

# **NOTICE OF RACE**

Start on Sunday 28 April 2024

15th edition

From Lorient (FR) to New York (USA)

Organised by



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The notation [NP] means that a boat may not protest the breaking of a rule.

The notation [SP] in a rule means that a standard penalty may be applied by the jury.

## 1. ORGANISATION

The Transat CIC is a race organised by OC Sport Pen Duick and open to the Ocean Fifty, Class40, IMOCA and Vintage monohull and multihull classes.

The Organising Authority's headquarters are located: OC SPORT Pen Duick

17, boulevard Jean Monnet 56260 LARMOR PLAGE FRANCE

#### 1.1. ORGANISING COMMITTEE

The Organising Committee comprises:

Hervé Favre: President of OC Sport Pen Duick
 Joseph Bizard: CEO of OC Sport Pen Duick

• Marion Olivier: Project Manager at OC Sport Pen Duick

Its mission is the general organisation of the event, coordination with the authorities and organisations at the start and finish venues, communication, receptions, partner relations and official prize-giving ceremonies.

#### 1.2. RACE MANAGEMENT

The Race Management team comprises:

Francis Le Goff:
Yann Chateau:
Guillaume Evrard:
Pierre HAYS.
Offshore Racing Director
Assistant Race Director
Assistant Race Director
Assistant Race Director

Its mission is to draw up safety devices, ensure the Race runs smoothly, make sure the competition is authentic lawful by working closely with the arbitration body, contribute to the Race's media coverage, and coordinate relations between the competitors and the OA. It works in direct relation with the FFVoile (French Sailing Federation), the Race Committee, the Technical Committee, the International Jury and the Medical Commission.

Any incident / accident must first be reported to Race Management as a matter of priority.

The Race Management team may be fleshed out according to the number of participants.

#### 1.3. ARBITRATION BODY

Umpires will be designated by the FFVoile.

An international jury will be made up in accordance with appendix N of the RRS and the RRS 70.5. Its decisions shall be final.

When the umpires are not physically present but can be contacted by phone or videoconference, email, VHF or any other radio or satellite means, the RRS N 1.5 shall be deemed to have been adhered to and any protests can be conducted and settled in this way.

#### 1.4. MEDICAL CONSULTANT

In accordance with appendix 3 of the FFVoile's medical regulation, a medical consultant shall be appointed to study each Skipper's medical records.

http://www.ffvoile.fr/ffv/web/ffvoile/documents/Reglt\_medical\_annx3.pdf

# 2. RACE NAME

The official name of the 2024 edition is 'THE TRANSAT CIC'.

# 3. PURPOSE

The Transat CIC is a top-level offshore yacht racing event, raced singlehanded, every four years, across the North Atlantic between France and the United States of America. Its mission is to showcase the Skippers and the operators of their boats, as well as the organisations at the race start and the organisation's partners.

It gathers together fleets of multihulls and monohulls. The Race is an event that forms part of the international offshore race schedule (World Sailing Major Oceanic Event).

# 4. **DEFINITIONS**

Each time they are used within the main body of this Notice of Race, the terms below will have the following meaning:

#### 4.1. OA

The abbreviation for Organising Authority, OC SPORT Pen Duick.

#### 4.2. NOR

The abbreviation for Notice of Race (including this Notice of Race, its appendices and possible amendments).

## 4.3. SI

The abbreviation for Sailing Instructions (including its appendices and possible amendments).

#### 4.4. RRS

The abbreviation for the Racing Rules of Sailing in force.

#### 4.5. SKIPPER AND REPLACEMENT SKIPPER

The term Skipper describes the sailor who will take the start of the Race. When the term Skipper is mentioned in the NOR, it refers to the natural person registered for the Race.

The term Replacement skipper describes the sailor likely to replace a Skipper in the event of the latter being unable to compete. Once this replacement is made, the Replacement skipper will become the Skipper as defined above.

#### 4.6. TEAM

This is the Skipper and the organisation that make up their entourage to prepare and develop a structure with a view to competing in the Race.

### 4.7. CRISIS

The occurrence of one or several events that jeopardise the smooth running of an edition of the Race and/or likely to result in very negative media fallout for the Race.

#### 4.8. The Transat BRAND

THE TRANSAT trademark is registered in Europe by the Intellectual Property Office. Ref:

Community Trademark E3873908, registered on 10 April 2006, Classes 16, 41, in English and French.

### 4.9. DISTINCTIVE RACE SIGNS

- The photographic or audio-visual images from the Race, including the image of the participating boats and sailors;
- The Transat Trade Marks;
- The Official Race Name;
- The Race Logo.

### 4.10. RACE LOGO

The official logo comprising 'The Transat CIC' Trade Mark.

### 4.11. 'OFFICIAL TEAM' BLOCK

The association, in the same title block, the logo (or the sponsor's logo) of the Skipper's team, the Skipper and the Race Logo. The 'Official team' block will be supplied to all teams once registration is validated.

#### 4.12. PARTNER SPACE

The space reserved for the Race's protagonists in each Village. Designed as a venue for gathering together and meeting, this space will play host to all the accredited people: operators, Skippers, private partners, institutional partners and media.

#### 4.13. VILLAGE

All the hosting and public relations structures organised and set up by the Race's OA at the start of the race. The Village is open to all and designed to accommodate the general public, with the exception of the Partner Space. Set up close to the fleet of Race boats, the Village architecture and plans shall enable popular and sporting high points to be arranged here.

The Village for the 2024 edition will be organised in Lorient.

# 5. [DP] [NP] RULES

# 5.1. RULES IN FORCE

The Race is governed by the texts in force in the documents listed below, completed and potentially modified by the NOR and the SI:

- The rules such as those defined in the Racing Rules of Sailing (RRS);
- The Class Rules in force;
- The French national prescriptions translated for non-French-speaking competitors and detailed in the appendix 'Federation Prescriptions';
- Part B of the International Regulations for Preventing Collisions at Sea (IRPCAS) when it replaces RRS Part 2: both day and night, IRPCAS is applicable, to the exclusion of the following zones where IRPCAS is solely applicable between the standard times for sunset and sunrise:
  - The day of the start, the start zone and up to 25 miles from the start line (Zone where the times for sunrise and sunset are 05:00 and 19:00 UTC),
  - On the approach to the finish, within a circle of 25 miles centred over 40°27' N & 073°50'

W (Zone where the times for sunrise and sunset are 09:30 and 00:00 UTC);

- The Offshore Special Regulations (OSR) category 1 in force with modifications specific to each class;
- The official time for the event is in UTC.

In the event that the documents specific to the Race are translated, the French text shall prevail.

