



MARKETING & COMMUNICATION

ANNEX

New York Vendée 2024

Includes Amendment 1 to the annex as of 18th of Septemb2023

xPreamble.....	6
I – Definitions	7
A – The “New York Vendée period”	7
B – New York Vendée partners.....	7
C – The Participant.....	8
D – Other definitions	8
E - Official language	8
II – Context and issues.....	9
A – Founding principles and values of the Race	9
B – Collaboration between the Organising Authority and the Participants.....	9
C – Principles of collaboration in relation to images of the New York Vendée and its iconographic assets	10
III – General obligations of the Organiser	11
A – General	11
B – Communication providers	12
1) Audiovisual Service Provider	13
2) Photography Service Provider	13
3) Multimedia service provider (digital asset management)	13
4) Press relations and Influencer service provider	13
5) Editorial and Digital service provider.....	14
6) Mapping and Classification service provider	14
C – Official virtual game.....	15
D – Crisis communication	15
E – Technological innovations	15
1) Ektacom solution Nomade Sails VG2024.....	15
2) Drone autopilot.....	15
IV – General obligations of Participants.....	16
A – Communication with the Organising Authority	16
1) Skipper area on the website: www.registrations.saemvendee.org	16
2) Communication contacts	16
3) Notifying the Organising Authority of marketing and communication operations	16
B – Skipper involvement in Race public relations	17
C – Communication equipment on board	17
1) Equipment on board the IMOCA	17
2) Testing the filming channel.....	18
D – Organising Authority brandings / IMOCA rules.....	19

1) General.....	19
2) OBLIGATORY branding.....	20
3) OPTIONAL branding.....	21
4) IMOCA branding.....	21
E – Media relations.....	21
F – Pre-race image bank.....	22
1) Pre-race photos and videos.....	22
a) Organising Authority requirements in terms of pre-race images.....	22
b) Terms for taking and transmitting pre-race images.....	22
2) Pre-race visuals.....	24
G – Communication about the Participant.....	26
1) General rules.....	26
2) Participants’ digital communication.....	27
3) Generic advertising of Participant sponsors.....	28
4) Visibility of Villages and Pontoons.....	29
5) Skipper withdrawal, non-selection, disqualification or retirement.....	29
V – Day of the Liberty Race.....	30
VI – Start day.....	30
A – General.....	30
B - Protocol for the day.....	31
C- Participants’ digital communication.....	31
D – On board the IMOCA.....	31
1) Embarkation of media & PR people.....	31
2) Activation of Ektacom links.....	31
VII – During the Race.....	32
A – Race image bank.....	32
1) Organising Authority requirements in terms of race images.....	32
2) Terms for producing, transmitting and selecting race images.....	32
A) Terms for producing race images.....	32
b) Terms for transmitting race images.....	33
c) Terms for selecting race images.....	34
B – Live videos & audio.....	34
C – Texts.....	35
VIII – Day of Arrival.....	36
A – General.....	36

1) Winner's arrival.....	36
2) Arrival of other skippers	36
B– Protocol for the day.....	36
C- Participants’ digital communication.....	37
D – On board the IMOCA.....	37
1) Embarking the Organising Authority's communication teams.....	37
2) Activation of Ektacom links.....	37
3) Promotion of attributes related to finishing the New York Vendée	37
E – Post-race transmission of unsent race and post-race images.....	37
VIII – Exploitation rights and images of the New York Vendée	38
A – Exploitation rights of SAEM Vendée.....	38
1) Rights of the Organising Authority	38
2) Marks of the Organising Authority	39
B – New York Vendée images	40
1) Skipper’s image rights.....	40
2) Legal nature of pre-race images transferred by way of entry fees	41
3) Legal nature of race images transferred by way of entry fees.....	42
4) Legal nature of unsent post-race: images forwarded to the Organising Authority	42
C – Use of the exploitation and image rights for the Vendée Globe	42
1) General principles	42
2) Payment in kind of entry fees - Notice of Race rules	43
3) Usage and exploitation licences in favour of the Organising Authority.....	45
4) Usage and exploitation licences in favour of the Participant.....	46
D – Charter for use of distinctive signs of the Vendée Globe	48
1) General rules for use by Participants.....	48
2) Specific rules on use: Participant merchandising and Skipper apparel.....	49
a) Participant merchandising	49
b) Skipper apparel	50
E - Derivative products / Merchandising of the Organising Authority.....	50
1) With content from the Organising Authority’s image bank	50
a) Exploitation of images by the Organising Authority:	50
b) Exploitation of images by partners of the Organising Authority:.....	51
2) With content from the Participant’s image bank granted to the Organising Authority	51
a) Exploitation of images by the Organising Authority:	52
b) Exploitation of images by partners of the Organising Authority:.....	52

IX – Schedule of financial and/or sports penalties..... 52

X – General provisions..... 52

 A – Titles and numbering..... 52

 B – Non-waiver 53

 C – Partial non-validity..... 53

 D – Appendices and additional clauses 53

 E – Joint and several liability..... 53

 F– Address for service..... 53

 G – Applicable law and competence 53

Appendix 1 - Master drawing for OBLIGATORY brandings on IMOCA boats..... 55

Appendix 2 - Master drawing for OPTIONAL brandings on IMOCA boats 56

Preamble

The Vendée Globe, an around-the-world solo yacht race, has a special place in the world of sailing competitions and is a major sailing event. This unique race has been the stuff of legends since 1989. Each competitor goes on an extraordinary human adventure, in direct contact with nature, on boats using the most advanced technology.

The Vendée Globe is today the greatest sailing race around the world, solo, non-stop and without assistance. The event followed on from the Golden Globe which, in 1968, initiated the first circumnavigation of this kind via the Cape of Good Hope, Cape Leeuwin and Cape Horn. Twenty years later, following his double victory in the BOC Challenge (a round-the-world single-handed yacht race, sailed in stages), skipper Philippe Jeantot suggested a new round-the-world solo yacht race – this time non-stop. The Vendée Globe was born. On 26 November 1989, thirteen sailors set off on the inaugural race, which was to last three months. Only seven returned to Les Sables d'Olonne. The nine editions of what has since become widely known as the Everest of the Seas (registered trademark) have seen 200 competitors take to the seas in this extraordinary race. Only 114 have managed to cross the finish line. The tenth Vendée Globe will set off from Les Sables d'Olonne on 10 November 2024.

With more than 224,000 media clippings – worth an estimated €373m in advertising value equivalency – brand awareness in excess of 95% and exceptional impact on digital platforms, the 2020-2021 edition reinforced its status as an iconic sporting event. Followers doubled to almost one million, newsletter subscriptions rose threefold, the number of virtual players more than doubled to over one million and website visitors rose about 30%.

This edition of the race also confirmed its appeal to an increasingly international audience.

On the back of this ninth edition, SAEM Vendée has stated its intention to develop the Vendée Globe brand and raise its profile between editions while reinforcing its international dimension.

This is why, in addition to the Vendée Globe, SAEM Vendée is organising the first and last qualifying heat for the Vendée Globe 2024:

- June 2022: “Vendée Arctique – Les Sables d’Olonne”(VALS LSD)
- June 2024: “New York Vendée – Les Sables d’Olonne”(NYV LSD)

The New York Vendée – Les Sables d’Olonne is a non-stop single-handed transatlantic yacht race exclusively for IMOCA boats.

This race is the last qualifying and selection race for skippers hoping to be at the starting line of the next Vendée Globe in 2024.

The boats will set off from New York on 29 May 2024 on a demanding course and are expected to arrive in Les Sables d’Olonne in the Vendée region (France) roughly ten days later.

The final selection of participants in the Vendée Globe will be determined after this race.

A village will be open at Les Sables d'Olonne from the first arrival until 9 June 2024, the date of the prize-giving ceremony.

SAEM Vendée, a semi-public company, owns the New York Vendée brand and, as the organiser of the yacht race of the same name, is the owner of the exploitation rights of this competition under articles L.333-1 et seq. of the French Sports Code. The President of SAEM Vendée is the department of Vendée, represented by the current President of that department.

To safeguard the sustainability of the race, SAEM Vendée, as the Organising Authority, has set up a programme of partnerships to maintain optimal levels of organisation and ensure the longevity of its competitions.

To accompany this programme, SAEM Vendée has drawn up marketing & communication regulations (Annex to the Notice of Race) to provide participants, partners and its own organisation with a clear, comprehensible and coherent framework.

More specifically, the purpose of these regulations is to offer a maximum of marketing opportunities to participants while ensuring preservation of the iconographic assets of the Race, protecting the rights of the Organising Authority and its partners by clarifying:

- The rights and obligations of applicants and registered participants in the NYV LSD;
- Use of the image of participants by the Organising Authority and its partners;
- Use of NYV LSD images and property by participants.

Any official application to take part in the NYV LSD implies acceptance of and adherence to all the rules by the participant as set out in this Annex.

I – Definitions

A – The “New York Vendée period”

For the purposes of this Annex, the “NYV LSD period” means the period between the closure of official applications to take part in the NYV LSD on **8 January** and the end of the event 20 days after the Prize-Giving Ceremony, which will take place on Sunday, **9 June 2024**.

B – New York Vendée partners

For the purposes of this Annex, “**New York Vendée Partners**” are understood to be natural persons and legal entities that have entered into a partnership, sponsorship or patronage agreement with the Organiser of the New York Vendée.

C – The Participant

A Participant will be comprised of several entities:

- **Skipper**
- **Deputy skipper where appropriate**
- **Team manager** – the contact person for:
 - The Organising Authority for all matters relating to race organisation
 - Race Management for all sailing, sporting and/or safety issues, replacing the Skipper where necessary
 - Judges for sporting and regulatory issues
- **Sponsors:** all financial, logistics and/or technical partners of the Skipper/boat
- **Shore team:** all persons working on shore for the Skipper and his/her boat, before, during and after the race. It is represented by the Team Manager.
- **Communication contact:** Contact point for communication requests for the Organising Authority
- **Multimedia contact:** Permanent contact person for the Organising Authority on audiovisual issues. During the race, s/he will be responsible and available on call for validating on receipt videos and photographs sent by the Skipper prior to distribution and broadcast. S/he may be assisted by one or more deputies.
- **Crisis communication contact:** Contact for the Organising Authority in the event of a crisis
- **Press contact:** Contact point for press requests for the Organising Authority and **media contacting the Organising Authority**
- **Digital contact:** Contact point for requests relating to the Skipper’s digital platforms (website, social media, etc.)

This definition of Participant is directly related to the definition of Participant on page 3 of the Notice of Race. In the event of any contradiction between these definitions, the definition in the Notice of Race and/or its additional clauses shall prevail.

D – Other definitions

For the purposes of this Annex, the following definitions and abbreviations apply as laid down in the Notice of Race and/or its additional clauses.

E - Official language

The official language of the race is French. The Organising Authority will make an English version of this document available to Participants. In the event of any contradiction in the translation, the French text shall prevail.

II – Context and issues

A – Founding principles and values of the Race

The NYV LSD incorporates the fundamentals of the Vendée Globe, offering an equally simple concept: a skipper, a boat, a transatlantic yacht race from New York to Les Sables d’Olonne in the Vendée region as quickly as possible, non-stop and without assistance.

The NYV LSD is both an international sporting event and a human adventure. The skipper is in competition with the other participants but must also confront his or her own limitations.

The NYV LSD attracts high-level sportspeople who are some of the biggest names in transatlantic sailing but remains open to adventurers taking part in preparation for the challenge of a lifetime.

Inextricably linked to the department of Vendée, the NYV LSD is and will remain a public good.

While retaining the stuff of dreams and imagination, the Organising Authority must also give everyone the means to follow, share, understand and analyse the course of the event and the performance of the sailors as they wish, regardless of age, knowledge of sailing, familiarity with new technologies or geographical origin.

Access to the NYV LSD village is and will remain free of charge.

