

# THE OCEAN RACE EUROPE 2025 FOR IMOCA 60 CLASS BOATS

# PRELIMINARY NOTICE OF RACE

1st October 2023

ORGANISING AUTHORITY: The Ocean Race 1973, S.L.



#### **Race Headquarters**

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#### 1. THE RACE

- 1.1 The official name of the Race is "The Ocean Race Europe 2025 ®" (the "Race')
- 1.2 The Race is a sailing event taking place in Europe raced in IMOCA 60 Class Yachts.
- 1.3 The Race is scheduled to start in a city to be announced by the OA at a later stage in Northern Europe in the late Summer 2025 and finish in a city to be announced by the OA at a later stage in the Mediterranean in Autumn 2025. The race will consist of four to six scoring legs between five to seven cities.
- **1.4** The Official timings shall be expressed in local times and the official language shall be English.

#### 2. THE DOCUMENTS AND RULES

- 2.1 The Race will be governed by the rules as defined in the Racing Rules of Sailing (RRS). Other documents under RRS Definitions Rule (g) include:
  - (a) The Equipment Rules of Sailing (ERS).
  - (b) The Notice of Race (NOR).
  - (c) The Sailing Instructions and Addendums (SI).
  - (d) The IMOCA 60 Class Rules
  - (e) The Sustainable Race Team Code of Conduct.
  - (f) The Ocean Race Code of Conduct
  - (g) Race Registration Form
- 2.2 The Race has been awarded World Sailing Special Event Status and the OA will request permission to delete; RRS 88.1 and 88.2 and replace with; 'The prescriptions of national authorities will not apply'. The OA will apply to World Sailing for permission under RRS 86.2 to change the racing rules. The approval will be posted on the Noticeboard.
- 2.3 Certain RRS will be changed, the changes will appear in full in the SI's.
- **2.4** English is the language of the Race and if there is a conflict between languages the English text shall take precedence.
- **2.5** Documents will be posted on the Noticeboard:
  - (a) Team Noticeboard
  - (b) Public Noticeboard

#### 3. ENTRY, FEES, AND ELIGIBILITY

- 3.1 To be an entered Team and be eligible as a participant of the Race, the Team shall perform the following mandatory steps:
  - a. Complete and sign the Registration Form provided by the OA upon request.
  - b. Pay the Entry Fee of upon signature of the Agreement dependent on the following:
    - i. Teams completing the Registration Process between November 1st, 2023, and July 31st, 2024, inclusive, will not be charged an Entry Fee ("Standard Entry Fee").
    - ii. Teams completing the Registration Process on or after August 1st, 2024, inclusive will pay an Entry Fee of twenty-five thousand euros (25,000 Euros) ("Late Entry Fee")
  - c. Pay a refundable deposit of twenty thousand euros (20,000 Euros) as a security to cover any potential instances of non-compliance of the Team's obligations under the Registration Form terms and conditions (the "Deposit"). TOR reserves the right to make deductions from the deposit, at its reasonable discretion, in cases where the team fails to meet its obligations as per the Registration Form terms and conditions. These deductions will be performed to cover any costs and compensations resulting of such non-compliance.
  - d. The Deposit shall be returned, less any deductions that may apply on or before September 30th, 2025. In the event the Team is unable to start the Race for reasons outside of its control, the OA shall return the Deposit.
- 3.2 The OA reserves the right to establish a maximum limit on the number of entries at its absolute discretion.

### 4. SUSTAINABILITY

- 4.1 The OA is deeply committed to fostering sustainable practices, both on water and on shore, and to playing an active role in restoring ocean health. All operations must strictly adhere to the sustainability guidelines provided by the OA.
- **4.2** Teams shall generate 30% percentage of the total energy consumed on each Leg from renewable sources (Hydro, Solar, Wind.).
- 4.3 The OA may specify scientific equipment to be carried on board for the purpose of monitoring and studying ocean health. Teams must ensure this equipment is operated as directed by the OA. Teams that do not carry the scientific equipment shall carry equivalent corrector weights in a position designated by the OA.
- 4.4 The OA asserts that gender equality, diversity, and inclusion is imperative for a sustainable future. Teams must have policies and practices in place to ensure an inclusive and safe working environment.
- 4.5 All teams are required to sign the Teams Sustainability Charter. Persons in charge, reserve persons in charge, OBRs and Crew Members must sign and comply with the Sustainable Race Team Code of Conduct.
- 4.6 The OA reserves the right to implement a beta-test of the 'Leg Zero Trophy' which if exercised all Teams will be required to participate. Teams would be awarded points for achieving prescribed sustainability related actions. The point awarded relate solely to the Leg Zero Trophy and will not impact of the overall points scoring system for the sporting sailing competition.

