



YACHT CLUB COSTA SMERALDA



ROLEX SWAN CUP 2024

**NOTICE OF RACE
PORTO CERVO, 15th - 21st SEPTEMBER**





ROLEX SWAN CUP

Porto Cervo, 15 - 21 September 2024

NOTICE OF RACE

The Rolex Swan Cup will take place in Porto Cervo from 15 to 21 September 2024 and is organized, under the authority of the Italian Sailing Federation, by the Yacht Club Costa Smeralda (YCCS), in collaboration with ClubSwan Racing and sponsored by Rolex.

ORGANISING AUTHORITY & VENUE



Yacht Club Costa Smeralda

07021 Porto Cervo (SS) - Sardinia - Italy

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

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

- 1.1 The regatta will be governed by the rules as defined in *The Racing Rules of Sailing*.
- 1.2 The latest version of IMS Rule and ORC Rating Systems for all Classes except those racing as One Design Classes.
- 1.3 All Italian crews shall be FIV members and have a valid medical certificate. Foreign competitors must comply with the rules of their national authority.
- 1.4 The latest version of World Sailing Offshore Special Regulations (OSR) Category 4.
- 1.5 RRS 48.1 does not apply to water used in a water ballast system that is declared and described in a yacht's measurement certificate. This changes RRS 48.1.
- 1.6 The official language is English. If there is a conflict between languages, the English text will take precedence.
- 1.7 The registration nationality of a boat is indicated by the owner of the boat as set out in the entry form. If not indicated, the sail national letters or the owner's nationality will be used.
- 1.8 In the event of a discrepancy between the notice of race (NoR) and sailing instructions (SI), the Sailing Instructions take

2. SAILING INSTRUCTIONS

The SI will be available to competitors upon final registration and published on the [Official Notice Board](#).

3. COMMUNICATION

- 3.1 The Official Notice Board will be online here: [ONB](#)
- 3.2 [NP] All boats shall be equipped with a Marine VHF transceiver capable of operating on VHF channels 09, 16, 71 and 72.
- 3.3 Communication with competitors will be via the online ONB, e-mails, WhatsApp. Additionally, the race committee will make courtesy broadcasts to competitors on VHF. Each boat shall have at least two devices connected to the internet with WhatsApp installed.
- 3.4 [DP]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 announced at the Skippers' Briefing and published in the sailing instructions. Boats shall maintain a constant watch on the safety channel when sailing in or near the racing area.
- 3.5 [DP] Except for safety reasons or in case of an emergency, while racing a boat shall not make transmissions of any kind (voice, written, image, data, etc.) and shall not receive communication of any kind that is not available to all boats.

4. ADVERTISING, IDENTIFICATION NUMBERS, SAIL LETTERS AND NUMBERS

- 4.1 Advertising shall only be displayed in accordance with World Sailing Regulation 20 (Advertising Code). For Italian boats only the "Normativa 2024 per l'esposizione della pubblicità nelle manifestazioni veliche in Italia" shall apply.
- 4.2 [DP] 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:
 - 4.2.1 Sponsor pennant on the backstay or centre back stanchion and a boom sticker (supplied at registration);
 - 4.2.2 Event battle flag, a sponsor pennant on the forestay throughout the same period while moored (supplied at registration);
 - 4.2.3 An identification number to be displayed clearly on both sides of the hull (supplied at registration);
 - 4.2.4 A class flag on the backstay or centre back stanchion (supplied at registration);

4.2.5 The OA may require the installation, at no cost to competitors, of on board video cameras for the official television production and/or a GPS tracking system.

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

4.4 Boats are responsible for informing advertisers and sponsors that no activities advertising any brand will be permitted ashore within the marina area without written consent from the OA prior to the start of the regatta.

4.5 The regatta logo, the Yacht Club Costa Smeralda burgee and all other associated logos shall not be used by any competitor without the prior written permission of YCCS.

