



YACHT CLUB COSTA SMERALDA



MAXI YACHT ROLEX CUP

NOTICE OF RACE
PORTO CERVO, 2nd - 8th SEPTEMBER 2018





The Maxi Yacht Rolex Cup 2018 is organised by the Yacht Club Costa Smeralda (YCCS) in conjunction with the International Maxi Association (IMA) and sponsored by Rolex SA. The regatta will take place in Porto Cervo from 2nd to 8th September 2018.

ORGANIZING AUTHORITY AND VENUE

 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

1. RULES 1.1 The regatta will be governed by the following:

(a) The rules as defined in the World Sailing Racing Rules of Sailing (RRS) 2017-2020:

1. Modification RRS 51: add "Sails shall not be moved from one side to the other while tacking or gybing. Only in cases of emergency and/or to prevent them from falling into the water or resting in a waterway will sails be permitted to be moved."

2. Please note that in case of class starts (J, Maxi72, Wally) class rules may change RRS rules;

(b) World Sailing (WS) Offshore Special Regulations (OSR) for Category 4. The OSR will be evaluated by the Technical Committee and any issue regarding compliance with Category 4, will be addressed in a NoR Amendment.

(c) The 2018 IMA Class Rules are invoked. In addition IMA Rule C.2.1.(a).2 applies to all categories except Supermaxi, J Class, Maxi72 Class and Wally Class. IMA Rules C2.2 to C2.5 therefore apply to helmsmen in the categories Mini Maxi Racer, Mini Maxi Racer/Cruiser, Maxi Racer, Maxi Racer/Cruiser and to any Supermaxi opting and approved to race with the Maxi division (please note 3.2).

(d) The 2018 Wally Class Rules, amendments and interpretations.

(e) The 2018 Maxi 72 Rule, Bylaws and interpretations:

1. The SI shall give the wind speed limit for class rule C.1.2.1.a;
2. Class rule C.2.4 (guests) applies, one bona fide guest may be added on basis of the conditions as set in class rule C.2.5.
3. Compliance with the Maxi 72 Class Weighing Protocol (Appendix 3 Class Rule) is mandatory;
4. The 2018 Maxi 72 Wild Card Invitation Option (Class Rule B.1.3), including the conditions set in Class Rule B.1.3 (2), applies.

(f) The 2018 J Class Rules and interpretations.

(g) The 2018 IRC Rules Parts A, B and C for all categories except Supermaxi and J Class.

Please note that in case of class starts, class rules may change IRC rules.

1. 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;

2. 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";

(h) ORCs Rules for the Supermaxi categories;

(i) If allowed by class rules power assisted winches, canting keels, trim tabs and water ballast are permitted on condition each feature is declared on the IRC or ORCs certificate;

(j) Exceptions to RRS 77 may be granted by the OA upon written request prior to the close of registration;

(k) Where a trophy is available for a specific class, the class rules of that class shall apply to boats competing for that trophy (J Class, Maxi 72 Class, Wally Class);

(l) The Sailing Instructions (SI) including all the Appendices;

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

1.3 The registration nationality of a boat is indicated by the owner of the boat as set out in the entry form (FLAG section). If not indicated, the sail number and/or the owner's nationality will be used.

1.4 The official language of the 2018 Maxi Yacht Rolex Cup is English. If there is a conflict between languages the English text will take precedence.

2. ADVERTISING

2.1 Advertising shall only be displayed in accordance with Regulation 20 – World Sailing Advertising Code and, for Italian boats only, the "Normativa 2018 per l'esposizione della





pubblicità nelle manifestazioni veliche in Italia”.

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:

- (a) Sponsor's pennant on the backstay;
- (b) Sponsor's decal on each side of the bow;
- (c) In addition, boats will be required to display the event battle flag and a sponsor pennant on the forestay throughout the same period while moored.

2.3 The OA will supply the pennants, decals and flag at registration.

2.4 The OA 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.

2.5 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.

2.6 Boats are responsible to inform advertisers and sponsors that no activities advertising any brand will be permitted ashore within the Marina area without the consent in writing of the OA obtained before the start of the regatta.

