



YACHT CLUB COSTA SMERALDA



NOTICE OF RACE
PORTO CERVO, 6th - 10th JUNE 2023

GIORGIO ARMANI SUPERYACHT REGATTA



Federazione Italiana Vela



GIORGIO ARMANI SUPERYACHT REGATTA

Porto Cervo, 6 – 10 June 2023


NOTICE OF RACE

Organising Authority (OA) & Venue

The Giorgio Armani Superyacht Regatta is organised, under the authority of the Italian Sailing Federation, from 6 to 10 June by the Yacht Club Costa Smeralda with the support of the Superyacht Racing Association.

The event includes the 17th edition of the Southern Wind Rendezvous and Trophy (see paragraph 3.2).

The venue for the event is the Yacht Club Costa Smeralda, Porto Cervo (Sardinia).

 Yacht Club Costa Smeralda

07021 Porto Cervo (SS) - Sardinia - Italy

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

The notation '[DP]' in a rule in the NoR means that the penalty for a breach of that rule may, at the discretion of the protest committee, be less than disqualification.

1. The Rules

1.1 The regatta will be governed by:

(a) The rules as defined in the Racing Rules of Sailing (RRS) and Appendix SY (Annex B);

(b) The ORC Superyacht Rule for monohulls and the ORC Multihull Rule for multihulls;

(c) The World Sailing Offshore Special Regulations Category 4;

(d) The Sailing Instructions including the Exhibits and the Appendices. In the event of a discrepancy between the Notice of Race and the Sailing Instructions, the Sailing Instructions take precedence. This changes RRS 63.7;

(e) The organising authority (OA) reserves the right to amend this Notice of Race in accordance with RRS 89.2(b). Any amendments prior to 6 June will be sent to owners whose entries have been accepted and posted on the Official Notice Board on the YCCS website www.yccs.com. During the regatta, amendments to this Notice of Race will be posted on the online Official Notice Board, on the YCCS website, and sent to each yacht via e-mail and/or WhatsApp to the contacts provided on the Entry Form. Each boat shall have at least two devices connected to the internet with WhatsApp installed.

1.2 No national authority prescription will apply except that Italian crews shall be FIV members and have a valid medical certificate and Italian boats shall have valid FIV authorization to display advertising (if applicable). Foreign competitors must comply with the rules of their national authority.

1.3 English is the official language of the event. If there is a conflict between languages the English text will take precedence.

1.4 The Registration Nationality of a yacht is indicated by the owner of the boat as set out in the entry form ("Racing for" section).

1.5 The OA takes a proactive stance on safe racing, prudent seamanship and good sportsmanship. Safe racing is the responsibility of everyone involved in superyacht regattas. The superyacht safety protocol within this Notice of Race and the Sailing Instructions stresses the concept that the priority is on safety and prudent seamanship, not competitive advantage.

1.6 The yachts' racing tacticians and RRS Afterguard Members are expected to meet immediately following the racing to discuss and resolve any minor issues pertaining to competitive advantage, safety or sportsmanship.

1.7 Under World Sailing Test Rule DR21-01, the definition *Start* is changed as follows:

Start A boat *starts* when her hull having been entirely on the pre-start side of the starting line, and having complied with rule 30.1 if it applies, any part of her hull crosses the starting line from the pre-start side to the course side either

(a) at or after her starting signal, or

(b) during the last three minutes before her starting signal.

When a boat *starts* in accordance with item (b) of the definition *Start*, she shall not return to the prestart side of the starting line and she shall be penalized by five minutes in addition to the amount of time she was on the course side of the starting line before her starting signal, added to her elapsed time without a hearing. Rule 29.1 will not apply and rule A5.1 is changed.

1.8 [DP] 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.

2. Advertising

2.1 Advertising shall be displayed in accordance with Regulation 20 – World Sailing Advertising Code and, for **Italian yachts only**, the "*Normativa 2023 per l'esposizione della pubblicità nelle manifestazioni veliche in Italia*". Non-Italian yachts shall comply with their national authority advertising rules.

2.2 [DP] Yachts will be required to display the event advertising and 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 and the event battle-flag on the forestay throughout the same period, but only while moored.

2.3 The OA will supply the pennants and flags at registration.

2.4 The OA may also require the installation, at no cost to competitors, of onboard video cameras for the official television production and/or a tracking system.

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

2.6 [DP] Yachts are responsible for informing advertisers and sponsors that no activities advertising any brand will be permitted ashore within the Porto Cervo Marina Area without written consent of the OA obtained before the start of the Regatta.

2.7 In the event that a YCCS member wishes to use the club burgee and/or regatta logos that include the YCCS burgee for crew uniform and/or other purposes during a regatta, a request should be sent via email to the Secretary General, who will indicate the correct use of the logos that are the property of the YCCS. Only YCCS members shall be authorized to use YCCS logos.