There is no media exclusivity to ensure that as many as possible can follow the event.

Volunteers are and will remain at the heart of its organisation.

Raising awareness among the younger generations about the need to protect the oceans and respect the environment, and transmitting values such as personal achievement and solidarity are core principles of the NYV LSD.

The Organising Authority is responsible for upholding the spirit of the race, its values and its history.

B – Collaboration between the Organising Authority and the Participants

The NYV LSD is indistinguishable from the skippers who write its history race after race and who have been part of its success and its promotion from the very start.

The race is by nature closely linked to the commitment and support of the Organising Authority’s partners and of the sponsors, whether large groups or SMEs, which support the skippers and their teams in their attempts to circumnavigate the world.

The NYV LSD owes its success to fruitful collaboration between its various stakeholders, i.e. the Organising Authority, its partners, the skippers and their sponsors and their respective investment in pursuit of a common goal: to raise the profile of the race among as many people as possible.

The Organising Authority is responsible for safeguarding the exclusivity of the story and history of the NYV LSD, while Participants tell their own individual stories of the race.

The purpose of this document is to offer maximum opportunity to all stakeholders while ensuring a framework so that the rights and duties of all are clearly established and shared by all with due respect for the race values.

The Organising Authority and the Participant have agreed to concede rights of association to each other and to transfer certain usage rights under the terms of this Annex in order to promote the race and the Participant's participation in the race.

C – Principles of collaboration in relation to images of the New York Vendée and its iconographic assets

Visual and audiovisual content (photographs, videos, sound recordings, etc.) taken during the race (i.e. images taken before during and after in relation to the NYV LSD) comes under one of the following categories:

- **Private images:** This category includes all visual and audiovisual content relating to the private circle of the skipper as an individual. This content must remain within a purely private framework (family and friends) and must not be used in the media or for commercial purposes.
- **Pre-race images as payment in kind of entry fees:** This category includes pre-race images provided by each Participant as payment in kind of their fixed entry fees under the terms of Article 7 of the Notice of Race. In accordance with Article 7.2 of the Notice of Race, these images are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants a usage licence to the Participant concerned.
- **Participant pre-race images:** This category includes pre-race images taken by the Participant other than those provided to the Organising Authority as payment in kind of entry fees. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Race images in lieu of entry fees:** This category includes race images provided by each Participant as payment in kind of their variable entry fees as provided for under Article 7 of the Notice of Race. These images will be selected by the Organising Authority in a process described later in this Annex. In accordance with Article 7.2 of the Notice of Race, these images are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants a usage licence to the Participant concerned.
- **Participant race images:** This category includes race images taken by the Participant, transmitted to the Organising Authority, approved by the Organising Authority and the Participant according to the process described later in this Annex but not selected by the Organising Authority as payment in kind of entry fees. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Organising Authority images:** This category includes all visual and audiovisual content produced by the Organising Authority before the race and at race start and finishes. These images remain the property of the Organising Authority, which nonetheless grants each Participant a licence to use them.

- **Participant post-race images:** This category includes race images taken by the Participant but not transmitted to the Organising Authority **during the race**. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Post-race images in lieu of entry fees:** This category includes race images taken by the Participant but not transmitted to the Organising Authority **during the race**, provided after the race by each Participant as payment in kind of their variable entry fees as provided for under Article 7 of the Notice of Race. These images will be selected by the Organising Authority in a process described later in this Annex. In accordance with Article 7.2 of the Notice of Race, the images selected are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants a usage licence to the Participant concerned.

III – General obligations of the Organiser

A – General

The Organising Authority is pursuing its strategy of maximum exposure of images for races in France and abroad (photos, videos, graphic creations, drawings, etc.) which includes those from the New York Vendée.

In order to do so, it continues to work on the basis of mainly **non-exclusive** distribution in order to:

- Provide the general public with the most extensive media coverage possible of the race and its skippers;
- Enable all participants and the Organising Authority to avail of audiovisual coverage in keeping with their respective commitments.

With this in mind, the participant will take part in the promotion and development of the race and will forward all items (texts, photos, visuals, audio recordings, videos, etc.) necessary to develop communication media for the race (media guide, website, mobile applications, social networks, films, etc.). These items must be forwarded within the timeframes laid down by the Organising Authority and must be usable free of copyright. They must be free to use by the Organising Authority as provided for herein.

Under the terms hereunder, the Participant can benefit from the resources implemented by the Organising Authority, which benefits in turn from the Participant's undertaking in terms of equipment, telecommunications and the sharing of information in particular. The parties have a common interest in ensuring maximum media exposure.

The Organising Authority will therefore notify the communication contact of each Participant if it enters into any significant media agreement concluded in relation to the race.

B – Communication providers

The Organising Authority has appointed the following in accordance with public procurement rules:

- Audiovisual service providers **NEFSEA** and **ASO** to supply technical services involving the production, distribution and optimisation of audiovisual broadcasts in France and abroad.
 - Contact person: Erwan Riquier - erwan@seaevents.tv

- The **Digital Asset Management (DAM)** service provider **HB PROD** to set up a multimedia server for storing all content (photos, videos, sound, press content, graphic identity, etc.) produced by the Organising Authority and submitted by participants, for transferring to accredited media and for use by the Organising Authority and the participants;
 - Contact person: Hervé Borde: hborde@hbprod.fr

- The company **COM'OVER** as **Press Relations and Influencer** service provider to manage relations with influencers and the media and to maximise the impact of the event;
 - Contact person: Audrey Tort - media@vendee globe.fr

- The company **ADDVISO** as **Editorial, Digital and Web** service provider to manage and plan editorial policy, write content and curate the digital media for the event.
 - Contact person: Vincent Esnaud - vesnaud@addviso.com

- The company **GÉOVOILE** as **Mapping and Classification** service provider to create maps of the race and rank competitors using spatial data from on-board positioning markers throughout the race.
 - Contact person: Yann Groleau - yann@geovoile.com

The names and contact details for other communication providers will be communicated by information note and/or by way of subsequent amendment to this Notice of Race.

These service providers will perform their respective tasks as part of non-exclusive and impartial media coverage in order to promote the race, the participants, institutional and private partners, and the sponsors.

1) Audiovisual Service Provider

The audiovisual service provider appointed by the Organising Authority will set up broadcast and/or co-production agreements with national and international media to optimise audiovisual broadcasts before, during and after the race.

It will in particular produce various items, programmes and shows for audiovisual media up until the prize-giving ceremony.

2) Photography Service Provider

In order to publicise the NYV LSD, the Organising Authority must have access to photographs of the event for its institutional and private partners and suppliers and for the media. The Organising Authority will appoint a specialised photography agency to take these photographs.

The photography service provider appointed by the Organising Authority will be in charge of taking photographs of the event, the villages, the start and the finishes.

The photo service provider will also be in charge of taking receipt of files supplied by participants, both before and throughout the race.

The photography service provider appointed by the Organising Authority will contact the Skippers to schedule meeting times to take “official” images.

Skippers undertake to make themselves available for photo sessions to allow the Organising Authority’s official photographers to take the images necessary to publicise the race.

3) Multimedia service provider (digital asset management)

The secure multimedia server for transferring and distributing media (photos, videos, sound, press content, graphic identity of Vendée Globe, Archives, etc.) implemented by the Organising Authority is an optimised version of the one implemented in the Vendée Globe in 2020. Each Participant uploads their audiovisual content to make it available to the Organising Authority and submit it for approval as provided for in this Annex.

Personalised access rights to this multimedia server will be provided to Participants via their Multimedia Contacts.

This means that Participants will have access to the multimedia server to transfer audiovisual content taken by them in accordance with the requirements laid down in this Annex and may also use the images produced by the Organising Authority in line with the same requirements.

4) Press relations and Influencer service provider

The Press and Influencer Relations service provider appointed by the Organising Authority will be in charge of relations with the media and influencers to maximise the impact and media coverage of the event.

S/he will also make contact with the Participant's Press Contact to maximise the impact and media coverage of the event.

5) Editorial and Digital service provider

The Editorial & Digital service provider appointed by the Organising Authority will produce content for the Organising Authority's communication media.

List of media (non-exhaustive):

- Official website for the event;
- Official newsletter;
- Official Facebook page for the event;
- Official LinkedIn page for the event;
- Official French Twitter account for the event;
- Official English Twitter account for the event;
- Official Tik Tok account for the event;
- Official Instagram account for the event;
- Official YouTube channel for the event;

The editorial and digital means used by the Organising Authority will be detailed in good time and in any event before the race starts.

6) Mapping and Classification service provider

The Mapping and Classification service provider will be in charge of creating maps of the race and of ranking competitors using spatial data from on-board positioning markers throughout the race.

For the NYV LSD 2024, the Organising Authority plans to **draw up rankings and report locations every hour without interruption (no blackout at night)**.

During the **start and finish phases**, within a **radius of 50 NM**, and potentially when boats pass waypoints where applicable, positioning and rankings will be updated **every 5 minutes**.

The timings for broadcasting rankings are subject to change and will be approved in good time and in any event before the race starts.

C – Official virtual game

For an event of this scale followed by millions of spectators, the Organising Authority and Virtual Regatta have made available a virtual game whereby anyone can “take part” in the race.

Participants and partners are informed that an exclusivity agreement has been entered into with the company Virtual Regatta for the production, organisation and exploitation of any and all virtual yacht-racing games, including gaming activations of the NYV LSD race and both participants and partners undertake to abide by this agreement.

The virtual game will be available in both French and English on the website www.virtualregatta.com.

The Organising Authority strongly encourages each Participant to take part in official races to enhance the appeal of the game to the general public.

Virtual Regatta will offer personalised game activation packages to all Participants and other stakeholders in good time.

D – Crisis communication

The Organising Authority undertakes to set up a crisis communication process with a direct link to race management, its communication service providers and the Participants.

The Organising Authority will share this process with all Participants and other stakeholders in good time and in any case before the race starts.

E – Technological innovations

1) Ektacom solution Nomade Sails VG2024

To optimise on-board communication for Participants, the Organising Authority has invested in the company Ektacom to enhance the Nomade Access solution developed during the previous edition of the Vendée Globe, adding new functionalities such as file recording, compression and data transfer.

The Organising Authority is making a financial contribution to the cost of developing this “Nomade Sails VG2024” solution and will make it accessible to the entire fleet.

This **solution is mandatory highly recommended for the Vendée Globe 2024 and also for the NYV LSD** in order to test it in real conditions and make any final adjustments before the solo yacht race.

2) Drone autopilot

In 2019, the Organising Authority launched a request for innovative proposals to develop an autonomous drone solution to offer Participants a drone solution that can take off from and land on an IMOCA, taking pre-defined video images with as little intervention as possible on the part of the Skipper and while ensuring his or her safety and that of the IMOCA.

The company Squadrone System won this request for proposals but development for the last edition was stalled due to the health situation.

The Organising Authority has now resumed work on this innovative project, investing in Squadrone System to offer a viable solution that is affordable for most Participants in the Vendée Globe.

The Organising Authority will share this project with all Participants and other stakeholders for the NYV LSD.

IV – General obligations of Participants

A – Communication with the Organising Authority

1) Skipper area on the website: www.registrations.saemvendee.org

The Organising Authority has invested in the development of a new platform to streamline management of applications and registrations in its races while enhancing protection of participants' data. The platform will be the same for the Vendée Arctique, the New York Vendée and the Vendée Globe races, saving participants time inputting data.

This space is accessible from the website www.newyorkvendee.org.

This space is used to make an official registration. Each Participant must fill in all information requested in their personal area. All Participant contacts must be listed in this personal area. Any change in the Participant's contact details must be immediately entered directly in this area.

The Organising Authority will only take account of contacts entered in this area for communicating with Participants.