3. ELIGIBILITY

3.1 The regatta is open to the following boats:

- Boats with a LH not less than 18.29 of all fleets and categories as defined by the IMA Class Rules, with a valid rating certificate as specified below (please note 3.2 and 11.2):
- Supermaxi fleet: ORCs_y (Supermaxi up to 35.5 metre optional IRC in case of joining the Maxi start, please see NoR 11.2).
- J Class, if a J Class start: 2018 JCA Certificate, otherwise: ORCs_y
- Maxi 72 Class, if a Maxi 72 start: IRC + Class Certificate, otherwise: IRC
- Wally Class: IRC
- Maxi fleet: IRC
- Mini Maxi fleet: IRC

3.2 Fleets may be divided into categories and categories into groups based on the number of entries and type of boats. Based on the IMA Class Rules and event specific choices, potential categories include: Racer, Racer/Cruiser, Wally, Maxi 72, J-Class and Supermaxi up to LOA 35.5 meter.

3.3 A minimum of four boats is required for separate category or group scoring, unless the minimum is waived by the OA, with the approval of the IMA.

3.4 Fleets, categories and groups may be combined for starts to guarantee the best possible competition.

3.5 A valid 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) who may require full or partial re-measurement or additional information. For early approval or information please apply to: technicaloffice@internationalmaxiassociation.com

3.6 In case of a minimum of 5 boats in the Maxi 72 Class start, this start will be labelled as 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 its dedicated SI, start and preferably umpiring (10.5).

4. ENTRIES, ENTRY FEES

4.1 Entries shall be made on the attached official Entry Form (Attachment 1) available also on the event web site (www.yccs.com). The Entry Form, completed in full, and the rating and class certificates (3.5) shall be received by the YCCS Race Office not later than the 21st July 2018, accompanied by a non-refundable entry fee of € 3.000. The entry fee for YCCS Members and/or IMA Members is € 2.500.

4.2 If a boat elects to reconfigure the sail plan or change any other measurement value requiring a new rating certificate, the new certificate shall be received by the OA not later than 18.00 on the 23rd August 2018, and approved by the IMA ATO not later than 18.00 on the 29th August 2018, unless for good reason a different deadline is specifically authorized by the OA. Any change on rating certificates after the 23rd August 2018 may only be as a result of inspections and controls. World Championship classes may set additional rules if certification is handled by the class management but all certificates shall be class approved and on file with the OA no later than 18.00 on the 1st September 2018.

4.3 Boats that do not comply with the registration requirements by the deadline specified by the Notice of Race may be subject to a 1% penalty added to elapsed time for all races without a hearing. This changes RRS 63.1.



4.5 The OA retains the right to refuse any entries 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.

4.6 The entry fee can be paid by Credit Card or by bank transfer with payment details 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. PROGRAMME

5.1 For Maxi (if not in a mixed start with other categories or groups) and Supermaxi five coastal races are scheduled.

For the Mini Maxi Racer Cruisers a maximum number of six races is scheduled: four coastal races and one day of windward/leeward racing (with 2 races maximum). For the Wally Class and Mini Maxi Racers seven races are scheduled: three coastal races and two days of windward/leeward racing (with 2 races each day). For World Championship classes a maximum of two coastal races and three days of windward/leeward racing (with 2 races each day).

5.2 The scheduled time of the first warning signal each day will be at 11.30. The IMA Annual General Meeting will be held at the YCCS on the lay day at 10.30 or in the late afternoon if there is a re-sail that day.

5.3 Sunday 2nd September: Registration, Measurement, Inspection and Skippers' Briefing to be held at YCCS Clubhouse at 18.00.

5.4 Racing days

Monday, 3rd September: Race (s)

Tuesday, 4th September: Race (s)

Wednesday, 5th September: Race (s)

Thursday, 6th September: Lay day or resail Race(s)

Friday, 7th September: Race (s)

Saturday, 8th September: Race (s)

5.5 Prize giving, Saturday, 8th September at 17.30.

5.6 Three races are required to constitute a series.

5.7 Alteration of program: The OA and/or race committee reserve the right to modify the program according to weather conditions or other unforeseen reasons.

6. MEASUREMENTS AND CONTROLS

6.1 Boats shall be available to the Measurement & Inspection Committee at their berth from 10.00 on September 1st and September 2nd till the inspection and controls are completed or at such time as agreed with the IMA ATO. To book an inspection slot please contact:

technicaloffice@internationalmaxiassociation.com

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

6.2 Inspection and control may include measurement, equipment checks and weighing or determination of displacement by other means as approved by the IMA ATO. Boats may be inspected and/or check measured at any reasonable time before or during the regatta.

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 1st September. 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 2nd September.

