



NOTICE OF RACE

NEW YORK VENDÉE LES SABLES D'OLONNE

Starts on 29th May 2024

Version of 6th July 2023

CONTENTS

CONTENTS	2
PREAMBLE : DEFINITIONS AND ABBREVIATIONS	4
1. ORGANISATION	6
1.1 Organising Authority	6
1.2 Race Management (RM)	6
1.3 Service providers in liaison with Race Management	6
1.4 Team of Race Officials.....	6
1.5 Referring doctor / Race doctor	6
1.6 OA's Communication departements	6
2. NAME AND OBJECT OF THE RACE.....	7
2.1 Name.....	7
2.2 Object	7
3. FUNDAMENTALS.....	7
3.1 Solo.....	7
3.2 Non-stop	7
3.3 Without assistance	7
3.3.1 Performance support [DP]	7
3.3.2 Medical assistance	8
3.3.3 Remote technical advice.....	8
3.3.4 Communication [DP].....	8
3.3.5 Access to mooring [DP]	8
4. RULES.....	8
4.1 Official language	8
4.2 Official time.....	9
4.3 Applicable texts	9
4.4 OA's undertakings with regard to skippers	10
4.4.1 Main meteorological information	10
4.4.2 Additional meteorological data [DP] (modifying RRS 41(c)).....	10
4.4.3 Daily rankings during the race.....	10
4.4.4 Prohibited zones [DP].....	10
4.4.5 Race monitoring	10
4.4.6 Right to prohibit gambling games	11
4.5 Participant's undertakings with regard to OA [DP]	11
5. SAILING INSTRUCTIONS.....	11
6. ELIGIBILITY AND ENTRY	11
6.1 Registration.....	12
6.2 Administrative file.....	12
6.3 Medical file.....	13
6.4 Qualification	13
7. ENTRY FEES.....	13
7.1 Entry fees in cash.....	13

7.2	Entry fees in kind.....	13
8.	PUBLICITY [DP] [NP]	15
9.	PROGRAMME ET OBLIGATIONS [DP]	15
10.	COURSE AND TIME LIMIT	16
10.1	Course.....	16
11.	RETURN TO PORT AFTER THE START	16
12.	ENERGY SOURCE [DP]	16
13.	OBLIGATIONS REGARDING EQUIPMENT [DP]	16
13.1	Boat tracking equipment supplied by the OA.....	16
13.2	Use of equipment on the boat	16
13.3	Navigation and safety equipment	17
13.4	Communication equipment.....	17
14.	MEASUREMENT AND EQUIPMENT INSPECTION [DP]	17
14.1	Seals.....	17
14.2	Water	17
14.3	Backup power.....	17
14.4	Sails	17
15.	PENALTIES.....	17
16.	POSITIONS IN THE PORT [DP].....	18
16.1	New York :	18
16.2	Les Sables d’Olonne.....	18
17.	RACE RANKINGS	18
18.	DECISION TO ENTER	18
19.	UTILISATION RIGHTS.....	18
20.	COMMUNICATION	18
21.	INSURANCE	19
21.1	Organising Authority.....	19
21.2	Participant.....	19
22.	LIABILITIES	19
22.1	OA	19
22.2	Participant.....	20
22.3	Disputes	20
23.	CONTACTS.....	20
23.1	SAEM VENDEE:.....	20
23.2	RACE MANAGEMENT:.....	20
24.	« PROGRAMME AND OBLIGATIONS » ANNEXE.....	21
25.	« FINANCIAL PENALTIES » ANNEXE.....	23

PREAMBLE : DEFINITIONS AND ABBREVIATIONS

NOTICE OF RACE

The applicable rules for the NEW YORK VENDÉE LES SABLES D'OLONNE Vendée Globe 2024-2025 are comprised of the Notice of Race and the Sailing Instructions, as well as their amendments, annexes and appendixes. Only documents signed by the legal representative of the **OA** and published on the official notice board are legally binding. In signing the registration form, Skippers undertake to comply with the said rules.

BOAT

A boat will be a monohull IMOCA with an IMOCA Measurement Certificate that is valid for the New York Vendée Les Sables d'Olonne 2024.

PARTICIPANT

A Participant comprises several entities :

- **A Skipper**
- **His/her substitute Skipper**, if need be
- **Team Manager**: he/she will be the interlocutor of:
 - The Organising Authority for all topics relating to the organisation of the race.
 - Race Management, for all sailing, sporting and safety matters, standing in for the Skipper, when necessary.
- **Sponsors**: all financial, logistical and/or technical partners of the Skipper/boat.
- **Shore team**: all those acting ashore for the Skipper and his/her boat, before, during and after the race. The Shore team will be represented by the Team Manager.
- **Communication representative**: entry point for all communication requests from the **OA**.
- **Multimedia representative**: permanent interlocutor of the **OA** on audiovisual aspects. During the race, his/her mission, including on-call duty, is to validate video footage and photographs sent by the skipper upon reception and before distribution and broadcasting. He/she may be assisted by one or two substitutes.
- **Crisis Communication representative**: **OA's** contact in the event of a crisis
- **Media representative**: entry point for media requests from the **OA** and from media contacting the **OA**
- **Digital representative**: entry point for requests relating to the Skipper's digital platforms (website, social networks, etc).

OFFICIAL NOTICEBOARD

The Official Noticeboard will be available online on the race website <http://www.newyorkvendee.org>

Abbreviations used in this Notice of Race and official documents will include:

Boat NP	Boat moored in Newport
Boat NYC	Boat moored in New York City
COLREGS	International Regulations for the Prevention of Collisions at Sea
CR	Communication Representative
FASa	First Aid at Sea
FFVoile	Fédération Française de Voile
IMOCA	International Monohull Open Class Association
NOR	Notice Of Race
NYV LSD	New York Vendée Les Sables d'Olonne
OA	Organising Authority
OSR	Offshore Special Regulations
RM	Race Management
RRS	Racing Rules of Sailing
SAEM	Société Anonyme d'Economie Mixte (semi-public company)
SI	Sailing Instructions
Skipper NP	Skipper whose boat is moored in Newport

Skipper NYC	Skipper whose boat is moored in New York City
Time FR	French time (Paris)
Time NYC	American time (New York)
TM	T eam M anager
TSS	T raffic S eparation S cheme
UT	U niversal T ime
WS	W orld S ailing

IMOCA GLOBE SERIES

The IMOCA Globe Series is the IMOCA world championship which is run between 2021 and 2025. A coefficient 4 is applied to the NYV LSD.