2) Communication contacts

Once Participants are officially registered, they must list a communication contact in their personal area and provide his or her contact details. This contact can be changed throughout the NYV LSD period, but any change must be made in the Participant's personal area in order to be taken into account.

Depending on the size of their teams, Participants can list different contacts for each communication position or the same contact for several positions. Participants can list one or more deputies for each position so that they can structure their teams as they see fit. Note that non-registered contacts will not receive communications from the Organising Authority.

The points of contact to mention are those of the Participant (see Preamble to Notice of Race The Participant).

3) Notifying the Organising Authority of marketing and communication operations

The Organising Authority must be notified prior to any specific internal or external marketing or communication operations (promotional, advertising, documentary, artistic, commercial, media, etc.).

B – Skipper involvement in Race public relations

The Skipper undertakes to take part in all the Organising Authority's official events and public relations operations and to comply with the schedule and with the obligations set out in the Annex “Obligations” to the Notice of Race provided on pain of penalties.

Unless otherwise specified by the Organising Authority, the travel, catering and accommodation costs for these events will be borne by the Participant.

C – Communication equipment on board

1) Equipment on board the IMOCA

Participants must have the following on board the boat registered for the race and in working order.

For transmitting data via satellite:

- An Iridium Certus antenna enabling video images and sound to be sent in “file” mode and in live mode using the boat’s maximum satellite transmission capacities;
- The Organising Authority strongly recommends that all Participants have an Inmarsat Fleet 250 (or Fleet 500) for sending video images and sounds in “file” mode and live mode using the boat’s maximum back-up data capacities.

For capturing images on board:

- One latest generation waterproof smartphone: the main source for taking shots and sound;
- A spare waterproof mobile HD camera (1080p) that can be set up outdoors (i.e. outside the cockpit or roof): a backup waterproof smartphone or action camera can be used;
- A fixed HD CCTV-type exterior camera (1080p) that supports the RTSP protocol and that can be used as a spare camera for live feed and as a video source for the race start and finish;
- The Organising Authority recommends using cameras that comply with IP 67 and IK09 constraints. Water-tightness and shock resistance can be ensured by Participants’ research teams. This device can use a native IP camera or cameras connected to an RTSP-compatible compression device;
- At least one watertight mobile digital camera or a device that has a digital photo function (a watertight smartphone can be used for this);
- The Organising Authority recommends that all Participants pay particular attention to their audio equipment and that they contact the Organising Authority for recommendations;
- The Organising Authority requires Participants to have a backup cable for Bluetooth recording equipment if this mode is used for capture.

For on-board networks:

- A Wi-Fi hotspot providing internet access via on-board satellite links. The above-mentioned smartphone can connect to this. Wi-Fi coverage must include the cabin, the area under the casquette and part of the deck;
- The organisation recommends using equipment to deploy Wi-Fi antennae to ensure better coverage for the cabin, the casquette and the deck.

For media exchanges with the organisation:

- **Ektacom Nomade Sails VG2024** (see Art. III E - 1) or equivalent solution (reliability must be demonstrated);
 - Participants should contact Ektacom’s commercial and technical department for help setting up the Ektacom Nomade Sails VG2024 solution on their boat. It is not necessary for an Ektacom technician to be present on board the boat (downloadable software / hotline available).
 - Participants must inform the Organising Authority once the solution is set up and operational, which must be done no later than two **(2) weeks before the start of the New York Vendée 2024 race**.
 - Failure to install a high-performance live video interview solution may give rise to a financial penalty (see Notice of Race ANNEX “FINANCIAL PENALTIES”).
 - Your contact at Ektacom:
Erwann RENAN - support.nomade@ektacom.com - Tel: +33 (0)6 13 57 04 36.
- If an equivalent solution is chosen instead of Ektacom, this must include mobile applications providing the following services:
 - Live duplex via satellite with the Organising Authority and the main TV studios using several cameras on the fly;
 - Audio sessions via satellite with the Organising Authority;
 - Audio/video recording with editing on the fly (multi-camera recording);
 - Compression and transmission via satellite of multimedia data in the exploitation format required by the Organising Authority;
- Each Participant must also have a “Skype” type solution as a backup.

The equipment listed in this article is subject to change before the race starts. The Organising Authority will integrate these modifications via amendment where appropriate.

2) Testing the filming channel

Once officially registered, Participants may contact the Organising Authority's audiovisual service provider to test the final channel for filming, editing and transmitting on-board video images, as well as the live video system including quality sound links.

Participants must perform these tests no later than two (2) weeks before the NYV LSD race starts.

This final channel for filming, editing and transmitting on-board video images and video-conferencing system must be validated by the Organising Authority before the start of the race.

Contact NEFSEA Production: [Fred Olivier / 06 22 54 18 35 / fred.olivier@seaevents.tv](mailto:fred.olivier@seaevents.tv)

Failure to validate this definitive video image filming, editing and transmission channel by the Organising Authority when the skipper is sailing solo will automatically give rise to a financial penalty (see Notice of Race ANNEX "FINANCIAL PENALTIES").

D – Organising Authority brandings / IMOCA rules

1) General

Pursuant to Regulation 20 of the World Sailing Advertising Code as implemented by the advertising code of FF Voile, boats are required to display advertising chosen and provided by the Organising Authority.

In addition to the IMOCA class rules, each boat must display the brandings specified in this Annex.

Promotional branding on IMOCA must comply with French legislation prohibiting the advertising of certain products or services (tobacco and tobacco products, alcoholic beverages, weapons, medication, legal assistance) and other statutory prohibitions. The participant is responsible for ensuring that this legislation is adhered to.

All branding described below, excluding the communication mainsail, will be produced and paid for by the Organising Authority. One copy will be provided per boat.

Participants are responsible for affixing brandings in compliance with the master drawings in Appendix 1 and 2 and for ensuring they remain legible until the boat arrives in the port of Les Sables d'Olonne at the end of the race.

In any event, all visual elements must comply with the master drawings in Appendix 1 and 2 and all IMOCA boat brandings must be submitted to the Organising Authority for approval.

The various branding elements, visuals, size and location may change subject to an amendment to this document.

Any Participant not in compliance with the branding obligations will incur the relevant penalties (see Notice of Race ANNEX "FINANCIAL PENALTIES").

2) OBLIGATORY branding

SAEM Vendée has decided to share brandings between the NYV LSD and the Vendée Globe.

Brandings for the NYV LSD will therefore be the same as for the Vendée Globe in order in particular to:

- Reduce the environmental impact of producing these media;
- Enable reuse of image banks produced from the NYV LSD during the Vendée Globe;
- Reduce logistical constraints for Teams.

Aware of the constraints inherent to affixing brandings due to the fact that the NYV LSD comes just after the Transat CIC, SAEM Vendée has decided not to make brandings mandatory when image banks are being compiled and will accept images from other races provided there are no clearly visible brandings.

The Participant's IMOCA must display the following Race brandings **AT ALL TIMES** (villages, pontoon, channel, race, post-race, etc.):

- One **Official Partner insignia on the Mainsail** (3 metres in diameter / 7.06m²):
 - The **Official Partner** insignia must be 3 metres in diameter, i.e. 7.06m²;
 - **The Official Partner Insignia must be in place from the "Liberty Race", throughout the race and until the end of the event;**
 - The branding must be present to port and starboard, above the first reef and one-third up the mast starting from the deck;
 - An area of 0.5m on each side of the branding must remain neutral and must not contain any other branding;
 - **The location of this branding must always be submitted to the Organising Authority for prior approval.**
- One **Official Partner flag** (2m x 1.5m) in the **port** rigging and one **Official Partner flag** (2m x 1.5m) in the **starboard** rigging:
 - For boats with conventional rigging, the flags must be fitted to the backstays;
 - For boats with outriggers, the flags must be fitted to the running backstays;
 - **Flags must be in place from the "Liberty Race", throughout the race and until the end of the event;**
 - The flags may be withdrawn once the boat is no longer visible to spectators on the start pontoon;
 - The flags must be reinstated by the skipper 30 miles from the finish line (if the skipper is unable to reinstate these flags safely, s/he must apply to the Organising Authority for a derogation. If the Organising Authority approves such a derogation, the skipper and/or his or her team must reinstate the flags promptly after crossing the finish line).

- **A line of 5 flags of the Organising Authority’s partners on the forestay** (2m x 2.5m per flag):
 - o This line of flags must be present from **23 May 2024** at New York / NewPort and until the start;
 - o On the start day, this line of flags may only be removed by the skipper or a team member once the boat is no longer visible to the spectators on the start pontoon;
 - o This line of flags must be reinstated by the skipper and/or a team member once the boat crosses the finish line and before it enters the channel of Les Sables d’Olonne.

3) OPTIONAL branding

In its marina in the United States and in the Arrival village at Les Sables d’Olonne, the Participant’s IMOCA **MAY** display an **in-port promotional sail IN ADDITION TO** the race brandings and **SOLELY subject to the express approval of the Organising Authority. The sail must comply with the branding plan provided subsequently via amendment.**

4) IMOCA branding

- The IMOCA at the top of the mainsail must be approved by the IMOCA class.

E – Media relations

The Participant undertakes not to enter into any exclusivity agreement, commercial or otherwise, with any publisher, producer, broadcaster or media whatsoever regardless of the media used, from the inauguration of the Start Village to the skipper’s arrival or retirement from the race. The exclusivity agreement is defined herein as an agreement by a Participant to reserve images for a publisher, producer or broadcaster.

Nevertheless, the Participant may enter into an **agreement in relation to the initial broadcasting rights**, in which case s/he can ask the Organising Authority to reserve the provision of the relevant images and sound for initial broadcast to a specific broadcaster. After the first broadcast by that broadcaster, the images and sound concerned will be made available to all broadcasters.

Participants may under no circumstances enter into agreements in relation to initial broadcasting rights without the express agreement of the Organising Authority within a reasonable period of time subsequent to presentation of the project.

In this situation, the participant must ensure that the partnership agreement entered into complies with this rule defined by the Organising Authority and must keep the Organising Authority informed.

The Participant may not enter into agreements with media outlets/production companies implying that s/he is being followed in various areas of the event (organisation areas, village,

pontoon, crew area, etc.) without notifying the Organising Authority's official press office and obtaining its express approval **before the race starts**.

The Participant will incur financial penalties if the above obligations are not adhered to (see Notice of Race ANNEX "FINANCIAL PENALTIES").

F – Pre-race image bank

1) Pre-race photos and videos

a) Organising Authority requirements in terms of pre-race images

To help promote Participants in race communications, the Organising Authority requires Participants to provide a set of pre-race images comprising:

1. Five (5) photographs including at least the following:

- A full-length front view portrait of the Skipper wearing his/her official team apparel;
- Action photos taken on board (Skipper carrying out manoeuvres), Skipper at the bar, Skipper at the chart table, Skipper at the coffee grinder, Skipper in his/her seat;, etc.);
- Photos of the boat under all points of sail (upwind, downwind, reaching, etc.).

2. Five (5) minutes of video images broken down as follows:

- One (1) minute of "behind the scenes" images (Skipper's physical preparation, yard work, launch, measurement testing, team at work, etc.);
- Two (2) minutes of on-board images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind);
- Two (2) minutes of aerial images in various weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind).

Pre-race images are provided in order to contribute to the formation of a minimum iconographic bank for the race, as stipulated in Article 7.2 of the Notice of Race, which specifies that the fixed entry fees are paid by the Participant to the Organising Authority through the transfer of a set of pre-race images.

b) Terms for taking and transmitting pre-race images

Participants undertake to transmit the images referred to in the preceding articles (IV, F, 1, a) in accordance with the following terms.

Participants undertake to ensure that no pre-race images they **produce bear any clearly visible and legible official brandings of another race**.

Any pre-race image (photograph, visual, video) transmitted bearing visible and legible brandings of other events will be rejected by the Organising Authority.

