Paragraph 2.2) will be applied to the skipper of the boat determined to be at fault; either by accepting a penalty or by finding of the O.A.

## 11. SAILING INSTRUCTIONS

The SI will be available at the YCCS Race Office upon final registration and published on the YCCS website ([www.yccs.it](http://www.yccs.it)).

## 12. DISCLAIMER

Competitors agree to be bound by the WS RRS 2021/2024, by the SI and the NoR. Competitors agree to take any and all responsibility for the crew's ability, damages caused to third persons or their belongings, to themselves or to their belongings, ashore and at sea as a consequence of their participation in the regatta, relieving of any responsibility the O.A. and all persons involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the yacht's crew, representatives and guests. Competitors are to be acquainted with World Sailing RRS Part 1 Fundamental Rule 3: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". In any case competitors agree that the YCCS, the sponsors and their agents have no responsibility for loss of life or injury to members or others, or for the loss, or damage to any vessel or property.

## 13. PHOTOGRAPHS AND TV RIGHTS

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



### YCCS MEMBERS' CHAMPIONSHIP Albo d'Oro / Winners

1989	GIUSEPPE CARLINI	1997	MASSIMO COMINETTI	2012	ALESSANDRO M. RINALDI
1990	RICCARDO BONADEO	1998	GIOVANNI DI MEGLIO	2013	ALESSANDRO M. RINALDI
1991	FURIO PATRIZIO MONACO	1999	FURIO PATRIZIO MONACO	2014	ANTONIO SODO MIGLIORI
1992	GIORGIO CARRIERO	2000	MICHAEL ILLBRUCK	2015	ANDREA POZZI
1993	GIORGIO CARRIERO	2001	GUIDO ZANOBINI	2016	RICCARDO BONADEO*
1994	GIORGIO CARRIERO	2004	UDO MADAUS	2017	GERMANO SCARPA / JIMMY KERKOC
1995	VITTORIO CODECASA	2007	LUIGI ARTURO CARPANEDA	2018	GERMANO SCARPA
1996	PAOLO BAIOCCHI	2010	VITTORIO CODECASA	2019	LUCA & PIETRO LOCATELLI
		2011	ALESSANDRO M. RINALDI	2020	ALESSANDRO M. RINALDI

TEAM NAME / J70 N°:

NOME	-	Nationality	&	FIV Membership – for Italians only
(YCCS Member / Skipper)	-		-	
(YCCS Member or Family Members)	-		-	
Crew	-		-	
Crew	-		-	
Crew	-		-	

\* **No professionals (WS group 3)** are allowed to be part of the Team and a minimum of three crew is mandatory. There will be **NO WEIGHT LIMIT**;

**Foreign competitors** must comply with the rules of their national authority;

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

**ITALIAN** crew shall be FIV members with a valid medical certificate and **provide the FIV CODE**.

Social Schedule: Lunch on Sunday, 7 August NO ☐ YES ☐ N° of participants: \_\_\_\_

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

Entry Fee (500,00 €):

( ) **BANK TRANSFER**. Please specify as object: **YCCSMC2022 – Name of the boat**

Bank details: **Yacht Club Costa Smeralda | Banca Intesa San Paolo | IBAN: IT33 F030 6984 9021 0000 0000 071 | BIC - SWIFT: BCITITMM**

( ) **CREDIT CARD, axerve pay by link**. Credit Card accepted:



EMAIL ADDRESS where to send the **link of payment** (clear & legible):

## DISCLAIMER

### 1. Notice of Race rules

Competitors agree to be bound by the World Sailing RRS 2021/2024, by the SI and the NoR. Competitors agree to take any and all responsibility for the nautical qualities of their yacht, the rigging, the crew's ability, and the safety equipment. Competitors also agree to take any and all responsibility for damages caused to third persons or their belongings, to themselves or to their belongings, ashore and at sea as a consequence of their participation in the regatta, relieving of any responsibility the O.A. and all persons involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the yacht's crew, representatives and guests. Competitors are to be acquainted with the World Sailing RRS Part I Fundamental Rule 3: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". In any case I agree that the YCCS, the sponsors and their agents have no responsibility for loss of life or injury to members or others, or for the loss, or damage to any vessel or property.

### 2. Photographs and TV Rights

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

### 3. Damage Deposit

The vessels provided by the YCCS include sails and insurance, however in case of accidental damage the responsible skipper is obliged to pay the damage induced or a waiver of a maximum of € 1000 for each accident. Skippers are required to provide credit card details for payment of the above waiver and to sign for acceptance. In the event of accidental damage the race office will advise the card holder and debit the credit card.