SELECTION POUR LE VENDÉE GLOBE

THE NYV LSD is also the last qualifying and selective event for the Vendée Globe. The miles logged during this event will be added to the selection miles table. The number of nautical miles will be awarded on the basis of 1.5 nautical miles for every mile raced.

PREVENTING VIOLENCE AND INCIVILITY

The FFVoile reminds us that sporting events are first and foremost a place for exchange and sharing, open and accessible to all. For this reason, competitors and accompanying adults are asked to behave courteously and respectfully in all circumstances, both on land and on the water, regardless of the origin, gender or sexual orientation of other participants.

UKRAINE CRISIS

Following Ukraine's aggression, the FFVoile decided on March 2, 2022 not to allow Russian and Belarusian competitors to take part in competitions throughout France.

Where the letters [DP] appear in a rule of the NOR, they shall mean that the penalty for a breach of the said rule may, at the Jury's discretion, be less than disqualification.

Where the letters [NP] appear in a rule of the NOR, they shall mean that a boat cannot file against a claim another boat for having breached this rule. This modifies RRS 60.1(a).

1. ORGANISATION

1.1 Organising Authority

The NYV LSD is a race organised by the SAEM Vendée, with a capital of EUR 3,000,000, whose head office is located at 38 Rue du Maréchal Foch - 85000 la Roche sur Yon (Vendée, France), represented by its CEO, Mrs Laura Le Goff, duly authorised to so represent the SAEM by virtue of the decision of the Board of Directors of 17th May 2016.

The race website is: <http://www.newyorkvendee.org>

The Organising Authority may be referred to as “the Organiser or SAEM Vendée or **OA**” in official documents.

1.2 Race Management (RM)

The Race Management team is composed of :

- Hubert Lemonnier Race Director
- Pierre Hays Assistant Race Director
- Claire Renou Assistant Race Director
- Yann Elies Assistant Race Director

The Race Director, commissioned by the SAEM Vendée and authorised by the FFVoile, shall manage all sailing and safety aspects of the race. He works closely with the FFVoile and the appointed officials with regard to all racing and regulatory aspects of the race as well as with the SAEM Vendée and its service providers and the IMOCA Class.

The Race Director acts under the SAEM’s control.

1.3 Service providers in liaison with Race Management

Race Management coordinates and monitors the following service provisions (non-exhaustive list):

- Weather
- Rankings during the race
- Skippers’ positions
- Tracking software
- MRCC / USGC

All of these missions will be rendered by service providers who are selected by the **OA**.

1.4 Team of Race Officials

The Team of Race Officials is appointed by the FFVoile in accordance with its regulation including the International Jury which will be formed in accordance with annexe N of the RRS and RRS 70.5. Its decisions will be final.

When judges are not physically present, they can be reached by telephone, video, emails or any other means of communication.

1.5 Referring doctor / Race doctor

According to appendix 3 of the the FFVoile’s medical regulations, a referring doctor/Race doctor will be appointed to study the medical records of each Skipper. He/she will also ensure medical monitoring of the Skippers during the race on behalf of the **OA**. It is the AMCAL organization.

- amcalteam@gmail.com

1.6 OA’s Communication departements

The **AO** has commissioned various service providers for communication under contracts that comply with public procurement rules. The service providers are listed in the “Marketing and Communication” annexe attached to the NOR.

2. NAME AND OBJECT OF THE RACE

2.1 Name

The official name of the race is « **NEW YORK VENDEE LES SABLES D'OLONNE** ».

The SAEM Vendée is the owner of the following trademarks:

- The **verbal trademark** “New York Vendée” registered on 5th October 2021 under n°018571728 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38, 41 for the **European Union**
- the **verbal trademark** “New York Vendée – Les Sables d’Olonne” registered on 5th October 2021 under n°3706930 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38, 41 for the **United Kingdom**.

2.2 Object

The **NYV LSD** is a sailing race, raced every four years. It is open exclusively to monohulls that comply with the current rules of the IMOCA class. It is the last major event before the start of the Vendée Globe.

The race will start off New York single-handed, non-stop and without assistance. It will reach Les Sables d’Olonne in accordance with prohibited zones imposed by Race Management for reasons of safety, ice, or the presence of marine mammals.

3. FUNDAMENTALS

General principle: the NYV LSD is a transatlantic race, solo, non-stop and **without assistance**.

3.1 Solo

The Skipper commits to sailing alone and to facing all the events arising during the NYV LSD alone. In addition, he/she cannot have any animal on board.

3.2 Non-stop

No stopover is permitted.

3.3 Without assistance

During the race, the skipper must not receive any :

- Personalised meteorological assistance; remote routing is authorised but only via platforms validated by the IMOCA Sport Committee.
- Performance assistance
- Remote intervention on any of the boat's equipment.
- Personalised medical assistance by a person without informing the race’s referring doctor.
- Organised psychological assistance.

3.3.1 Performance support [DP]

It is prohibited:

- to send data between the boat and its team, in one way or the other, which could be used to analyze and improve the choice of trajectory of the boat
- to help or advise the skipper in the management of his/her race
- to take control, defined as “any human and/or technological intervention outside the boat”
- to give a Skipper psychological help or assistance organized by a specialist in this field

It is authorized :

- to send positions from YB beacons to the **OA**, without changing the transmission time step nor the type of data transferred
- to discuss ETAs and logistics with the shore team and RM

3.3.2 Medical assistance

Medical assistance must be conducted by the referring doctor of the race or by the Skipper's doctor indicated in the registration file or through the Center of Maritime Medical Consultation in Toulouse. In accordance with medical secrecy, medical assistance shall be declared and detailed to the Race doctor.

3.3.3 Remote technical advice

Remote technical advice, defined as any information given by a support person (within the meaning of the RRS) enabling the Skipper to solve alone a technical problem on the boat with the means available on board, is authorized.

