



2013 Extreme Sailing Series™

Part I: Notice of Race

Organising Authority ("OA"), Extreme Sailing Series S.A. (UK),
a subsidiary of OC Sport Ltd
affiliated to the Royal Yachting Association of Great Britain, GBR

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Pre-amble

Specific attention is drawn to RRS, Fundamental rule 4, that states: “The responsibility for a boat’s decision to participate in a race or to continue racing is hers alone.”

Sailboat racing is a hazardous activity. Anyone intending to participate in or become involved with the Event either as a participant, Crew Member, team member or otherwise does so at their own risk and such individuals must recognise that they may suffer injury, loss of life, and/or loss or damage as a result of such involvement.

The Organising Authority, OA, the Event managers, the Extreme 40 Class, the Royal Yachting Association, the International Sailing Federation, and any other party involved with the organisation of the Event disclaim to the maximum extent permitted by law any and all responsibility whatsoever for any loss, damage, injury or inconvenience that might occur to persons and goods, both ashore and on the water, as a consequence of participation in the Event.

Those participating in or otherwise voluntarily becoming involved with the Event recognise that such exclusions and indemnities on the part of and for the benefit of the OA and others involved in the management and organisation of the Event (including, without limitation the Event sponsors) are appropriate and reasonable in the circumstances and recognise their own obligation to secure appropriate insurance and to bring this notice and these exclusions and indemnities as well as those set out below, including those in the Commercial Agreement, to the notice of any third party whom they involve or seek to involve in any way in the Event.

Introduction

In 2011 the Extreme Sailing Series™ became a global circuit on 3 continents, including a mix of iconic cities, established sailing venues, and emerging markets (in sailing terms). This was continued in 2012, where we added South America as a further continent visited, with the final event in Rio. The series has been developed specifically for commercially funded sponsored teams, who not only require top class professional racing, but also depend on a return on investment for their sponsors across a number of variables – media coverage, public engagement, and B2B client engagement experience. Getting stakeholder's guests sailing, both in the mornings before racing and during the racing with the award-winning Guest Sailor spot, remains a core part of the Extreme Sailing Series concept, as it has done so since 2007.

In 2013 the Extreme Sailing Series™ will continue its journey as a global circuit, focused on providing an outstanding elite level sporting event, but also delivering a commercially sound product for the teams, venues and sponsors. Spectator numbers at events on average in 2012 have increased 18% against 2011, media coverage is projected to increase again for the series to just under 30 million Euros (see report), and we are working on a number of fronts to increase the quality of the VIP experience and setup. Evolution rather than revolution is the 2013 objective – albeit always looking on how to innovate and find better ways to deliver.

The sporting credibility of the event is of paramount importance – the best sailors must win – but there must also be an equal opportunity to win on the water for all teams so that the teams with the highest budgets are not necessarily the ones to win. The One Design concept for the boats is a key element in this of course. Our objective is to decrease per event costs each year. With over 25 races at every event, we are able to use formats where occasionally luck can play a stronger hand than usual, as the best teams still prosper overall.

Our investment in race management and umpiring is a significant one, and it demonstrates our determination to deliver a racing format which both tests and measures fairly the skills of professional sailors, yet at the same time is more understandable for the fans watching. Making what is a complex sport understandable for a non-sailing public is a big challenge for the sport in general – we need to keep innovating to ensure we tell the story on the water better and better, and entertain our fans. With our new technology partner SAP, we plan to progressively introduce a number of tools and packages that will allow us to share better what is going on on the water – we have already been testing full live tracking, 3d graphics and dynamic (ie constantly updating Regatta points projection) leader boards.

Once again the standard of racing in 2013 is expected to be extremely high - but the race course environment will continue to be a challenging one involving different race formats, usually at a short sharp pace in a Stadium-Style format, and breaking some of the taboos and traditional rules of sailboat racing too sometimes. In 2012 we have tested night racing, and we expect to extend the use of that format to the racing in 2013.

On land we will continue investing in raising the quality of our public village and developing the whole entertainment offering both on and off the water. Warm-up acts like Optimists and windsurfing will continue to grow from the successes we have had with the Neil Pryde Windsurfing Series. We remain conscious of the impact a travelling global event has on the environment, and will continue to strive to find intelligent ways to reduce it – for that we also need the co-operation of the teams and indeed all stakeholders.

We look forward to sharing another season with you, as we work together to *change the way sailing is seen*, and break new ground for the sport. This Notice of Race, NoR, is divided into two parts; the first focuses on the series, regatta and race management aspects of the series whilst the second covers more commercial aspects of the series. Both sections are of equal importance.