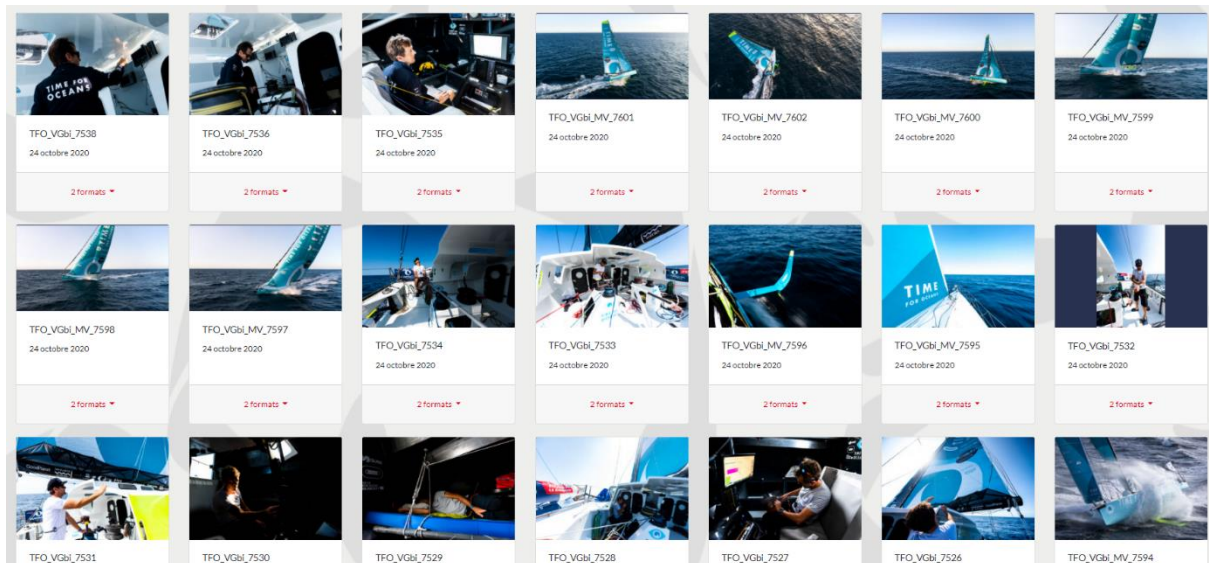
Videos taken as pre-race images must be forwarded to the Organising Authority in line with the following technical criteria:

- Pre-edited images in the form of end-to-end international version (IV) images and sounds = raw images, i.e. no music, no off-camera voice, no in-frame voice, inlay, slow motion or effect on images, etc.
- Mp4 UHD or .mov files in 25 images per second;
- Codec: H264 (330mbs), H265 (330mbs), ProRes (880mbs);
- Image size: 3840 x 2160 (UHD);
- Audio AAC/mp3 – 48kHz;

Photographs taken as pre-race images must be forwarded to the Organising Authority in line with the following technical criteria:

- 2500 pixels minimum;
- Compression higher than 60% or 7 depending on the software used;
- Minimum file size: 800 KB;
- Files in landscape format AND in portrait format.

Examples of pre-race images



Please note that the technical criteria applicable to pre-race images are subject to change before the event and that the Participant must abide by any such changes.

Such pre-race images must be forwarded to the Organising Authority exclusively via the dedicated multimedia server before 8 January 2024.

Participants that do not send their quota or send it late may incur a penalty (see Notice of Race ANNEX “FINANCIAL PENALTIES”).

2) Pre-race visuals

The Participant is required to furnish the Organising Authority with the following pre-race visuals via the dedicated multimedia server:

- **1 2D visual to port** of the full IMOCA, including all appendages and race brandings
- **1 2D visual to starboard** of the full IMOCA, including all appendages and race brandings
- **1 visual including all IMOCA elements** from different angles:
 - Rigging views: Views of mainsail, Genoa jib, spinnaker with both sides of sails to port and starboard and non-overlapping sails.
 - Hull views: Hull views to port and starboard, deck/cockpit view (from above)
 - Views of appendages: Colour of hull below line, colour of appendages, etc.
- All partner logos

These visuals must be sent to the Organising Authority in line with the following technical criteria:

- Each visual must include all official brandings for the Vendée Globe race (brandings identical to the NYV LSD)
- Each visual must include all participant brandings
- Each visual must be provided as a digital file in the preferred vector format (.EPS or .AI) and may be in formats .PDF, .PSD, .PNG or .JPG formats in bitmap but in high resolution with images at least 2000 pixels high
- Each partner logo must be provided as a high-definition digital file in .PNG, .EPS or .AI, format without background

Please note that these technical criteria are subject to change coming up to the event and the Participant must abide by any such changes.

The remaining pre-race images must be forwarded to the Organising Authority exclusively in digital form, i.e. FTP account, file links (WeTransfer, Smash, etc.) before 8 January 2024 at 12:00.

Pre-race visuals forwarded to the Organising Authority pursuant hereto are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority.

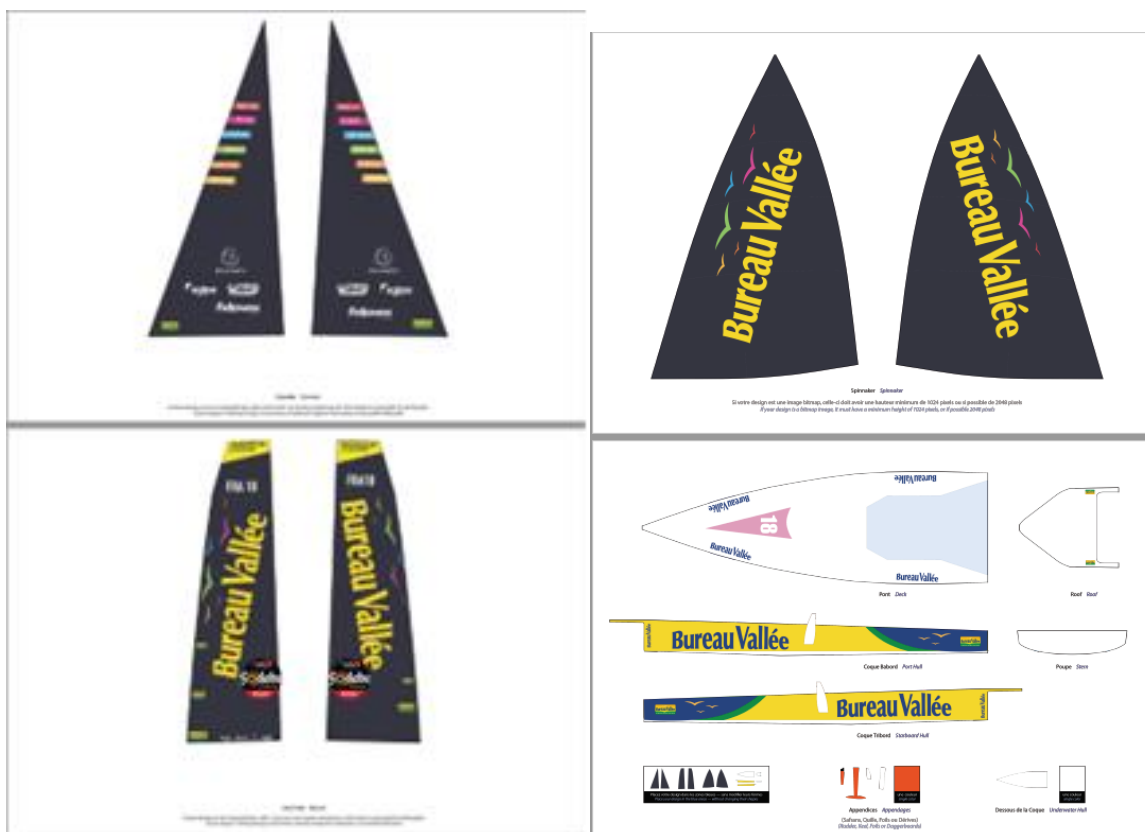
Examples of visuals:

2D visual to port
of entire IMOCA



2D visual to
starboard of
entire IMOCA





G – Communication about the Participant

1) General rules

Participants may use the **personal image** and **name of their skipper** in specific sponsorship agreements and can therefore promote their sponsors before, during and after the Vendée Globe period, subject to the following terms and conditions:

- They must **comply with the laws and regulations in force** (e.g. the ban on alcohol advertising)
- They must not use **any NYV LSD property** (race logo, etc.) or **may ONLY use property available for use by Participants** and their Sponsors in accordance with the rules laid down in this Annex (competitor logo, #newyorkvendee, etc.)

Sponsors that have entered into a particular agreement with a Participant are free to use its image and to mount advertising campaigns, provided that they do not use the distinctive signs or any other property of the Organising Authority of the Vendée Globe with the exception of the distinctive signs listed in the Charter appended hereto (Participants and/or sponsors wishing to use these images must apply in writing to the Organising Authority).

Participants may freely participate in promoting their sponsors provided they abide by the same terms and conditions.

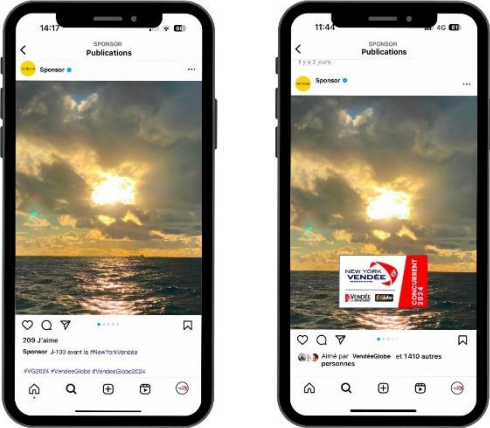
For the purposes of their own communications, commercial or otherwise, and those of their sponsors, commercial or otherwise, Participants undertake to respect the Organising Authority’s property rights and monopolies of use.

They shall ensure that their sponsors, partners, sub-contractors, employees and agents accept and abide by the terms of all regulations set out in this Annex.

They **undertake not to take part in any ambush marketing**, defined here as involving any action enabling a brand to reap economic benefits from the Race (in terms of visibility, customers, reputation, etc.) unduly (i.e. without being a direct partner).

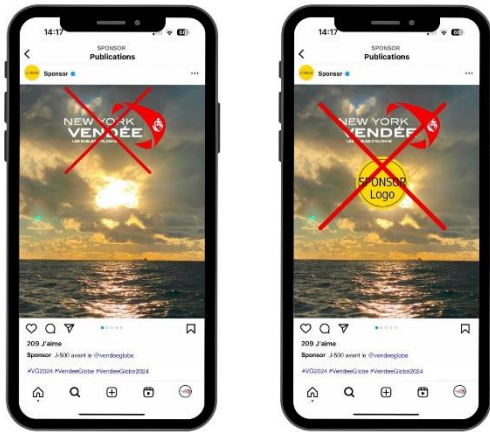
2) Participants’ digital communication

COMPLIANT PUBLICATIONS



- Non-use of NYV LSD property or use of authorised property (competitor logo, #newyorkvendee, etc)
- Identification of a personal sponsor

NON-COMPLIANT PUBLICATIONS



- Unauthorised use of NYV LSD property
- Associating a personal sponsor with NYV LSD property

3) Generic advertising of Participant sponsors

COMPLIANT ADVERTISING



- Generic advertising and slogan specific to the Participant's relationship with their sponsor
- Non-use of NYV LSD property
- Use of NYV LSD images or videos not permitted without the express consent of SAEM Vendée

NON-COMPLIANT ADVERTISING



- Use of NYV LSD property not permitted in NYV LSD text + logo
- Advertising creating an association between the sponsor and the NYV LSD

4) Visibility of Villages and Pontoons

Participants may reserve areas defined and authorised by the Organising Authority in the event villages. The conditions for occupying these areas will be communicated at a later stage in the Organising Authority's offers.