3. Eligibility

3.1 The regatta is open to the following yachts: Monohull sailing yachts with LOA of 90 feet or above with a current ORC Superyacht (ORCSy) handicap certificate, and Multihull sailing yachts with a LOA of 50 feet or above with a current ORC Multihull (ORCmh) handicap certificate.

3.2 The regatta will feature the Southern Wind Rendezvous and Trophy 2023. Southern Wind yachts can either race in the Giorgio Armani Superyacht Regatta or enjoy the Rendezvous formula (see Annex E).

3.3 Competitors must be at least 12 years old on the first race of the event; crew members between 12 and 18 years old shall deliver at registration a disclaimer signed by a parent or guardian (the Parent Guardian Declaration form will be available on the YCCS website).

3.4 Competitors and boats representing or being from Russia or Belarus are not eligible to participate in this regatta.

4. Divisions, Classes & Racing Format

4.1 The OA will, at its sole discretion, divide the fleet into divisions and classes based on size, performance characteristics, speed potential and composition of the fleet. A notice with the preliminary breaks will be posted on the YCCS website by 3 June.

4.2 Depending on fleet composition, it is the intent of the OA to have Monohulls, Multihulls and Southern Wind Rendezvous yachts grouped into separate Divisions, which may be further divided into classes. The Monohull Division will offer Superyacht Cruising Classes and a Performance Class. See SYRA [Definition](#) for the eligibility criteria for cruising classes.

4.3 At the OA's discretion, divisions and classes may sail different courses on any given day based on the speed potential and sailing characteristics of the yachts.

4.4 Racing Format: It is the intent of the race committee to feature the staggered start racing format for the cruising classes in the Monohull Division. It is the intent of the race committee to feature a conventional fleet start for the Multihull, Southern Wind Rendezvous Division and the Performance Class .

5. Entries and Cancellation

5.1 Entries shall be made by completing the attached Official Entry Form (Annex A) and shall be received by the YCCS Race Office by 1 May together with an entry fee as follows:

- YCCS Members - €6000 - Non-Members of YCCS - €6500. **A reduced entry fee with a 30% discount is available for boats whose entries are received by 31 March.**

5.2 For non-members of the Superyacht Racing Association (SYRA) there is a fee of €1100* in addition to the entry fee. *All SYRA sanctioned superyacht regattas in the 2023 season require non-SYRA members to contribute to the SYRA which is committed to improve the safety of superyacht racing and enhancing fair superyacht handicapping. For additional information about the SYRA and details on annual membership, visit www.superyra.org .

5.3 The entry fee may be paid by credit card or by bank transfer as stated in detail on the entry form.

5.4 At the absolute discretion of the OA, late entries may be accepted after 1 May.

5.5 Entries that cancel between 6 April and 1 May will be refunded 50% of any entry fee paid.

5.6 Entries that cancel after 1 May will not be refunded.

5.7 The OA reserves the right to cancel the regatta completely by written notification to each yacht via e-mail to the e-mail addresses provided on the Entry Form. In the event of cancellation of the regatta:

- 5.7.1 Each yacht's entry fee that has been received by the OA will be refunded fully to the yacht;
- 5.7.2 This Agreement in respect of this regatta will be terminated forthwith; and

- 5.7.3 Each yacht, owner and captain hereby expressly agree that no claim of any nature whatsoever against the organising authority will be permitted or entertained and each yacht, owner and captain hereby expressly undertake to indemnify the OA in respect of any claim brought by anyone associated with them and/or their yacht and any costs incurred by the OA in relation to such claim.

6. Schedule

6.1 **Tuesday 6 June:** Registration, Inspection and Captains' Briefing. Captains' Briefing will be held at YCCS at 18.00.

6.2 Racing Dates:

Date	Programme	Scheduled First Signal
Wednesday, 7 June	Racing	12.00
Thursday, 8 June	Racing	12.00
Friday, 9 June	Racing	12.00
Saturday, 10 June	Racing	12.00

6.3 Prize Giving, Saturday 10 June at 17.30 at the YCCS Piazza Azzurra

6.4 The organizing authority and the race committee reserve the right to modify the programme based on weather conditions and other unforeseen circumstances.

6.5 Four coastal races are scheduled of which two must be completed to constitute a series.

7. Handicap Certificates & Measurement

7.1 A valid ORCSy (for monohull entries) or ORCmh (for multihull division entries) certificate is required from all competitors. Certificates will be issued to the yacht by the rule authority, the Offshore Racing Congress (www.orc.org). To apply for a certificate and for additional information on the ORC Superyacht Rule (ORCSy) contact the ORC office at: sy@orc.org. In the case of Multihulls, contact the ORC office at: mh@orc.org. The handicap application and fee must be received by the ORC no later than 26 April.