# 5.2. MODIFICATION OF THE RRS

- RRS 41 (Outside help) and 45 (Hauling out, making fast, anchoring): modified in NOR 21.
- RRS 42.3 (i): a boat may use its engine or be towed to return to Lorient, or another port agreed with Race Management to effect repairs and get back to the race on the authorisation of Race Management. (Modified in NOR 21.).
- RRS 44.1 (Taking a penalty): modified in the S.I.
- RRS 48 (Limitations on equipment): modified by 'boats may carry spare equipment during the race provided they have written consent from the Race Director.'
- RCV 51 (Movable ballast): remove the first 2 sentences and replace them as follows: 'Any moving of weight (stacking) for the purpose of modifying trim or stability is permitted within the following limits: inside the boat, all the heavy elements which may cause damage to the boat or injure the Skipper shall be firmly and permanently fixed in place. Food, water and fuel containers, fittings and spare parts can be stowed in bags or boxes and moved if they are made fast to the boat. Safety equipment (including life rafts and/or sealed equipment) shall not be moved. Sails may be moved around at will. Sail bags shall not be able to retain water.'
- RCV 52 (Manual power): modified in NOR 20.2.
- RRS 54 (Forestays and headsail tacks): does not apply.
- RCV 55.2 (Spinnaker poles, whisker poles): only applies to Class40s.
- RCV 61 (Protest requirements): modified in the SI.
- RRS 62 (Redress): modified in the SI.
- RRS 63 (Hearings): modified in the SI.
- RRS 64 (Decisions) : modified in the SI.

Modifications to the RRS in the SI will appear in full in the aforementioned SI.

# 6. ADVERTISING

The boats shall display advertising selected and supplied by the OA.

# 6.1. RACE NUMBER

A distinctive race number for all boats must be visible at all times on deck, on the hull(s) and on the sails, unless other arrangements are set out in the Class Rules. The dimensions are set out in the Class Rules.

For multihulls, the race number on the hull shall be affixed to the outboard side of each float up forward and for the monohulls on the forward section of each side of the hull, unless other arrangements are set out in the Class Rules.

Race numbers must be reported to the OA when registering the boat.

#### 6.2. BOAT NAME

The OA reserves the right to refuse a name, which it considers to be in bad taste, offensive, abusive

or in conflict with the purpose of the Race.

#### 6.3. INTELLECTUAL PROPERTY

Every Skipper registered for the Race undertakes to adhere to the Race Name in their communication and promotion. A graphic charter will be supplied and must be adhered to.

Intellectual property includes (but is not limited to) logos, trademarks and internet links belonging to OC Sport Pen Duick. Registration for the Race grants the Skipper and their partners the right to use the Race Logo on all their communications material until 31 December 2024, in line with the Marketing Appendix.

Any advertising operation carried out by a Skipper and their partners, which uses an element of this intellectual property or refers to the Race organisation, Race name, logo, person, idea, service or product associated with the race, that is different in form to that set out in the Marketing Appendix and the World Sailing Advertising Code, must receive written consent from the OA. Failure to adhere to this rule may result in exclusion from the Race in line with RRS 76.

## 7. REGISTRATION

#### 7.1. ELIGIBILITY

This event is open to invited multihulls and monohulls, which are split into several classes or categories according to the criteria below:

- 'OCEAN FIFTY' class: Multihulls that comply with the Ocean Fifty class rules,
- 'Class40' class: Monohulls that comply with the Class40 rules,
- 'IMOCA' class: Monohulls that comply with the IMOCA class rules,
- 'Vintage' and 'Cargo' categories: To encourage the boats and sailors, which have coloured the history of offshore racing and reinforce/respect its CSR policy, OC Sport Pen Duick is creating the Vintage and Cargo-Yacht categories. These categories may take different names in the Transatlantic races organised by the OC Sport Group. They relate to:
  - Vintage Mono: Monohulls ≥ 39 feet, which have not obtained a measurement certificate from the 'Class40' or 'Imoca' classes since 2015 and were launched before 31/12/2010,
  - Vintage Multi: Multihulls ≥ 35 feet and ≤ 80 feet, which have not obtained a measurement certificate from the 'Ocean Fifty' class since 2015 and were launched before 31/12/2010,
  - Exhibition 'Cargo-Yachts': Monohulls or Multihulls ≥ 60 feet with a minimum carrying capacity of 2 tonnes. (RSO 1 only). For the sake of clarification, the "Cargo-Yachts" category is a demonstration class that does not appear in The Transat's official ranking. This category will run as a crew. Qualification criteria and rules for this category will be defined in CI.

The number of boats invited to participate in the event is set at 80 and the number of places per class or category is limited as follows:

Class40	Class40 IMOCA		Vintage category	Cargo-Yacht	
25	35	10	10	No quota	

All registered boats shall conform with their respective Class Rules on 5 April 2024 (subscription and measurement certificate).

# 7.2. [NP] QUALIFICATION

## 7.2.1. Qualifying races

Each boat, with its registered Skipper for the Race, shall be qualified if it has participated in and completed a singlehanded OSR 0, 1 or 2 race in the last two years.

#### 7.2.2. Qualifying passage

Each boat, with its registered Skipper for the Race, shall sail a qualifying passage prior to 28 March 2024 for the Skipper and prior to 14 April 2024 for the Replacement skipper, unless they obtain special dispensation from Race Management.

The methods are as follows:

- The boat and the Skipper shall be registered in the Race.
- The boat is equipped with a positioning beacon which Race Management can utilise for polling purposes.
- The Skipper shall suggest a course for a qualifying passage via email to Race Management detailing the potential start port, finish port and intermediate waypoints, the distance and planned start date.
- This course must be:
  - Either at least 1,200 nautical miles in length with a minimum of 120 miles to be completed upwind with the wind and sea conditions measuring Force 5 on the Beaufort scale and be in race configuration. Solely courses performed in solo configuration will be accepted, unless special written dispensation from Race Management is agreed beforehand, and this is solely in the case of an 'on-board reporter'.
  - Or a singlehanded Race of at least 500 nautical miles and an additional qualifying passage to reach a total of 1,400 nautical miles in race configuration, with a minimum of 120 miles to be completed upwind with the wind and sea conditions measuring Force 5 on the Beaufort scale.
- Race Management will validate the proposal with the Skipper via return of email and/or telephone conversation if need be.
- The Skipper will make every effort to adhere to the Race branding supplied by the OA (race logos and race flags) during their qualifier, and all passages intended to create a picture library.
- 5 days prior to the start of the qualifying passage, access to the positioning beacon tracking will be given to Race Management. At least every 15 minutes, the beacon will emit a position throughout the duration of the qualifying passage.
- Once the Skipper gets back from the qualifying passage, they must send an email to Race Management summarising the passage: start and finish date and time, actual course sailed (including a copy of the tracking), distance covered, problems encountered...
- Acknowledgement of receipt will be sent by Race Management detailing whether or not the qualifying passage is validated. The qualifying passage must be validated by Race Management for the Skipper to be able to take the start of The Transat CIC.

