



THE OCEAN RACE EUROPE 2021

NOTICE OF RACE

**FOR IMOCA 60 AND VO65 CLASS
BOATS**

2nd December 2020

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



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1. THE RACE

- 1.1** The Ocean Race Europe 2021 will start in Western France in late May 2021 and will finish in the Mediterranean in late June 2021. The race will consist of a number of scoring legs between a minimum of three Host Cities, with an approximate total Race distance of 2,000 miles.

2. THE DOCUMENTS AND RULES

- 2.1** The Ocean Race Europe 2021 will be governed by the rules as defined in the 2021-2024 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 their addendums (SI).
- (d) The IMOCA 60 Class Rules
- (e) The VO65 Class Rules.
- (f) The Sustainable Race Team Code of Conduct.
- (g) Branding Guidelines
- (h) Race Content Guidelines

- 2.2** World Sailing has awarded Special Event Status to the Race and has granted permission to delete; RRS 88.1 and 88.2 and replace with; 'The prescriptions of national authorities will not apply'. The Organising Authority 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** The following RRS will be changed, the changes will appear in full in the SI's: 32, 32.2, 41, 47, 48, 51, 52, 55, 60.2, 61.1 (a), 64.2, 76.1, 78.1, Appendix A 2, 4, 7, 8.1 & 9, Appendix N 2.2, The changes will appear in the SI's. The SI's may also change other rules, including other rules of the RRS.

- 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) Noticeboard: <https://app.smartsheet.com/sheets/>
- (b) Public Noticeboard: <https://www.theoceanrace.com>

3. ENTRY AND FEES

- 3.1** The OA will set a maximum number of entries.

- 3.2** In order to apply for the Race, the OA requires the completion of two forms by each Team:

- 3.2.1** Registration Form; and
- 3.2.2** Application to Enter.

These files will be accessible online at The Ocean Race Notice Board.

- 3.3 To reserve an Entry place, Teams shall file the Registration form and pay a non-refundable Registration Fee of 500 Euros-
- 3.4 Once the Registration Form has been filed and The Ocean Race has approved the Team, the Team may proceed to file the Application of Enter. Applications will open on January 11th 2021 and close by no later than April 16th 2021. The Application to Enter shall be accompanied by payment of the Entry Fee of 4,500 Euros.
- 3.5 Late Entries may be accepted until April 30th 2021 if the maximum entry limit has not been reached. In such case, the Team shall pay the late Entry Fee of 7,500 Euros and comply with the remaining requirements set forth in clause 3.4 above.

4. SUSTAINABILITY

- 4.1 The Ocean Race is committed to supporting sustainable development, and to restoring the health of our oceans. All on water and on shore operations shall comply with the sustainability guidelines provided.
- 4.2 All Participants and their Management shall sign the Team Sustainability Charter that incorporates specific pledges and commitments and shall comply with the Sustainable Race Team Code of Conduct.
- 4.3 The OA reserves the right to install scientific equipment on board the Boats related to the measurement of ocean health. Teams shall operate the scientific equipment as directed by the OA.
- 4.4 Teams are encouraged to minimise the amount of fossil fuel during the Race by utilising renewable power sources (Hydro, Solar, Wind). The most innovative and efficient Teams in each Class will be recognised with a Trophy based on the overall sustainability guidelines.

5. RACE SCHEDULE

- 5.1 The Ocean Race will start in Western France in late May 2021 and will finish in the Mediterranean in late June 2021. The race will consist of a number of scoring legs between a minimum of three Host Cities with an approximate total Race distance of 2,000 miles.
- 5.2 The Race will have a duration of approximately four weeks
- 5.3 Pro-Am Races may be scheduled in the Host City Stopovers
- 5.4 The final route, dates and timings will be published in an amendment to the Notice of Race.

6. BOATS, SAILS, APPENDAGES AND TRAINING

- 6.1 Boats shall race in separate Classes:
 - o IMOCA 60
 - o VO65

6.2 IMOCA 60 Boats shall have:

- 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

6.3 VO65 Boats shall have:

- Race Sails, Rigs, Appendages and Equipment only in accordance with the VO65 Class Rules, the NOR and the SI's.
- All OA specified safety equipment on board throughout a Leg.

6.4 Position monitoring, security and tracking equipment may be installed by the OA and shall remain 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 or for developing and testing tracking or other OA software. A Team wanting to turn their position monitoring equipment off must apply in writing to the OA; the OA's decision will be posted on the Noticeboard.

6.5 Telemetry, Network, Multimedia, Cameras and Satellite Communication equipment and cameras may be fitted on the Boat by the OA. Teams shall grant Technical Staff employed by the OA access to the Boat at every stopover to maintain and check the systems.

6.6 Boats cannot claim redress for failure of any equipment supplied or serviced by the OA. This changes rule 62.1(a).

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.

7.1.1 At least 30% (rounded up) of the Crew Members on each Leg including the Person in Charge shall have completed training to Section 6 of the World Sailing Offshore Special Regulations no more than five years prior to the start of the Race

7.1.2 Crew Members shall comply with any statutory Crew qualification requirements of the Authorities of Port of Registration of the Boat.