Is prohibited:

- Technical advice given to the Skipper regarding repairs in order to optimize the trajectory of the boat and minimize its loss in distance.
- Technical advice: advice connected to manoeuvring or operating the boat, particularly to compensate the loss in performance following technical damage, shall not be given.
- Taking control, defined as « any human and/or technological intervention outside the boat, including sending personalized updates by email allowing remote action on one or several parts, equipment, or settings of the boat in place of the crew”.

Is authorized :

- Sharing orally or in writing, exchanging photos and videos, when aimed at enabling the Skipper and its team to describe a technical problem and offer a method of repair so that the Skipper can make the repair autonomously.
- Any technical advice shall be accessible at all times to RM if a technical discussion group is set up through instant messaging (such as WhatsApp, Telegram, etc.).
- Technical advice shall be strictly limited to actions of repair.

3.3.4 Communication [DP]

By and large, any communication between the boat and land (email, telephony, messages, video call or other) must respect prohibitions and restrictions described in articles 3.3.

Is authorized :

- Communication (email, telephony, video call, messages)
- Surfing on websites from the boat, on condition that these websites are public and referenced in search engines. Browsing history shall not be erased and may be subject to verification within 96 hours after the return of the boat.
- Sending photo, video and audio files to the FTP made available by the **OA** or to the team's communication departments ashore.

The **OA** reserves the right to request the content of any communication between the skippers and land or other competitors at sea at any given moment, whatever it may be. A competitor's refusal to give the content of this communication may be forwarded to the Jury for penalties.

3.3.5 Access to mooring [DP]

A Skipper may put into port at anchor or on mooring post, by his/her own means, and without any outside assistance, to make repairs that are necessary for his/her safety or for that of his/her boat in order to continue the race. A Skipper will not be authorised to dock or to moor alongside a boat or a quay, nor to go ashore above the limit of the highest level of high tide.

4. RULES

4.1 Official language

French is the official language of the race. The **OA** will make an English version of each text (rules, annexes, etc.) available to Participants. In the event of any conflict in the translation, the French text will prevail.

4.2 Official time

Times will be expressed as follows:

- Ashore, which includes operations for the start and finishes, in local time;
- At sea, in UT.

4.3 Applicable texts

The event shall be governed by:

- the rules and regulations provided in the Racing Rules of Sailing (RRS) 2021-2025, throughout the whole of the race;
- the national prescriptions translated into English for non-francophone competitors and set out in Annexe "Prescriptions";
- "The skipper acknowledges having read the FFVoile Prescription (OSR – FFVoile no. 3Bis 2022/2023); OSR 3.02: the skipper is solely and entirely responsible for the decision to conduct an inspection as described in Annexe L of the OSR or to have it conducted;
- Part B of the International Regulations for the Prevention of Collisions at Sea (COLREGS) when applicable;
- Category Mo1 of the Offshore Special Regulations (OSR) and as may be amended by exemptions granted to the FFVoile and included in the class rules annexes;
- IMOCA Class Rules;
- IMOCA Globe Series 2021-2025 Championship rules;
- IMOCA 2024 Championship
- Equipment Rules of Sailing (ERS) when they are not in conflict with the IMOCA Class Rules.
- The following RRS are modified:
 - RRS in chapter 2: RRS in chapter 2 apply within 30 miles from the start line and 30 miles before the finish mile for each portion of the course covered in the daytime. They are replaced by part B (steering and sailing rules) of the International Regulations for the Prevention of Collisions at Sea (COLREGS) for these portions of the course covered in the night-time and for the rest of the course.
 - RRS 41 (Outside help): modified in NOR paragraphs 3 and 4.
 - RRS 45 (Hauling out, making fast, anchoring)
 - RRS 48.1. (Limitations on equipment and crew): modified as follows: "boats may carry spare equipment during the race provided they have written consent from race management and in accordance with Class rules".
 - RRS 51 (Movable ballast): take out the 2 first sentences and replace by: "any moving of weight (stacking) for the purpose of changing trim or stability is authorized within the following limits: inside the boat, all other heavy elements, with the exception of batteries, which may cause damage to the boat or injure the crew shall be firmly and permanently fixed in place, except when they are moved around. Food, water and fuel tanks, safety equipment (except life rafts and/or sealed equipment), fittings and spare parts can be stowed in boxes and moved if they are made fast to the boat. Sails may be moved around at will. Sail bags shall not be able to retain water".
 - RRS 54 (Forestays and headsails tacks): not applicable.
 - RRS 55.2 (Spinnaker poles, whisker poles): not applicable.
 - The following RRS are modified in the SI: RRS 44 (taking a penalty); RRS 61 (Protest requirements); RRS 62 (Redress); RRS 63 (Hearings); RRS 64 (Decisions) and RRS 66 (Reopening a hearing).
- the **OA's** rules relating to the application of the present NOR and its annexes.

The OA reserves the right to amend the present notice of race if modifications are deemed desirable for the safety and/or sporting aspects of the race.

4.4 OA's undertakings with regard to skippers

4.4.1 Main meteorological information

"Safety" information will be published by the weather provider selected by the OA and will be forwarded to the Skippers by RM. It will be published in French and in English, in the form of a special weather report when required by the conditions (wind >30kts, waves >5 metres) and will include :

- the general situation and its evolution,
- forecasts and trends up to 48Hrs, according to a description of the sailing zones given to each Skipper before the start,
- if appropriate, maps incorporating, for instance, zones with winds possibly above 35 knots, gusts zones, zones with wave swell over 5 meters, ...

Safety reports will be emailed by RM to skippers and also dropped on the FTP account.

4.4.2 Additional meteorological data [DP] (modifying RRS 41(c))

In addition to the weather information from the selected provider, Skippers will be allowed to acquire meteorological data under the following conditions:

- If the data is accessible, whether free-of-charge or at a cost, to all Skippers, without any exclusive rights existing between a data provider and a Skipper or a group of Skippers;
- If their content is "raw", i.e. as published by an official governmental meteorological agency, and not modified, prepared or assessed for a Skipper or a group of Skippers (including weather data requests detailed in NOR 3.3.2).

The Skippers can then acquire:

- images from observation satellites;
- observation and forecast charts;
- digital data files.