Definitions

In this document and the Commercial Agreement the following expressions will have the following meanings:

Boat	means one-design catamaran known as the Extreme 40 constructed and complying with the Class Rules. A boat is identified by its unique set of hull numbers
Brand Guidelines	means the guidelines for implementation of the Event Logo in branding of the Boats, equipment, support boats and Crew Member clothing, this document to be found in a separate file named Extreme Sailing Series™ Brand Guidelines.
Class Logo	When used in the context of boat branding this logo may be a combination of X40 Class logo or Event logo, national flag of the Team as designated by the OA, and can be any size or shape as long as it fits on to the mainsail above the 2 nd horizontal batten down from the head
Competitor	means any competitor of either Main Partner or Title Partner of the Event
Crew Member	means any person who races on or provides on-shore support for any Boat participating in any Regatta in the Event and who is to be at least 18 years of age.
Crew Member Image Rights	means the right and license to use the name, likeness, photographic or other image of any Crew Member involved in the Event and/or Series.
ERS	means the Equipment Rules of Sailing 2013-2016
Event	means, according to the context in which it is used, the Series and/or a Race Event and/or the Event Series launch and/or any other events staged in connection with the Event.
Event Logo	means one of the logos depicted in Appendix C or as otherwise designated in the Brand Guidelines (Appendix D). This logo may be modified at any point by the OA to include the logo and colours of the 2 Series Main Partners.
ISAF	means the International Sailing Federation or any successor organisation as the governing body of world sailing.
Guest Sailor	means the additional guest onboard when permitted by the OA, and as defined in the Clause 22.3
Main Partner	Up to three sponsors who have been granted principal event rights by the OA, either on a Series level (up to 2) or a Local event level
NoR	means this Notice of Race (and any subsequent amendments or additions thereto) containing the overall sporting and commercial rules of the Event to which the competing Boats will agree as a condition of the acceptance of the entry to compete in the Event.
OA	means Organising Authority, Extreme Sailing Series S.A.
Race Vest	An item of clothing that covers at least the top half of the body, with or without arms, and fits over the top of all over clothing and buoyancy aids.
RSI	means such sailing Instruction as may be issued from time to time in relation to a Regatta, the Regatta Sailing Instructions.
Regatta	means a Regatta comprising of more than one race taking place at one of the Event venues pursuant to the NoR.
RRS	means the Racing Rules of Sailing 2013-2016.

SSI	means such Series Sailing Instructions as may be issued from time to time in relation to the Event and not being a RSI.
Scrutineer and Scrutineering	means the person and process for and of making measurement checks for the purpose of compliance with the Class Rules, ERS and other equipment rules.
Team	an individual entry to the Extreme Sailing Series 2013 which shall comprise of a boat and a crew and has met all of the stated entry requirements, as indicated on the relevant Entry Form

Part 1

1. Rules

- 1.1 The Event and each Regatta will be governed by the rules as defined in the RRS 2013 – 2016.
- 1.2 The OA may change or/and amend rules during the series to complete tests on different styles and formats of races
- 1.3 Equipment & Measurement Regulations will apply.
- 1.4 Add to RRS 41: (e) help to recover from the water and return on board a crew member, provided the return on board is at the approximate location of the recovery.
- 1.5 Where racing is umpired SSI Attachment F will apply. This attachment is a combination of ISAF Addendum Q, Umpired Fleet Racing (Medal Races), ISAF Appendix Q, Umpired Fleet Racing (for a series of races), ISAF RRS Appendix C, Match Racing Rules, or Addendum F (a combined set of umpired fleet and match race rules) will apply and takes precedence over any conflicting instructions.
- 1.6 A Team registered to compete in a regatta shall make a genuine effort to start, sail the course and finish, without following ‘team orders’ between boats or breaching the principles set out in ISAF Q&A A 001, 2011-022. The penalty for a breach of this instruction may be ranking the Team last in the regatta or series.
- 1.7 ISAF has be requested to authorise the use of a version of the RRS Part Two and associated rules which are specifically written for use in high-speed, hot-angle, short-course, multiple-race, ‘stadium-style’ races. Should this authorisation be given then these rules, which will be published separately, will incorporate the rule changes listed in NoR item 1.8.
- 1.8 ISAF has been requested to authorise the following changes under RRS 86. 2:
 - 1.8.1 where permitted no national authority prescriptions will apply;
 - 1.8.2 the definition of Start is changed by adding an additional clause, as follows:

“Start When starting without a gennaker deployed; a boat starts when, having been entirely on the pre-start side of the starting line at or after her starting signal, and having

complied with rule 30.1 if it applies, any part of her hulls, crew or equipment crosses the starting line in the direction of the first mark excluding the bowsprit.”

1.8.3 SSI Attachment F (a combined set of umpired fleet and match race rules) will apply for umpired races and these make several changes;

1.8.3.1 RRS C2.3 is changed to read:

In the definition Zone the distance is changed to three hull lengths.

1.8.3.2 RRS 18.3 Tacking when approaching a mark will be changed to read:

If two boats were on opposite tacks and one of them changes tack and as a result is subject to rule 13.1 in the zone when the other is fetching the mark, rule 18.2 does not thereafter apply. If, once the boat that changed tack has completed her tack,

- a. the other boat cannot by luffing avoid becoming overlapped inside her, she is entitled to mark-room, the boat that changed tack shall keep clear and rule 15 does not apply;
- b. the other boat can by luffing avoid becoming overlapped inside her, the boat that changed tack is entitled to mark-room.