## 5. RACE SCHEDULE

- 5.1 The Race is scheduled to start in a city to be announced by the OA at a later stage in Northern Europe in the late Summer 2025 and finish a city to be announced by the OA at a later stage the Mediterranean in Autumn 2025.
- 5.2 The Race will consist of scoring legs between five to seven Cities and short Coastal Races
- 5.3 The Race will have a duration of approximately four to six weeks.
- **5.4** Pro-Am Races and Corporate Guest Sailing may be scheduled in the Host City Stopovers at the OA's discretion.
- There will be no scoring In-Port races in the Host Port Stopovers. However, Leg Starts may include a short Inshore section and bonus points shall be awarded for positions at the last mark of the inshore section (The Leaving Gate).
- **5.6** A scoring short inshore Coastal Race may be scheduled in some Host City Stopovers at the OA's discretion.
- 5.7 The course may include scoring gates where bonus points shall be awarded at the OA's discretion.
- 5.8 The final route, dates and timings will be published via amendment of the Notice of Race.
- A Boat shall make a reasonable attempt to start, sail the course and finish all Practice, Pro-Am and In-Port races. Failure to do so may result in a protest by the RC. Any penalty given will be a points penalty applied to the overall score.

#### 6. BOATS, SAILS, APPENDAGES AND TRAINING

- **6.1** Boats shall have:
  - o IMOCA 60 Class Standard Solid Steel Fin keel.
  - Race Sails, Rigs, Appendages and Equipment only in accordance with the IMOCA 60 Class Rules, the NOR and the SI's.
  - All OA specified safety equipment on board throughout a Leg.
  - A valid IMOCA 60 Measurement Certificate.
- 6.2 The OA may specify industry standard position monitoring, security and tracking equipment that shall be fitted on board the Boat. Once installed it shall remain powered on and shall not be modified or removed except by, or with the prior written approval of the OA. Teams shall facilitate continuous access to real time navigation and weather data via telemetry to Race Control for safety purposes. The OA may use the information received from the position monitoring equipment to verify compliance with the Rules.
- 6.3 The OA may specify Network, Multimedia, Cameras and Satellite Communication equipment and cameras that shall be fitted on the Boat.

#### 7. CREW MEMBER CERTIFICATION.

- 7.1 The Team shall ensure its Crew Members meet the requirements under this section providing the OA with all the applicable documents that the OA deems necessary to certify compliance.
  - a. All Crew Members shall have attended a RYA/World Sailing Sea Survival course, or an equivalent approved by the OA, in the five years prior to the start of the Race.
  - b. Crew Members shall comply with any statutory crew qualification requirements of the Authorities of Port of Registration of the Boat.
  - c. At least two Crew Members shall have a national recognised first aid certificate, acceptable to the OA, which shall be valid until 30 September 2025. The certification shall include cardio-pulmonary resuscitation.

#### 8. CREW MEMBERS ONBOARD WHILE RACING

- **8.1** No individual shall be on board a Boat while racing without the approval of the OA at its sole discretion.
- **8.2** Teams shall ensure the Boat has a Person In Charge (PIC) on board for all sailing activities.
- **8.3** For all Legs and Coastal Races and Pro-Am Races there shall be four Crew Members on board, of which at least one shall be female. The Crew shall be multinational, representing at least two different nations. Crew Member nationality shall be determined either by the passport they hold or their residency.
- **8.4** During a Pro-Am Race there shall be a minimum of four Crew Members on board while racing
- 8.5 A Crew Member may leave the Boat during a Leg due to an emergency or other reason approved by the RC, having left they shall not return or be replaced during that Leg. The departure of the Crew Member shall be immediately reported to race control. This changes RRS 47.2

#### 9. ONBOARD COMMUNICATIONS

- **9.1** Boats shall always carry an OBR while racing. The OBR is additional to the specified crew number. The OBR shall not participate in racing or sailing activities.
- 9.2 Each Team shall be required to transmit a minimum number of still images, video sequences, and written updates to the Race media team during each Race day at sea. Additional material may be required to be transferred to the Race media team at the end of each Leg. General requirements as above will be defined before the end of the entry period. Specific content requirements for each Team will be agreed for each Team ahead of each Leg during a briefing with the Race media team.
- **9.3** The OBR shall attend mandatory training to be provided by the OA.