Access to this digital or graphic information will only be authorised if it comes from an official governmental meteorological agency or a private weather company, be it directly or indirectly: Météo France, Met Office, ECMWF, NOAA, NCEP, Copernicus, DWD, KNMI, MeteoBlue, Predictwind, D-ICE Engineering, GEM. Nevertheless, this data may be compressed to accelerate access.

At the request of RM, each Skipper shall provide the meteorological sources which he/she will be using, together with the access codes and the software enabling the information to be read and exploited. Skippers will also have to give a full demonstration of the use of this data.

RM reserves the right to prohibit a Skipper's access to data which it considers to be in contravention of the letter or the spirit of the rules applicable to the race.

4.4.3 Daily rankings during the race

During the race, a ranking will be drawn up every hour.

It will be forwarded to the following persons at the same time:

- Skipper at sea;
- Team Manager;
- Participant's communication representative.

The cost of transmitting rankings to the Skippers will be borne by the OA.

Real-time rankings will be drawn up for the race after any Jury decisions have been taken into account.

4.4.4 Prohibited zones [DP]

Prohibited zones will be defined in the sailing instructions. They can be of different kinds including :

- Traffic Separation Schemes (TSS)
- Restricted prohibited zones (wind farms, tidal turbines, fish farms, ...)
- Prohibited zones defined by the OA, for instance, to avoid collisions with cetaceans or drifting ice, whose coordinates may be changed during the race depending on their evolution by means of an amendment to the SI.

4.4.5 Race monitoring

RM will ensure monitoring of the whole fleet 24 hours a day, 7 days a week.

RM will carry out a risk analysis based on its observations of the ice and marine ecosystems to ensure the safety of the route.

Exceptional circumstances

In exceptional circumstances, and in situations that might involve the Skippers' safety (meteorological conditions, international conflict, etc.), RM may have to issue specific directives with which the Skippers must comply. A request for re-routing issued by RM will be implemented in accordance with the COLREGS.

In the event of a Skipper requiring assistance, or if a boat is in danger, RM may provide routing for a Skipper or a group of Skippers in order for them to reach the Skipper requesting assistance or the boat in danger as soon as possible.

These new directives will be issued in order to deal with the conditions encountered in the best possible way. Thus, they may modify one or more articles of this NOR, of the SI or of other applicable rules referred to above. In such cases, they will be the subject of a detailed report submitted to the Jury by RM.

4.4.6 Right to prohibit gambling games

The NYV LSD is a public asset, in the interest of a high-risk human and sportive adventure. The **OA** therefore reserves the right to prohibit any form of gambling or betting, related directly or indirectly to the NYV LSD. If necessary, it will strictly monitor the enforcement of this ban and take legal action immediately against any offender, regardless of his/her/its geographical origin.

4.5 Participant's undertakings with regard to OA [DP]

In entering the race, Participants undertake:

- To comply with the applicable rules set out in this NOR, the SI, their annexes and amendments.
- To comply with commitments made when registering
- Upon the request of RM or race officials, to provide any information regarding:
 - the Skipper's sailing, his/her route and choice of course, the weather information used, any racing incidents or any other element concerning the race;
 - a full list of correspondents contacted during communication between the Skipper and his/her shore team, or with any other person during the race;
 - the content of this communication: whether this information and/or communication was given or established in the form of e-mails exchanged between the Skipper and one or more correspondents ashore, telephone calls, or any other form.
- to comply with all the rules set out in the Marketing & Communication annexe.

The **OA** may carry out random checks at the finish.

5. SAILING INSTRUCTIONS

Sailing Instructions (SI) will be published on 15th April 2024 at the latest. They will be available in digital format on the official notice board and emailed to the competitors.

6. ELIGIBILITY AND ENTRY

The content of the registration file will be online on the SAEM Vendée's web registration platform at the following address <https://registrations.saemvendee.org/fr> as of 3rd October 2023, 12H00 time FR.

It must be filled in online before 8th January 2024, 12H00 time FR.

The original of some documents must also be sent by post to the SAEM Vendée.

Only the original handwritten signature will be valid.

Minimum age to enter the race is 18 years old on the day of the start.

6.1 Registration

Once a Skipper has filled in his/her registration file and this file has been approved by the **AO**, he/she will officially be considered as registered to enter the NYV LSD. Note that the submission of documents on the platform will be timestamped.

Registration file to fill in (before 8th January 2024, 12H00 time FR) :

- **Registration form:** to be downloaded, filled in, signed and uploaded once again onto the race web platform. Submitting this form on the platform along with all the documents listed in article 6.2.1 will enable the skipper to choose his/her place in the port of New York or Newport in chronological order of validation by the **AO**.

The original copy of this form (handwritten signature) must then be sent by registered mail with acknowledgement of receipt to the SAEM Vendée within 15 days of submitting it on the platform. In the event the **OA** did not receive the registration form within 15 days of submitting it on the platform, the choice between New York or Newport would be invalidated.

- **Contact details, boat, Skipper information forms:** to be filled in on the website.
- **Entry fees:** upload the money transfer notification. **The amount to be paid is €17,900 excluding taxes (plus VAT). For skippers whose mooring port will be Newport, the AO will reimburse the difference of €3,000 before tax as soon as the location of the boat is validated (Art 7.1).**

50% of the entry fees will be refunded to a competitor who withdraws before 8th January 2024 at 12H00. Beyond that, 100% of the fees will be retained by the **OA**.

- **Deposit:** For skippers **entering the Vendée Globe 2024**, the NYV LSD penalties, if any, will be deducted from the deposit for the Vendée Globe 2024 (article 8.1.1 of the Vendée Globe 2024 NOR). In this case, the deposit for the Vendée Globe shall be adjusted in accordance with the conditions set out in the amendment.

A deposit of EUR 10,000 will be required **for skippers not entering the Vendée Globe 2024** (loss of beacon, penalties, etc.). The money transfer notification must be uploaded on the platform. The deposit will be fully refunded, less any penalties incurred, as of 24th June 2024. In the event that a competitor withdraws after 23rd May at 12H00, the deposit shall be fully retained by the **OA**.