1.8.3.3 When rule 20 applies, applies, the following arm signals by the helmsman are required in addition to the hails:

- a. for ‘Room to tack’, repeatedly and clearly pointing to windward; and
- b. for ‘You tack’, repeatedly and clearly pointing at the other boat and waving the arm to windward.

1.8.3.4 Rule 23.1 is changed to ‘If reasonably possible, a boat not racing shall not interfere with a boat that is racing or an umpire boat.’

1.8.3.5 Rule 18.2(e) is changed to ‘If a boat obtained an inside overlap and, from the time the overlap began, the outside boat has been unable to give mark-room, she is not required to give it.’

1.8.3.6 Rule 13 is changed to

13 WHILE TACKING OR GYBING

13.1 After a boat passes head to wind, she shall keep clear of other boats until she is on a close-hauled course.

13.2 After the foot of the mainsail of a boat sailing downwind crosses the centreline she shall keep clear of other boats until her mainsail has filled.

13.3 While rule 13.1 or 13.2 applies, rules 10, 11 and 12 do not. However, if two boats are subject to rule 13.1 or 13.2 at the same time, the one on the other’s port side or the one astern shall keep clear.

1.8.3.7 RRS Race Signals and RRS 26 are changed. Signals and start sequence timing will be defined in the SSIs/RSIs.

- 1.9 An International Jury will be appointed and the decisions of the Jury will be final in accordance with RRS 70.5.
- 1.10 RRS 64.1(a) will be changed to permit the Jury to waive penalties and/or impose penalties other than disqualification for breaches. This may include discretionary penalties, DPI, or other arrangement.
- 1.11 The SSI and/or the RSI may change other RRS.
- 1.12 Teams shall comply with the instructions of the OA under the Commercial Agreement detailed in Part Two of this document.
- 1.13 Nothing in this NoR or any other rules governing the Event relieves a Boat or her crew of responsibility to comply with the International Regulations for the Prevention of Collisions at Sea or any other statutes or local regulations.
- 1.14 If there is a conflict between translations of this document, the English text will prevail.
- 1.15 All boats are required to display an ISAF Special Event sticker at the end of both sides of the boom near the outer end. The sticker is 10 x 12 cm.
- 1.16 All team support vessels shall be registered with the OA and all persons on such vessels shall wear at all times while afloat a personal buoyancy aid to a minimum standard of EN ISO 12402-5:2006
- 1.17 RRS A10 (a) is amended: delete "tenth of a", and delete "0.05" and replace with "0.5".

2. Advertising

- 2.1 The Series has been designated as an ISAF Special Event and therefore the advertising requirements in the accompanying Commercial Agreement will apply.

3. Eligibility and Entry

3.1 Pre-entry Phase

- 3.1.1 Pre-entry will open at 1200 CET on 29 October 2012 and close at 1200 CET 22 November 2012, and will permit existing and new teams to secure one of the maximum 8 entry slots, or have a priority to enter, in the 2013 series before completing the full entry procedures
- 3.1.2 To complete pre-entry, teams should email team details to Susie.walker@ocsport.com and make a non-refundable payment according to clause 4.1 using the same bank details as shown in clause 4.10. This payment shall be included as part of the 2013 full entry payment, and so is not an additional payment for a team confirming its participation in 2013.

- 3.2 Entry is open to all Teams that meet the requirements of this NoR, whose boats conform to the Extreme 40 Class Rules and who are accepted as entries by the OA acting on its sole discretion, and that have completed the pre-entry phase. In the case of too many applications to enter by the closing date for entries, priority will be given in the following order, and by time/date of receipt within each condition, starting with highest priority:

- a. Teams that have competed fully in the 2012 Series and completed the Pre-Entry procedure, and have settled all outstanding invoices to the OA.
 - b. Teams which have completed the pre-entry registration phase in the order that they have been received
 - c. Teams that have competed in at least one event from the 2012 Series
 - d. Teams that can demonstrate they have owned an Extreme 40 for at least three months
 - e. Teams that can demonstrate they have signed a formal charter agreement for an Extreme 40 for the period January-December 2013
 - f. Other teams not fulfilling any of the above conditions, shall be accepted on a first come first served basis, according to receipt of both full entry payment and entry form as per full Notice of Race.
- 3.3 A maximum of 8 Teams shall be accepted, plus up to 2 wildcard teams at any particular Event or for the entire Series, at the sole discretion of the OA, in particular but not exclusively, for host venues and event sponsors.
- 3.4 Teams will only be accepted as an entry for the Event once the Commercial Agreement accompanying this NoR has been signed as being agreed, and all requested documentation and payments received by the OA.
- 3.5 To remain eligible teams shall:
- 3.5.1 Attend the general Team briefing covering the Race Management, Media and Hospitality aspects of the event that will be hosted in January, at a time and venue to be confirmed after consultation with the teams. At least one representative from each Team is required to attend. Operational, sporting and media planning aspects of the 2013 programme will be discussed at this meeting.
 - 3.5.2 Complete registration at each regatta at reception which will be open from 48 hours before the first scheduled race in a Regatta. Late registrations are at the discretion of the OA.
 - 3.5.3 Attend the first briefing which will be held within 24 hours of the first scheduled race of a Regatta at a time and location specified in the RSI. Attendance by a representative of each Team, preferably the skipper, is mandatory except with the prior permission of the OA.
 - 3.5.4 Attend as requested other events as specified in NoR item 29 below.
 - 3.5.5 The OA may at its sole discretion refuse the entry of a Team.