As regards the Participant's visibility in such areas, it is stipulated that in order to safeguard the interests of the Organising Authority's partners, Participants may not:

- **showcase products that compete with the Organising Authority's partners unless expressly agreed by the Organising Authority**
- **market products that compete with those of the Organising Authority's unless expressly agreed by the Organising Authority**

5) Skipper withdrawal, non-selection, disqualification or retirement

When registration end, only participants registered and selected may continue to use the distinctive signs and all property of the NYV LSD.

Participants undertake not to communicate to television and other video broadcasters images of their boat with the Vendée Globe 2024 colours (brandings identical to the NYV LSD) throughout the NYV LSD race, if the boat, previously an applicant or registered, ultimately does not start the race, is forced to retire from the race or is disqualified.

Participants undertake not to use the distinctive signs and/or property of the NYV LSD if the boat, although previously registered, ultimately does not start the race, is forced to retire from the race or is disqualified. In this scenario, they must withdraw or have withdrawn from sale any and all products using the distinctive signs and all property of the NYV LSD.

Participants that are forced to retire from the race or are disqualified must obtain **the express approval** of the Organising Authority in order to continue communicating images of their boat in the colours of the Vendée Globe 2024 (brandings identical to the NYV LSD) to television

channels and other video broadcasters and to continue using the authorised distinctive signs and property of the Vendée Globe.

For participants that are forced to retire from the race or are disqualified, **the Organising Authority will have priority for announcing their retirement from the race to the public and/or media via any communication channel.**

If, before the race, a partnership agreement has been agreed between a competitor and a daily newspaper, a magazine or a news website in relation the dissemination of a regular contribution on a daily, weekly or monthly basis, Participants must ensure that the partnership agreement entered into complies with this provision, failing which they may incur a financial penalty as provided in the Notice of Race ANNEX “FINANCIAL PENALTIES”.

V – Day of the Liberty Race

The Liberty Race is one of the highlights of this event, which will remain in the memory of all the skippers, their sponsors, the race partners and also the media.

The Organising Authority sees this day as the key moment of the event, which will remain an iconic illustration of this race and will be implementing the latest generation methods of communication.

The Organising Authority will organise a demonstration race in New York Bay on **Friday 24 May 2024**.

The course, determined by Race Management, will be provided at a later date.

Image Bank

The Organising Authority will organise a compulsory image bank session on this day, involving a helicopter in particular. Boats must comply with staging instructions issued by Race Management in order to obtain photographs and videos for promotional purposes.

All persons on board the Participant’s boat must do their utmost to avoid being visible outside the boat when these images are being taken and which must show the skipper alone on their boat.

VI – Start day

A – General

Given the constraints of the body of water, the high number of participants expected – which has forced the Organising Authority to distribute the fleet across a number of marinas – and in order to protect coastal marine biodiversity and also to protect skippers and their boats a few months out from the Vendée Globe, the Organising Authority has decided to organise the Start offshore.

No nautical- or helicopter-based methods of communication can follow competitors to the Start line.

For these reasons, the Organising Authority will not make any live feeds on the Start Day and the Start will be treated like other race days.

The Organising Authority will ensure the production of video content adapted for digital media to reach the widest public possible in France and internationally through all audiovisual actors via the distribution of **non-exclusive rights**.

Lastly, the Organising Authority will work actively with Participants to mobilise their followers on communication media.

B - Protocol for the day

The protocol for the Start Day will be forwarded by the Organising Authority to participants in good time and **no later than a few days before the Start**.

Participants undertake to abide by this protocol in relation to Start Day, failing which they may incur a financial penalty as provided for in the Notice of Race ANNEX "FINANCIAL PENALTIES".

C- Participants' digital communication

Participants will be authorised to set up direct feeds to digital platforms following the protocol drawn up by the Organising Authority after consultation with various stakeholders.

D – On board the IMOCA

1) Embarkation of media & PR people

Each Participant can have IMOCA journalists and/or media persons on board its IMOCA and will be responsible for embarking and disembarking them by their own means.

All related costs will be borne by the Participant or the media outlet concerned.

Under no circumstances may participants take journalists and/or media persons to the start zone, way too far from the coast.

The participant must provide the Organising Authority's press office with the first names, surnames and press contacts of all persons embarking on the IMOCA **48 hours before the Start**. If this instruction is not adhered to, the Organising Authority reserves the right to deny authorisation to embark to the persons concerned on the start day.

2) Activation of Ektacom links

The Organising Authority will ask Participants to activate their Ektacom link before they pass the finish line so the Organising Authority can use these shots during the first day of the race.

The related telecommunication costs are payable by the Participants.

The Organising Authority is free to choose which images to broadcast and may not be held liable if it chooses not to broadcast the images provided by each Participant.

VII – During the Race

A – Race image bank

1) Organising Authority requirements in terms of race images

To help it promote Participants in race communications, the Organising Authority requires Participants to provide, until they finish the race or are disqualified or retire from the race, a set of pre-race images comprising:

- **ten (10) photographs** taken over **the entire race**;
- **three (3) by two (2) minutes** of video images (sequence shots or pre-edited video images) in file mode, comprising in total **six (6) minutes of video images taken over the entire race**.

Race images are provided in order to contribute to the formation of a minimum iconographic bank for the race, as stipulated in Article 7.2 of the Notice of Race, which specifies that the fixed entry fees are paid by the Participant to the Organising Authority through the transfer of a set of pre-race images whose volume and nature depend on the length of the Participant's participation in the race.

2) Terms for producing, transmitting and selecting race images

A) Terms for producing race images

Participants undertake to send the Organising Authority a variety of images of their adventure (photographs and videos) that must include:

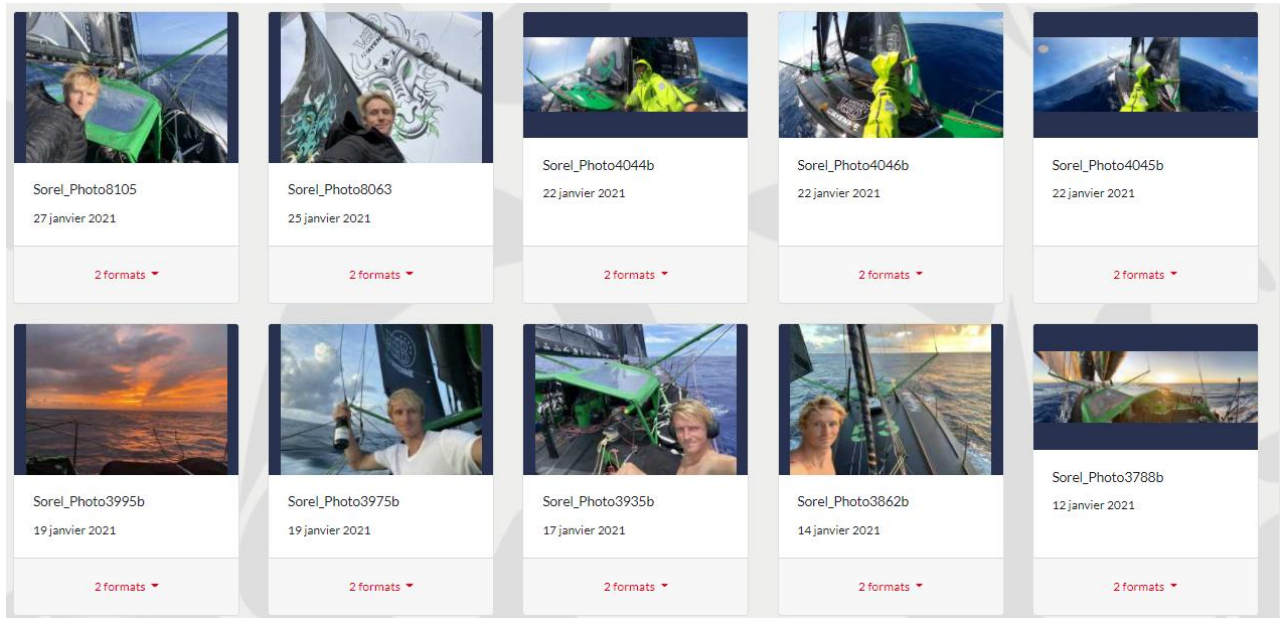
- Interviews filmed indoors and outdoors with a mobile and/or fixed camera;
- Images from different positions showing the boat under sail;
- Images showing the skipper carrying out manoeuvres;
- Images showing the skipper's daily life on board;
- Images showcasing biodiversity if the opportunity arises;
- Images telling the skipper's race story;
- Images of the skipper meeting other competitors if the opportunity arises;
- Images depicting his or her state of mind during this adventure;
- Images showcasing the beauty of the scenery encountered;
- Images highlighting the extreme difficulty of the race;
- Images showcasing the ocean;
- Images of on-board repairs;
- Images of the skipper climbing the mast if the opportunity arises;
- Images showcasing the weather conditions encountered;
- Etc.

The Participant undertakes to **showcase the official brandings of the race as much as possible** (see above in this Annex).

All race images must be forwarded to the Organising Authority **exclusively** via the dedicated multimedia server.

Compliance with the Participant's obligations as stipulated in this article is subject to the application of financial penalties set out in Annex 3 to the Notice of Race.

Examples of images expected:



b) Terms for transmitting race images

All race images must follow a transmission and approval process defined by the Organising Authority and Participants agree to abide by this throughout the race.

The intention is to make all race images available to all media on the Organising Authority's dedicated multimedia server.

Participants undertake to transfer all visual and audiovisual content recorded by them during the race to the Organising Authority first, with the exception of images relating to their private circle. This private content must remain within an exclusively private circle (family and friends) and must not be used in the media or for commercial purposes.

All visual and audiovisual content sent by the Participant during the race will be delivered to the Organising Authority's dedicated multimedia server.

The Organising Authority will analyse this content and compile an approval short-list for inclusion in its race image bank.

Short-listed visual and audiovisual content (photographs, sound, videos, etc.) will be sent to the Participant's multimedia contact or his/her deputy(ies) for approval, via email and/or SMS. Approval must be given or withheld **within 60 (sixty) minutes** after receipt of the email and/or SMS alert.

This deadline of 60 (sixty) minutes is imperative. Once this deadline has passed, failing any response from the Participant's multimedia contact or deputy(ies), the Organising Authority is entitled, except in a crisis situation, to consider the short-list approved and the relevant audiovisual content will be included in the race image bank.

Participants experiencing technical or other problems preventing them from meeting this obligation shall inform the Organising Authority via their communication contact without delay.

In a crisis situation (where the skipper and/or his/her boat is in danger), the Participant's crisis communication contact will notify the Organising Authority to ask for extra time.

Please note that for the NYV LSD 2024 edition, there will be no 'blackout' for the reception of files.

Images not short-listed by the Organising Authority and/or not definitively approved by the Participant will be deemed private images or unusable images that cannot be broadcast by anyone.

Participants may not under any circumstances broadcast content before full completion of the transmission and approval process and before the content is broadcast on the Organising Authority's dedicated multimedia server.

On-board videos and photos must be sent via FTP from the boat configured by the team. IP address, username and password will be provided by NEFSEA Productions (Fred Olivier).

Compliance with the Participant's obligations is subject to the application of financial penalties set out in the Annex "FINANCIAL PENALTIES" to the Notice of Race.

c) Terms for selecting race images

The Participant undertakes to forward the race images due by way of entry fees in the Notice of Race in accordance with the terms laid down for all race images *during the race* and *after the race*.

From all the visual and audiovisual content approved in consultation with the Organising Authority and the Participant in accordance with Section VI) A) 1) of this Annex and comprising the race image bank, the Organising Authority will select the content to be used as payment in kind of the entry fees.

It is stipulated that the Organising Authority will make the selection as participants arrive.

B – Live videos & audio

The skipper undertakes to do live videos with the Organising Authority at least once (1 time) throughout the race.

