



**MAXI YACHT ROLEX CUP**  
**Porto Cervo, 2<sup>nd</sup> - 8<sup>th</sup> September 2018**

Attachment I: Entry Form

Entries shall be received by the Organizing Authority by 21<sup>st</sup> July 2018 accompanied by the entry fee and if available the latest picture of the boat.  
 To be sent by email: [secretariat@yccs.it](mailto:secretariat@yccs.it) or by fax +39 0789 91213 to YCCS Race Office.

MEMBERS OF: YCCS ( ) IMA ( )

\*Supermaxi's up to LH 35,5m (NoR 3.1 / 3.2 and 11.2): SUPERMAXI start / ORCsy cert ( ) MAXI RACER start / IRC cert ( )

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

Model Designer Builder Year Hull Colour

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

Yacht Club Home Port Country

Charterer/ Owner Address City Country

Fax Email Tel on site

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

Boat Captain cell: @:

Helmsman Country @

Tactician Country @

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

**PRESS INFO:**

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

Significant regatta participation / victories

Professional Crew on board and roles

**DISCLAIMER**

**1. DISCLAIMER OF LIABILITY:** Competitors agree to be bound by the World Sailing RRS 2017/2020, the SI and the NoR. Competitors agree that the sole and inescapable responsibility for the nautical qualities of any yacht participating in the **Maxi Yacht Rolex Cup 2018**, including her rigging, the safety equipment on board and the competence, behaviour and dress of her crew, is that of the Owner/Charterer of the yacht. 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 only 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 the competing yachts 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.

**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 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:

ATTACHMENTS: RATING CERTIFICATE ( ) CREW LIST ( ) COPY OF BANK TRANSFER ( )

Bank Transfert ( ) Credit Card: VISA ( ) MASTERCARD ( ) AMEX ( )

BANK DETAILS: Card Number

Yacht Club Costa Smeralda Expire Date

Banca Intesa San Paolo Cardholder's Name

IBAN: IT33 F030 6984 9021 0000 0000 071 Tel.

BIC - SWIFT: BCITITMM Cardholder's Sign Date:

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



**🇮🇹 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.