The qualifying passage may also be carried out in a race where Race Management recognise a participation as a qualifying passage.

In the event of significant modifications made to the boat after the qualifying passage, Race Management may request that the Skipper does their qualifying passage again.

Any decision by Race Management about whether or not to accept a qualifying passage may not

give rise to a request for redress by the Skipper of a boat. This is a modification of RRS 62.1(a).

#### 7.3. ENTRIES

# 7.3.1. Entry form

The entry request will be registered according to the date it is received and subject to all the compulsory information on the online form being completed together with receipt of the full registration amount by bank transfer.

The online form is available at the following address:

https://forms.monday.com/forms/6cc505cd4978eb19bf09d093be99e4b6?r=use1

For any information relating to the registration process, participants can contact:

Amélie JUVIEN - email: <a href="mailto:inscription@ocsport.com">inscription@ocsport.com</a>

#### 7.3.2. Entry deadline

The entry request deadline is set for 31 January 2024.

Late entries (after midnight on 31 January 2024) will be studied by OC Sport. In the event that such an entry is accepted, the entry fees (NOR 7.3.3) will be increased by 25%.

However, the OA reserves the right:

- To invite additional boats to participate in the event. These boats shall be technically admissible in a class or category;
- To refuse an application.

No entry may be transferred to another Skipper without the express consent of the OA.

# 7.3.3. Entry fee amounts

The entry fee amount before tax is set at:

OCEAN FIFTY	OCEAN FIFTY Class40		VINTAGE	
€10,000	€6,000	€15,000	€5,000	

Bank transfers shall be made using the following bank details:

Account holder		OC SPORT Pen Duick
Bank Code		12906
Sort Code		50113
Account No.		57460696293
Personal Code		08
IBAN	308	FR76 1290 6501 1357 4606 9629
SWIFT (BIC)		AGRIFRPP829
Domiciliation		CREDIT AGRICOLE

Transfer reference: name of the Skipper / name of the boat

Registration includes the OA providing a positioning beacon to each Skipper for the duration of the race.

#### 7.3.4. Withdrawal, cancellation and refunding

The entry fees will be:

- Refunded at a rate of 100% in the event of a withdrawal prior to 01/11/2023.
- Refunded at a rate of 50% in the event of a withdrawal prior to 05/02/2024.
- Retained in full in the event that the Skipper withdraws after 05/02/2024.
- Refunded at a rate of 50% for medical reasons after 05/02/2024.
- Retained in full if the boat is deemed non-compliant once the Technical Committee has carried out its inspections. The OA reserves the right to refuse its entry (RRS 76)
- Retained in full in the event that the OA does not permit the boat or the Skipper to take the start or if it is deemed non-compliant with the NOR.
- Refunded in full if the OA decides to intentionally cancel the event.

The following is established in the event that the OA is forced to cancel the Race in its entirety due to a case of force majeure or the banning of the operation by legal or regulatory measure or a judicial decision, no refunding of the entry fee or compensation will be paid.

A case of force majeure is set out in article 1218 of the civil code and detailed by the jurisprudence of the French Courts. War (overseas or civil), attacks or risks of attacks, unusual weather phenomena, a pandemic or the unexpected appearance of a strike preventing the start from being given, will notably be considered as cases of force majeure.

The right to take the start of the Race will only be definitive once the boat and her Skipper have completed the last checks in Lorient in the week prior to the start.

#### 7.4. SKIPPER

- 7.4.1. The race is contested in singlehanded format. Every boat shall have one and the same person aboard at all times except as stated in RRS 1.1 ans 41.
- 7.4.2. Any Skipper who embarks one or several persons within the context of RRS 1.1 or 41 shall endeavour to disembark them as soon as possible and shall comply with the instructions of Race Management.
- 7.4.3. Each Skipper must be in good standing with the national authority of their country of nationality or residence and must hold a valid FFVoile licence (or equivalent in their country) for the duration of the event.

French Skippers shall present their valid FFVoile Club 'competition' licence attesting to the earlier presentation of a valid medical certificate with no contraindications to the practice of competitive sailing, or their valid FFVoile Club 'member' or 'practice' licence accompanied by a valid medical certificate with no contraindications to the practice of competitive sailing, dating less than one year.

When they register, overseas Skippers or those of French nationality living overseas, who do not hold an FFVoile licence must provide proof of membership of a National Authority that is a member of World Sailing, valid third-party liability insurance for a minimum of three-million Euros and a valid medical certificate with no contraindications to the practice of competitive sailing dating less than one year (written in French or in English).

- 7.4.4. Documents to be provided prior to 5 April 2024:
  - Either a valid World Sailing training certificate (Sea survival training + Premier Secours Mer (Offshore First Aid), carried out at an approved World Sailing centre, or a survival training certificate as required in OSR 6.01 ('World Sailing Approved') and a certificate satisfying OSR 6.05.2;
  - The list of medication compliant with OSR category 1 together with any associated trade names and expiry dates. This list must be dated and signed;
  - Advertising card 2024 if need be;
  - Short range certificate or equivalent;
  - Ship station licence.

The FFV's (French Sailing Federation) medical board and the medical consultant for The Transat CIC point out that the Skipper is responsible for:

- Ensuring that their medical and physical condition is in line with the constraints of the race.
- Honestly informing the medical consultant about any pathology of which they are aware that may affect their safety or that of a third party during the event.
- Providing the results of a cardiogram.
- Providing the results of an exercise tolerance test dating less than 4 years.
- Providing the completed medical report which must be dated, stamped and signed by the doctor endorsing the requested information as well as being dated and signed by the Skipper.
- Providing a biological assessment dating less than 2 years and comprising at least blood cell counts, an ionogram, urea and creatinine levels, liver function tests and fasting blood glucose.

Where the requested information is lacking or insufficient the Skipper's participation will not be validated from a medical standpoint. The name and contact details of the medical consultant will be communicated as soon as possible.

All these documents must be sent to the medical consultant's personal email via a secure medical server or in a sealed envelope to preserve medical privacy and confidentiality.

If they deem it necessary, the medical consultant may request additional examinations to assess the Skipper's aptitude to participate in the competition.

In view of the results of the medical report and all the appraisals, the medical consultant may warn

the Skipper of their intention to deliver an adverse opinion with regards to their participation. In this case, and prior to any final decision, the Skipper still has the possibility of requesting a second opinion from an expert appointed by the Commission Médicale Fédérale (COMED). In the event that the conclusions of this second opinion are different from that of the medical consultant, they will base their decision on the latter. If the conclusions are identical, the OA may refuse the Skipper's integration on the list of sailors permitted to take the start.