7.2 All measurements required shall be submitted as part of the application process for an ORCSy or ORCmh certificate. The ORC will accept declared data when measurement data is not available. The ORC, at its discretion, may implement hull data from design offices and sail data from sailmakers.

7.3 Handicap certificates are due to the OA no later than 6 June. A list of the handicaps of the yachts will be posted on the online Official Notice Board on the YCCS website www.yccs.com by 3 June.

7.4 The deadline for providing the yacht's configuration to the ORC is two weeks prior to the first scheduled race of the series. Yacht configuration includes sails declared for the regatta. Except in the case of rating office error or (at the discretion of the ORC Rule Authority) other errors which change the values, no changes to yacht configuration will be accepted. In exceptional circumstances, and only at the discretion of OA, the deadline can be extended.

7.5 Yachts shall be available for inspection not later than 11.00 on 6 June. For yachts already in Porto Cervo, inspections may be carried out on 5 June. Yachts may be inspected and/or check measured at any reasonable time before or during the regatta and will be performed only by measurers approved by the OA.

7.6 Rating certificates are not required for the yachts participating in the Southern Wind Rendezvous formula.

8. Registration

8.1 The official forms (entry form, crew list etc...) will be provided by the OA and published on the YCCS website www.yccs.com.

8.2 At final registration on 6 June the following documents shall be on file with the OA:

- (a) 2023 ORCSy or ORCmh certificate (provided directly by ORC);
- (b) Acceptance of the Notice of Race, photography & TV rights and third part liability (as set out in the Entry Form);
- (c) **For Italian Competitors/Crews Only:**
 - FIV cards with medical certification (foreign competitors must comply with the rules of their national authority);
 - FIV authorization to display advertising on yachts (only and if present);
- (d) RRS Afterguard Member Compliance Form (Annex D);
- (e) Parent Guardian Declaration form (if applicable – see Paragraph 3.3).

8.3 Without the written approval of the race committee whose discretion shall be full and unfettered:

- (i) yachts not complying with the requirements of NoR 8.2 are not eligible for the event;
- (ii) the value of ORC certificates issued by 6 June shall not be modified except as approved by the OA. Yachts shall not be entitled to redress in respect of a decision of the protest committee under this paragraph (Changes RRS 62.1).

9. Sailing Instructions

9.1 The Sailing Instructions will be available on the YCCS website www.yccs.com by 5 June.

9.2 As part of its environmental initiatives, YCCS has decided not to issue paper copies.

10. Racing Area & Courses

10.1 The racing area will be in Northeastern Sardinian waters.

10.2 The courses to be sailed will be coastal courses along the coast and among the islands in the vicinity of Porto Cervo.

11. Scoring

The Low Point System Appendix A shall apply except that there will be no discard.

12. Moorings and Diving

12.1 The entry fee includes mooring fees from 10.00 on 6 June to 10.00 on 11 June at Porto Cervo Marina or Port East, provided that the entry is completed by the closing date for entries.

12.2 Moorings may not be available for late entries.

12.3 The cost of electricity, water, tenders or additional periods of time 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), if available, 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.

12.4 To reserve moorings prior and after the dates indicated in NoR 12.1 and for tenders, please send your mooring requirement to e.pileri@marinadiportocervo.com c/c info@marinadiportocervo.com / secretariat@yccs.it. For further information about the marina services and the price list please visit the Marina Porto Cervo web site: www.marinadiportocervo.it.

12.5 Local regulations require that all yachts 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. When moored, it is mandatory for all participants to visit the Harbourmaster's Office to finalize their registration. Participants should consult the Harbour Safety Regulation at the following link: www.marinadiportocervo.com/regolamento/.

12.6 [DP] Independent swimming/diving inside the harbour is forbidden. Only the Harbourmaster's divers are authorised to swim/dive inside the harbour and they can be booked on VHF Channel 9 or by email to: e.pileri@marinadiportocervo.com c/c info@marinadiportocervo.com. and when at their regatta berths and after permission by the Marina Office, may get their bottom cleaned by the Harbourmaster's divers.

12.7 All competitors are required by the Harbour Safety Regulations to keep the marina docks in order and provide appropriate space for others moored on the same dock. Sails and dock boxes shall be kept in the immediate vicinity of the assigned mooring place. The Harbourmaster and the Coast Guard will monitor the docks to ensure compliance.

12.8 It is reminded that infractions to the above-mentioned safety rules or inappropriate behaviours reported by the Harbourmaster or the Coast Guard to the OA may lead to discretionary penalties by the Jury or the exclusion from the regatta. Possible breaches of these regulations and requirements are not grounds for protests by boats. This changes RRS 60.1(a).