4. Fees

- 4.1 The pre-entry non-refundable fee is 5,000 Euros ex-VAT for new teams and 1,000 Euros ex-VAT for teams who have competed in the 2012 series, payable as per clause 3.1.

- 4.2 The full 2013 Entry Fee shall be 66,500 Euros ex-VAT for the series, less the payment made in 4.1,
- 4.3 In addition to the Event Entry Fee, any Team joining the Event for the first time shall pay a once-only Joining Fee of 15,000 Euros (plus VAT where applicable). Any team that has entered the 2012 Extreme Sailing Series™ for the full season and competed at all the events shall not pay such a Fee.
- 4.4 The entry fee for a single Regatta as a WildCard entry, where such an entry is permitted is 20,000 Euros (plus VAT where applicable), plus a minimum 2,000 Euros (plus VAT where applicable) for Activation Expenses (hospitality services and/or public stands).
- 4.5 In order to enable the OA to guarantee a minimum and consistent level of hospitality infrastructure, all Teams shall make a non-refundable, non-transferable prepayment of 25,000 Euros (plus VAT where applicable) against Activation Expenses (hospitality, VIP and public stands) for the season, payable at the time of Entry with the Entry Fee.
- 4.6 All Teams shall pay a cash deposit of 10,000 Euros (plus VAT where applicable) as a deposit against spares and services invoices [NB due to the unsatisfactory payment records of a number of teams we are forced to do this]. Any remaining portion of the deposit not in dispute shall be repaid to the Participant within 14 days of the last event of the series.
- 4.7 Teams are expected to compete at all events. A bond, or bank guarantee, of 50,000 Euros is required with the Entry. In the case of a bond this sum shall be returned with bank interest, or in the case of the bank guarantee it shall be cancelled, once the Team has competed in the final event of the season, having competed at all other events of the 2013 Series, notwithstanding any mitigating circumstances such as serious boat damage. The payment of 50,000 Euros shall be taken or made within 14 days of the first day of the Regatta missed or from the first day that the non-participation is confirmed by the team, whichever is the earlier.
- 4.8 Refer to the Extreme 40 Class Rules for other requirements regarding measurement and certification fees.
- 4.9 The closing date of entries is at 1800 GMT on 10 December 2012 and each entry must be accompanied with payment of the sums under paragraph 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 above. Entries for the Event received after this time, if accepted, must pay an additional late entry fee of 15,000 Euros (plus VAT where applicable).
- 4.10 Payment of fees shall be made to the OA, by direct transfer to:

Extreme Sailing Series (UK) – Euro account
Lloyds Bank, Totton, Southampton
Account 86420463
Sort Code 309873
IBAN GB87LOYD30987386420463
SWIFT/BIC LOYDGB21419
Use reference: “ESS-Team Name”

Teams are requested to inform the OA when a transfer has been made in order that receipt can be confirmed (susie.walker@ocsport.com). Entry is complete only once correct funds have been received in to the bank account above.

- 4.11 With respect to any Team wishing to enter more than one boat, each Entry shall be a different boat name (not TeamXXX A/B or 1/2), and distinctly different primary branding on the sails. A separate Entry application must be made for each boat. All conditions shall apply from this NoR item to each boat entered with the exception of the Activation/Hospitality services down payment, and Technical support deposit which shall only be required once.

5. Boat branding

- 5.1 The OA may supply a branded gennaker in race condition for the leading boat, or any boat that OA will elect, at the start of each day's racing (i.e. "yellow jersey" or any other colour) to be used for that day's racing, subject to the prevailing weather conditions. If supplied, this gennaker shall be used as directed by the OA. The surface of the gennaker may be branded (by the Organising Authority) with Event Logo branding that does not directly conflict with the Team's own main branding.
- 5.2 The objective is for each Team's branding to be dynamic, distinctive and easy to identify for the public, and to ensure a team that applies full branding on the sails, is not at a disadvantage in respect to weight of the sails due to painting for example. All Teams are required to have their boat branding designs validated by the OA by 20 December 2012, unless extended by the OA.
- 5.2.1 The mainsail shall be fully (100%) branded with the Team's own branding so that the total surface area is covered, excluding any official logos.
- 5.2.2 The jib shall be full (100%) branded with the Team's own branding so that the total surface area is covered.
- 5.2.3 A maximum of 75% of the combined surface area of the jib and the mainsail shall be white.
- 5.2.4 The area of the mainsail, excluding official logos, above the 2nd horizontal batten down from the head of the sail shall be of block colour of the team's choice, other than plain white. The limit line can be shaped rather than a straight line, without limit below the batten, and up to a maximum of 500mm above the batten line. The line must also touch or cross the 2nd batten line. The Class Logo shall be applied in this area of the mainsail by North Sails before delivery to the Team.
- 5.2.5 Gennakers shall be branded, as a minimum with the boat name or logo, with a minimum linear dimension of 5 metres. A country flag shall be painted on gennaker covering an area of 6 square metres and positioned at the tack of the sail, 1 metre above the foot and 1 metre in from the luff. This does not apply to gennakers supplied before 1 December 2011. If painted only one side, this shall be on the same side as the team branding. New gennakers can be supplied by the Extreme 40 Class with country flag already painted on, refer to Class price list.