7.1.3 At least two Crew Members shall have a national recognised first aid certificate, acceptable to the OA, which shall be valid until 30 June 2021. The certification shall include cardio-pulmonary resuscitation.

8. CREW MEMBERS ONBOARD WHILE RACING

8.1 No Person shall be on board a Boat while racing without the approval of the OA.

8.2 The OA may withhold this approval for any reason.

8.3 A Person in Charge shall be on board for all IMOCA 60 and VO65 sailing activities.

8.4 For all Legs in the IMOCA 60 Class there shall be a minimum of four Crew on board,

of which at least one shall be female.

- 8.5 For all Legs in the VO65 Class there shall be a minimum of seven Crew on board, of which at least two shall be female.
- 8.6 During a Pro-Am Race in IMOCA 60s there shall be minimum of three Crew on board and for VO65s there shall be a minimum of four Crew on board while racing
- 8.7 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 Each Boat shall nominate a Crew Member to carry out the media tasks specified in the Notice of Race.
- 9.2 Each Team will 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 ahead of each Leg during a briefing with the Race media team.

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.

11. DOCUMENTS AND DECLARATIONS REQUIRED TO RACE

- 11.1 Teams shall supply a Crew list and Crew personal information forms to the OA at least 48 hours before they start each Leg.
- 11.2 A declaration signed by the Team stating compliance with the NoR Insurance requirements.
- 11.3 A completed Boat Information Form.
- 11.4 A copy of the first aid certificates.
- 11.5 The signed Race Team Code of Conduct, which includes but is not limited to the required event sustainable practices that the Team must comply with.

12. GUESTS ONBOARD

- 12.1 The Team shall ensure Guests wear life jackets at all times while on board and shall provide all other necessary safety equipment and waterproof clothing to the Guests and ensure the Guests use the same.

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 Race Crew or 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 three Technical Shore Crew to maintain the boat during stopovers. Teams shall supply the names of the Technical Shore Crew 48 hours before each stopover. Crew from the previous Leg may also maintain the boat in stopovers.
- 13.3** All Boats shall be available for measurement and inspection by the RC or an equipment inspector at any time.

14. SAILING INSTRUCTIONS

- 14.1** The General SIs will be available in Q1 2021. When available they shall be posted on the Noticeboard.

15. BRANDING, RACE CONTENT AND EVENT ADVERTISING

- 15.1** IMOCA 60 Teams shall display branding supplied by the OA in the IMOCA rule designated reserved areas in accordance with the terms set out in the Race Brand Guidelines provided by the OA.
- 15.2** VO65 Teams shall display branding supplied by the OA on the bow, boom and mainsail in accordance with the terms set out in the Race Brand Guidelines provided by the OA.
- 15.3** The Application to Enter will contain a commercial appendix setting out the rules regarding restricted advertising categories, licencing of Event branding and Team commercial rights and benefits and the Race Content Guidelines
- 15.4** By entering the Race, the Person in Charge, Crew Members and the Team Sponsors and Partners accepts that his/her image and name, the image of the boat, sponsor image and trademarks, may be captioned in the Race Content and used by the OA to make its communications, promote the Race and be exploited for an unlimited period of time on a worldwide basis and on any medium.

16. SCORING

- 16.1** A modified RRS Appendix A shall apply to Legs: They will be scored on a high points basis: The winner of each Class shall score points equal to the number of Race entries in that Class, 2nd shall score one point less than the number Race entries in that Class 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** A scoring gate may be included in the course for a Leg and one bonus point awarded to the first Boat in each Class passing through the scoring gate.
- 16.3** Each Boat's score shall be her total for all Legs 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 sailed.

17. PRIZES, TROPHIES AND PRIZEGIVINGS

- 17.1** Trophies and Prizes will be awarded to the top three Boats overall in each Class.
- 17.2** A sustainability Prize will be awarded in each Class.
- 17.3** Other Trophies and Prizes may be awarded at the discretion of the OA.

18. INSURANCE

- 18.1** Each Team shall take out and maintain insurance at their respective cost 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

Each team shall provide a certificate of such insurance coverage to its Application to Enter.

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.
- 19.2** 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.
- 19.3** 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 that of its employees, sub-contractors or agents.
- 19.4** 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.

- 19.5** 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 OA or The Ocean Race 1973,S.L in the Race Rules shall be construed accordingly.
- 19.6** 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.
- 19.7** 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.

20. CORRESPONDENCE

- 20.1** The Team shall permit the OA to access and/or view any correspondence in whatever form received by or sent by the Team to their boat during the Race Period for race management purposes. Any such correspondence of a personal or private nature shall be treated as confidential by the OA.

21. CODE OF CONDUCT

- 21.1** 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 so as to bring the event into disrepute. A breach of this NOR 29 may be referred to the IJ by the OA the penalty may include exclusion from further participation in the event.
- 21.2** A Boat shall make a reasonable attempt to start, sail the course and finish all Practice and Pro-Am 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**.

END.