7. REGISTRATIONS

Final Registration formalities shall be completed at the YCCS's Race Office by 16.00 on 2nd September unless the OA approves a later time, which it will do only under exceptional circumstances. At registration, besides the certificates as mentioned in 4.1 and 4.2, the following documents will be required:

(a) Acceptance of the Notice of Race, Disclaimer of Liability and insurance as set out in the entry form;

(b) Crew Declaration Form and Media Releases consent. All competitors shall be in compliance with the World Sailing eligibility rules. All competitors except those in Supermaxi, Maxi 72 Class and J Class 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 as per their class rules;

(c) For Italian boats/competitors only:

- FIV cards and a valid medical certification
- Valid FIV authorization to display advertising on boat (if applicable)

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. RACING AREA AND CHARTS

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. INTERNATIONAL JURY, PENALTIES & REQUESTS FOR REDRESS

10.1 An International Jury will be appointed in accordance with RRS Appendix N. All decisions will be final as per RRS 70.4.

10.2 For all Supermaxi, Maxi and Mini Maxi Racer/Cruiser categories or groups, 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 RRS 44.1 is changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.

10.3 Penalties taken shall be declared on the appropriate form and lodged with the race office within the protest time limit.

10.4 Redress Limitation:

(a) 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.

(b) Redress shall not be requested or given on basis of tracking records or of images of the start or finish of a race, such as video, photographs or drone footage. This changes RRS 60.1(b), 60.2(b), 60.3(b).

10.5 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.

11. SCORING

11.1 The Low Point System RRS Appendix A shall apply except that one discard will be allowed if five or more races are sailed. Three races are required to constitute a series.

11.2 The categories in the Maxi Yacht Rolex Cup 2018 will be scored using the following rating rules:

- Supermaxi: ORCs
- Maxi Racer & Supermaxi up to LH 35,5 meter if elected and approved to race with Maxi Racer: IRC
- Mini Maxi: IRC
- J Class, if a J Class start: J Class Handicap System, otherwise ORCs
- Maxi 72: IRC
- Wally: IRC/2018 Wally Class Rules

Note: Supermaxi's up to LH 35,5 meter may indicate on the entry Form their preference to start in the Supermaxi or in the Maxi Racer start. Final decision rests with the OA who will try to accommodate the preference indicated. Starting and so scoring with the Maxi Racers requires IRC certification.

12. MOORINGS

12.1 The entry fee includes mooring fees from 10.00 on 2nd September to 10.00 on 9th September 2018, at Porto Cervo Marina or Port East provided that the completed entry form and entry fee are received by the YCCS Race Office before 21st July 2018.

12.2 For late entries, moorings and mooring fees are not guaranteed and not included with the entry fee.



12.3 The cost of electricity, water charges, tenders, or additional periods are not included in the entry fee and must be paid directly to the Marina Office. The mooring place for any additional period (before and/or after the event) 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 characteristics of boats.

12.4 To reserve moorings prior and after the dates indicated in par.12.1 and for tenders, please send your mooring requirement to secretariat@yccs.it. The YCCS Race Office will inform the Marina Office accordingly. For further information about the marina services and price list please 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 visit the Marina Office to finalize their registration procedures.

13. HAUL – OUT AND DIVING RESTRICTIONS

13.1 Boats may not be hauled out after 1st September until the finish of the final race without prior written permission of the OA.

13.2 Independent diving inside the harbour is forbidden. Only Harbour master's divers, available on VHF Channel 9, are authorised to dive inside the harbour. 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, may get their bottom cleaned by the Harbour Master's divers or by a pre-registered team diver (one per boat). If in compliance with harbour rules on safety, a Harbour Master's diver is hired to assist or stand by in the water for the duration the registered team diver is in the water. Instructions by the Harbour Master's diver to the team diver shall be respected; non compliance may result in retracting the team's diver authorisation.

14. RADIO COMMUNICATIONS

14.1 All boats shall be equipped with a Marine VHF transceiver capable of operating on VHF channel 9, 16 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.

15. TROPHIES AND PRIZES

The following trophies and awards will be presented on Saturday, 8th September 2018:

- Maxi Yacht Rolex Cup and a Rolex Timepiece to the overall winner of each category;
- Trophies for the 2nd and 3rd scored boats of each category;
- 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 group within each category.

16. AMENDMENTS TO THIS NOTICE OF RACE

The O.A. reserves the right to amend this Notice of Race. Any amendments prior to 2nd 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 Notice of Race after 2nd 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, 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.



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 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.

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. MEDIA RELEASES

18.1 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.

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

19. INSURANCE

19.1 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.