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#### 10. BRIEFINGS

- **10.1** The Person in Charge and the Navigator shall attend a Race Management briefing prior to each Leg.
- 10.2 Crew Members shall attend additional safety briefings that may be scheduled by the OA throughout the Race.
- 10.3 Crew Members shall attend Awards Nights, Public Prizegiving's, Press Conferences, Sustainability Events & Climate Summits and Ocean Live Park Events as scheduled by the OA.

#### 11. DOCUMENTS AND DECLARATIONS REQUIRED TO RACE

- **11.1** The completed and signed Registration Form.
- 11.2 Proof of payment of the Entry Fee (when applicable) and the Refundable Deposit.
- 11.3 Teams shall supply a Crew Member list and Crew Member personal information forms to the OA at least 48 hours before they start each Leg or Coastal Race through the OA's designated online platforms.
- **11.4** Proof of insurance and the coverage for the mandatory insurances.
- **11.5** A completed IMOCA Boat Information Form.
- **11.6** A copy of the first aid and sea survival certificates.
- **11.7** The signed Sustainable Race Team Code of Conduct.

#### 12. GUESTS ONBOARD

12.1 The Team shall ensure Guests always wear life jackets while on board and shall provide all other necessary safety equipment and waterproof clothing to the Guests and ensure the Guests use the same. The OA may require Guests to wear protective helmets at all times whilst onboard.

# **Boat Tours**

12.2 The Team shall make the Boat available for a minimum of one scheduled session of two hours each at each stopover for Boat Tours. The Team shall provide a suitably knowledgeable person from the Team Crew Members or the Team shore crew to host these sessions. The Team may additionally include as many Boat Tours as part of the Guest Experience for their own Guests as needed. The forehatch of the Boat must be closed during all Boat Tours.

#### **Pro-Am Races**

- **12.3** During Pro-Am races, guests may take part in the sailing of the Boat.
- **12.4** During Pro-Am races guests shall comply with RRS 49.

#### 13. MAINTENANCE, REPAIRS AND MEASUREMENT

- **13.1** Boats shall not be lifted out of the water during the Race without the written permission of the Race Committee.
- 13.2 Teams are permitted a maximum of four technical shore crew technicians to maintain the boat during stopovers. Teams shall supply the names of the technical shore crew technicians 48 hours before each stopover. Crew from the previous Leg may also maintain the boat in stopovers. Commercial divers may be employed to inspect or clean the underwater surfaces of the Boat.
- **13.3** All Boats shall be available for measurement and inspection by the RC or a Race equipment inspector at any time.

#### 14. SAILING INSTRUCTIONS

**14.1** The General SI's will be available in Q2 2025. When available they shall be posted on the Race Noticeboard.

#### 15. BRANDING. IP. AND EVENT ADVERTISING

- **15.1** Teams shall display branding during the event in their equipment and Boat in accordance with the Race Branding Guidelines and/or as specified by the OA.
- 15.2 The Registration Form will contain a commercial appendix setting out the rules regarding restricted advertising categories, licencing of Event branding and Team commercial rights and benefits and obligations.

# 16. SCORING

- A modified RRS Appendix A shall apply to Legs and Coastal Races: They will be scored on a high points basis: The winner of each Leg or Coastal Race shall score points equal to the number of Race entries, 2<sup>nd</sup> shall score one point less than the number Race entries and each subsequent position shall score one point less than the position above. Boats that do not start or do not finish a Leg will score zero points.
- **16.2** Bonus points will be awarded for positions at the Leaving Gate on a Leg Start and at designated scoring gates.
- 16.3 Each Boat's score shall be her total for all Legs, plus any bonus points awarded, less any penalty points applied by the International Jury. The boat with the highest series score wins and others shall be ranked accordingly. Ties on overall points, will throughout the race be broken in favour of the boat with the highest position on the last Leg or Coastal Race sailed.