4.6 [NP] [DP] All captains are directed to RRS Appendix G, IDENTIFICATION ON SAILS. Your attention is specifically directed to G1.2 (a) (3) "contrasting color to the body of the sail". Boats national letters and sail numbers must contrast with the sail color. If the letters and numbers do not contrast with the sail color, the boat may be scored DSQ without a hearing. This changes RRS A5.1

5. TECHNICAL COMMITTEE, MEASUREMENT, CONTROL AND RATING

5.1 The Technical Committee will include representatives from the ORC, ClubSwan Racing and Yacht Club Costa Smeralda.

5.2 Measurement checks on boats entered for racing will take place in Porto Cervo Marina on Sunday 15 September between 12.00 and 18.00 and on Monday 16 September between 09.00 and 17.00. Sails may need to be transported ashore to a designated area for measurement check. A list of all competing boat's ratings will be posted on the [ONB](#) as soon as practical before the skippers briefing.

5.3 Competing boats will be checked at random during the event and may be boarded at any time by the Technical Committee.

6. ELIGIBILITY & CLASSES

6.1 The regatta is open to all Nautor' Swan yachts and all such yachts are invited to the regatta.

6.2 All competitors are invited to be ClubSwan Racing members. Contact ClubSwan Racing (secretariatclubswanracing@nautorswan.com) to discover all the benefits you can enjoy through your membership.

6.3 The intent of the OA is to divide the fleet as presented in section 6. There will be an NOR Addendum published after the entry deadline with the final Division and class breaks. It is the intent of the OA to divide the fleet into two groups and four (4) Divisions, that will be further divided into classes, based on final entries. Preliminary class breaks will be published on the event web site.

Group 1:

Division A (Swan Maxi) Boats with LOA from 18.29m and above (not designed by Sparkman and Stephens). Division A will be split into two classes:

- Maxi Class: Maxi boats with LOA of 23,99 metres and above (ORC SY Measured Certificate or ORC SY Declared Certificate)
- Mini Maxi Class: boats with LOA between 18.29 and 23,99 metres (ORCi Certificate).

The Maxi and Mini Maxi classes may be divided into sub-classes.
See Annex 2 for the class split criteria applied.

Division B (Swan S&S) Boats designed by Sparkman & Stephens. ORCi or ORC Club Certificate required. Division B will be split into two classes:

- S&S Classic
- S&S Racing

See Annex 2 for the class split criteria applied.
S&S Classic fleet winner will be awarded with the "Rod Stephens Swan Challenge".

Division C (Swan) Boats of LOA 18.28m and below, (not designed by Sparkman and Stephens). ORCi or ORC Club Certificate required. Division C will be split into two classes:

- Swan Cruiser
- Swan Grand Prix

See Annex 2 for the class split criteria applied.

Group 2:

Division D (Swan One Design) One Design models. The division will be split into six classes:

- ClubSwan 50 Class

A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the ClubSwan 50 entries will race in the Swan OD Grand Prix Class

- Swan 45 Class
A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the Swan 45 entries will race in the Swan OD Grand Prix Class
- ClubSwan 43 Class
A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the ClubSwan 43 entries will race in the Swan OD Grand Prix Class.
- ClubSwan 42 Class
A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the ClubSwan 42 entries will race in the Swan OD Grand Prix Class
- ClubSwan 36 Class
A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the ClubSwan 36 entries will race in the Swan OD Grand Prix Class
- ClubSwan 28 Class
A minimum of 5 boats is required. If fewer than 5 entries are received by the **10 August deadline**, the ClubSwan 28 entries will race in the Swan OD Grand Prix Class
- Swan One Design Grand Prix
A Swan OD Grand Prix Class may be established, this class would be comprised of OD boats that fail to meet the minimum entry requirement. Scoring method and parameters will be provided in a Notice.

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

6.4 The OA, in conjunction with ClubSwan Racing, reserves the right to have more than one class start together. These decisions shall be final and there shall be no claims for request for redress (changing RRS 62).