20. CONTACT DETAILS & FURTHER INFORMATION

YCCS Race Office:

t. +39 0789 902200 | f. +39 0789 91213 | e. secretariat@yccs.it | ws. www.yccs.com

and/or:

IMA Race Secretary

info@internationalmaxiassociation.com

IMA Technical Office (ATO)

technicaloffice@internationalmaxiassociation.com

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

YCCS Press Office

t. +39 0789 902200 | f. +39 0789 91213 | 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 2nd September

YCCS Welcome Reception

Wednesday 5th September

IMA Dinner (by invitation)

Thursday 6th September

Crew Party



Friday 7th September
Rolex Dinner (by invitation)

Saturday 8th September
Final Prize Giving

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

ABOUT THE MAXI YACHT ROLEX CUP

Each year the Maxi Yacht Rolex Cup gathers the best in nautical architecture and world famous sailors in Porto Cervo. Now in its 29th edition, large fleets visit the Costa Smeralda each year to participate with 50 yachts enrolled in 2017. Boats are divided into various divisions based on their size and technical characteristics. The event, organised by the Yacht Club Costa Smeralda in collaboration with the International Maxi Association (IMA) and with the support of title sponsor Rolex, is scheduled from 2nd to 8th September and promises a week of spectacular sailing on several race courses alongside a host of exclusive social events ashore.

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) - HETAİROS (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) - HETAİROS (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)



Entries shall be received by the Organizing Authority by **21st July 2018** accompanied by the entry fee and if available the latest picture of the boat.
To be sent by email: secretariat@yccs.it or by fax [+39 0789 91213](tel:+39078991213) 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 INFOS:

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.

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&RM72WC – NAME OF THE BOAT

Ai sensi del D.Lgs. 196/2003, sulla tutela delle persone e di altri soggetti rispetto al trattamento dei dati personali, il trattamento delle informazioni che La riguardano, sarà improntato ai principi di correttezza, liceità e trasparenza e tutelando la Sua riservatezza e i Suoi diritti.

In particolare, gli eventuali dati sensibili forniti possono essere oggetto di trattamento solo con il consenso scritto dell'interessato e previa autorizzazione del Garante per la protezione dei dati personali (articolo 26).

In accordance with D.Lgs. 196/2003 on the protection of persons and subjects with regards to the treatment of personal data, any personal information you supply shall be treated in a correct, lawful and transparent manner in order to protect your privacy and your rights.

In particular, sensitive data may only be treated with your express written permission and with prior authorisation of the Guarantor for the protection of personal data (article 26).

Ai sensi dell'articolo 13 del predetto decreto, Le forniamo quindi le seguenti informazioni.

In accordance with article 13 of the above mentioned decree, we would like to inform you that:

1. I dati personali e sensibili da Lei forniti verranno trattati, nei limiti dell'Autorizzazione generale del Garante, per le seguenti finalità:
 - a. per lo svolgimento dell'attività produttiva, contabile – amministrativa dell'azienda;
 - b. per essere comunicati alla pubblica autorità eventualmente richiedente, a banche, istituti di credito, società di elaborazioni dati e società di emissione carte di credito, per le attività connesse alla esecuzione del contratto ed alla riscossione del credito; n.b. presso la sede del Titolare del Trattamento è disponibile l'elenco dei Soggetti a cui si comunicano i dati acquisiti.
 - c. Per la comunicazione di offerte speciali, eventi e manifestazioni legate alle attività della scrivente.

- 1 The sensitive data provided will be used, within the limits of the general Authorisation of the Guarantor, for the following ends:
 - a. to carry out the company's operational, accounting-administrative activities;
 - b. to be disclosed on request to public authorities, banks, credit institutes, data processing agencies and credit card issuing companies for activities related to execution of contracts and credit collection; n.b. the list of authorities/companies to which the data is disclosed is available at the headquarters of the data controller;
 - c. in order to communicate special offers and events relating to the association's activities.

2. Il trattamento sarà effettuato con le seguenti modalità: **manuale e informatizzato**.

2. Treatment will be carried out using the following methods: **manual and computerized**.

3. Il conferimento dei dati è obbligatorio per i punti a) b) e l'eventuale rifiuto a fornire tali dati potrebbe comportare la mancata o parziale esecuzione del contratto o la mancata prosecuzione del rapporto.

3. Provision of data is obligatory for clauses a), b) and c) and refusal to provide such data may result in the contract being executed partially or not at all or in the discontinuation of the service.

4. I dati potranno essere comunicati a soggetti che in forza di contratto con la scrivente forniscono servizi di elaborazioni dati, consulenza contabile, fiscale, legale e del lavoro inerenti o connessi all'attività svolta dalla nostra ditta.