Live video is understood to entail using a synchronous communication system with the capacity to transfer visual and audio information (images and sound) in real time and interactively from one site to one or more remote sites.

These live videos will be made using the Ektacom solution (see Section III) E) 1).

It is understood that in the event of a technical problem with the first videoconference, another videoconference will have to be organised to replace it.

The list of skippers asked to participate in these live videos will be circulated to the individual skipper and his/her communication contact the evening before the Live broadcast via email by race management to confirm the intention to do a live video feed with the skipper.

All skippers can organise live videos:

- with the media, subject to notifying the Organising Authority no later than the day before the live video;
- with their communities on their own social networks subject to notifying the Organising Authority no later than the day before the live video so that the Organising Authority can make a cross-post where appropriate;
- with their sponsors on their own social networks, with no requirement to notify the Organising Authority;
- with their families and friends, with no requirement to notify the Organising Authority.

It is understood that the Skipper is required to record audiovisual content of live videos on behalf of the Organising Authority, using themes, subject compositions, view angles, sequences and treatments defined by the Organising Authority.

Throughout the course, the Organising Authority will set up audio and/or video sessions with Skippers, who undertake to be available at various time slots:

- 06:00 (French time): Audio or video session in French & English with 2 or 3 skippers
- 09:00 (French time): Video session in French with 2 or 3 skippers and media outlets
- 12:30 (French time): Audio or video session in France & English with 2 or 3 skippers

Sessions will be video and audio recorded via the Ektacom system (or equivalent solution).

The list of skippers asked to participate will be circulated the evening before prior to 21:00 (French time) to the individual skipper and to his/her communication contacts via email by race management to confirm the sessions with the skipper.

The times provided are approximate and are subject to change.

C – Texts

The Organising Authority also strongly encourages Skippers to share their race story in voice and text messages and to send them via WhatsApp to a telephone number to be provided at a later date.

The questions will be sent by the communications department before 21:00 (French time).

The times provided are approximate and are subject to change.

VIII – Day of Arrival

A – General

When skippers arrive at Les Sables-d’Olonne at the end of this transatlantic race, they will find out whether they have qualified and/or been selected for the Vendée Globe. The moment each skipper comes ashore will be intensely emotional.

The Organising Authority has therefore drawn up arrival protocols to ensure this is an incredible moment for skippers, their relatives and their teams while enabling their followers, the media and the general public to communicate with them.

The key thing for the Organising Authority is to listen to skippers and their teams. To prepare for this moment, a coordination meeting will be set up between the Organising Authority and all participants no later than **a few days before the start**.

1) Winner's arrival

The arrival of the winner of the NYV LSD is one of the highlights of the event.

The Organising Authority uses communication resources to bring the experience of this arrival to the public.

The Organising Authority will live-stream the winner's arrival on its platforms.

The Organising Authority implements a strategy based on the distribution of non-exclusive multiplatform rights for video broadcasting of the NYV LSD.

This is supplemented by the production of video content adapted for digital media to reach the widest public possible in France and internationally through all audiovisual actors.

Lastly, the Organising Authority will work actively with Participants to mobilise their followers on communication media.

2) Arrival of other skippers

Regardless of ranking, a skipper’s arrival in the NYV LSD is always a highlight of the event.

The Organising Authority uses communication resources and will work actively with the Participant to organise the live digital feed of the skipper’s images to mobilise its followers and those of the Participant on social media.

B– Protocol for the day

The protocol for the Start Day will be forwarded to participants in good time by the Organising Authority no later than **a few days before the start**.

Participants undertake to abide by this protocol in relation to arrival day, failing which they may incur a financial penalty as provided for in the Notice of Race ANNEX “FINANCIAL PENALTIES”.

C- Participants' digital communication

Participants, via their media person/crew members/PR person, will be authorised to set up direct feeds to digital platforms following the protocol drawn up by the Organising Authority after consultation with various stakeholders.

This protocol will be forwarded to participants by the Organising Authority in good time (see Article VIII – B).

D – On board the IMOCA

1) Embarking the Organising Authority's communication teams

Each Participant undertakes to embark on its **IMOCA a maximum of 4 of the Organising Authority's service providers** (cameraman, journalist, photographer, community manager) **for an exclusive** after they have crossed the finish line or wherever the skipper puts into port if s/he retires from the race, unless the Organising Authority expressly agrees otherwise.

2) Activation of Ektacom links

The Organising Authority may use the Ektacom Live signal on board the IMOCA to offer immersive shots of live arrival.

Participants are therefore required to activate their Ektacom link (or equivalent solution) before passing the finish line to enable the Organising Authority to use these shots during the live Arrival.

The related telecommunication costs are payable by the Participant but can be included in the telecommunication costs reimbursed by the Organising Authority.

3) Promotion of attributes related to finishing the New York Vendée

Skippers undertake to take on board attributes and signs indicating they have finished the race (e.g. champagne, bouquet of flowers, etc.).

These attributes and signs will be handed over by the Organising Authority when the boat arrives at the pontoon. Under no circumstances may Skippers exhibit an attribute or sign not provided or approved by the Organising Authority.

E – Post-race transmission of unsent race and post-race images

At the end of the race, once they have arrived in Les Sables d'Olonne, Skippers must provide the Organising Authority with all files of visual and audiovisual content in native format recorded during the race, whether already sent or not. The content will be provided on hard disk **no later than 48 hours** after arrival.

If a skipper retires from the race and arrives in another port, s/he undertakes to send the Organising Authority a hard disk containing all files of visual and audiovisual content in native format recorded during the race within **seven (7) calendar days of arrival in the other port after retiring.**

The skipper will also hand over **all images not sent during the race to the Organising Authority. Of these images, the Organising Authority reserves the right to select:**

- five (5) **photographs.**
- five (5) **minutes of video images** (sequence shots or pre-edited video images) in file mode.

Visual and audiovisual content selected by the Organising Authority is transferred to the Organising Authority's image bank and therefore becomes the property of the Organising Authority.

Nevertheless, subject to the Organising Authority's express approval, the Participant may enter into an **agreement reserving the initial broadcasting rights** to specific images and sound to a specific broadcaster.

This request must include details of the planned agreement. After the first broadcast by that broadcaster, the images and sound concerned will be made available to all broadcasters.

VIII – Exploitation rights and images of the New York Vendée

A – Exploitation rights of SAEM Vendée

1) Rights of the Organising Authority

Under articles L.333-1 et seq. of the French Sports Code, the Organising Authority owns the exploitation right to the sports event that it organises.

By virtue of the investments that it makes in holding its competition and through its reputation, the Organising Authority remains the producer of films, videos, photos and other audiovisual products within the meaning of articles L.132-23 et L.215-1 of the French Intellectual Property Code.

As organiser of the competition, producer of the audiovisual work and producer of the video recordings, the Organising Authority holds the intellectual property rights to the images, in the widest meaning of the term, of the competition and of its ancillary events. Consequently, holders of photographic coverage and audio-visual coverage agreements – including their personnel and sub-contractors – and partners of the NYV LSD – including their personnel and sub-contractors – are involved as technical operators and cannot therefore claim any right of ownership with regard to, inter alia, images, texts, sounds, etc. to which they have not participated as authors, co-authors, producers or co-producers.

For the purposes of this Annex, the word “images” shall mean any visual, audiovisual, sound and photographic content produced in relation to the event.

The Operating Authority's exploitation rights include but are not limited to the following:

- The phrase “New York Vendée”, on its own or followed by a year;
- Logos and figurative and semi-figurative marks and brand names related to the NYV LSD along with all graphical elements comprising these or that are part of the graphic charter for the event;
- All graphical creations and representations related to the event, such as mascots, pictograms, etc;
- All terms and names related to the event, such as “New York Vendée 2024”, “NYV2024”;
- All films, musical works, artistic designs and works created by and/or for SAEM Vendée;
- All still or moving images created by and/or for SAEM Vendée;
- All other symbols, designs, works, terms or expressions that are translations of the property listed above.

Example of NYV LSD property:

- New York Vendée
- New York Vendée – Les Sables d’Olonne
- New York Vendée 2024
- #newyorkvendee
- #NYV
- #NYV2024
- Etc.

2) Marks of the Organising Authority

The Vendée Globe brand forms an integral part of the “Property of Vendée Globe”.

SAEM Vendée is the holder of the following marks:

- **Semi-figurative** mark “VENDEE GLOBE – LES SABLES D’OLONNE” filed on 15 June 2004 and registered on 19 October 2005 in classes 3, 8, 9, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41 under number 003887353;
- **Semi-figurative EU mark** “VENDEE GLOBE – LES SABLES D’OLONNE” filed on 28 September 2015 and registered on 20 February 2017 in classes 29, 30, 32 and 33 under number 014604888;
- **EU word mark** “Vendée Globe” filed on 29 April 2002 and registered on 6 May 2004 in classes 3, 8, 9, 11, 14, 16, 18, 21, 25, 28, 34 and 38 on 29 April 2002 under number 002 678 209;
- **United Kingdom word mark** “Vendée Globe” registered in the UK in classes 3, 8, 9, 11, 14, 16, 18, 21, 25, 28, 34, 38 and 41 on 6 May 2004 under number 009 678 209;
- The **semi-figurative mark (thumbnail)** “Vendée Globe” registered in the United Kingdom in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 34, 38 and 41 on 19 October 2005 under number 009 887 353;
- **Semi-figurative mark (thumbnail)** “Vendée Globe” registered in the United Kingdom in classes 29, 30, 32 and 33 on 20 February 2017 under number 009 146 04888.

SAEM Vendée also holds the following marks:

- **Word mark** “Vendée-Arctique-Les Sables d’Olonne” filed on 2 September 2021 in the **European Union** in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41 under number 018549155
- **Word mark** “Vendée-Arctique-Les Sables d’Olonne” filed on 5 October 2021 in the **United Kingdom** in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41 under number 3706917
- **Word mark** “New York Vendée” filed on 5 October 2021 in the **European Union** in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41 under number 018571728
- **Word mark** “New York Vendée – Les Sables d’Olonne” filed on 5 October 2021 in the **United Kingdom** in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41 under number 3706930.

The department of Vendée, shareholder of SAEM Vendée, also holds the following mark:

- **Word mark** “Vendée Globe Junior” filed in France on 14 February 2020 in classes 16, 28, 35, 38 and 41 under number 4624032.

B – New York Vendée images

1) Skipper’s image rights

All visual and audiovisual content sent by the Participant before and after the race will be deemed approved by the skipper, a natural person.

The skipper, a natural person, authorises the Organising Authority to register, broadcast and exploit his/her image, name and voice, as well as the image of all entities comprising the participant, for the purposes of capturing audiovisual sequences and compiling image banks of the event.

The skipper, a natural person, therefore consents to being filmed and interviewed and agrees to furnish the Organising Authority with accurate and true information of a private and professional nature that may be disclosed, with his or her consent, to the public, to the extent necessary to publicise the race.

The skipper, a natural person, therefore undertakes to obtain all authorisations required to capture images, as agreed with the Organising Authority, for each person and entity comprising the participant as well as any beneficiaries (including where brands, objects, apparel, etc. are reproduced).

The skipper, a natural person, authorises the Organising Authority to make use of and exploit his/her image, name and voice by reproduction on any media and/or representation thereof, as part of the publicising of competition images (in the widest meaning of the term), including for the following purposes and always with regard to the race and the Organising Authority:

- Exploiting the Organising Authority’s images by television broadcast, representation and reproduction (including downloading);
- Producing and broadcasting trailers, films about the race, magazines, etc;
- Promoting the Organising Authority’s activities and the race, in any media, including television, press, internet, etc;

- Organising Authority communications in any media (including television, press, internet, posters, etc.) and any non-media operation;
- The Organising Authority's promotion of the race (official film, official documentaries, TV and WebTV documentaries, trailers, clips, including exploitation by DVD and VOD);

This authorisation also covers the image of persons, property and, if applicable, brands of entities comprising the participant.