- 5.2.6 Branding and country flag, if only done on one side, shall be on the side as viewed from starboard side of the gennaker.
- 5.2.7 National flags, may be supplied to be flown in harbour
- 5.2.8 Any number of non-race sails may be used for corporate sailing before and after the Races
- 5.3 A Team may request to the OA to change the platform during the series, but any single entry to the Extreme Sailing Series™ shall use only 1 set of registered sails as defined in the Class Rules. The sails registered with the original platform shall be used for the duration of the series

6. Schedule

- 6.1 Subject to Adverse Conditions, and subject to the final venue schedule, each Regatta will normally consist of four days of racing unless otherwise stated in the programme. The intention of the OA is to run between five and 12 races per day. Three races in total are required to constitute a Regatta. All races on all days will count towards the overall score.
- 6.2 The OA may score some races with zero points, with penalties for non-attendance.
- 6.3 There will be one day designated at each Regatta as the 'Media Day', generally the first Stadium Racing day, but could be a day before the first day of racing, or the first day of racing prior to the Stadium format starting – at the OA's discretion according to local situation. The Guest Sailor will be provided by the OA on the Media Day (or by agreement with the OA by the team if the team brings its own Guest Sailor in order to secure media coverage for the team/event, something that is encouraged). Media day is not open to non-media VIP guests unless otherwise agreed with the OA
- 6.4 The following days will be focused on stadium format racing, but this does not preclude the option of some 'open-water' racing at certain points in the day outside the publicised times for the stadium event.
- 6.5 At some venues or in particular circumstances, elimination heats may be held depending on the number of entries. The Race Committee may also divide the fleet into flights/groups/pairs.
- 6.6 Racing will normally be in the afternoons, but this may vary from venue to venue depending on the weather forecast and other key variables. Some night sailing in appropriate venues will be programmed in 2013. Any change to the announced race schedule will be issued the day before it takes effect or all teams will be notified individually.
- 6.7 The OA reserves the right to change the dates and the locations of each Regatta.
- 6.8 Racing formats will include additional forms of competition beyond normal fleet racing, such as, but not exclusively, night sailing, match racing, speed runs, and duels to be sailed during a regatta which may count towards a Team's Regatta score in a manner specified in the RSI.

- 6.9 Teams may be required to: 'check in' at the beginning of each day of racing by sailing past the VIP Area at close proximity, and 'Check out' at the end of each day of racing by sailing past the VIP Area at close proximity. Skippers may be required to join their boats in a ceremonial lead out from the race village between 15 and 30 minutes before racing starts.
- 6.10 Published dates for the Series will be the race days. Advertised dates may be different so as to focus spectator attraction. Event dates will include official training days.

7. Equipment

- 7.1 The Boats are to be raced in compliance with the Extreme 40 Class Rules and any additional requirements, changes or interpretations specified or ruled on by the OA by way of Notice to Competitors or the SSI or RSI. Please note: A new version of the Extreme 40 Class rules will be published ready for the 2013 season. All teams are recommended to register their interest to receive notifications with the official representative of the class association, contact details at the end of this document under Further Information.

- 7.2 To be eligible for racing each boat registered to a Team shall hold a valid Measurement Certificate. Scrutineering will be possible at least five days leading up to this deadline at the venue of the first regatta. Teams are encouraged to have their boats certified by the Chief Measurer in advance of this scrutineering session, and shall reimburse all reasonable personal and travel expenses incurred by the Chief Measurer in doing so (at any time from the publishing of the 2013 Class Rules). Boats may be inspected at any time by the OA or any measurers or equipment inspectors from the Extreme 40 Class.