- 7.4.5. Minimum age: 18 years old on 28 April 2024.
- 7.4.6. By no later than 26 April 2024, the Skipper must have registered their start declaration duly completed and signed. The start declaration will be an appendix to the SI.

#### 7.5. REPLACEMENT SKIPPER

Each Team may appoint a Replacement skipper with the OA prior to 5 April 2024.

In the event that the Skipper is physically unable to take the start, the Replacement skipper may become the Skipper provided that person has satisfied all the conditions detailed in articles 7.2 (Qualification) and 7.4 (Skipper).

## 7.6. ENVIRONMENTAL AMENDMENT

An environmental amendment will be published prior to 31 December 2023. It aims to address the event's environmental, social and societal impact, in line with the vision OC Sport Pen Duick has chosen to embody: Rethink sport, a key route towards climate action.

#### 7.7. HEALTH CRISIS

In the event of a health crisis, the Organising Authority is likely to modify this Notice of Race without notice, and notably publish an appendix in line with the health guidelines set out by the authorities. These guidelines may well lead to modifications to the registration and/or eligibility regulations.

### 7.8. ACCEPTANCE OF THE RACE DOCUMENTS

Official registration in The Transat CIC implies acceptance of all the Race Documents (Notices of Race, Sailing Instructions, Amendments and Appendices).

# 8. [DP] [NP] COMPULSORY ADDITIONAL SAFETY EQUIPMENT

The following safety equipment must be on board for the entire duration of the event:

- A radar with an alarm.
- A charged handheld Iridium telephone that is waterproof (or in a waterproof pouch) together with its spare battery in the emergency container or the grab bag (with a dedicated SIM card).
- A handheld GPS that is either waterproof or in a waterproof pouch in the emergency container or grab bag.
- An active AIS transmitter / receiver with visualisation software for AIS targets including an antenna located at the masthead and registered in the boat's MMSI.
- One survival suit, complying with NF EN ISO 15027-1 standards of which the thermal insulation without thermal underwear must be greater than 0.75 Clo when immersed.
- A minimum of a dual-frequency 121.5 Mhz and 406 Mhz Cospas-Sarsat handheld EPIRB, equipped with GPS, classified as long term, with a minimum range of 48 hours.
- Hull marking, fluorescent colour: the OSR rules 4.02.1 and 4.02.2 are compulsory for all participants.
- A mini 'Spare Air' diving bottle with a minimum air volume of 80 litres or equivalent with a built-in regulator.
- Two self-inflating lifejackets per CE-approved Hammar-type pressure system or equivalent with at least one recharge kit and equipped with a flash lamp with a minimum range of 8hrs.
- An autonomous SART (Search and Rescue Transponder) radar or AIS in the emergency container or grab bag.
- A personal AIS beacon worn at all times by the Skipper.
- A PLB personal beacon worn at all times by the Skipper.
- The following elements are compulsory in the emergency container or grab bag:
  - o Flash lamp;
  - o Cyalume-type chemical light sticks
  - o Survival blanket
  - o First Aid kit (2 tubes of sunscreen plus dressings effective in wet conditions)
  - o 5,000kj high-energy food
  - o 1 sachet of Fluorescein sea marker

All the Sarsat-Cospas beacons (for the boat and the PLBs) on board for the race must be officially registered with the notation 'The Transat CIC 2024' and the RM's emergency number of which you will be informed. Proof of this registration and the hexadecimal beacon coding shall be communicated to RC for the CROSS GRIS NEZ by no later than 20 April 2024.

Boats shall have aboard a 20L emergency fuel supply in one or two jerrycans, which will be sealed shut and in position, unless otherwise stated in the Class Rules.

The list of elements that must be sealed will be detailed in the SI. The drive shafts of all the boats will be sealed according to a self-sealing process. Prior to their arrival in Lorient, the boats will have to make provision for a plan enabling this engine seal to be installed.

# 9. ESTIMATED PROGRAMME

FRIDAY 19 APRIL 2024				
16:00 UTC (18:00 loc)	The boats shall be at the OA's disposal in the designated berths			
SATURDAY 20 APRIL 2024				
07:30 UTC (09:30 loc)	Start of inspections			
TUESDAY 23 APRIL	2024			
08:00 UTC (10:00 loc)	Village opening and runs (TBC)			
THURSDAY 25 APRI	L 2024			
07:30 UTC (09:30 loc)	Safety Briefing. Compulsory presence for the rookie skippers or those skippers who are yet to attend this briefing in 2023 or 2024.			
08:30 UTC (10:30 loc)	Sailing Instructions and Safety Briefing (Duration 2hrs)			
FRIDAY 26 APRIL 20	24			
15:00 UTC (17:00 loc)	End of inspections			
16:00 UTC (18:00 loc)	Deadline for registration of the start declaration			
16:30 UTC (18:30 loc)	Support RIB Briefing			
SATURDAY 27 APRII	L 2024			
07:30 UTC (09:30 loc)	Weather and Start Briefing (Duration 1hr)			
SUNDAY 28 APRIL 2024				
07:30 UTC (09:30 loc)	Boats begin to cast off (order and times to be detailed in the appendix to the SI)			
11:02 UTC (13:02 loc)	Start of The Transat CIC			

In the event that runs are organised, the arrival of the boats and the provision of designated locations will be rescheduled to Tuesday, April 23, 6PM. The terms of its runs will be specified in an amendment.

All these dates and times are subject to change for the needs of the organisation. According to the weather forecast, Race Management may:

- Bring the start forward to Saturday 27 April 2024, in which case competitors will be informed of the modification to the programme via an amendment published no later than Thursday 26 October 2023.
- Delay the start till a later date, in which case competitors will be informed via an amendment of the rescheduling of the start at least 24 hours in advance.

In the event of breach and non-presence by the Skipper or a technical officer, financial penalties may be applied by the AO.

# 10. SKIPPER'S OBLIGATIONS FOR REPRESENTATION

#### 10.1. SKIPPER

The Skipper's presence is compulsory at the following events, failing which financial penalties may be applied:

- 10.1.1. In Paris or in a town/city specified by the OA
  - For the presentation press conference (in March 2024).
  - For any other high point, the date being communicated no later than 31 December 2023.
  - For the prize-giving, failing which the prizes and financial rewards will not be awarded.

#### 10.1.2. In Lorient

- From the convening date through until the start.
- For every briefing set out in the Notice of Race.
- For the boat's first safety inspection.
- Throughout the Skippers' presentation ceremony and official soirée before the start in Lorient.
- For docking out according to the planned schedules.