This authorisation is granted to the Organising Authority worldwide and for the full protection period for audiovisual works.

The skipper, a natural person, is informed that during such use, information of a private and personal nature, such as his/her last and/or first names, marital status or professional situation, may be communicated to the public. In addition to the image of the competitor, a natural person, the Organising Authority undertakes to only disclose such personal information about the skipper as is strictly necessary to ensure the public is properly informed.

This authorisation for exploitation is granted by the skipper, a natural person, in association with his/her application and/or registration and in consideration of the notoriety acquired by his/her participation in the race. The skipper, a natural person, waives his/her right to seek separate remuneration or compensation from the Organising Authority or any third party authorised by the Organising Authority for the exploitation of his/her image, name and voice in the conditions set out in this Annex.

In any event and at any time, the skipper, a natural person, and his/her contacts will have free access to the Organising Authority's images and will be able to request the immediate deletion of any images, photos and/or film sequences representing the skipper, a natural person, in a manner that s/he considers, in his or her reasonable opinion, undignified, unflattering and/or likely to cause him/her to be discredited in the eye of the public.

2) Legal nature of pre-race images transferred by way of entry fees

Pre-race images, understood to mean all images, photographs, visuals and videos, regardless of the media or technical arrangements for capture and broadcast and selected by way of entry fees, are transferred to the pre-race image bank and therefore become the property of the Organising Authority.

The Participant warrants to the Organising Authority that all pre-race images forwarded to it by way of entry fees are free from any right or claim. In this regard, it is understood that the Participant is only required to take pre-race images of him/herself under the terms of the Notice of Race, using themes, subject compositions, view angles, sequences and treatments determined and selected by the Organising Authority under the terms of this Annex.

The Participant undertakes to ensure that any pre-race images taken as required by the Organising Authority under the terms of Article 7 of the Notice of Race are taken by professionals (photographer, photography agency, PR agency, etc.) paid by it or one of its sponsors and that the contract appointing said technicians will effectively specify as follows:

- That the work is undertaken (by the technicians, their staff or sub-contractors) in their capacity as a technical operator;

- That they cannot therefore claim any right of ownership with regard to the images, photos, videos, texts, sound, etc. in which they have not participated as authors, co-authors, producers or co-producers.

3) Legal nature of race images transferred by way of entry fees

All visual and audiovisual content validated in accordance with section VII) A) 2) of this Annex but not selected by way of entry fees remains the property of the Participant (Participant's image bank).

Visual and audiovisual content selected by way of entry fees is transferred to the Organising Authority's image bank and therefore becomes the property of the Organising Authority.

4) Legal nature of unsent post-race images forwarded to the Organising Authority

All visual and audiovisual content forwarded to the Organising Authority in accordance with section VIII) E) of this Annex but not selected by the Organising Authority by way of entry fees remains the property of the Participant (Participant's image bank).

Visual and audiovisual content selected by the Organising Authority by way of entry fees is transferred to the Organising Authority's image bank and therefore becomes the property of the Organising Authority.

C – Use of the exploitation and image rights for the Vendée Globe

1) General principles

To ensure that the Organising Authority is able:

- To publicise the Race and all Participants;
- To safeguard the long-term reputation of the Race;
- To maintain the iconographic bank;

The **Participant grants the Organising Authority a licence to use and exploit all visual and audiovisual content** (photographs, sound, videos, etc.) contained in their own race image bank, i.e. all images approved in the process described in Section VII, A, 2) hereof.

The Organising Authority grants the Participant a licence to use and exploit content from:

- **Its pre-race image bank and race image bank supplied by said participant by way of entry fees;**
- **Visual and audiovisual content produced by the Organising Authority before the race and at race start and finishes;**

The terms for the licences defined above are as follows:

2) Payment in kind of entry fees - Notice of Race rules

As stipulated in Article 7.2 Entry fees in kind of the Notice of Race:

7.2 Entry fees in kind

7.2.1 Entry fees in kind are remitted by the Participant to the Organising Authority via the assignment of a pre-race image bank comprising the following:

- **Five (5) photographs including at least the following:**
 - Front view portrait of the skipper wearing his/her official team apparel
 - Action photos taken on board (skipper carrying out manoeuvres, skipper at the bar, skipper at the chart table, skipper at the coffee grinder, skipper in his/her seat, etc.)
 - Photos of the boat under various points of sail (upwind, downwind, reaching, etc.) taken from the air by drone and/or helicopter

- **Five (5) minutes of video images broken down as follows:**
 - One (1) minute of “behind the scenes” images (skipper’s physical preparation, yard work, launch, measurement testing, team at work, etc.)
 - Two (2) minutes of on-board images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind)
 - Two (2) minutes of aerial images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind)

The nature, subject and composition of these images and the temporal, material and technical arrangements for transmitting photographic and video images comprising the pre-race image bank are laid down in the Marketing and Communication annex.

Fixed entry fees in kind are non-refundable, including in the case of withdrawal or if the race is postponed or cancelled.

7.2.2 Variable entry fees in kind are remitted by the Participant to the Organising Authority via the assignment of image rights whose volume and nature depend on the length of the participant’s participation in the race.

This means that the participant must transfer the following to the Organising Authority up to its finishing the race, being disqualified or retiring:

- **Ten (10) photographs taken over the entire race;**
- **Three (3) by two (2) minutes of video images (sequence shots or pre-edited video images) in file mode, comprising in total six (6) minutes of video images taken over the entire race.**

The nature, subject and composition of these images and the temporal, material and technical arrangements for transmitting photographic and video images captured during the race and assigned to the Organising Authority by way of entry fees are laid down in the Marketing and Communication annex.

7.2.3 Images assigned by way of entry fees are granted free of any right or claim and the Participant will indemnify the Organising Authority against any claim by third parties.

The images are assigned worldwide and exclusively for as long as the intellectual property rights enjoy legal protection. The assignment includes all rights of reproduction, representation, adaptation and economic exploitation, without exception.

The reproduction right includes the right to reproduce the images assigned by way of entry fees by any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile telephones, downloads and data bases) and in any format.

The representation right includes the right to represent the images assigned by way of entry fees to the public or to have them represented, in full or in part, by any existing or future means of communication, via cable or wireless, including digital or analogue radio broadcast or television broadcast, telematics, multimedia and any online services, via any electronic and radio communication network, fixed and/or mobile, (including internet, intranet, telephony, etc.), regardless of how the technology used is distributed or broadcast. The representation right also includes the right to broadcast said images as part of official news, magazines, teasers, web series and documentaries.

The adaptation right includes the right to touch up and/or modify digital files, and to use any means with a view to making a digital representation or reproduction of all or part of the images assigned by way of entry fees, in linear or interactive mode, enabling reconstitution of said images, in full or in fragments, alone or incorporated into other audiovisual, computerised or telematic elements, or any other element, whatever the form or the content, without altering the image of the skipper, the boat or its sponsors. The adaptation right also includes the right to insert the logos of all race partners in order to promote the race and/or demonstrate their commitment to the race. The Organising Authority may also use said images (photos, videos, sounds and other press content, graphic identity, etc.) as received on its multimedia server. It may make them freely available to media and may also use them freely in its elements of presentation and on any media, to publicise its activity and/or its current and future partners.

The right of economic exploitation includes in particular the right for the Organising Authority to use the images assigned by way of entry fees as follows:

- Promote activities of the Organising Authority and the race in any media, including television, press, internet, etc.;
- Communicate about the Organising Authority in any media (including television, press, internet, VOD platform, posters, etc.) and in any non-media operation;
- Publicise the race (official film, official documentaries, TV and WebTV documentaries, trailers, clips, including via DVD, VOD and download);
- Make any derivative products or have them made and then later sell such products or have them sold;
- Grant or assign the economic exploitation rights to third-party partners (including sponsoring contracts and agreements with VOD platforms);
- Purchase any advertising space on its own behalf or of that of its partners.

All assignments relating to the payment of entry fees are granted in relation to the participant's application and in consideration of the publicity acquired by their participation in the race. Consequently, participants waive their right to seek separate remuneration or

compensation from the Organising Authority or any third party authorised by the Organising Authority to use the images assigned.

In the event of a contradiction between the above article (VIII, C, 2) and that mentioned in the Notice of Race, the Notice of Race shall prevail.

3) Usage and exploitation licences in favour of the Organising Authority

Participants grant the Organising Authority a licence in relation to the rights of reproduction, representation, adaptation and secondary use in respect of content in their race image bank once this is added at the end of the process detailed in VII), A), 2), c) of this Annex.

This licence is granted worldwide and non-exclusively for as long as the intellectual property rights enjoy legal protection. It is granted in relation to registration in the race and in exchange for the publicity provided by participation in this event. Participants waive their right to seek separate remuneration or compensation from the Organising Authority or any third party authorised by the Organising Authority for use of the relevant images except as provided for in relation to revenue from derivative products.

The **reproduction right** includes the right to reproduce images by any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile telephones, downloads and data bases) and in any format.

The **representation right** includes the right to represent images to the public or to have them represented, in full or in part, by any existing or future means of communication, via cable or wireless, including digital or analogue radio broadcast or television broadcast, telematics, multimedia and any online services, via any electronic and radio communication network, fixed and/or mobile, (including internet, intranet, telephony, etc.), regardless of how the technology used is distributed or broadcast. The representation right also includes the right to broadcast said images as part of official news, magazines, teasers, web series and documentaries broadcast on social networks, websites linked to the Organising Authority and for internal communication between Organising Authority entities.

The **adaptation right** includes the right to touch up and/or modify digital files, and to use any means with a view to making a digital representation or reproduction of all or some of the images, in linear or interactive mode, enabling the reconstitution of images, in full or in fragments, alone or incorporated into other audiovisual, computerised or telematic elements, or any other element, whatever the form or the content, without altering the image of the skipper, the boat or its sponsors. The adaptation right also includes the right to insert the logos of all race partners in order to publicise the race and/or demonstrate their joint commitment to the race. The Organising Authority may also use the images (photos, videos, sounds and other press content, graphic identity, etc.) as it received them on its multimedia server. The organisation may make them freely available to media and may also use them freely in its PR material and on any media, to publicise its activity and/or its current and future race partners.

Secondary rights include in particular the right for the Organising Authority to:

- Publicise Organising Authority activities and the race in any media, including television, press, internet, etc.;
- Communicate about the Organising Authority in any media (including television, press, internet, VOD platform, posters, etc.) and in any non-media operation;
- Publicise the race (official film, official documentaries, TV and WebTV documentaries, trailers, clips, including via DVD, VOD and download);
- Make any derivative products or have them made and then later sell such products or have them sold according to the terms set out in this Annex;
- Grant or assign the economic exploitation rights to third-party partners (including sponsoring contracts with VOD platforms);
- Purchase any advertising space on its own behalf or that of its partners.

It is specifically stipulated under secondary rights that the Organising Authority may in turn grant these rights to its partners ranking as official partners or higher.

Partners meeting the conditions will be required to submit a fact sheet detailing the planned communication, promotion or publicity by email to the Participant's communication contact for approval. The Participant concerned must respond to the approval request within seven (7) calendar days. Any refusal must be reasoned. If this deadline has passed and failing any response from the Participant concerned, the partner is entitled to consider its request approved. Under no circumstances can approval be given in return for payment.

The licences granted under the terms of this Annex are granted free of any right or claim and the Participant will indemnify the Organising Authority against any claims or proceedings by third parties.

4) Usage and exploitation licences in favour of the Participant

The Organising Authority grants the Participant a licence in relation to the rights of **reproduction, representation, adaptation and secondary use** for content in its pre-race image bank and to visual and audiovisual content produced by the Organising Authority **before the race and at race start and finishes**. Furthermore, as soon as the Organising Authority acquires the visual and audiovisual content comprising its pre-race and race image bank provided by way of entry fees, **the Organising Authority automatically grants the Participant concerned a licence in relation to the rights of reproduction, representation, adaptation and secondary use**.