6.2 Administrative file

The administrative file must be filled in on the IMOCA Class database and forwarded by the IMOCA Class to RM. It shall be completed no later than 15th May 2024.

The administrative file to be filled includes:

- A certificate of third-party liability insurance valid for the NYV LSD 2024 race.
- IMOCA information (French registration deed, ANFR 2024 Licence, EPIRB information, communication means, liferaft booklets, registration of EPIRB and PLB with registration proof sent RM);
- IMOCA measurement certificate
- 2024 authorisation card to carry advertising issued by the FFVoile if needed (competitors holding a FFVoile license only)
- Photo of the skipper in his/her TPS
- Updated World Sailing training
- For a skipper who holds a FFVoile Club Licence:
 - Either the valid FFVoile Club Licence with the “competition” mark attesting that a prior medical certificate stating no contraindication to sailing in competition has been issued
 - Either the FFVoile Club Licence with the “membership” or “practitioner” mark together with a medical certificate stating no contraindication to sailing in competition issued less than a year before.

- For a skipper who doesn't hold a FFVoile Club Licence:
 - A proof of membership to a National Authority member of World Sailing
 - A valid certificate for third party liability insurance with a cover for at least three million euros
 - A medical certificate stating no contraindication to sailing in competition issued less than a year before (written in French or English)

6.3 Medical file

The referring doctor of the race reminds that the skipper is solely responsible for :

- Ensuring that his/her medical and physical state is compatible with the constraints of the race
- Informing the referring doctor in good faith of any medical condition of which he/she is aware that could affect his/her security or that of a third parties during the event
- Providing the medical form (annexe 3 of the Fédération Française de Voile's medical rules) dating less than 2 years, a biological assessment dating less than 2 years, an echocardiogram, a stress test dating less than 4 years and a certificate of the content of the pharmacy (annexe 6 of the Fédération Française de Voile's medical rules)

The conditions for sending this file will be specified at a later date.

It is up to each competitor to check the progress of his/her file and to call on the organising teams to intervene in due course.

6.4 Qualification

If necessary, Race Management may ask the Skipper to complete a qualifying course.

7. ENTRY FEES

7.1 Entry fees in cash

Entry fees in cash amount to

- EUR 17,900 excluding taxes (plus VAT at the current rate), for Skippers whose mooring port will be New York.
- EUR 14,900 excluding taxes (plus VAT at the current rate), for Skippers whose mooring port will be Newport.

These entry fees are payable upon registration by bank transfer to the following account with mention of the Skipper's name and surname:

Account holder: VENDEE

IBAN: FR76 1551 9390 3000 0208 5300 117

BIC: CMCIFR2A

Entry fees in cash are non-refundable, including in the case of withdrawal or if the race is postponed. However, they will be refunded if the race is cancelled.

7.2 Entry fees in kind

7.2.1 Fixed entry fees in kind are remitted by the Participant to the OA via the assignment of a "pre-race" image bank comprising the following:

- **5 (five) photographs** including at least the following:
 - front portrait of the skipper wearing his/her official team apparel;
 - action photos taken on board (skipper carrying out manoeuvres, skipper at the helm, skipper at the chart table, skipper at the coffee grinder, skipper in his/her seat, etc.)
 - photos of the boat under different points of sail (close-hauled, running, reaching, etc.) taken from the sky from a drone and/or helicopter;
- **5 (five) minutes of video images** broken down as follows:

- 1 (one) minute of “behind the scenes” images (skipper’s physical preparation, yard work, launch, measurement testing, team at work, etc.);
- 2 (two) minutes of “on-board” images in all weather conditions (light wind, medium, windy) and under different points of sail (close-hauled, running);
- 2 (two) minutes of “aerial” images in all weather conditions (light wind, medium, windy) and under different points of sail (close-hauled, running).

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

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 OA 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 assign the following elements to the **OA** up to his/her finishing the race, disqualification or retirement:

- **10 (ten) photographs** distributed throughout the race;
- 3 times 2 (two) minutes of video images (sequence shots or pre-edited video images) in “file” mode, totalling **6 minutes (six) of video images** over the entire race.

The nature, subject and composition of the photographic and video images captured during the race and assigned to the **OA** by way of entry fees as well as the temporal, material and technical arrangements for transmitting and validating them are laid down in the “Marketing and Communication” annexe.

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, content for the press, graphic identity, etc.) as received on its multimedia server. The organisation may make them freely available to media and may also use them freely for presentation purposes and on any media, to publicise its activity and/or that of its current and future partners.

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

- To promote the activities of the **OA** and the race on any media, including television, press, internet, etc;
- To publicise the **OA** on any media (including television, press, internet, VOD platform, posters, etc.) and any non-media operation;
- To promote the race (official film, official documentaries, TV and Web TV documentaries, trailers, clips, including via DVD and VOD, including downloading);
- To make any merchandising products or have them made and then to sell such products or have them sold;
- To grant or assign to third-party partners the economic exploitation rights (including sponsoring contracts and agreements with VOD platforms);
- To purchase any advertising space on its own behalf or that of its partners.

All assignments relating to the payment of entry fees are granted in relation to the participant's entry and in consideration of the publicity acquired through their participation in the race. Consequently, participants waive their right to seek separate remuneration or compensation from the **OA** or any third party authorised by the **OA** for use of the images assigned.

8. PUBLICITY [DP] [NP]

Pursuant to Regulation 20 of WS (Advertising Code), as amended by the FFVoile's advertising rule, boats will be required to display the branding chosen and supplied by the **OA**. The **OA**'s branding layout diagram will be furnished in the "Marketing and Communication" annexe.

9. PROGRAMME ET OBLIGATIONS [DP]

The race starts on Wednesday, 29th May 2024. In exceptional circumstances, the **OA** may bring forward, postpone or cancel the race. Such a decision shall not be grounds for a Participant requesting redress (This is a modification of RRS 60.1(b)).

The Skipper commits to participating in all the **OA**'s official events in compliance with the programme and obligations as set out in the "Programme and obligations" annexe.

Liberty Race

Liberty Race is an exhibition event which will take place in Manhattan Bay to promote the race with the media, OA partners and boat sponsors.

Each participating boat will embark up to 2 guests of the OA in addition to its own guests.