7.3 Additional Requirements

Unless otherwise prescribed in the Extreme 40 Class Rules, at all times whilst afloat all Boats shall carry:

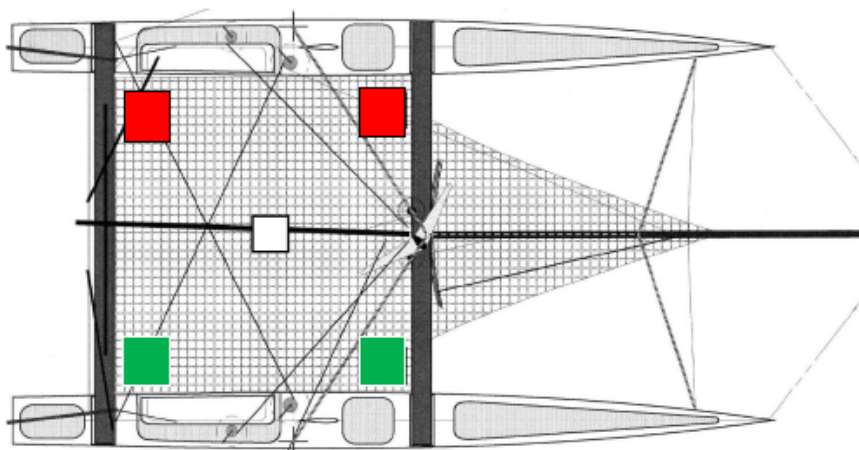
- 7.3.1 Two waterproof, operational, handheld marine VHF Radios operating on at least Marine Channels 16, 69, 72 . A radio test may be conducted at each venue.
- 7.3.2 A personal buoyancy aid for all crewmembers to a minimum standard of EN ISO 12402-5:2006. Refer to RRS 40
- 7.3.3 As per RRS 1.2 and RRS 4, each Team is reminded that it is each competitors individual responsibility to wear a personal buoyancy aid suitable for the conditions and that it is a boats sole decision to participate or continue in a race. In addition to this, the OA strongly recommends that helmets are worn at all times whilst afloat. All Guests shall wear a PFD and a helmet at all times whilst afloat

When directed by the RC all competitors shall wear a personal buoyancy aid and a helmet at all times whilst afloat.

The RC may not display flag Y or/and flag H (refer to SSI 3.7). This instruction will be signalled verbally. (This changes RRS Part 4 preamble and RRS 40).

- 7.3.4 Any further items as detailed in the 2013 Extreme 40 Class Rules or as required by the OA, Race Committee or Umpires.

- 7.3.5 A helmet for all crewmembers, to a minimum standard of EN1385. However, these may be carried in the Boat's support/safety RIB. The OA strongly recommends that crew wear helmets. All guests shall wear helmets at all times.
- 7.3.6 The trampoline on each Extreme 40 shall have 4 coloured pads to indicate to the Guest Sailor where to be positioned in accordance with diagram below. These pads are available from the Class workshop. The first set of pads supplied to a team will be free, and thereafter for sale.



- 7.4 Teams must be independently capable of repairing breakages as quickly as reasonably possible which includes being able to right a Boat in the event of capsize. See Paragraph 14 of this Notice of Race..
- 7.5 Before the start of the first race at each ESS 2013 regatta, each boat shall be required to register for competition, by the completion of a declaration form, available 48 hours prior of the first race, signed by the skipper and one other sailor in the team (one of whom must be the helmsman) stating that the boat conforms to the Extreme 40 Class Rules and any changes to the boat have been carried out in accordance with Extreme 40 Class Rules 2013. This declaration must be returned at the latest during the initial competitors' briefing of each Regatta.

8. Sailing Instructions

A set of Series Sailing Instructions (SSI) will be issued prior to the first regatta of the series. These sailing instructions will contain the standard items for all regattas in the series. Additionally, a set of Regatta Sailing Instructions will be issued for each regatta of the series. These sailing instructions will contain specific items applicable to that regatta only. It is intended to issue a Provisional RSI with the venue information for each regatta with a final version being issued at the initial competitors' briefing the held the day before the first racing day.

9. Provisional Regatta Programme

- 9.1 The following timings constitute the provisional Regatta programme:
- a. Official Practice Session start on Race Day One minus two
 - a. Race office open from Race Day One minus two from 10:00 – 16:00.

- b. Registration from 10:00 Race Day One minus two until Race Day One at 12:00.
- c. Initial Competitors' Briefing at 18:00 on Race Day One minus one.
- d. First meeting with umpires following the initial competitors' briefing on Race Day One minus one.
- e. Opening Ceremony and Press Conference on Race Day One minus one, Race Day One or Two.
- f. There will normally be four Racing Days.
- g. Time of the first race each day will normally not be before 13:00
- h. Daily presentation for top teams and selected teams (local considerations) and prize-giving immediately after the last race of each day.
- i. Prize giving on final Race Day immediately after racing

9.2 Unless excused by the OA in writing, attendance at the following is mandatory:

- b. Initial Competitors' Briefing.
- c. Support Rib drivers briefing
- d. Press conference on the Media Day
- e. Daily briefing, for competitors.
- f. Announcement and procession of all the skippers down to their boats from the Race Village – where such event is held
- g. Daily presentation for top teams and selected teams (local considerations) and prize-giving immediately after the last race of each day.
- h. Presence of skipper in Race Village and VIP/Media area immediately after the racing as requested
- i. Regatta party/dinner for skippers and crews.
- j. Final prize giving for the skippers and crews.
- k. Team PR/Communications representative should attend official skippers briefing evening before event. If team PR not on site, team must nominate someone on site who is responsible for managing media activities and crisis communications

10. Race Calendar

The Race Calendar for 2013 is confidential until the official launch and will be communicated separately to teams until then. Any prospective competitor should contact the OA for further confidential information at info@extremesailingseries.com, prior to the official series launch (expected in December 2012).