These licences are granted worldwide, free of charge and non-exclusively.

They entitle the Participant, **without any further authorisation on the part of the Organising Authority**, to use the race images **for any use over a limited period and on temporary media**.

The **reproduction right** includes the right to reproduce images by any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile telephones, downloads and data bases) and in any format.

The **representation right** includes the right to represent images to the public or to have them represented, in full or in part, by any existing or future means of communication, via cable or wireless, including digital or analogue radio broadcast or television broadcast, telematics,

multimedia and any online services, via any electronic and radio communication network, fixed and/or mobile, (including internet, intranet, telephony, etc.), regardless of how the technology used is distributed or broadcast. The representation right also includes the right to broadcast said images as part of official news, magazines, teasers, web series and documentaries broadcast on social networks, on websites linked to the Participant and for internal communication between Participant entities.

The **adaptation right** includes the right to touch up and/or modify digital files, and to use any means with a view to making a digital representation or reproduction of all or some of the images, in linear or interactive mode, enabling the reconstitution of the images, in full or in fragments, alone or incorporated into other audiovisual, computerised or telematic elements, or any other element, whatever the form or the content, without altering the image or good reputation of the Vendée Globe or its partners.

Secondary rights include in particular the right for Participants:

- To publicise the Participant's activities in any media, including television, press, internet, etc.
- To communicate about the Participant in any media (including television, press, internet, posters, etc.) and any non-media operation activities (sponsorship activations, internal communication, etc.)

However, the licences granted by the Organising Authority **do not authorise the Participant to make free use of the race images on long-term media** such as:

- Books published with a publishing house for general public distribution
- Official films, official documentaries, TV documentaries, series, trailers and clips, for showing in cinema theatres, at festivals and/or on any OTT platforms or equivalent
- Official films, official documentaries, TV documentaries, series, trailers, clips, including exploitation via DVD and VOD

For this type of use, the Participant must explicitly notify the Organising Authority providing details of the project.

However, the licences granted by the Organising Authority also do not authorise the Participant to use race images for communicating on the general unfolding of SAEM Vendée races or their history.

The licences only apply to the recounting of the skipper's participation in the NYV LSD, the cause s/he supports, and his/her team and sponsors during said edition.

In any event, the Organising Authority undertakes not to claim from Participants separate remuneration or compensation for use of images covered by these licences.

It is expressly stated that if the Participant wishes to use, in any way whatsoever, the images and audiovisual sequences provided by other Participants in the race, it will submit any necessary request personally to the rightholders and to the persons concerned (particularly with regard to image rights).

The licences granted by the Organising Authority to the Participant are time-bound. They expire at the end of the NYV LSD period as defined in this Annex. After that date, all the images concerned are considered the archives of the NYV LSD.

Any use thereof must be expressly and specifically authorised by the Organising Authority, it being understood that the media produced during the race by Participants may remain published as is (re-use in another form or medium requires the authorisation of the Organising Authority).

D – Charter for use of distinctive signs of the Vendée Globe

SAEM Vendée has a monopoly of use over the distinctive signs of the NYV LSD. These include logos and registered trademarks of the Organising Authority, as well as all distinctive signs deriving therefrom.

They may be used by the Participant solely in line with the following requirements and excluding any commercial use, except as specified for the competitor logo.

Participants may not alter and/or adapt the names or the brand and may not add or insert graphics of any nature.

1) General rules for use by Participants

AUTHORISED USES



- Participants may use a competitor logo for their communications and inter alia for textile equipment
- Participants may use the hashtags: #NewYorkVendee and #NYV2024
- Any use is subject to approval in writing by the Organising Authority

The Organising Authority grants the Participant the licence to use, reproduce and represent worldwide the competitor logo for promotional, media, advertising and institutional purposes as part of its internal and external communication on all existing or future broadcast media, on all communication networks and/or media with no limitation as to number.

For all these uses, the Participant undertakes to comply with the graphic charter provided by the Organising Authority.

UNAUTHORISED USES



- Use of other Vendée Globe property for communication by Participants
- **EXCEPTION:** use of the term New York Vendée may be authorised subject to the Organising Authority's approval

The competitor may not use the New York Vendée - Les Sables d'Olonne race logo.

Competitors may not place their logo next to the New York Vendée - Les Sables d'Olonne race logo.

Competitors may not use their logo next to the event brand.



2) Specific rules on use: Participant merchandising and Skipper apparel.

a) Participant merchandising

The Organising Authority hereby authorises any Participant registered for the NYV LSD 2024 to sell products bearing the logo NYV LSD alongside their brand.

This authorisation is subject to strict compliance with the following terms and conditions:

- **The race logo for the NYV LSD**, excluding any other distinctive sign belonging to the Organiser, may be affixed to merchandising.
- The participant's official logo, and it alone, may be affixed to products branded with the race logo for the Vendée Globe.
- **Merchandising must be exclusively purchased from the official license holder of the Organising Authority.**
- **Product visuals, particularly the positioning of logos, must all be systematically approved by the Organising Authority** before the production run is launched. The Organising Authority reserves the right to demand the destruction of products it has not approved.

In relation to the production and the distribution and/or marketing of **derivative products** by the Participant in connection with its participation in the NYV LSD:

- The Participant must **submit** a fact sheet detailing the production of any derivative product using visual or audiovisual content by email to SAEM Vendée **for approval** referring to its participation in the Vendée Globe, whether such content was granted to it by the Organising Authority or belongs to it;
- The Organising Authority must respond to the approval application within a reasonable period of time.

b) Skipper apparel

The Organising Authority hereby authorises any Participant registered for the NYV LSD 2024 to affix the NYV LSD logo alongside their brand **ON THE SKIPPER'S CLOTHING ONLY**.

Under no circumstances will Team members or other persons connected to the Skipper be granted this derogation.

Any use of the Vendée Globe logo alongside another brand (co-branding) must be approved by the Organising Authority beforehand.

E - Derivative products / Merchandising of the Organising Authority

1) With content from the Organising Authority's image bank

a) Exploitation of images by the Organising Authority:

In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority involving images owned by it under the Notice of Race and this Annex, a distinction is drawn between use of individual images and collective images.

- **Collective images:** these are visual or audiovisual content portraying five (5) or more skippers and/or five (5) or more IMOCA boats. For these images, the Organising Authority, which does not require any prior approval for the design, production, distribution and/or marketing of the relevant derivative products, undertakes to respect the image rights of each skipper as a natural person, in accordance with the

provisions of section VII, B, 1) of this Annex. It is stipulated that collector image albums are considered derivative products using collective images.

- **Individual images:** these are visual or audiovisual content portraying fewer than five (5) skippers and/or five (5) IMOCA boats. For these images, the Organising Authority undertakes to respect the following specific requirements:
 - The Organising Authority must submit a fact sheet detailing any proposed derivative product that uses an individual image by email to the Participant's (or Participants') communication contact for approval;
 - The Participant(s) concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Failing any response from the Participant(s) concerned before this deadline, the Organising Authority is entitled to consider its request approved.
 - Under no circumstances can approval be given in return for payment.

The Organising Authority undertakes to pay **50% of net revenues after tax** from the sale of any derivative products using collective and individual images to a common pot to be shared equally among all Participants in the NYV LSD 2024 edition, at the end of the NYV LSD 2024 period.

b) Exploitation of images by partners of the Organising Authority:

In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority involving images owned by the Organising Authority under the Notice of Race and this Annex, no distinction is made between the composition of images, which are in principle all individual.

Where **derivative products** are produced, distributed and/or marketed by a partner of the Organising Authority:

- Said partner must submit a fact sheet detailing any proposed derivative product that uses an image included in the licence granted to the Organising Authority by email to the Participant's (or Participants') communication contact for approval;
- The Participant concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Beyond this deadline, failing any response from the Participant concerned, the partner concerned is entitled to consider its request approved.
- The partner and the participant **will negotiate** the payment terms between themselves.

2) With content from the Participant's image bank granted to the Organising Authority

In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority and/or its partners involving images to which it holds a licence under this Annex, no distinction is made in terms of the composition of images, which are in principle all individual.

a) Exploitation of images by the Organising Authority:

Where production, distribution and/or marketing of **derivative products** is done by the Organising Authority:

- The Organising Authority must submit a fact sheet detailing any proposed derivative product that uses an image included in the licence by email to the Participant's (or Participants') communication contact for approval;
- The Participant concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Beyond this deadline, failing any response from the Participant concerned, the Organising Authority is entitled consider its request approved.
- Under no circumstances can approval be given in return for payment.

The Organising Authority undertakes to pay **50% of net revenues after tax** from the sale of any derivative products using collective and individual images to a common pot to be shared equally among all Participants in the NYV LSD 2024 edition at the end of the NYV LSD 2024 period.

b) Exploitation of images by partners of the Organising Authority:

Where **derivative products** are produced, distributed and/or marketed by a partner of the Organising Authority:

- Said partner must submit a fact sheet detailing any proposed derivative product that uses an image included in the licence granted to the Organising Authority by email to the Participant's (or Participants') communication contact for approval;
- The Participant concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Beyond this deadline, failing any response from the Participant concerned, the partner concerned is entitled to consider its request approved.
- The partner and the participant **will negotiate** the payment terms between themselves.

IX – Schedule of financial and/or sports penalties

The penalties are set out in the Notice of Race ANNEX "FINANCIAL PENALTIES".

X – General provisions

A – Titles and numbering

Chapter and paragraph headings and titles of articles and clauses in this Annex, together with their numbering system, where applicable, have been used solely to facilitate reading. Therefore, in the event of difficulty interpreting any chapter headings or clause titles and any clause, said headings and titles will be declared null and void.

B – Non-waiver

The fact that the Organising Authority tolerates a situation does not confer any rights on any party.

In general, tolerance by the Organising Authority may not be interpreted as a waiver of its entitlement to assert its rights. Furthermore, waiving the entitlement to assert its rights in the event of a breach of any of the provisions of this Annex cannot be interpreted as a definitive waiver of its right to assert its rights at a later stage.

C – Partial non-validity

If one or more of the provisions of this Annex is ruled invalid or unenforceable pursuant to a law or regulation or subsequent to a full and final ruling by a competent court, this provision will be deleted from the Annex without affecting the validity or enforceability of the other provisions.

D – Appendices and additional clauses

Any amendments to this Annex and its appendices shall be made by adding a clause to the Notice of Race.

E – Joint and several liability

In accordance with the Notice of Race, the Participant includes several natural persons and legal entities, which all bear joint and several liability with regard to the obligations arising from the Notice of Race and its annexes, including this Annex.

F – Address for service

For the purposes hereof, the parties elect domicile at their respective addresses as indicated in the header to this Annex as regards the Organising Authority and in their application as regards Participants.

Each party undertakes to notify the other party of any change in domicile that may arise during the performance hereof.

G – Applicable law and competence

This Annex is governed by French law in terms of to both substantive and procedural rules.

ANY DISPUTE ARISING FROM THE PERFORMANCE OF THIS ANNEX THAT CANNOT BE RESOLVED AMICABLY WILL COME UNDER THE JURISDICTION OF THE COURT WHOSE SEAT IS THAT OF THE COURT OF APPEAL OF POITIERS AND IN THE FIRST INSTANCE THE COMPETENT

COURT IN LA ROCHE SUR YON. THIS COURT WILL HAVE SOLE COMPETENCE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, INCLUDING FOR EMERGENCY OR PROTECTIVE MEASURES OR EX-PARTE PROCEDURES.

Appendix 1 - Master drawing for OBLIGATORY brandings on IMOCA boats

The exact master drawing will be notified to participants in good time.

Appendix 2 - Master drawing for OPTIONAL brandings on IMOCA boats

The exact master drawing will be notified to participants in good time.