The full and definitive Hospitalities programme for the Liberty Race and the conditions of participation of the media, AO partners and boat sponsors will be communicated by means of amendment.

It will be the responsibility of each Participant to ensure that, outside compulsory periods for the Skipper, the Team manager will be present in New York and/or Newport and in Les Sables d'Olonne to represent the Participant on an ongoing basis with the AO.

Obligations after the finish:

- the winner of the NYV LSD must be in Les Sables d'Olonne for the runner-up's finish. The winner and the runner-up must both be in Les Sables d'Olonne when the third participant finishes the race.
- Each boat must be berthed at the Vendée Globe pontoon and each Skipper present at least until Monday, 10th May at 5H00 and, if necessary, for the 24hrs following its finish. This presence is under the Participant's responsibility.
- All Skippers having started the race must attend the NYV LSD Award Ceremony.

- Participation of each Skipper in debriefings organised by Race Management is mandatory.

10. COURSE AND TIME LIMIT

10.1 Course

The race will start off New York, solo, (about a hundred miles at sea) to finish in Les Sables d'Olonne in accordance with prohibited zones imposed by RM for reasons of safety, ice or presence of marine mammals. The race is 3 200 nautical miles.

10.2 Time limit

The finish line will be closed on 14th June 2024 at 23H59 time FR.

11. RETURN TO PORT AFTER THE START

A Skipper may return to port only after prior authorization from RM and the Race Committee President which shall be communicated by any means possible (VHF, email, satellite phone).

A Skipper who wishes to return to port to receive outside assistance may be towed may be towed from a distance of 50 nautical miles from the port to the port.

He/she may reach the pontoon or receive physical assistance on board within a 10 nautical- mile radius of his mooring port.

The Skipper will be authorized to resume racing after getting in touch with RM to validate a new start.

12. ENERGY SOURCE [DP]

Reminder from RRS 42.1

Except when permitted in rule 42.3 or 45, a boat shall compete by using only the wind and water to increase, maintain or decrease her speed.

Modification of RRS 52

Boats are authorized to use non-manual energy to use an automatic pilot acting only the course of the boat. This energy can be used to manoeuvre the ballast and/or keel tilt system.

13. OBLIGATIONS REGARDING EQUIPMENT [DP]

13.1 Boat tracking equipment supplied by the OA

The **OA** shall provide an autonomous battery-powered positioning beacon. The Participant must return the positioning beacon to the **OA** before 1st July 2024. A EUR 600 VAT incl. penalty shall be retained in case of failure to return.

13.2 Use of equipment on the boat

A fixed iridium beacon, powered by on board electricity of the Yellowbrick YB3I type (cf. IMOCA class rules) will be used by the OA if needed for race monitoring and mapping purposes.

In the event of one of the positioning means used by the OA failing to work, the Team Manager will be asked to provide RM with regular positions of the boat or to provide RM with a direct web link to consult its position.

13.3 Navigation and safety equipment

In addition to the equipment required by the IMOCA Class, the **OA** requires that the following additional equipment be on board and inspected by the ocean-racing equipment inspectors:

- The following telephone numbers must be registered in the back-up Iridium telephone before the start:
 - **CROSS Gris Nez:** +33.321.872.187
 - **Race HQ Red Line:** this number will be communicated to Skippers when they are in the USA, before the start of the race.
 - **Skipper's Team Manager's telephone number**
- Navigation charts covering the whole course:
 - SHOM 6815 North Atlantic Eastern part or equivalent
 - SHOM 7043 North Atlantic Western part or equivalent
 - SHOM 7211 from Brest to Cape Finistere or equivalent
- Light books for the navigation zones concerned (digital format accepted)
- A handheld GMDSS VHF radio with a long-life battery (in the grab bag)
- A SART AIS or RADAR beacon to choose from with a mooring line at least 3 M long, with minimum resistance of 1000 daN.
- All Sarsat Cospas (of the boat or PLBs) beacons embarked for the race must be officially registered with the reference "Course NYV LSD 2024"; proof of this registration and hexadecimal code of the beacons shall be sent to RM for the CROSS GRIS NEZ no later than **15.05.2024**.

13.4 Communication equipment

The equipment required for the skipper's communication is set out in the "Marketing and Communication" annexe.

14. MEASUREMENT AND EQUIPMENT INSPECTION [DP]

Essential aspects will be inspected on all boats by the Technical Committee before the start of the race. A schedule will be drawn up and communicated to Skippers and Team Managers upon arriving in New York and/or Newport. Complete inspections will be conducted on boats which haven't entered the "Transat CIC" race and also by a draw for the other boats.

14.1 Seals

The list of seals will be compliant with Class rules and set out in the SI.

14.2 Water

The reserve supply of water shall be set at 2 9-litre containers.

14.3 Backup power

There must be a quantity of 20 litres of fuel on board at the finish of the race.

In the event of a 100%-electric propulsion system onboard the IMOCA, the batteries must permanently contain the energy equivalent to 5 hours of autonomy at a speed of 5 knots.

14.4 Sails

The list of sails embarked shall be submitted to the Technical Committee no later than 26th May 2024 at 14H00 Time NYC.

15. PENALTIES

RRS 44.1 is modified in such a way that a two-turns penalty is replaced by a one-turn penalty. Time penalties can be taken at sea. Details of the procedure will be detailed in the SI.

After investigation and with the exception of financial penalties, a breach of the rules may give rise to a time penalty, the ultimate penalty being disqualification.

Financial penalties are set out in the “Financial penalties” annexe.

16. POSITIONS IN THE PORT [DP]

16.1 New York :

Boats will be spread over the following locations:

In New York:

- North Cove Marina: approx. 5 places
- One °15 Marina: approx. 10 places
- Moonbeam Gateway Marina: approx. 8 places

In Newport:

- Safe Harbor Newport Shipyard: approx. 20 places

The skipper’s choice of marina will be made according to the chronological order in which the AO validates his/her complete registration file and under the conditions set out in article 6.1.

Boats shall be present in the different marinas no later than 23rd May 2024 at 12H00 Time NYC.

16.2 Les Sables d’Olonne

Boats and teams will be welcomed in Port Olona. They must stay there at least 24hr for all boats and skippers and at least until 10th June 2024 after the Awards Ceremony for boats having arrived before the event.