4. The data may be disclosed to subjects which provide data processing, accounting, tax, legal or personnel consultancy services or other activities connected to the business carried out by our company.

5. Il titolare del trattamento è: **Yacht Club Costa Smeralda Associazione Sportiva Dilettantistica (YCCS) – c/o Edificio Yacht Club - Porto Cervo Marina 07021 Porto Cervo**

5. The data controller is: **Yacht Club Costa Smeralda Associazione Sportiva Dilettantistica (YCCS) – c/o Edificio Yacht Club - Porto Cervo Marina 07021 Porto Cervo**

6. Il responsabile del trattamento è il **C.te Edoardo Recchi (Tel. +39 0789 902200 - E-mail: secretariat@yccs.it)**

6. The person in charge of data treatment is: **Mr. Edoardo Recchi (Tel. +39 0789 902200 - E-mail: secretariat@yccs.it)**

7. In ogni momento potrà esercitare i Suoi diritti nei confronti del titolare del trattamento, ai sensi dell'articolo 7 del D.lgs.196/2003, che per Sua comodità riproduciamo integralmente:

7. It is possible to exercise your right in regards to the data controller at all times, in accordance with article 7 of D.lgs.196/2003, which is reproduced in its entirety herewith:

Legislative Decree n.196/2003, Art. 7 – Right if access to personal data and other rights

Decreto Legislativo n.196/2003, Art. 7 - Diritto di accesso ai dati personali ed altri diritti

1. L'interessato ha diritto di ottenere la conferma dell'esistenza o meno di dati personali che lo riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile.

1. The individual concerned has the right to obtain confirmation of the existence of personal data regarding him/her, even if not yet registered, and to receive them in a comprehensible form.

2. L'interessato ha diritto di ottenere l'indicazione:

2. The individual concerned has the right to be informed of:

- a) dell'origine dei dati personali;
- b) delle finalità e modalità del trattamento;
- c) della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici;
- d) degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'articolo 5, comma 2;
- e) dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza in qualità di rappresentante designato nel territorio dello Stato, di responsabili o incaricati.

- a) the origin of the personal data;
- b) the means and purpose of the treatment;
- c) the logic applied in the case of data treated using electronic equipment;
- d) the identity of the data controller, the person in charge and the designated representative in accordance with article 5, comma 2;
- e) subjects or categories of subjects to which the personal data may be transmitted or who may come to know of the data as representatives of the State, as managers or as persons responsible.

3. L'interessato ha diritto di ottenere:

3. The individual concerned has the right to obtain:

- a) l'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati;
- b) 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;
- c) l'attestazione che le operazioni di cui alle lettere a) e b) sono state portate a conoscenza, anche per quanto riguarda il loro contenuto, di coloro ai quali i dati sono stati comunicati o diffusi, eccettuato il caso in cui tale adempimento si rivela impossibile o comporta un impiego di mezzi manifestamente sproporzionato rispetto al diritto tutelato.

- a) updates, corrections or where appropriate, inclusion of data;
- b) cancellation, transformation into an anonymous form or blocking of data held in violation of the law, including data the conservation of which is not necessary in relation to the ends for which such data was collected and successively treated;
- c) certification that the operations outlined in a) and b) have been carried out including content, subjects to whom the data had been transmitted or broadcast, except in the case in which such operations are impossible or involve use of means clearly disproportionate in relation to the rights to be protected

4. L'interessato ha diritto di opporsi, in tutto o in parte:

4. The individual concerned has the right to oppose, fully or partially:

- a) per motivi legittimi al trattamento dei dati personali che lo riguardano, ancorché pertinenti allo scopo della raccolta;
- b) al trattamento di dati personali che lo riguardano a fini di invio di materiale pubblicitario o di vendita diretta o per il compimento di ricerche di mercato o di comunicazione commerciale.

- a) for legitimate reasons, the treatment of personal data relating to him/her, even if pertinent to the intended use;
- b) the treatment of personal data relating to him/her for the purpose of sending advertising material or direct sales or for market research or commercial communications.

<p>Authorization of data treatment - (Art. 23 D.Lgs. 196/03) I the undersigned authorize treatment of my personal data including sensitive data for the purposes A and B</p> <p>Signature _____</p>	<p>Authorization of data treatment - (Art. 23 D.Lgs. 196/03) I the undersigned authorize treatment of my personal data including sensitive data for the purposes A, B and C</p> <p>Signature _____</p>
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