#### 10.1.3. In New York

- At the prize-givings, failing which the prizes and financial rewards will not be awarded.
- The boat shall remain in the finish marina in her assigned berth, at the latest 48 hours after their arrival for the IMOCAs and 96 hours after their arrival for the other classes and categories.

#### 10.2. THE BOAT'S TECHNICAL MANAGER

#### 10.2.1. In Lorient

The boat's technical manager must be constantly in attendance from the moment the boat arrives through until its departure. Their contact details must be filed with Race Management upon their arrival in Lorient. This person must be reachable 24/7.

10.2.2. In New York

The boat's technical manager must be constantly in attendance whilst the boat is in the finish marina through until its departure. Their contact details must be filed with Race Management upon their arrival. This person must be reachable 24/7.

#### 10.3. PENALTIES

Where there is an infringement of these rules and the Skipper or a technical manager are not in attendance, financial penalties may be applied by the OA.

### 11. INSPECTION OF THE BOATS

#### 11.1. IN LORIENT

Every boat will be inspected. The Skipper must be present for the boat's first inspection. A boat that

does not conform to the rules of the race will not be able to start the Race.

#### 11.2. IN NEW YORK

[DP] Boats will be inspected upon arrival. A boat that does not comply with the regulations may be penalised or disqualified at the discretion of the International Jury.

# 12. SAILING INSTRUCTIONS

The SI will be emailed to the Skippers no later than 5 April 2024 and posted on the website in the race area.

## 13. COURSE

The course is direct, from a start line offshore of Lorient to a finish line close to New York.

The detailed course will be set out in the Course Appendix to the SI.

Race Management reserves the right to add marks, waypoints or safety gates (lines that every boat must cross or round at least once), according to the position of icebergs and the weather conditions. The latter will be set out in the Sailing Instructions and may vary for each class of boat.

#### 14. TIME LIMIT

The finish line will close on Monday 20 May 2024 at 11:02 UTC. Any time bonus awarded by the International Jury will be taken into account in the application of this time limit.

However, safety monitoring will still continue for boats finishing after the deadline.

# 15. PENALTY SYSTEM

#### 15.1. TAKING A PENALTY

The RRS 44 'Taking a penalty' will be modified in the SI.

#### 15.2. REPLACEMENT PENALTIES

Except in the event of financial penalties, an infringement of the rules may, following a hearing, be punished with a time penalty, which may stretch to disqualification. The financial compensations will be outlined in the 'Financial penalties' Appendix, which will be circulated prior to 31/12/2023.

# 16. RANKING

A ranking in elapsed time in each of the classes will be established according to the race time, increased by penalties or reduced by possible bonus points.

# 17. TROPHIES AND PRIZES

Solely boats which have crossed the finish line of the Transat CIC and finished before the line is closed are taken into account for the trophies and prizes.

The financial reward amounts and the methods for distributing these prizes will be detailed in an appendix to the Notice of Race by no later than 31 December 2023.

# 18. POSITIONING

In Lorient, the OA will install one or several positioning beacons aboard each boat enabling it to be tracked. The registered participant will be required to make out a cheque for 500 euros per beacon g given as deposit. This cheque will be returned or destroyed once the Skipper has returned their positioning beacon(s) to Race HQ in New York.

In the event of a retirement, it(they) must be returned at the Skipper's expense to the OC SPORT Pen Duick office.

#### 18.1. REPLACEMENT POSITIONING SYSTEM

Each boat shall be equipped with a replacement positioning system, of a type agreed by Race Management, should the positioning beacon provided by the OA fail.

This positioning beacon must be fixed and securely installed outside the cockpit for carbon boats or for other boats attached at the chart table and powered by an on-board power source.

Each Skipper shall give the OA permission to track their boat using this system during the observation course and the Race. Tests will have to be carried out as soon as the boat is equipped accordingly.

Race Management must be informed of any other form of satellite positioning or reporting, it must have 24/7 access to it and be familiar with the name and address of the body or individual which collects the data information.

#### 18.2. REAL-TIME TRACKING

The OA reserves the right to ask the Skippers to leave their satellite communication system switched on (for boats which have such a device, e.g., FleetBroadBand, Iridium Certus...) during the first 2 hours of racing. In this case, the OA will install software on the on-board PC beforehand.

Another device may be placed aboard by the OA (GSM beacons, GPRS...).

# 19. MEANS OF COMMUNICATION

Every boat must be equipped with:

- A satellite telephone system with a visual and audible alarm and fixed external antenna (installed in accordance with the technical instructions for the product). This system may be the Inmarsat system or equivalent if it is equipped with a handset and ringtone.
- A 56-channel VHF marine radio of a minimum of 25 watts with masthead antenna (unless other measures are set out in the Class Rules).
- An Inmarsat satellite system or equivalent (in terms of broadband and features) with a transmission rate equal to or greater than 128kbps.

These devices must be in perfect working order and installed in such a way as to prevent their damage. These devices, just like the handheld Iridium in the emergency container and the AIS, will be tested prior to the start by the Technical Committee.

# 20. POWER SOURCE

No means of propulsion other than those set out in RRS 42.1 may be used when racing.

Boats are permitted to use an energy other than manual to operate the autopilot or, for multihulls, an anti-capsize system allowing the sheets to be totally or partially eased. Under no circumstances should this system be used to haul on the sails. This power can be used to manoeuvre the keel ballast and/or canting system or any other action permitted in the Class Rules.

# 21. [DP] OUTSIDE HELP

#### **21.1. ROUTING**

All systems providing navigational aid are permitted, and notably routing (modification to RRS 41), except for those classes whose rules prohibit routing. By routing we mean weather assistance provided to the boat's Skipper by an outside source to make suggestions and assist the latter with drawing up an optimal course along a determined route by taking into account weather forecasts, winds, currents and wave heights and any other parameter linked to the boat's performance.

### 21.2. HELP WITH PERFORMANCE

All aids to the performance of the boat or the Skipper provided by a source outside the Skipper of the boat are prohibited, with the exception of situations linked solely to the Skipper's safety, namely proven risks of collision and/or risks of material breakage which could endanger the Skipper's life.

#### 21.3. TECHNICAL ASSISTANCE

Remote technical assistance, defined as any information from a support person (in the RRS sense), to enable the Skipper to resolve a technical issue on the boat using the means aboard, is permitted. It shall be strictly limited to repair actions. Oral, written, photo and video exchanges are permitted between the Skipper and their team, with the sole aim of describing the technical issue and suggesting a method of repair so the Skipper can effect the repair independently. Any technical assistance for the attention of the Skipper shall be accessible at all times by RM.

#### Are prohibited:

- Taking control, defined as 'any human and/or technological intervention outside the boat, including the emailing of personalised updates enabling action to be taken remotely on one or several element(s), piece(s) of equipment...'
- Downloading via the boat of software or updates (unless the latter are publicly accessible and referenced, and subject to RM's authorisation prior to download).