17. RACE RANKINGS

A real-time ranking will be drawn up for the race after any Jury decisions have been taken into account.

18. DECISION TO ENTER

A competitor’s decision to enter a race or to stay in the race is under his sole responsibility. Consequently, in accepting to enter the race or stay in the race, the competitor releases the OA from all liability in the event of damage (material and/or physical).

19. UTILISATION RIGHTS

Rules relating to competitors’ image privacy rights, image rights of the race and the use of the NYV LSD brand and the OA’s ownerships are set out in the “Marketing and Communication” annexe attached to the present NOR.

20. COMMUNICATION

Les conditions relatives à la communication des Skippers ainsi que les droits afférents à ces dernières sont précisées au sein de l’annexe « Marketing et Communication » jointe au présent AC.

Conditions relating to Skippers' communication as well as rights associated are set out in Annexe "Marketing and Communication" attached to the present NOR.

21. INSURANCE

21.1 Organising Authority

The **OA** has taken out third party liability insurance cover in accordance with articles L 321.1 and D 321.1 of the [French] Code of Sport.

21.2 Participant

Each Participant shall take out:

- third party liability insurance cover for his/her participation in the race and for the boat, for an amount equal to at least three million euros. A certificate of this cover, issued by a reputable and solvent insurance company, must be attached to the administrative file. A certificate of commitment to take out this insurance must be attached to the registration file.

22. LIABILITIES

22.1 OA

The **OA's** third-party liability is set out within the framework of France's legal provisions, the [French] Code of Sport (amended order of 3rd May 1995 regarding nautical events at sea) pursuant to the applicable international conventions. Being specified that:

- The liability of the **OA** and its partners shall be limited to the sporting probity of the race. Any other liability accepted by the **OA** can only be contractual in nature and express. In particular:
 - any verification that the **OA** of the race may undertake, upon its own initiative, or upon the request of the International Jury or that of any other authority, shall be undertaken with the sole aim of ensuring that the rules, the SI and their amendments have been complied with. Any monitoring, particularly via radio and/or Inmarsat C (...), that the **OA** might carry out, shall be considered by the Skippers as optional and random, and shall in no event be considered as an additional safety feature upon which they may rely.
 - no request submitted to a member of the **OA** will give rise to any civil liability, unless such liability has been accepted, either by him/her, or by one of his/her representatives, officially accredited for that purpose. This will be the case with regard to various requests for assistance, even for assistance at sea.
- The **OA** shall not be held liable to the Skippers taking part in the race or otherwise for any loss, damage or costs, actual or supposed, resulting from a case of force majeure, including (non-exhaustive list) any natural disaster, war, military intervention, accident, breakdown of equipment, riot, abnormally heavy weather, earthquake, tidal wave, fire, flood, hurricane, tornado, volcanic eruptions, drought, explosion, lightning, management strike or social conflict, as well as any forgotten or refused permit on the part of the government, national or international sailing authorities, administrations of France's Ponts et Chaussées, communications or delay in the supply, manufacture, production or delivery on the part of third parties, of information, goods or services.
- The **OA** of the race shall be under no obligation to organise rescue operations, ashore or at sea. Skippers are reminded that they are under the obligation to assist another boat of skippers in distress (RRS Fundamental Rule 1.1) as far as possible, rescue and assistance at sea being governed by international conventions.
- The **OA** shall retain control and priority management over communication of facts arising from any incidents or accidents occurring onboard the boats and during the race.

22.2 Participant

Skippers enter the race at their own risk and peril and under their sole responsibility (RRS 4 “*Decision to race*”). Each Skipper must judge, taking into account his/her level of skill and qualification, the equipment he/she has at his/her disposal, the weather forecast, his/her own physical and condition and state of health, etc., whether he/she should start the race or continue the race.

Whatever the legal relationship between the supplier of the boat, the boat owner and the Skipper, the Skipper officially indicated on the registration form shall be the sole party with any responsibility towards the **OA**.

Owners, suppliers of the boat or captains shall each have individual responsibility for any damage to equipment and for any personal injury that may occur to themselves, to the boats or that they might cause to any third parties or to any third-party property. They must take out all necessary insurance cover, be it for personal injury, loss, damage, etc.

A fundamental term of his/her participation shall be that the supplier and/or owner of the boat and the Skipper shall lodge with the OA, a letter of undertaking the waiver of liability clause, duly signed, from any claim against the OA, its representatives and agents, as well as insurers. The **OA** shall not be held liable for the slightest indirect loss, actual or alleged, for whatever reason, suffered by any party, Skipper, supplier of the boat, sponsor or other, and this total absence of liability shall not be limited to the loss of profit alone, of opportunity, of business, of advertising, of reputation (or the occasion to improve one's reputation) or any financial loss whatsoever.

22.3 Disputes

As this is a race, any sailing dispute will be judged in accordance with the RRS. Lodging an undertaking implies that the Skipper and his/her beneficiaries waive the possibility of having recourse to any jurisdiction other than sport authorities to settle disputes relating to sport. No claim for damages will be founded (RRS Fundamental Rule N°3). Therefore, the **OA** shall accept no liability for implied breach of contract under common law, whether in writing or otherwise, nor for negligence, and shall not be held liable for any loss or personal injury, (whatever the cause or the occasion), breach of duty, deformation, etc.