12.9 [DP] Sailing inside the harbour is forbidden.

13. Communications and Electronic Aids

13.1 [DP] Yachts shall be equipped with a Marine VHF transceiver operating on VHF 8, 9, 16 and 72.

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

13.3 Yacht to yacht communication is allowed and encouraged to allow safe racing and navigation during the regatta. A dedicated VHF channel will be used for this purpose.

13.4 [DP] Yachts equipped with Automatic Identification System (AIS) are required to operate their AIS system from the time they approach the starting area until departing the finishing area following the race. AIS equipment shall not be removed from the yacht prior to the regatta.

13.5 The online Official Notice Board (ONB) is located at www.yccs.it. Communication with competitors will be via the online ONB and/or e-mails and/or WhatsApp. Additionally, the race committee will make courtesy broadcasts to competitors on VHF.

14. Competitors drones

14.1 [DP] Teams or their representatives shall not fly drones over the Giorgio Armani Superyacht Regatta shore base or over the race area during training or racing days without complying with local laws and in any case unless prior written approval by the OA has been obtained.

14.2 The approval, granted at sole discretion of the OA, may impose similar limitations as applicable to support boats (further details will be provided in the Sailing Instructions).

14.3 The risk and responsibility for flying any drone is with the person flying the drone at all times and images made inside the race area shall be shared with the OA, race committee or protest committee at their reasonable request.

15. Designated RRS Afterguard Member Compliance

15.1 Each yacht shall designate one member of the afterguard who is currently active with and has a thorough understanding of The Racing Rules of Sailing (RRS) and submit the completed Compliance Form (Annex D) **no later than 6 May** with information on the designated RRS Afterguard Member.

15.2 If the RRS Afterguard Member submitted a form at a previous regatta and the name is listed on the SYRA website <https://superyra.org/after-guard/>, then the yacht is not required to resubmit the form. The OA can assist entrants in the 'Corinthian Spirit Class' to find an experienced RRS Afterguard Member.

15.3 The OA will review all compliance forms **prior to 12 May** and communicate any concerns or issues to the Captain.

15.4 The RRS Afterguard Member may be the yacht's helmsman, navigator, racing tactician or communications crew member (who monitors the VHF safety channel) if they meet the stated criteria. This individual's role is to interact closely with the other

members of the afterguard. Captains should not be the designated RRS Afterguard Member due to the specific RRS related criteria that this position requires and the fact that the overall safety of the yacht is their responsibility.

15.5 The Captain shall designate a Communications Officer who shall monitor and communicate on the VHF safety channel. It is recommended that this individual have experience with radio protocol and experience with and an understanding of the RRS and Appendix SY.

15.6 The Captain shall determine what crew position the RRS Afterguard Member assumes (tactician, helmsman, navigator, strategist, etc.). The designated RRS Afterguard Member may assume the position of Communications Officer.

15.7 The RRS Afterguard Member shall attend all pre-race briefings and shall be responsible for ensuring the Daily Declaration Form is returned to the race office by email (editable form will be available on the YCCS website) as soon as practicable following racing each day, but no later than two hours after finishing.

16. Protest Committee

Protests will be heard by an International Protest Committee.

17. Trophies and Prizes

17.1 Giorgio Armani series trophies for 1st, 2nd and 3rd place in each class will be awarded.

17.2 Yachts eligible for the Silver Jubilee Cup will be those yachts racing in Superyacht Cruising Classes.

17.3 Trophies for the Southern Wind Rendezvous and Trophy.

17.4 The YCCS Trophy will be presented to the highest placed YCCS Member.

17.5 Additional trophies may be awarded at the discretion of the OA.

18. Disclaimer, Media Rights, Insurance & Indemnity

As stated in detail on the entry form (Annex A).

19. Social Events

The final social programme will be available at www.yccs.com, by 25 May; the preliminary social program for the event is as follows:

Tuesday 6 June:	Welcome Cocktail
Wednesday, 7 June	Giorgio Armani Owners Dinner
Friday, 9 June	Farewell Party
Saturday, 10 June	Prize giving

For general enquiries on the social program and guest lists contact: YCCS Events t. +39 0789 902200 | @. events@yccs.it

20. YCCS Press office

20.1 Media representatives and Boat Press representatives wishing to cover the event are requested to complete the YCCS accreditation form: [CLICK HERE](#) and to contact the YCCS Press Office t. +39 0789 902200 | @. pressoffice@yccs.it

20.2 Media Drone: Accredited media using the press boat made available by the OA to follow the event, are not authorised to fly drones on the regatta course.

20.3 Accredited media using their own vessel (or vessel's they have chartered) to follow the regatta shall inform the YCCS Press Office of any use of drones. Any drones used on the regatta course shall be provided with the relevant authorisations from the competent authority (ENAC).