#### 17. PRIZES, TROPHIES AND PRIZEGIVINGS

- 17.1 Trophies and Prizes will be awarded to the top three Boats overall based on their aggregate performance during the Race.
- 17.2 Other Trophies and Prizes may be awarded during the Race at the discretion of the OA

#### 18. INSURANCE

- **18.1** Teams shall each take out and maintain insurance at their respective cost:
  - a. Third party liability insurance (including public liability and other relevant third party insurance for not less than three million five hundred thousand Euros (€3,500,000), sufficient to cover any and all of their respective liabilities and risks which in connection with the Race.
  - b. Personal accident insurance (including death and capital benefits coverage) for each Team crew member for not less than Four Hundred and Fifty Thousand Euros Euros (€450,000), medical, baggage, travel and other appropriate insurances as may be appropriate for their individual personal circumstances and responsibilities.

#### 19. OA'S LIABILITY, RESPONSIBILITY

- 19.1 The OA's responsibilities in relation to Teams, Crew Members, OBRs, Team representatives and PIC are set out in the Rules as may be amended from time to time. The OA shall have no liability to any other individual involved in the Race or to any other individual involved in any manner in the Race for negligence and shall not be responsible for any loss, damage, or injury of whatsoever kind, howsoever arising, (other than for death or personal injury caused by the negligence of the OA, misrepresentation, breach of duty or otherwise to the maximum extent permitted by Law.
- 19.2 The OA shall not be liable to any other party for any loss of profits, loss of revenue, or any incidental, indirect, consequential or special damages of any kind or nature arising under or relating to the NOR, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, save where the same is caused by the other party's wilful misconduct, or its employees, sub-contractors or agents.
- 19.3 Insofar as any of the other exclusions of liability set out in this NOR fail to exclude any liability the OA may have for injury, loss or damage suffered by any third party in respect of any activities undertaken by, or for the benefit of, any one Team, such Team shall indemnify the OA in respect of such liability and all costs and expenses attributable to such claim. Teams shall generally indemnify the OA for any loss or damage sustained by the OA as a result of Teams' breach of the Race Rules including without limitation those required by this NOR.
- 19.4 Teams and any others involved with the Race shall be deemed to have notice of these exclusions and indemnities and shall not make any claims or bring any proceedings of any nature in relation to or arising out of the Race against anyone involved in the

organisation or management of the Race other than the OA and against the OA only in accordance with the Race Rules. Without prejudice to the generality of the foregoing the benefit of all exclusions and indemnities in the Race Rules shall apply not only to the OA but also to the individual members of the OA and RC and anyone else involved in the organisation or management of the Race from time to time and the term to the OA in the Race Rules shall be construed accordingly.

- Acceptance of these exclusions of liability and provision of these indemnities shall be a condition of entering or participating in the Race and shall be effective as against Teams and any others involved with the Race. It is the responsibility of Teams entering the Race to ensure that the above provisions are brought to the attention of anyone involved with the Team in connection with the Race including but not limited to team members and any others involved with the Race.
- 19.6 Force Majeure. The OA shall not be liable to any Team and any others involved with the Race for any actual or construed, loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of any cause beyond the reasonable control of the OA including (without limitation) any act of God, war, military operations, terrorism, riot, accident, pandemics, breakdown of plant or machinery, failure or shortage of power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning, strike, lock out, trade dispute or labour disturbance, the act or omission of, or refusal of any licence or permit by any Government, national or international sailing authority, highway authority, public telecommunications operator or administrative or other competent national or international authority, or difficulty, delay or failure in provision, manufacture, production or supply by third parties of any information, goods or services.
- 19.7 Any sailing dispute will be judged in accordance with the RRS. Lodging an undertaking implies that the Team and Crew members and their beneficiaries waive the possibility of having recourse to any jurisdiction other than sailing authorities to settle disputes relating to sailing. No claim for damages will be founded (RRS Fundamental Rule N3) The OA shall not be liable to any other party for any loss of profits, loss of revenue, or any incidental, indirect, consequential, or special damages of any kind or nature that may arise.