6.5 The OA, in conjunction with ClubSwan Racing, reserves the right to amend the above division and class designations, and start groupings, based on entries received and/or to merge and/or further split classes at its discretion. The decisions of the OA, after the closing of registration at 17.00 on 16, shall be final and there shall be no claims for request for redress (changing RRS 62).

6.6 The World Sailing Eligibility Code (WS Regulation 19), and the Sailors Categorization Code (WS Regulation 22) shall apply for Swan OD Classes.

6.7 [NP] Crew lists and World Sailing Sailor IDs for all crew, as well as declarations of alternate, substitute and relief helmsmen shall be submitted to the Class Secretariat no later than 30 August.

6.8 Crew lists for Swan OD Classes will be displayed on the Official Notice Board by 20.00 on Monday, September 16.

6.9 The Classification Protest Time Limit for crew lists will be at 10.00 on 17 September.

6.10 The OA will adhere to all current regulations issued by World Sailing that are in effect on the date of the event regarding participants from Russia and Belarus.

7. RACING ENTRIES AND FEES

7.1 Entries shall be submitted on the enclosed Entry Form (Annex 1) which shall be completed and returned not later than 10 August, by e-mail to secretariat@yccs.it

7.2 Entry Fees (mooring fees and ClubSwan Racing activities are included in the entry fee):

7.2.1 For Swans up to 14.00m LOA	1.400,00 €
7.2.2 For Swans of 14.01m to 18.00m LOA	1.800,00 €
7.2.3 For Swans of 18.01m to 24.00m LOA	2.500,00 €
7.2.4 For Swans over 24.01m LOA	3.000,00 €
7.2.5 For ClubSwan 50	3.000,00 €
7.2.6 For Swan 45, ClubSwan 43, ClubSwan 42, ClubSwan 36	2.500,00 €
7.2.7 For ClubSwan 28	1.500,00 €

7.3 The entry fee shall accompany the entry form. The entry fee may be paid by bank transfer or by the “pay link” system as stated on the entry form. If payment is made by bank transfer, a copy of the transfer confirmation is to accompany the entry form.

7.4 The OA reserves the right to accept entries after 10 August, upon payment of an additional late fee (500,00 €) and retains the right to refuse any entries. Confirmation of any entry will be communicated by the OA. No moorings can be assured for late entries.

7.5 Entries that cancel between 31 May and 10 August will be refunded 50% of any entry fee paid.

7.6 There is no refund for entries that cancel after 10 August.

8. NON-RACING ENTRIES

8.1 Swan yachts wishing to participate in the social programme of the Rolex Swan Cup, without racing can do so by specifying in the Entry Form. The same entry process and entry fee shall apply.

8.2 Non-Racing entries will only need to indicate the number of people attending the social activities on the Entry Form.

9. MOORINGS

9.1 Moorings at Porto Cervo Marina are included in the entry fee. The entry fee includes moorings from 12.00 on Sunday 15 September to 12.00 on Sunday 22 September, provided that the completed entry form and fee are received by the YCCS before 10 August.

9.2 The cost of electricity, water charges, tenders and additional time frames are not included in the entry fee and must be paid directly to the marina office. The mooring place for any additional period (before and/or after the event) may be at Porto Cervo Marina or East Dock (Porto Vecchio) and different from the mooring place assigned during the event. Assignment of moorings will be based on availability of moorings and the characteristics of the boats.

9.3 To reserve moorings prior and after the times and dates indicated in section 9.1 and for tenders/support boats, submit the mooring requirement to e.pileri@marinadiportocervo.com c/c info@marinadiportocervo.com / secretariat@yccs.it. For further information about marina services and the price list please visit the Marina Porto Cervo web site: www.marinadiportocervo.it.

9.4 [DP] 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 berthed, 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/

9.5 [DP] 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. The Marina has the right to vary the mooring layout at any time by modifying the assignments of berths for needs related to safety, providing, where necessary, the movement of the boats with its own means and personnel, any agreement in force between the Marina and the User remains unchanged. It is absolutely forbidden to exchange berths between Users unless formally authorized by the Marina.