#### 21.4. SAILING INDEPENDENTLY

Outside the actions permitted in NOR 21.1, NOR 21.2 and NOR 21.3, boats must complete the whole race independently and must not deliberately sail in convoy or seek to obtain accompaniment in any way whatsoever. During the event, boats may have no physical contact with other boats or aircraft. Boats may not be re-supplied in any way whatsoever.

The recovery of data from off the boat will be permitted and may be used for safety purposes rather than an aid to performance.

## 21.5. TECHNICAL PIT STOP

During the Race, a boat can make one or several technical pit stops under the following conditions:

- The Skipper must make the request to do so to Race Management.
- Following consent from Race Management about the location of the pit stop, the repairs to be undertaken and equipment to be changed if applicable, the boat may be towed or use its engine to enter and/or leave a port or anchorage agreed with Race Management, and over an agreed distance, provided that it can be proven that the tow or use of the engine has not helped them progress towards the finish line.
- Once the boat is under tow or under auxiliary power other people may come on board.
- Once the boat is dockside in the port or in a shelter agreed by Race Management, repairs can be undertaken and the boat may be resupplied and spare equipment embarked as agreed with Race Management. The Skipper may disembark.

- The Skipper may also decide not to make fast or anchor. In this case, a position in a sheltered area will be agreed with Race Management (latitude / longitude) where the boat must halt its progress under auxiliary power or stop being towed before commencing with repairs, resupplying and embarking spare equipment. If the boat drifts towards the finish line, it shall return under sail or under power to the agreed position when it is ready to start racing again.
- Once the boat has been repaired and is ready to start racing again, it can be towed or leave under auxiliary power over a distance agreed beforehand with Race Management, provided that it can be proven that the tow or use of the engine has not helped the boat progress towards the finish line. As soon as the boat is racing again, solely the Skipper is aboard.
- A technical pit stop dockside in a port or in a shelter is not subject to a minimum stoppage time.
- A stop at anchor or made fast to a buoy or rafted up next to a moored boat does not count as a technical pit stop as long as the Skipper does not receive outside help during this stop.

For the Class40s and Ocean Fiftys, the minimum duration for a pit stop is 4 hours.

# 22. USE OF AUDIO-VISUAL RIGHTS

The audio-visual appendix shall be communicated no later than 30 November 2023. 14:01 hrs.

# 23. MARKETING, VISIBILITY AND COMMUNICATION RIGHTS

#### 23.1. RACE NAME

The race name is 'The Transat CIC.'

#### 23.2. MARKETING AND VISIBILITY RIGHTS

The visibility of the sponsors and partners involved in The Transat CIC is subject to the rules validated by the OA. In the event of a breach of one of the rules set out below, financial penalties may be applied by the OA.

The term 'partner' to The Transat CIC is strictly reserved for the event's partners. Solely the event's 'partner' brands are permitted public visibility with regards to the event's different venues and communication media.

The Transat CIC has put in place specific offers for the partners of the 'teams' wishing to secure additional visibility in the village and at the event more generally. Notice of Race The Transat CIC 28.

#### 23.3. COMPOSITE LOGOTYPES

The Organisation supplies each participant with a composite 'SAILING TEAM' logo.

Solely use of this logo is permitted in the teams' communication. This logo and the accompanying graphic charter can be downloaded in the newsletter accompanying the Notice of Race.





#### 23.4 TEAMS' COMMUNICATION

Use of the composite logo is strictly limited to the teams' communication. The race name and 'composite' The Transat CIC logo are solely permitted within a promotional context on the part of the teams and on the promotional tools linked to the teams and the boats.

This use is not permitted for teams' sponsors within the context of a brand advertising campaign, on marketed media and products.

Teams undertake to have the main communication elements validated, including the composite logo and the race name The Transat CIC. The Organisation undertakes to come to an agreement about these elements within 48 working hours. A lack of response will be considered to be an agreement.

#### 23.5. VISIBILITY DOCKSIDE AND IN THE VILLAGE

The visibility of the partners to the 'teams' at the start village in Lorient is governed by the following rules:

#### 23.5.1 Visibility dockside and in the village

The installation of visibility elements will be authorised by the Organisation within the scope of oneoff, specific operations organised by the teams (christening, PR operations...). Entertainment and hostess teams are not permitted to stroll about the village and fliers may not be distributed around the start village in Lorient.

#### 23.5.2 Communication banners

The boats may display communication banners branded with the names and logos of their sponsors, provided they are sent only behind the mast, with the exception of any forward sail. These advertising sails must not exceed a height of windlass greater than that of the second reef of its mainsail (except where class rules).

Il registered boats must wear Mainsail markings provided by the AO. Dimensions of these markings are specified below:

Ocean Fifty: 2,00 meters IMOCA: 3,00 meters Class40: 1,50 meters

Class Vintage: 1,50 meters

#### 23.5.3 Textiles - sale

The use of the composite Sailing Team logo is permitted on the shore teams' and Skipper's clothing but solely on the side of the shoulder.

With The Transat CIC being protected, aside from official licenced products, use of the logo and The Transat CIC name is not permitted: on clothing intended for sale, for team promotion, on 'incentive' or guest clothing and on any derivative.

#### 23.5.4 Derivatives - sale

The sale of derivatives sporting the event logo or the team composite logo is strictly forbidden.

#### 23.5.5 The official village

The Transat CIC is putting in place an offer aimed at the 'Teams' in the official village. The teams benefit from a special rate of access through this offer. Contact: Arthur HERESBACH <a href="mailto:a.heresbach@rivacom.fr">a.heresbach@rivacom.fr</a> - +33 (0)6 32 21 57 15

The organiser has appointed 'France Location' for marketing of the village in Lorient.

#### 23.5.6 Public Relations

Rivacom will be the official agency for The Transat CIC. Contact: Arthur HERESBACH <u>a.heresbach@rivacom.fr</u> - +33 (0)6 32 21 57 15

'Team' Public Relations offers dockside and at sea will be proposed. A PR catalogue will be available in early 2024. The teams will benefit from a preferential rate.

The Transat CIC is putting in place offers of visibility or general operation at the event. Contact: <a href="mailto:partenariat@ocgroup.com">partenariat@ocgroup.com</a>

#### 23.6 COMMUNICATION – DEVELOPMENT

The Transat CIC is keen to improve the overall visibility of the race and the event in terms of marketing across the different media and on the social networks.

The objective is to pool the development of the communication activities by the OA, event partners and Teams.