11. Courses

The courses to be used will be shown in the SSI or RSI or announced by VHF by the RC. They will include, passage races, round-the-cans races, night races, upwind/downwind races, group/flight/pair races and adverse weather options from experience over last four years. Due to the nature of the type of format used, high-speed, hot-angle, short-course, multiple-race, 'stadium-style', considerable flexibility will be required on course designations and announcements.

12. Penalty System

The SSI or RSI may amend the penalty system in RRS. It is the intention of the OA to adopt a penalty system that more closely matches the penalty to the infringement and, whilst upholding the principles of sportsmanship and fairplay, also keeps as many competitors racing for as long as possible.

13. Scoring

13.1 Each Regatta shall use a high point scoring system as detailed in this NOR.

13.1.1 Each fleet race will be scored as follows:

- First place in each race gets 10 points,
- Second place in each race gets 1 point less than first place,
- Third place in each race gets 1 point less than second place, etc, etc...
- Eleventh place and beyond in each race gets 0 points

13.1.2 A Boat that did not start, did not finish, retired after finishing or was disqualified from a race shall receive no points.

13.1.3 The last race completed in any regatta will score double points. This double points race may or may not be announced and shall be applied retrospectively if racing is abandoned or cancelled. Should the OA decide to race in groups for the last race, NoR 13.1.3 is suspended. This means that there would not be double points scoring for the last race.

13.1.4 The Winner of each Regatta will be the Boat with the most total points, counting all race scores. RRS A8 is changed so that it applies to a Regatta and not the overall Event.

13.2 Racing formats that involve two or less boats, such as match racing, duels, and speed runs, shall score a maximum of 5 points. Night racing may score up to maximum points as per 13.1.1. Such scoring will be defined in SSI or RSI.

13.3 For the overall winner of the Event and the Extreme Sailing Series™ :

- First place overall in a Regatta gets 10 points
- Second place overall in a Regatta gets 9 points,
- Third place overall in a Regatta gets 1 point less than second place, etc, etc...
- Any single Regatta entries shall not be awarded points in the Extreme Sailing Series™

For the purposes of series points, overall Regatta places will be calculated excluding the single Regatta entries (including any team not entered for the entire season, even if they made several single Regatta entries). A team joining the Event after the first Regatta will only be classified as a full season competitor in the Extreme Sailing Series leader-board if it joins with at least 5 Regattas remaining (including the one they join at), complies to all conditions of full entry for the year, and commits to compete in all these remaining Regattas.

If a team withdraws from the Series part way through, the points will not be retrospectively recalculated for the previous Regattas.

The final Regatta of the Extreme Sailing Series will score double points (ie first place overall 20 points, second place overall 18 points, etc). If the final Regatta is cancelled for whatever reasons, after the penultimate Regatta has been completed, double points will not be retrospectively applied and the result after the previous Regatta will become the Series final result.

- 13.4 The Extreme Sailing Series™ winner will be the boat with the highest Series score, counting all results with no discards.
- 13.5 If there is a tie in the Series score between two or more boats at any time, the tie shall be broken in favour of the boat that has won the most Regattas. If a tie still remains, it shall be broken in favour of the boat that had the better place at the last Regatta sailed.
- 13.6 RRS A9 is deleted.
- 13.7 Should a regatta/s be cancelled the points for that regatta/s will be redistributed across the remaining regatta/s.

14. Support Craft

- 14.1 Support boats and other craft attached to a team (including VIP and hospitality craft) may not go afloat without the permission of the Race Committee. This permission will be granted by registration of the craft at the mandatory support drivers briefing (see 14.13).
- 14.2 At some Regattas the Race Committee may decide that some types of craft must not go afloat (e.g. VIP/Spectator craft in very small racing areas). Specific instructions may be given in the RSI.
- 14.3 All support boats and other craft attached to a team must be insured to a minimum value of €3 million or £2 million (whichever is less) with respect to liability risks. Proof of cover must be sent to the OA by no later than January 15 2013.
- 14.4 Teams must provide their own support boat and driver capable of all towing, docking and guest transfer operations, and to provide adequate technical support and safety cover for their Extreme40 and all persons afloat attached to the team. The support boat and driver are also required to contribute to the overall health and safety of all persons on the water at a Regatta.
- 14.5 The support boat must be capable of righting the Extreme40. The OA recommends a RIB of at least 6.5m hull length and 200hp engine. An alternative may be allowed subject to the team demonstrating its capability.
- 14.6 The support boat must be capable of carrying, in an emergency, all persons afloat with the team at any time, and in any reasonably expected conditions at a Regatta. Persons include RIB crew, Extreme40 crew, and all passengers and guests.
- 14.7 At the teams' own risk, one support boat capable of righting may be shared between two teams. However, each team must have a support boat capable of all guest transfers, towing and docking operations and, in an emergency, of carrying all persons afloat.
- 14.8 Support boats must carry righting lines and towing lines, ready for immediate use.
- 14.9 Righting must not be attempted by any support boat while guests are on board.
- 14.10 The OA does not undertake to provide a righting capability.
- 14.11 The OA will provide a RIB to assist with the safety of persons.