23. CONTACTS

23.1 SAEM VENDEE:

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CEO:

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24. « PROGRAMME AND OBLIGATIONS » ANNEXE

The programme and obligations set out below concern:

- Skippers NYC: skippers whose boats are moored in New York
- Skippers NP: skippers whose boats are moored in Newport
- Boats NYC: boats moored in New York
- Boat NP: boats moored in Newport
- Team Manager (TM)
- Communication Representative (CR)

Dates and times	Events	Entities concerned	Mandatory presence
3 October 2023 12H00 Time FR	Start of registration	Skippers NYC and NP	
8 January 2024 12H00 Time FR	Deadline for registration	Skippers NYC and NP	
30 January 2024 14H00 Time FR	Press Conference in Paris	Skippers NYC and NP	X
15 May 2024 12H00 Time FR	Deadline for submission of administrative file	Skippers NYC and NP	X
23 May 2024 12H00 Time NYC	All boats present at their mooring port in NYC or Newport	Boats NYC and NP	X
23 May 2024 Time NYC to be defined	2Hr availability for OA	Skippers NYC Boats NYC	X X
23 May 2024 Time NYC to be defined	Cocktail at the French Consulate in NYC	Skipper NYC (open to Skippers NP without obligation of presence)	X
24 May 2024 From 9H00 to 22H00 Time NYC	Liberty Race, on land hospitalities programme and cocktail party	Skippers NYC and NP Boats NYC (open to Boats NP without obligation of presence)	X X
25 May 2024 Time NYC to be defined	2hr availability for OA	Skippers NYC Boats NYC	X X

Dates and times	Events	Entities concerned	Mandatory presence
23 to 28 May 2024	Safety equipment inspection	Skippers NYC and NP Boats NYC and NP	X X
26 May 2024 Time NYC to be defined	SI / Safety Briefing in NYC	Skippers NYC TM	X X
26 May 2024 Time NYC to be defined	SI / Safety Briefing in Newport	Skippers NP TM	X X
27 May 2024 Time NYC to be defined	Communication Briefing	CR	X VISIO
28 May 2024 Time NYC to be defined	Weather / Start Briefing	Skippers NYC and NP	X VISIO
29 May 2024 Time NYC to be defined	START OF THE NYV LSD	Skippers NYC and NP Boats NYC and NP	X X
09 June 2024 From 18H00 to 20H30 Time FR	Award Ceremony (for skippers having finished)	Skippers NYC and NP Boats NYC and NP	X X
10 June 2024 05H00 Time FR at the earliest 24hr after skipper's finish	Boat presence obligation stops	Skippers NYC and NP Boats NYC and NP	X X
14 June 2024 23H59 Time FR	Closing of the finish line	Skippers NYC and NP Boats NYC and NP	X X

25. « FINANCIAL PENALTIES » ANNEXE

There are two categories of penalties:

- any of the breaches of the NOR described below may give rise to the penalties set out below;
- all other breaches of the NOR may be subject to a sporting penalty, to be determined at the discretion of the Jury, the ultimate penalty being disqualification.

Breaches subject to penalties will be noted by the **OA** and notified by e-mail to the Skipper and the Team Manager. Following notification, the Skipper and Team Manager will have 24 hours to rectify the breach. If the breach is not rectified, a penalty will be applied automatically (cf. table below).

With regard to breaches of attendance obligations, arriving more than half an hour late (30 minutes) shall be considered as an absence.

OBLIGATIONS – DATES	Entity concerned	Maximum penalty by breach
Press conference in Paris 30 January 2024 14H00 Time FR	Skippers NYC and NP	Late : €500 Absence : €5,000
Completed administrative file 15 May 2024 12H00 Time FR	Skippers NYC and NP	Invalidation of registration and no refund of deposit
Boat presence 23 May 2024 12H00 Time NYC	Boats NYC and NP	Penalty: €2,000 per 24-hour period
2hr availability 23 May 2024 Time NYC to be defined	Skippers NYC Boat NYC	Absence : €2,000 per entity
Party at the Consulate NYC 23 May 2024 Time NYC to be defined	Skipper NYC	Absence: €2,000
Liberty race, on land hospitalities programme and cocktail party 24 May 2024 Time NYC to be defined	Skippers NYC and NP Boat NYC	Absence : €5,000€ per entity
2hr availability 25 May 2024 Time NYC to be defined	Skippers NYC Boats NYC	Absence: €2,000

OBLIGATIONS - DATES	Entity concerned	Maximum penalty per breach
Safety equipment inspection 23 to 28 May 2024	Skippers NYC and NP Boats NYC and NP	Absence : € 500 per entity
SI / Safety Briefing NYC and NP 26 May 2024 Time NYC to be defined	Skippers NYC and NP TM	Absence : €1,000 per entity
Communication Briefing 27 May 2024 VISIO Time NYC to be defined	CR	Absence : €1,000
Weather / Start Briefing 28 May 2024 VISIO Time NYC to be defined	Skippers NYC and NP	Absence: €1,000 per entity
Start 29 May 2024 Time NYC to be defined	Skippers NYC and NP Boats NYC and NP	Absence : €10,000
Presence of winner for 2 nd and 3 rd finishers	Skipper #1	Absence : €1,000 per finish
Presence of 2 nd for 3 rd finisher	Skipper #2	Absence: €1,000 per finish
Award Ceremony 09 June 2024 Time FR to be defined	Skippers NYC and NP Boats NYC and NP	Absence: €2,000 per entity
Mandatory presence 10 June 2024 05H00 at the earliest 24hr after the Skipper's finish	Skippers NYC and NP Boats NYC and NP	Absence: €2,000 per day of absence and per entity
Return of beacons 1 July 2024 at the latest	Skippers NYC and NP	Non restitution : €600

Penalties relating to obligations under the “Marketing and Communication” Annexe

<u>Category</u>	<u>Breach</u>	<u>Maximum amount (per breach)</u>
Image bank	Image banks (photo and/or video) when incomplete and/or including official markings of other races and/or not delivered in time	€3,000
Embarked equipment	Embarked equipment absent or not compliant with requirements, faulty during the test conducted by the OA, not ready in time for the test or equipment lent by the OA not returned on time and/or in good operating condition.	€3,000
During the race	Non-observance of obligations of file sending or of a live during the race	€1,000
Start Day	Non-observance of obligations relating to the start day	€3,000
Finish Day	Non-observance of obligations relating to the skipper’s finish day	€3,000
Media relations	Non-observance of obligations relating to media relations	€3,000
Imoca markings	Any non-compliant and/or not validated, or missing marking during race and villages.	€3,000
Imoca markings	Any non-compliant or missing marking on the day before the start at 18H00.	DISQUALIFICATION
Image banks	Non-delivery to the OA of an image taken during the race after finish (24H maximum after actual finish) or retirement.	€3,000
VG Property	Unauthorized use of the NYV LSD property, distinctive marks and/or images.	€5,000
Scrutiny right	Application of an abusive scrutiny right	€3,000