To achieve this, the OA is keen to be informed about the specific The Transat CIC 'marketing & communication' operations, which will be made available by the teams and their partners so as to integrate them in the overall development of the event:

- Promotion of the team in the press
- 'Media' programme
- 'Social networks' programme
- Competitions...

To facilitate these exchanges, the teams undertake to pass on to the organisation a contact reference (internal /agency) in charge of communication and marketing. This contact will contribute to the exchange of 'marketing' information.

For its part, the OA undertakes to also pass on to the Teams the information regarding the programmes designed to promote and communicate about the event and its partners. At the end of the event and after compiling all the available information, the teams will receive a complete document.

#### 23.7 APPENDICES

All the 'audio-visual' and 'marketing' appendices will be published on 30 November 2023.

# 24. RESPONSIBILITY OF THE OA, ITS PARTNERS AND THE PARTICIPANTS

24.1 Sailing is a hazardous sport and a potentially dangerous activity and anyone intending to participate in the race, whether as a participant or otherwise, does so on the basis that they accept that it is at their own risk and that they could suffer damages or loss as a consequence of such participation.

The OA and its partners are solely responsible for ensuring the event runs smoothly on a competitive level. Any other responsibility assumed by the OA can only be contractual and explicit. In particular:

- Any checks that the OA is prompted to make, either on its own initiative, or at the request
  of the International Jury or any other authority, have the sole purpose of ensuring that the
  regulations have been adhered to.
- Any watch kept on the part of the OA, especially a radio and telephone watch, shall be considered by the Skipper as optional and random, and should in no way be considered as an additional safety measure to be relied on.
- All requests made to a member of the OA shall not legally take on the responsibility of the OA unless the latter, or an officially accredited member of staff, has directly accepted responsibility. This particularly applies to various requests for help and even assistance at sea.
- 24.2 The Race is a sporting event. Any sporting dispute shall be judged in accordance with the RRS.

By entering the race, the Skipper and any other interested parties renounce recourse to all non-sporting jurisdictions for sporting disputes. No damages claim shall be taken into consideration (RRS fundamental rule 4). Consequently, the OA will not be responsible for the breach of any contract implied by common law, written or otherwise, or for negligence and will not be responsible for any loss or injury (howsoever caused and howsoever arising), breach of duty, misrepresentation or otherwise.

- 24.3 Regardless of the legal ties between the owner(s) of the boat, the operator, Team and Skipper, only the Skipper officially registered on the entry form will be considered as the valid representative in dealings with the OA.
- 24.4 Each Skipper enters the Race at their own risk and fully accepts responsibility in deciding to participate. It is the sole responsibility of each Skipper to decide whether to participate in the Race with regards to the individual's competence, the condition of the boat and its rig, the weather conditions expected or encountered during the Race and their level of fitness and health.

Any advice or information provided by the OA, such as a weather report or advice following inspection of the boat, is for information purposes only and it is the sole responsibility of each Skipper to check the likely weather conditions and their equipment. The OA for the race does not accept any responsibility in relation to such advice or information that they may provide. (RRS Fundamental Rule No.3.).

24.5 The owners, operators or Skippers are each personally responsible for all material damage and human accidents that may occur either to themselves, the boats or to a third party or to the property of a third party. It is their responsibility to obtain adequate and proper insurance cover whether it be in relation to any injury, loss, damages or otherwise. It is also a requirement of each Skipper to bring a certificate for these insurances and any exclusions and indemnities to the attention of any third party whom they involve in any way in relation to the Race or associated events.

In particular, the Skipper is responsible with regards to the OA for taking out all the necessary insurance for a minimum of 3-million Euros third party liability. They shall provide a written statement to the Race organisation prior to the boat's arrival in Lorient. Failure to do so, will result in the Skipper not being permitted to take the start of the race and the boat's entry fee will

be retained by the OA for the race.

The absence of third-party insurance will under no circumstances become the responsibility of the OA or its partners.

- 24.6 A fundamental term of their participation shall be that the operator and/or owner of the boat and the Skipper shall lodge with the OA the duly signed waiver form giving up all claims against the OA, its representatives and agents, as well as the insurers. The OA will not be liable for any actual or alleged loss, howsoever arising, suffered by any party, whether it be a Skipper, operator, owner, sponsor or other, and such total exclusion of liability will not be limited to loss of profits, opportunity, business, advertising, reputation (or an opportunity to enhance one's reputation) or any sort of financial loss.
- 24.7 The OA shall have no liability whether it be to any entrant in the Race or otherwise for any actual or construed loss, damage or expenses arising as a result of any cause beyond their reasonable control, including (without limitation) any natural disaster, war, military operation, accident, breakdown of plant or machinery, riot, abnormally inclement weather, earthquake, tidal waves, fire, flood, hurricane, tornado, drought, explosion, lightning strike, lockout, trade dispute or labour disturbance, the act or omission of or refusal of any licence or permit by any government, national or international sailing authority, highway authority, telecommunications operator or delay in the provision, manufacture, production or supply by third parties of any information, goods or services.
- 24.8 The OA for the Race will not be required to mount any rescue operation whether it be from land or sea and Skippers are reminded of the obligation to give all possible help at sea to any other boat or Skippers in danger (RRS Fundamental Rule 1.1), insofar as they are able, a rescue and help at sea being governed by the international conventions in force.
- 24.9 The OA, in consultation with the Teams, shall retain control and have priority over managing the communication of facts arising from any incidents or accidents occurring aboard the boats and in the race. A compulsory meeting will be organised on the day of the press conference with the manager of each participating boat to confirm the procedures for monitoring and communication imposed by the OA in the event of an incident or accident.
- 24.10It is understood that all the Skippers and any person involved in the Race will take heed of the exclusions and indemnities. No start shall be permitted until the Skipper, the operator (if different) and all the Skipper's partners have signed and returned to the OA a written certificate furnished by the latter, at least 5 days before the start of the Race, stating that:
  - The Skipper acknowledges that they have read and understood the provisions of the Notice of Race and any other official document, including the risks and dangers associated with the Race. They agree to have properly taken into account whole-life and other insurances related to their needs (whether to their dependents or others) and the Skipper shall have adequate cover in terms of insurance in the case of accidents/death throughout the duration of the Race.
  - The Skipper acknowledges that they have purchased and will maintain up to one month
    after completing the course (or retiring from the race), an adequate insurance policy,
    including insurance to cover the risks and responsibilities to third parties for a minimum
    amount at least equal to the international conventions in force.
  - The Skipper, the operator (if different), and the partners involved agree that it is reasonable that the OA for the Race, and all those involved in the organisation, deny any liability up to the maximum amount allowed by law and that they are protected against any claim whatsoever.

# 25. PREVENTION OF VIOLENCE AND INCIVILITY

The FFVoile highlights the fact that sporting events are first and foremost a space for exchange and sharing, open and accessible to one and all.