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

Name of the Team Captain/Team Representative:

Date:

Signed:

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



**■ Informativa ex art. 13 D. Lgs. 196/2003 e art. 13 GDPR 679/16**

Yacht Club Costa Smeralda - Associazione Sportiva Dilettantistica (YCCS), in qualità di titolare del trattamento, la informa ai sensi dell'art. 13 D.Lgs. 30.6.2003 n. 196 e dell'art. 13 Regolamento UE 679/2016 (GDPR) che i suoi dati saranno trattati con le modalità e per le finalità seguenti:

**1. Oggetto del trattamento**

Il Titolare tratta i suoi dati personali, identificativi e (in particolare, nome, cognome, paese di residenza, numero telefonico, dati identificativi della barca da lei rappresentata), che siano necessari per l'iscrizione alle regate.

**2. Finalità del trattamento**

I suoi dati personali sono trattati per le seguenti Finalità:

Partecipazione alle regate; adempimento degli obblighi contrattuali e fiscali, assicurativi derivanti da rapporti con lei in essere; adempiere agli obblighi previsti dalla legge.

**3. Modalità del trattamento**

Il trattamento dei suoi dati personali è realizzato per mezzo delle operazioni indicate all'art. 4 Codice Privacy e all'art. 4 n. 2) GDPR e in particolare: raccolta, registrazione, organizzazione, conservazione, consultazione, elaborazione, modificazione, selezione, estrazione, raffronto, utilizzo, interconnessione, blocco, comunicazione, cancellazione e distruzione dei dati. I suoi dati personali sono sottoposti a trattamento sia cartaceo che elettronico e/o automatizzato.

Il Titolare tratterà i dati personali per il tempo necessario per adempiere alle finalità di cui sopra e comunque per non oltre 10 anni dalla cessazione del rapporto per le Finalità di Servizio.

**4. Accesso ai dati**

I suoi dati potranno essere resi accessibili per le finalità di cui all'art. 2): a dipendenti e collaboratori del Titolare o di società da questa controllate e o a questa collegate, e alla FIV nell'esecuzione delle operazioni necessarie per il rispetto delle procedure a corredo delle attività di regata.

**5. Comunicazione dei dati**

Il Titolare potrà comunicare i suoi dati per le finalità di cui all'art. 2 a Organismi di vigilanza, Autorità giudiziarie nonché a tutti gli altri soggetti ai quali la comunicazione sia obbligatoria per legge per l'espletamento delle finalità indicate. I suoi dati non saranno diffusi.

**6. Trasferimento dati**

La gestione e la conservazione dei dati personali avverrà su server ubicati all'interno dell'Unione Europea del Titolare e/o di società terze incaricate e nominate. Attualmente i server sono situati a Porto Cervo. I dati non saranno oggetto di trasferimento al di fuori dell'Unione Europea. Resta in ogni caso inteso che il Titolare, ove si rendesse necessario, avrà facoltà di spostare l'ubicazione dei server in Italia e/o Unione Europea e/o Paesi extra-UE. In tal caso, il Titolare assicura sin d'ora che il trasferimento dei dati extra-UE avverrà in conformità alle disposizioni di legge applicabili stipulando, se necessario, accordi che garantiscano un livello di protezione adeguato e/o adottando le clausole contrattuali standard previste dalla Commissione Europea.

**7. Natura del conferimento dei dati e conseguenze del rifiuto di rispondere**

Il conferimento dei dati per le finalità di cui all'art. 2 è obbligatorio. In loro assenza, non potremo garantire l'iscrizione alla gara e le finalità legate al Servizio.

**8. Diritti dell'interessato**

Nella sua qualità di interessato, ha i diritti di cui all'art. 7 Codice Privacy e art. 15 GDPR e precisamente i diritti di:

A. ottenere la conferma dell'esistenza o meno di dati personali che la riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile; B. ottenere l'indicazione: dell'origine dei dati personali; delle finalità e modalità del trattamento; della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici; degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'art. 5, comma 2 Codice Privacy e art. 3, comma 1, GDPR; dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza; C) ottenere: l'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati; la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, compresi quelli di cui non è necessaria la conservazione in relazione agli scopi per i quali i dati sono stati raccolti o successivamente trattati; D). opporsi, in tutto o in parte: per motivi legittimi al trattamento dei dati personali che la riguardano, ancorché pertinenti allo scopo della raccolta; al trattamento di dati personali che la riguardano a fini di comunicazioni commerciali. Ove applicabili, ha altresì i diritti di cui agli artt. 16-21 GDPR (Diritto di rettifica, diritto all'oblio, diritto di limitazione di trattamento, diritto alla portabilità dei dati, diritto di opposizione), nonché il diritto di reclamo all'Autorità Garante.

**9. Modalità di esercizio dei diritti**

Potrà in qualsiasi momento esercitare i diritti inviando:

- una raccomandata a YCCS. Loc. Porto Cervo Marina-Edificio Yacht Club-07021- Porto Cervo (OT), oppure una e-mail all'indirizzo: [privacy@yccs.it](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.