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

9.7 [DP] Sailing inside the harbour is forbidden.

10. HAULING OUT, HULL CLEANING AND DIVING RESTRICTIONS

10.1 Boats shall not be hauled out during the regatta except with the prior written permission of the OA.

10.2 Independent swimming/diving inside the harbour is forbidden. Only the Harbour master'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. Only boats with a hard, non- polishing or non-ablating and non-biocidal urethane primer or topcoat on the underwater areas of the hull, when at their regatta berths and with permission by the Marina Office, may get their bottom cleaned by the Harbour master's divers.

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

11. COMPETITOR DRONES

11.1 [DP] Teams or their representatives shall not fly drones over the Rolex Swan Cup shore base or over the race area during training or racing days without complying with local legislation and without prior written approval by the OA.

11.2 [DP] The approval granted at the sole discretion of the OA may impose limitations on where and when drones may fly.

11.3 [DP] The risk and responsibility for flying a drone at any time is with the person flying the drone. Images from inside the race area shall be shared with the OA, race committee, jury or competitors at reasonable request.

12. REGISTRATION

12.1 Registration shall be completed with the OA by 17.00 on 16 September and the official entry list will be published on the YCCS web site – www.yccs.com

The following documents will be required at registration:

- (a) Acceptance of the NoR, Disclaimer of Liability, Photography and TV rights consent and third party liability insurance as set out in the Entry Form.
- (b) A declaration accepting the waiver of rights that each boat representative will be required to sign accepting this disclaimer of liability.
- (c) **For Italian competitors/crews/boats only:**
 - FIV cards and a valid medical certification.
 - Valid FIV authorization to display advertising on boat (if present).
- (d) Media Release Consent form signed by the boat representative.
- (e) All racing entries in Group 1 shall have a valid, 2024 ORC certificate (as per section. 6). 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 contact the ORC office at: swan@orc.org .
- All racing entries in Group 2 shall have a valid 2024 One Design certificate. Changes to rating certificates after 16 September will not be permitted unless prescribed and approved by the Technical Committee.
- (f) Foreign competitors, crew, boat must comply with the rules of their national authority.

12.2 [DP] Support boats shall register on the dedicated section of the entry form and collect the identification flag at the race office during final registration. The identification flag shall be displayed throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race of the regatta.

12.3 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).

12.4 Boats not complying with the requirements of NoR 12 are not eligible for the event.

13. REGATTA SCHEDULE

13.1 The Schedule of races will be as follows:

Sunday, 15 Sept.	Inspection, Registration & Measurements	12.00-18.00
Monday, 16 Sept.	Inspection, Registration & Measurements	09.00-17.00
	Practice Race for OD Classes	14.00
	Skippers Briefing	18.00
Tuesday, 17 Sept.	Race (s)	First warning signal 12.00
Wednesday, 18 Sept.	Islands Race for all Classes	First warning signal 12.00
Thursday, 19 Sept.	Race (s)	First warning signal 12.00
Friday, 20 Sept.	Islands Race for all Classes	First warning signal 12.00
Saturday, 21 Sept.	Race (s)	First warning signal 12.00
	Final Prize Giving	17.30

13.2 The OA and/or the race committee reserve the right to modify the programme for weather conditions or any other reason.

13.3 For the ClubSwan 28 Class only, the schedule of races is for three days from Thursday 19 September to Saturday 21. There will be no racing for the ClubSwan 28 class on Tuesday or Wednesday.

14. SCORING

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

14.2 For Divisions A, B, C and for ClubSwan 28 Class, five races are scheduled. One discard will be allowed in calculating the overall results if four races are completed.

14.3 For Division D (except for ClubSwan 28 Class), nine races are scheduled.

One discard will be allowed in calculating the overall results if five or more races are completed.

Any race, including the Island Race(s) will count as one race and can be discarded.

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

14.5 PCS All-Purpose pre-selected course as defined in ORC Rating Systems will be used for Divisions A, B and C. The decision on the scoring method and scoring parameters used will be at the sole discretion of the race committee. The scoring method, scoring parameters and length of course and directions of legs will not be grounds for request for redress by the boat. This changes RRS 60.1(b).