As such, competitors and those persons accompanying them are asked to behave in a courteous and respectful manner at all times, both on land and on the water, irrespective of the origin, gender or sexual orientation of the other participants.

# 26. CONTACTS

#### General organisation:

Marion Olivier: Project Manager <u>marion.olivier@ocsport.com</u>
 Joseph Bizard: CEO <u>marion.olivier@ocsport.com</u>
 joseph.bizard@ocsport.com

## **Race Management:**

<ul> <li>Francis Le Goff, Race Director</li> <li>Yann Chateau, Deputy RD</li> </ul>	francis.legoff@ocsport.com yann.chateau@ocsport.com	+33 (0)6 85 13 95 45 +33 (0)6 60 52 07 37
<ul> <li>Guillaume Evrard, Deputy RD</li> <li>Amélie Juvien, Assistant RD</li> </ul>	guillaume.evrard@ocsport.com inscription@ocsport.com	+33 (0)6 60 52 07 37 +33 (0)6 72 64 69 81 +33 (0)7 66 71 91 10

# 27. PERSONAL DATA

- 27.1 OC Sport Pen Duick undertakes to comply with the applicable regulations and in particular the European provisions and regulations applicable to the protection of personal data for which it is responsible, notably Regulation (EU) No.2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the French 'Loi informatique et libertés' No.78-17 of 6 January 1978 as amended and/or any regulations which replace them, as well as any European regulations and all the recommendations, deliberations and other standards enacted by the CNIL (French data protection watchdog).
- 27.2 OC Sport Pen Duick, which is in charge of the data processing, will be required as OA to process the personal data of the Skippers, Replacement skippers and members of their Team. Personal data is a prerequisite for entry and participation in the Race (fulfilment of the contract). OC Sport Pen Duick will indicate the collection of personal data which is compulsory and optional on each medium.

Any processing of personal data is notably collected for the following purposes:

- Receiving, recording and monitoring the Race's applicants (fulfilment of the contract);
- Proceeding with registration and following up registrations (fulfilment of the contract);
- Following up any withdrawals, cancellations and reimbursements (fulfilment of the contract);
- Following up the Replacement skippers (fulfilment of the contract);
- Emailing information relating to the Race (of legitimate interest to OC Sport Pen Duick to ensure the Race runs smoothly);
- Market development emailing and/or sending of data to partners, service providers and suppliers for market development purposes (consent);
- Contact in the event of an emergency, practical information, media information (of legitimate interest to OC Sport Pen Duick to ensure the smooth running of the Race);
- Passing on contact details to the partners, service providers and suppliers to ensure the

smooth running of the Race (fulfilment of the contract).

- **27.3** The personal data will be accessible by OC Sport Pen Duick. The data may be sent on to the following partners, service providers and suppliers for processing the market development and, if you have agreed to it:
  - All the Race partners, service providers and suppliers, available at the following address: <a href="https://www.thetransat.com/fr/partners">https://www.thetransat.com/fr/partners</a>;
  - Rivacom Event (official public relations agency);
  - Rivacom (village marketing agency).

In the event that data is transferred for market development purposes, OC Sport Pen Duick is responsible for obtaining consent prior to the transfer of personal data. The partners, service providers and suppliers are individually responsible for use of the data transferred by OC Sport Pen Duick. OC Sport Pen Duick, its partners, service providers and suppliers are not jointly responsible for processing the data.

- **27.4** Personal data will be accessible via OC Sport Pen Duick. The data can be sent to the following partners, service providers and suppliers for processing data to ensure the smooth running of the Race:
  - · The Race Director:
  - The official communication agency and the press relations agency;
  - · Marine service provider.
- **27.5** OC SPORT PEN DUICK will keep hold of the proof of consent by the person concerned for the transfer of data for market development purposes for a period of 5 years.
  - The personal data is retained throughout the duration of the Race, to which are added the periods of retention linked to legal obligations.
- **27.6** OC Sport Pen Duick undertakes to implement all the technical and organisational measures required to ensure the security of personal data. OC Sport Pen Duick does not transfer personal data outside the European Union.
- 27.7 In accordance with the GDPR, Skippers, Replacement skippers and members of their Team have a right to access, to withdraw consent where processing is based on consent, to rectification, deletion, opposition, portability and limitation. These rights may be exercised at the following address rgpd@ocsport.com.
  - Should you believe, having contacted us, that your rights have not been respected, you can file a complaint with the CNIL.
- **27.8** The processing of personal data relating to managing penalties, ranking, trophies and prizes, which are respectively referred to in articles 15, 16 and 17 of this document, is done by the Race Director.
- **27.9** The processing of personal data relating to the medical report referred to in article 1.4 of this document, is done by the medical consultant. The Skippers, Replacement skippers or their Team must not send this information to OC Sport Pen Duick.

**27.10**These GDPR clauses may be added to future Appendices.

# 28. APPLICABLE LAW AND DISPUTES

- **28.1** This Notice of Race is governed by French law.
- 28.2 In the event of a dispute relating to the formation, performance, cancellation and interpretation of this contract, the parties appoint the Commercial Court of Lorient to have sole jurisdiction to settle their dispute, even in the event of multiple defendants, third party claim or interim ruling.

# 29 APPENDIX – SUMMARY OF RESOURCES IN PLACE

THE TRANSAT CIC	PC COURSE	LORIENT	EN COURSE	NEW YORK
Newsletter Team	<b>Ø</b>	<b>②</b>	<b>②</b>	<b>Ø</b>
Accueil dans les bureaux de l'équipe organisation à Lorient et sur l'événement	•	<b>②</b>	<b>②</b>	<b>()</b>
Équipe direction de course en veille 24h/24	<b>Ø</b>		<b>②</b>	<b>②</b>
Équipe communication, production vidéo et photo dédiée	<b>Ø</b>	<b>Ø</b>	<b>②</b>	<b>②</b>
Serveur média avec photo, vidéo, CP	<b>②</b>	<b>②</b>	<b>S</b>	<b>Ø</b>
Accueil des bateaux du 19 avril au 28 avril		<b>(</b>		
Accès privilégié à l'espace partenaires		<b>S</b>		
Mise à disposition d'un tracker et d'une cartographie en direct pour suivre la position du bateau		•	<b>②</b>	<b>②</b>
Zone technique gardinennée avec accès véhicule technique & container		<b>Ø</b>		<b>②</b>
Centre presse pour attachées de presse et journalistes		<b>②</b>		<b>②</b>
Une soirée officielle		<b>Ø</b>		<b>Ø</b>
Accueil des bateaux pour 48h				<b>Ø</b>

# 30 APPENDIX - REGISTRATION PROCESS SUMMARY DIAGRAM