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

21. YCCS Race Office

For all racing enquiries:

t. +39 0789 902200 | @. secretariat@yccs.it or please check the event website: www.yccs.com

ANNEXES (also posted on the YCCS Website):

Annex A: Entry Form & Disclaimer Document

Annex B: RRS Appendix SY

Annex C: 90'-99' Foot Cruising Class Overview

Annex D: Designated RRS Afterguard Member

Annex E: Southern Wind Rendezvous Criteria

It is part of our mission to raise awareness among regatta participants on the urgent environmental issues affecting the oceans.

We are pleased to inform you that the regatta is organised following the principles of the Charta Smeralda, an ethical code established by the One Ocean Foundation - <http://www.1ocean.org>.



GIORGIO ARMANI SUPERYACHT REGATTA

Porto Cervo, from 6th to 10th June 2023

Notice of Race – Annex A - ENTRY FORM

Entries shall be received by e-mail at secretariat@yccs.it **not later than 1st May 2023** accompanied by the entry fee.

MEMBERS' OF: YCCS (<input type="checkbox"/>) SYRA (<input type="checkbox"/>)		- For SWS Yachts: Racing (<input type="checkbox"/>)		or	SWS Rendezvous (<input type="checkbox"/>)
Boat Name			Sail N. <i>(letter & number)</i>		
LOA	Beam	Minimum Draft <i>(for mooring)</i>	Year	Hull colour	
Model		Designer	Builder		
Boat E.T.A.	Racing Crew n.:	Boat Advertising (if any)			

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

*Owner / Charterer / Borrower

(for web-site entry list):

Racing for, Country:	Racing for, Yacht Club:
Owner mobile <i>(to join WhatsApp group): +</i>	Owner e-mail:

The owner/charterer wishes to be named in: **- PRESS RELEASE:** YES NO **- called on the stage at the AWARDS CEREMONY:** YES NO

Owner's Name *(*if different):*

Boat Captain	@	mobile: +
Helmsman	@	Country
Tactician	@	Country
Press Representative (if any), @:	Complete the YCCS accreditation form: CLICK HERE	

Other e-mail

(to receive O.A. communications): 1)

2)

WhatsApp Group

(a maximum of 2 numbers per boat): 1) +

2) +

SUPPORT BOAT (if any): **NO** () **YES** () if any, for mooring place refer to paragraph ___ of the NoR. **A support boat flag MUST be collected at the YCCS Race Office**

COMPETITORS DRONE (if any): **NO** () **YES** () If any, for the authorization please contact YCCS Press Office pressoffice@yccs.it

ENTRY FEE PAYMENT:
A 30% discount for entries received by 31 March.

- YCCS Members: € 6.000;

- Non-Members of YCCS: € 6.500;

+1.100 € only for NON SYRA Members

- YCCS Members: € 4.200;

- Non-Members of YCCS: € 4.550;

+1.100 € only for NON SYRA Members

() **BY WIRE TRANSFER**, specify as object: **GASR 23 + 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

() **BY CREDIT CARD**, pay by link method:

VISA ()

MASTERCARD ()

AMEX ()

Email address where to send the link of payment: **(clear & legible)**

1. Disclaimer: Competitors agree to be bound by the World Sailing Racing Rules of Sailing (RRS) 2021/2024, by the Sailing Instructions and the Notice of Race. Competitors agree to take any and all responsibility for the nautical qualities of their boat, 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 Yacht Club Costa Smeralda and all persons or sponsors involved in the organization under whatever qualification and to accept full responsibility for the behaviour and dress of the boat's crew, representatives and guests. Competitors are reminded of RRS 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 Yacht Club Costa Smeralda, the Sponsors and their agents, the Race Officials which shall include everyone involved in the management of the racing, the Race Officer, the International Jury and their assistants 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. Media rights:** Each entrant accepts and agrees, for and on behalf of the participating yacht, the captain, the crew and all guests on the yacht at any time during the event YCCS and their respective nominees or licensees (including, without limitation, appointed broadcasters and other media) may film and photograph each of them and use footage and photographs as well as their name, image, likeness and voice in any and all media to be published or broadcast in any media whatsoever, for editorial, promotional and/or commercial purposes in perpetuity on a royalty-free basis; provided always that the yacht owner's name and any biographical material regarding the owner shall not be published without obtaining permission from the yacht owner (and if permission is not granted, the owner shall be referred to as "the owner of [yacht name]"). **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 & 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:



GIORGIO ARMANI
SUPERYACHT REGATTA

Porto Cervo, from 6th to 10th June 2023
Annex A: Entry Form

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:

- 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;
- 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 venire a conoscenza; C) ottenere: l'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati; la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, compresi quelli di cui non è necessaria la conservazione in relazione agli scopi per i quali i dati sono stati raccolti o successivamente trattati; D) opporsi, in tutto o in parte: per motivi legittimi al trattamento dei dati personali che la riguardano, ancorché pertinenti allo scopo della raccolta; al trattamento di dati personali che la riguardano a fini di comunicazioni commerciali. Ove applicabili, ha altresì i diritti di cui agli artt. 16-21 GDPR (Diritto di rettifica, diritto all'oblio, diritto di limitazione di trattamento, diritto alla portabilità dei dati, diritto di opposizione), nonché il diritto di reclamo all'Autorità Garante.