15. PENALTY SYSTEM

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

16. PROTESTS & INTERNATIONAL JURY

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

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

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

16.4 For ClubSwan 50, ClubSwan 42 and ClubSwan 36 classes, Appendix UF applies.

17. RACING AREA & COURSES

17.1 The racing area will be in Northeastern Sardinian waters. The following charts are recommended:

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

17.2 For boats racing in Group 1, the courses will be coastal courses along the coast and among the islands in the vicinity of Porto Cervo. Boats sailing in Group 2 will sail both coastal and also W/L courses.

18. SECURITY & ACCESS

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

18.2 Each boat will be allocated a designated number of wristbands as part of the entry fee based on the crew list submitted for each boat and for the non-racing entries based on the crew number section of the entry form.

19. AMENDMENTS TO THE NOTICE OF RACE

The OA reserves the right to amend the NoR. Any amendments prior to 15 September will be posted on the Online [ONB](#) and emailed to owners whose entries have been accepted. Amendments to the NoR from September 15 and later will be posted on the online [ONB](#).

20. DISCLAIMER OF LIABILITY

20.1 Competitors agree to be bound by the World Sailing RRS 2021/2024, this NoR and the SI. Competitors agree that the sole and inescapable responsibility for the nautical qualities of any boat participating in the Rolex Swan Cup 2024, including her rigging, safety equipment on board and the competence, behaviour, and dress of her crew, is that of the Owner/Charterer of the boat. Competitors also agree to take full 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, ClubSwan Racing and Nautor Swan, its servants, agents, and sponsors (in particular but not limited to ROLEX and affiliated companies) and their representatives in respect of any claim arising here from.

20.2 Competitors shall apply RRS Part 1 **Fundamental Rule 3: " The responsibility for a boat's decision to participate in a race or to continue racing is hers alone "**.

20.3 In summary, competitors agree that the OA, ClubSwan Racing and Nautor Swan, its servants, agents, and sponsors (in particular but not limited to ROLEX 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.

20.4 As part of the registration process, the boat representative will be required to sign a declaration accepting this disclaimer of liability.

20.5 By participating in this event each competitor agrees and acknowledges that sailing is a potentially dangerous activity with inherent risks. These risks include strong winds and rough seas, sudden changes in weather, failure of equipment, boat handling errors, poor seamanship by other boats, loss of balance on an unstable platform and fatigue resulting in increased risk of injury. Inherent in the sport of sailing is the risk of permanent injury or death by drowning, trauma, hypothermia, or other causes.

20.6 Competitors participate in the event entirely at their own risk. The organizing authority will not accept any liability for material damage or personal injury, or death sustained in conjunction with or prior to, during or after the event. General conditions as stated in detail on the entry form.

20.7 The participants are aware that the sailing activity falls within those governed by article 2050 of the Italian Civil Code therefore all Italian participants must have a valid FIV membership, included medical validation, that guarantees accident coverage, including death and permanent disability.

20.8 Not Italian competitors must comply with the requirements of their MNA and be in possession of accident coverage, including death and permanent disability as per current regulations.

20.9 [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. The penalty for a breach of this rule may be less than disqualification".

21. DATA PROTECTION

21.1 Competitors and crew members on competing boats grant, at no cost, the OA, ClubSwan Racing and Nautor Swan, its servants, agents, and sponsors (in particular but not limited to ROLEX and affiliated companies) and their representatives 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's involvement in sailing events, in particular the Rolex Swan Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX. Competitors and crew members' name, voice, image, likeness and biographical material shall not be used by ROLEX 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 or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use.

21.2 As part of the registration process, each boat representative will be required to sign a declaration accepting this waiver of rights.

22. INSURANCE

22.1 Each participating boat shall be insured with valid third-party liability insurance with adequate cover taking into account the value of the boats racing and the measure of damages likely to arise in the event of an accident.