#### 20. CODE OF CONDUCT AND SAFEGUARDING

- 20.1 Teams, Persons in Charge, Crew Members, and other Team Members shall comply with any reasonable request from any official, including attendance at official functions, co-operation with event sponsors and shall not behave to bring the event into disrepute. A breach of this NOR 22.1 may be referred to the IJ by the OA the penalty may include exclusion from further participation in the event.
- 20.2 Teams, Persons in Charge, Crew Members, and other Team Members (Collectively the "Participants"), are required to adhere to the OA's safeguarding policy, which aims to ensure the safety and well-being of all individuals involved in the competition. By entering this sailing competition, each Participant acknowledges and agrees to the following:
  - a. Compliance with Safeguarding Policy: All Participants must familiarize themselves with the OA's Safeguarding Policy, as made available on the Noticeboard or provided upon request. It is the responsibility of each Participant to comply with the provisions outlined in the Safeguarding Policy throughout the entire duration of the event.

- b. Reporting Obligations: Participants are obligated to promptly report any incidents or concerns related to safeguarding, including but not limited to suspected abuse, harassment, or unsafe conditions, to the OA's designated Safeguarding Officer or appropriate authority as specified in the Safeguarding Policy.
- c. Cooperation with Investigations: Participants must fully cooperate with any investigations or inquiries related to safeguarding matters, as conducted by the event's organizers or relevant authorities. Failure to cooperate may result in disciplinary action.
- d. Zero Tolerance: This event has a zero-tolerance policy towards any form of abuse, harassment, or discrimination. Any Participant found to have violated this policy may face sanctions, up to and including disqualification from the competition and reporting to relevant legal authorities.
- e. Confidentiality: All safeguarding reports and related investigations will be treated with the utmost confidentiality, in accordance with the event's Safeguarding Policy and applicable laws.
- 20.3 By entering this sailing competition, Participants affirm their commitment to creating a safe and inclusive environment for everyone involved. The event organizers reserve the right to take appropriate actions to address any safeguarding violations and to ensure the safety and well-being of all Participants.
- **20.4** A breach of this NOR 20.1, 20.2 and 20.3 may be referred to the IJ by the OA the penalty may include exclusion from further participation in the event.
- 20.5 Notwithstanding any provision to the contrary, the OA reserves the right to inform and cooperate with relevant national federations, sporting entities, and national or local authorities about any incident or matter arising during the competition that may warrant disciplinary or legal action. By participating in the event, Participants acknowledge that certain incidents, especially those potentially amounting to criminal conduct, may be subject to laws and regulations beyond the scope of this competition and the OA's Safeguarding Policy. Participants are advised that any serious breach or incident may result in matters being referred to external authorities for further investigation and action.

Please direct any inquiries or requests for the full Safeguarding Policy to the safeguarding officer via email to <a href="mailto:Safeguardingofficer@theoceanrace.com">Safeguardingofficer@theoceanrace.com</a>.

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# **ABBREVIATIONS**

IMOCA	International Monohull Open Class Association
NOR	Notice of Race
OA	Organising Authority
OBR	On Board Reporter
OLP	Ocean Live Park
PIC	Person in Charge
RC	Race Control
RRS	Racing Rules of Sailing
SI	Sailing Instructions

# **DEFINITIONS**

Boat	any vessel fully compliant with the rules and regulations set forth by the International Monohull Open Class Association (IMOCA)
Coastal Races	An on-water section where Boats navigate within a certain distance from the shoreline as may be determined by the OA.
Crew Member	Means any individual who has signed the Crew Member Agreement and who may be on board the Boat for the Race including the Person in Charge
Crew Member Agreement	Means the agreement between the OA, and each Crew Member in the standard form provided in the Noticeboard
Leaving Gate	A gate designated in the Leg Instructions that yacht must pass through as they leave the inshore section of a Leg Start
Leg	Means a race between two host cities during the Race
Leg Start	Means the departure of the Boats from a host city for the next Leg of the Race;
Pro-Am Races	Means a sailing race involving professional and amateur crew, run by the OA in the vicinity of a Host City

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