9. Modalità di esercizio dei diritti

Potrà in qualsiasi momento esercitare i diritti inviando:

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

10. Titolare, responsabile e incaricati

Il Titolare del trattamento è Yacht Club Costa Smeralda.

L'elenco aggiornato dei responsabili e degli incaricati al trattamento è custodito presso la sede del Titolare del trattamento.

Privacy Policy pursuant to art. 13, Law Decree 196/2003 and art 13 GDPR 679/16

Yacht Club Costa Smeralda - Amateur Sporting Association (YCCS) in its capacity as data controller, hereby informs you pursuant to art. 13 Law Decree 30.6.2003 no. 196 and art. 13 EU regulation no. 016/679 that your data will be processed in the following manner and for the following purposes:

1. Subject of processing

The Controller shall process your personal data (in particular name, surname, country of residence, telephone number, details of the boat you represent) required for enrolment in the regatta.

2. Purpose of processing

Your personal data are processed for the following purposes:

Participation in regattas; to fulfil contractual and fiscal obligations arising out of relations with you; to fulfil the obligations required by law.

3. Processing method

Your personal data is processed by means of the operations indicated in art. 4 Privacy Code and art. 4 no. 2) GDPR, namely: collection, recording, organisation, storage, consultation, elaboration, modification, selection, extraction, comparison, usage, interconnection, blocking, deletion and destruction of data. Your personal data are processed both in print and electronically and/or by automated means.

The Controller will treat personal information for as long as necessary to fulfil the above purposes and for no longer than 10 years from the termination of the relationship for the purposes of the service.

4. Access to data

Your data may be made available for the purposes specified in clause 2):

to employees and associates of the Controller or subsidiary or affiliated companies, and to the FIV (Italian Sailing Federation) for the execution of operations necessary for compliance with procedures relating to regatta activities.

5. Communication of data

The Controller may communicate your data exclusively for the purposes of art. 2 to supervisory bodies, the judiciary and all other persons to whom communication is required by law to carry out the purposes mentioned. Your data will not be disclosed.

6. Data transfer

Management and storage of personal data will take place on servers located in the European Union by the Controller and/or third party companies appointed and nominated. The servers are currently located in Porto Cervo. The data will not be transferred outside the European Union. It is understood that the Controller, if necessary, shall have the right to move the location of the servers to Italy and/or the European Union and/or non-EU countries. In this case, the Controller hereby ensures that the transfer of data outside of the EU will be in accordance with the provisions of the applicable law by obtaining, if necessary, agreements that ensure an adequate level of protection and/or adopting the standard contractual clauses of the European Commission.

7. Provision of data and consequences of refusal

The provision of data for the purposes of art. 2 is obligatory. Failure to provide data may result in inability to enrol in the regatta and to execute the service.

8. Data subject's rights

As a data subject you have the rights specified in art. 7 Privacy Code and art. 15 GDPR and specifically the right to:

- 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;
- 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;
- 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;
- contest, fully or partially: for legitimate reasons, the processing of personal data, even if pertinent for the purposes of collection; the processing of personal data for the purposes of commercial communication. Where applicable you also have the rights specified in articles 16 – 21 GDPR (Right to correction, destruction, limitation of processing, right to data portability, right to object), as well as the right to lodge a complaint with the Supervising Authority.

9. Exercising your rights

You may at any time exercise your rights by sending a registered letter to YCCS - Loc. Porto Cervo Marina - Yacht Club Building - 07021 - Porto Cervo (OT Italy), Tel. +39 0789 902200, or by e-mail at: privacy@yccs.it

10. Controller, processor and operators

The data controller is Yacht Club Costa Smeralda.

An updated list of data processors and persons in charge of treatment is kept at the headquarters of the data controller.



GIORGIO ARMANI
SUPERYACHT REGATTA



Porto Cervo, 6 – 10 June 2023

Notice of Race - Annex B – page 1/2
**APPENDIX SY SUPERYACHT
RACING RULES**

When stated in the notice of race and the sailing instructions, races shall be sailed under The 2021-2024 Racing Rules of Sailing as changed by this appendix.

Version 4.0, January 2021.