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

23. TROPHIES AND PRIZES

- Series trophies for the 1st, 2nd and 3rd boat in each class.

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

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

- For the Swan S&S Classic Class: The "Rod Stephens Swan Challenge Trophy" will be awarded to the best-placed boat complying with criteria listed in NoR Annex 2.

- For all Classes: daily prizes will be awarded at the discretion of the OA.

A complete list of trophies to be presented during the Rolex Swan Cup will be published on the [ONB](#).

24. SOCIAL EVENTS

24.1 A varied and interesting social programme is planned for the regatta including refreshments, crew party, cocktail receptions, and an Owners' Dinner. Full details will be listed on the event website (www.yccs.com) as the social programme details are finalized. The final schedule will be available at time of registration.

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

25. PRESS OFFICE

25.1 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

25.2 **Media Drones**: Accredited media using the press boat made available by the OA to follow the event are not authorized to fly drones on the regatta course.

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

25.4 Authorization must be requested from the OA and a form assuming liability in the case of damage to third parties must be completed. Upon receiving a request the OA will also specify the rules governing the use of drones on the regatta course.

26. CONTACT DETAILS & FURTHER INFORMATION

For further information please check the event website www.yccs.com or contact: **YCCS Race Office** t. +39 0789 902200 | @. secretariat@yccs.it - ClubSwan (also providing for support to obtain ORC Club or ORCi Certificates) @. secretariatclubswanracing@nautorswan.com

It is part of our mission to raise awareness among regatta participants on the urgent environmental issues affecting the oceans. Please be informed that the event is paperless and all the materials used during the after race refreshments and the crew party are plastic free and compostable. Please dispose of them correctly.

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

ANNEXES:

ANNEX 1: Entry Form (also posted on the YCCS Website).

ANNEX 2: Divisions A, B, C class split criteria.



ROLEX SWAN CUP 2024

Porto Cervo, 15 – 21 September

Annex I: Entry Form

Entries shall be received by the Organizing Authority by **10th August 2024** accompanied by the entry fee. To be sent by email: secretariat@yccs.it to YCCS Race Office.

TYPE OF ENTRY: Racing Entry () | Not Racing Entry – ONLY for yachts wishing to participate in the social events but **NOT** in the racing program – ()
RACING DIVISION, as per NoR section 6: **Maxi** (), **Mini Maxi** (), **S&S** (), **Swan** (), **CS50** (), **S45** (), **CS43** (), **CS42** (), **CS36** (), **CS28** ()

Boat Name _____ Sail N. _____
(letter + number)

LOA _____ Beam _____ Minimum DRAFT _____ Hull Colour _____
(useful for mooring)

Model _____ Designer _____ Builder _____

E.T.A. _____ Racing _____ (if any) Boat Advertising (please specify): _____
(In Porto Cervo) Crew, n. _____ Italian boats shall deliver FIV authorization.

*the following info will be published on the official entry list:

*Owner / Charterer / Borrower: _____

* Racing for, Country: _____ * Racing for, Yacht Club: _____

The owner/charterer/borrower's name will be: - called on the stage at the AWARDS CEREMONY: NO - named in the PRESS RELEASE: NO

Owner's Name (if different): _____

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

Owner, _____ Owner, _____
Mobile: + _____ e-mail: _____

Boat Captain _____ @ _____ mobile: + _____

Helmsman _____ @ _____ Country: _____

Tactician _____ @ _____ Country: _____

(if any) Press Representative, @: _____ Complete the YCCS accreditation form: [CLICK HERE](#)

to receive O.A. communications:

Other e-mail: 1) _____ 2) _____

to join the WhatsApp group:

Mobile phone: 1) + _____ 2) + _____

(if any) **SUPPORT BOAT:** YES () - for mooring place refer to paragraph 09 of the NoR. **IMPERATIVE:** at the registration ask for the support boat flag at the YCCS Race Office

(if any) **COMPETITORS DRONE:** YES () - for the authorization please contact YCCS Press Office pressoffice@yccs.it

ENTRY FEE PAYMENT as per NoR paragraph 07:

() VIA **WIRE TRANSFER**, Bank details: Yacht Club Costa Smeralda / Banca CREDEM Euromobiliare Private Banking
N. Conto 010/000188022-2 / Iban: IT55 T032 5004 8000 1000 0188 022 / BIC: EUBAITM1849
Please specify as object: RSC 2024 – Boat Name

() VIA **CREDIT CARD (Pay by Link):** 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 RRS 2021/2024, this NoR and the SI. Competitors agree that the sole and inescapable responsibility for the nautical qualities of any boat participating in the Rolex Swan Cup 2024, including her rigging, safety equipment on board and the competence, behaviour, and dress of her crew, is that of the Owner/Charterer of the boat. Competitors also agree to take full responsibility for all damages whatsoever caused to third persons or their belongings, to themselves or to their belongings, ashore and at sea as a consequence of their participation in the regatta, and hereby relieve from any responsibility, and agree to indemnify on a full indemnity basis and hold harmless, the OA and Nautor, its servants, agents, and sponsors (in particular but not limited to ROLEX and affiliated companies) and their representatives in respect of any claim arising there from. Competitors shall apply RRS Part 1 Fundamental Rule 3: "A boat is solely responsible for deciding whether or not to start or to continue racing". In summary, competitors agree that the OA, Nautor, its servants, agents, and sponsors (in particular but not limited to ROLEX 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, the boat representative will be required to sign a declaration accepting this waiver **2. Media Releases:** Competitors and crew members on competing boats grant, at no cost, YCCS, NAUTOR, ROLEX 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's involvement in sailing events, in particular the Rolex Swan Cup ("the regatta"), and to the competitors and crew members' participation in such event. Competitors and crew members on the competing yachts also grant, at no cost, ROLEX and affiliated companies, the absolute right and permission to use their name, image, likeness, biographical material as well as representations of the boats in the Rolex magazine, edited by ROLEX. Competitors and crew members' name, voice, image, likeness, and biographical material shall not be used by ROLEX 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 or affiliated companies to endorse ROLEX products or gives his/her prior written consent to such use. As part of the registration process, the boat representative will be required to sign a declaration accepting this waiver of rights. **3. Insurance:** Each participating boat shall be insured with valid third party liability insurance with adequate cover taking into account the value of the boats racing and the measure of damages likely to arise in the event of an accident. The OA is not responsible for verifying the status or validity of insurance certificates. **4. Indemnity:** A competitor shall be responsible for any and all property damage and personal injury (including death) incurred by yacht, its owner, its captain, its crew members, its guests and/or any third party while the yacht is participating in the event which arises from the actions or inactions of the yacht, the owner, the captain or crew or guests of the yacht or which arises from the yacht's presence at the event, and the competitor shall indemnify, defend and hold harmless YCCS and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Indemnified Parties") from any and all claims, losses, damages and liabilities suffered or incurred by one or more of the Indemnified Parties in respect of the same."

I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1,2, 3 and 4 AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND SIGN IT OF MY FREE WILL.

Name of the Owner/Charterer/Boat Representative: _____ Date: _____ Signed: _____



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

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

1. Oggetto del trattamento

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

2. Finalità del trattamento

I suoi dati personali sono trattati per le seguenti Finalità:

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

3. Modalità del trattamento

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

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

4. Accesso ai dati

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

5. Comunicazione dei dati

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

6. Trasferimento dati

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

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

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

8. Diritti dell'interessato

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

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

9. Modalità di esercizio dei diritti

Potrà in qualsiasi momento esercitare i diritti inviando:

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

10. Titolare, responsabile e incaricati

Il Titolare del trattamento è Yacht Club Costa Smeralda.

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

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

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

1. Subject of processing

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

2. Purpose of processing

Your personal data are processed for the following purposes:

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

3. Processing method

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

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

4. Access to data

Your data may be made available for the purposes specified in clause 2): to employees and associates of the Controller or subsidiary or affiliated companies, and to the FIV (Italian Sailing Federation) for the execution of operations necessary for compliance with procedures relating to regatta activities.