SY1 TERMINOLOGY

'Superyacht' means a boat with a hull length greater than 30.5 metres. 'Superyacht class' means a racing fleet in which a majority of the fleet are superyachts.

SY2 Changes to the Definitions and the Rules of Part 1 and Part 2

SY2.1 The definition *Keep Clear* is changed to:

Keep Clear A boat *keeps clear* of a right-of-way boat if the right-of-way boat can sail her course with no need to take avoiding action and with no less than 40 metres between the boats.

SY2.2 The definition *Mark* is changed to:

Mark An object or *waypoint* the sailing instructions require a boat to leave on a specified side, a race committee vessel surrounded by navigable water from which the starting or finishing line extends, and an object intentionally attached to the object or vessel. However, an anchor line is not part of the *mark*.

SY2.3 The definition *Mark-Room* is changed to:

Mark-Room *Room* for a boat to leave a *mark* on the required side with no less than 40 metres between the boats. Also,

(a) *room* to sail to the *mark* when her *proper course* is to sail close to it, and

(b) *room* to round or pass the *mark* as necessary to *sail the course* without touching the *mark*.

SY2.4 Add new definition *Overtaking*:

Overtaking A boat is *overtaking* when she is approaching a boat from *clear astern*. She remains the *overtaking* boat until she is *clear ahead*. The other boat is the boat being *overtaken*.

SY2.5 The definition *Room* is changed to:

Room The space a boat needs in the existing conditions, including space to comply with her obligations under the rules of Part 2 and rule 31, while manoeuvring promptly in a seamanlike way, with no less than 40 metres between the boats.

SY2.6 Add new definition *Waypoint*:

Waypoint A geographic position on the surface of the water defined by WGS 84 latitude and longitude coordinates expressed in degrees decimal minutes (DDM).

SY2.7 The definition *Zone* is changed to:

Zone The area around a *mark* within a distance of 300 metres of it. A boat is in the *zone* when any part of her hull is in the *zone*.

SY2.8 Add new rule 1.3:

1.3 Communication

At all times while in the racing area, a boat shall

- (a) monitor the safety channel specified in the sailing instructions,
- (b) respond promptly to a hail from another boat, and
- (c) communicate with other boats on matters of safety.

SY2.9 Rule 17 is changed to:

17 ON THE SAME TACK; PROPER COURSE

17.1 A *leeward* boat shall not sail above her *proper course* while she is within 80 metres of the *windward* boat.

17.2 When boats on the same *tack* are within 80 metres of each other, a boat being *overtaken* shall sail her *proper course* until the *overtaking* boat becomes *overlapped* with her.

17.3 If there is reasonable doubt that a boat is *overtaking* another boat, it shall be presumed that she is.

SY3 Changes to the Rules of Part 4 and Part 5

SY3.1 Rule 42.3(g) is changed to:

(g) Any means of propulsion may be used to help a person or another vessel in danger, or as required to comply with rule 14, Avoiding Contact.

SY3.2 Add new rule 60.6:

60.6 When the race committee or protest committee learns, from any source, of an incident involving boats sailing within 40 metres of each other or not responding to a radio hail, it may *protest* any boat involved. The limitations on the source of information in rules 60.2(a) and 60.3(a) do not apply.

Note: Approved as an appendix to be placed on the World Sailing website for development of this discipline. The appendix may be amended with the approval of the World Sailing Racing Rules Committee.



Notice of Race – Annex C
90'-99' FOOT CRUISING CLASS – OVERVIEW AND RULES

Background

To be as inclusive as possible without negatively impacting participating superyachts, the organizer is pleased to offer a 90'-99' class for cruising oriented sloops that meet the dual eligibility criteria of length and handicap. This criteria will help avoid classes with excessively wide rating bands and yachts with disparate sailing characteristics from competing against one another. Given some of the inherent tactical and boat handling advantages of smaller, more nimble yachts, it will also eliminate the competitive disadvantage to large cruising superyachts when they race in the same class.

Racing

- There are four coastal races scheduled;
- Safe racing has been and will continue to be a top priority of the organizers. The RRS Appendix SY will be invoked
- It is the intent of the race committee to use the staggered start racing format for the 90'-99' Cruising Class;
- Divisions and classes may sail different courses;
- Series trophies will be awarded to the top three finishers in class.

Eligibility Criteria & Class Specific Rules

- Sloop rigs only;
- There will be LOA and rating band ranges, which will be refined going forward:
 - Preliminary LOA range 27,43m – 30,18m (approximately 90'-99' feet)
 - Preliminary rating band: ORCSy 335-440 (moderate wind range);
- A valid ORCSy rating certificate is required;
- Minimum of 4 entries required.

Note: The rating band is based on 2022 ORC SY VPP and may be updated when the 2023 ORC SY VPP becomes available

Handicapping Policy and Procedures

- The rating rule is the ORCSy: orc.org/isuperyacht. This transparent superyacht rating rule has been used at all
- superyacht regattas since 2015 with great success;
- 90'-99' Cruising Class entries must submit their rating application in accordance with the NoR guidelines;
- The ORCSy scoring option will be Time-on-Distance with the wind range declared prior to the first yacht in class finishing.

For additional information on the "90'-99' Foot Cruising Class" please contact:

YCCS Race Office: +39 0789 902200 | @. secretariat@yccs.it or check the event website: www.yccs.com



GIORGIO ARMANI
SUPERYACHT REGATTA

Porto Cervo, 6 – 10 June 2023

Notice of Race – Annex D

RRS Afterguard Member and Communication Officer
COMPLIANCE AND INFORMATION FORM (submit no later than 6 May)

Please refer to the Notice of Race (Paragraph 15) for details on the RRS Afterguard Member. *Note that this form is not required if your RRS Afterguard member previously submitted a form and it is posted on the SYRA website superyra.org/after-guard .* Answer all questions and provide additional relevant information if required via email to secretariat@yccs.it CC jeanne@superyra.org. A sailing resume is encouraged. This form will be reviewed by the Organizing Authority (OA) and retained by the OA and the Superyacht Racing Association (SYRA).

Yacht Name: _____ Captain: _____

Communication Officer: _____

Email Address: _____ Mobile Phone: _____

Designated RRS Afterguard Member: _____

Email Address: _____ Mobile Phone: _____

Position: Tactician Navigator Helmsman Strategist Other _____

Permanent Crew Member Yes No

Part time Racing Crew Member Yes No

Important Requirements (in bold):

Fully conversant in English: Yes No

Possess a thorough understanding of the RRS: Yes No

Is currently active with the RRS Yes No
(racing in multiple regattas annually as an afterguard member)

Has read and understands the RRS Appendix SY: Yes No

Meets the requirements stated in NOR Para. 15: Yes No

Additional Information:

Afterguard experience using the RRS Appendix SY: Yes No

Racing experience on this particular yacht: Yes No

Include regatta names, years, and crew positions (*text box*):

Other most recent racing experiences in either superyachts *or non-superyachts*. Please include regatta names, dates, boats, and crew positions and provide information that you feel is relevant (*text box*):

List any additional information that is relevant to experience with and knowledge of the Racing Rules of Sailing.
Note: having a Master Captain’s license (e.g. USCG 100T license) is not relevant to the core of this racing requirement.
Text box (can be blank):



GIORGIO ARMANI SUPERYACHT REGATTA

Porto Cervo, 6 – 10 June 2023

Notice of Race Annex E Eligibility Criteria - Southern Wind Rendezvous and Trophy

Background

The Giorgio Armani Superyacht Regatta offers a beautiful venue at the Yacht Club Costa Smeralda, spectacular sailing in and around the Archipelago and unique shore side social events. In recent years, the Southern Wind management team, in conjunction with the Yacht Club Costa Smeralda, has offered a popular sailing event exclusively for Southern Wind yacht owners that has been incorporated into the Giorgio Armani Superyacht Regatta.

The rendezvous offers informal racing and fleet sailing each day to a pre-determined rendezvous location where participating yachts anchor for lunch before sailing or racing back to the club later each afternoon. This on-water format has been embraced by participating Southern Wind yacht owners and the regatta organizer.

Rendezvous Sailing

- There will be four informal coastal races offered from 7 to 10 of June;
- The Southern Wind Rendezvous start will be scheduled prior to the racing classes;
- The Southern Wind Rendezvous will feature a conventional fleet start;
- There will be no requirement for handicap certificates for yachts participating in the Southern Wind Rendezvous;
- Safe sailing has been and will continue to be a top priority of the regatta organizer;
- It is reminded that NoR paragraph 15 (**Designated RRS Afterguard Member Compliance**) applies for the Rendezvous participants.

Eligibility Criteria for the Southern Wind Rendezvous Division

- Participation is open to all Southern Wind yachts;
- A completed Entry Form, Crew List and Entry Fee must be submitted prior to the deadlines established in the Notice of Race;
- Yachts electing to participate in the Rendezvous will adhere to the Racing Rules of Sailing, Appendix SY (Annex B) and the rules and regulations established in the regatta racing documents (Notice of Race, Sailing Instructions and any amendments).
- For Italian /Crews - FIV cards without medical certification (foreign competitors must comply with the rules of their national authority). FIV cards can be issued directly in Porto Cervo by the OA at the cost of 10 € (Italian Fiscal code and ID is required).



For additional information contact: YCCS Race Office: secretariat@yccs.it or check the event website: www.yccs.com

Notice of Race Annex E