5. Communication of data

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

6. Data transfer

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

7. Provision of data and consequences of refusal

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

8. Data subject's rights

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

A. obtain confirmation of the existence or otherwise of personal data relating to you, including those not yet recorded and their communication in an intelligible form;
B. be informed: of the purposes and methods of processing; of the logic applied in case of treatment with electronic instruments; of the identity of the Controller, the processors and the designated representative in accordance with article 5, comma 2 of the Privacy Code and art. 3, comma 1 of GDPR; of the subjects or categories of subjects to whom the personal data may be communicated or who may come to knowledge of it;
C. obtain: the updating, rectification or, where interested therein, integration of the data; b) the deletion, conversion into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
D. contest, fully or partially: for legitimate reasons, the processing of personal data, even if pertinent for the purposes of collection; the processing of personal data for the purposes of commercial communication. Where applicable you also have the rights specified in articles 16 – 21 GDPR (Right to correction, destruction, limitation of processing, right to data portability, right to object), as well as the right to lodge a complaint with the Supervising Authority.

9. Exercising your rights

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

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.

ANNEX 2: Divisions A, B, C class split criteria.

DIVISION A (Swan Maxi)

Classes in Division A (Swan Maxi) will be defined by boat's length as follows:

Maxi Class: Maxi boats with LOA of 23,99 metres and above (ORC SY Measured Certificate or ORC SY Declared Certificate)

Mini Maxi Class: boats with LOA between 18.29 and 23,99 metres (ORCi Certificate).

Sub-classes (if any) in Division A (Swan Maxi) will be defined by the Dynamic Allowance (DA defined below)* according to the ORC rule 103.2 as follows:

Maxi Class

1. Sub-class Grand Prix: $DA < 0.14\%$
2. Sub-class Cruiser: $DA \geq 0.14\%$

Mini Maxi Class

3. Sub-class Grand Prix: $DA < 0.14\%$
4. Sub-class Cruiser: $DA \geq 0.14\%$

DIVISION B (Swan S&S)

Classes in Division B (S&S Swan) will be defined by the fulfillment of the parameters as follows:

1. Class Classic: fulfilling all the parameters listed below
2. Class Racing: not fulfilling all the parameters listed below

Parameters:

- 1- Owner (or Family Member) at the helm
- 2- Mast: aluminum and original measurements
- 3- Original sail plan. Bowsprit and asymmetric spinnaker are allowed; no poles are allowed
- 4- Mainsail: Sail design as per S&S sail plan
- 5- Shrouds: Wire/Rod
- 6- Rudder, skeg and keel as per original first S&S Design
- 7- Hull lines: unmodified
- 8- Toe-rail: original (aluminum/wood)

DIVISION C (Swan)

Classes in Division C (Swan) will be defined by the Dynamic Allowance (DA defined below)* according to the ORC rule 103.2 as follows:

- 1 Class Grand Prix: $DA < 0.25\%$
- 2 Class Cruiser: $DA \geq 0.45\%$

Boats with $0.25\% \leq DA < 0.45\%$:

- a) Without a forestay with a furling system shall enter the Class Grand Prix
- b) With a forestay with a furling system may select to enter the Class Grand Prix or Class Cruiser by declaration during the registration process.

*Dynamic Allowance (DA) is a credit representing the dynamic behavior of a boat taking into account performance in unsteady states (i.e. while tacking) calculated on the basis of: Upwind Sail Area/Volume ratio, Upwind Sail Area/Wetted Surface ratio, Downwind Sail Area/Volume ratio, Downwind Sail Area/Wetted Surface ratio and Length/Volume ratio. DA is applied to the ratings of all Cruiser/Racers, as well as any Performance boats with a Series Date older than 30 years. All yachts have the Dynamic Allowance shown on their ORC Certificate.

For additional information contact the ORC office at: swan@orc.org