- 14.12 Support boats and other craft must be equipped with a waterproof, operational, handheld marine VHF radio operating on at least Marine Channels 16, 69, 72.
- 14.13 A mandatory briefing for drivers of support boats and other craft will be held within 24 hours prior to the first scheduled race at each Regatta, at a time and location specified in the RSI.
- 14.14 It is strongly recommended that teams use highly skilled and experienced support boat drivers, familiar with high speed sailing, righting and recovery routines, personal safety, and first aid. A crew of two is recommended, both to be familiar with the emergency procedures described in the mandatory support drivers briefing.
- 14.15 Drivers must comply with instructions of the Race Committee, and any failure to do so may result in a penalty being applied to the respective Boat by the Jury.
- 14.16 Support boats and drivers must comply with local regulations for the venue of a Regatta. Attention is drawn in particular to regulations concerning the carriage of guests.
- 14.16 Personal buoyancy must be worn by all persons in RIBs. See Rule 1.16 in this Notice of Race.
- 14.17 Support boats and other craft must be marked in accordance with the Branding Guidelines, including flying an identification flag provided by the OA which may include the Event Logo, and be up to 1m x 1m in size. Teams shall provide a method of fixing such a flag so that it is able to fly correctly.
- 14.18 The OA may issue minimum standards for all support and other craft, which if issued must be followed by teams. The OA may withdraw permission to go afloat from any craft or driver at any time .

15. Haul-Out Restrictions

Boats shall not be hauled out during a Regatta except with, and according to, the terms of prior permission, of the Race Committee.

16. Other equipment

- 16.1 Underwater breathing apparatus and plastic pools or their equivalent shall not be used around Boats between the preparatory signal of the first race and the end of the last race of each Regatta.
- 16.2 A Team which damages racing marks, ground tackle, or any race management equipment shall be liable for the cost of repairing or replacing such equipment

17. Radio Communications

Except in an emergency or when permitted to do so by the SSI or RSI, a Boat shall neither make radio transmissions while racing nor receive radio communications not available to all Boats. This restriction also applies to mobile telephones, but does not apply to any audio-visual or communication equipment used by the OA.

18. Prizes

Prizes will be awarded to the winner of each Regatta. The overall winner of the Event will be awarded the Extreme Sailing Series™ trophy.

19. Training time

- 19.1 The OA will strictly control training time at the Regatta Venues.
- 19.2 No team entered in the entire Series shall be allowed to train in a Regatta Venue prior to two days before Race Day One from Act 1. At the discretion of the OA, single event entries shall be allowed to do so.
- 19.3 There will be periods of no sailing.

20. Disclaimer of Liability

Competitors participate in the Event entirely at their own risk: See RRS 4, Decision to Race. Attention is drawn to the indemnities and exclusions of liability contained in the Commercial Agreement. The onus is on each competing team or Boat to ensure that notwithstanding the provisions of the NoR and the Commercial Agreement that they have adequate insurance cover.

21. Insurance

- 21.1 Each Boat shall hold current public liability and third party property insurance cover of not less than €3 million or £2 million, whichever is the lesser of the two. Each Boat shall maintain appropriate protection and indemnity insurance fully to cover any guests onboard.
- 21.2 A copy of all relevant insurance certificates shall be deposited with the OA no later than 15 January 2013

22. Additional Requirements, Crewing (including skipper/helm)

- 22.1 Each Boat shall have a crew as defined in the Class Rules. This will normally be of 5 sailors. The crew shall not change without due reason during the same Regatta, without the written permission of the Race Committee
- 22.2 One member of the crew must meet one of the following criteria: Amateur of any age or gender with ISAF sailor classification group 1 status, Female or aged under 23 years of age on 1st January 2013.
- 22.3 Unless specified otherwise by the Race Committee, and subject to other clauses in this Section 22, in every race each Boat shall have a “Guest Sailor” in addition to their team’s crew, as appropriate who shall be a Media or VIP guest

The OA shall manage the allocation of all Guest Sailor slots, in all races, including a team’s own invited guests who may be allocated to their own boat as well as others who do not have sufficient bonafide VIP or media guests of their own. This is to ensure that a team with invited guests is not at a disadvantage compared with a team that has no guests of

their own, and that no team may gain an advantage by selecting a particular Guest Sailor according to conditions, experience or weight.

- 22.4 The Guest Sailor shall not be under the age of 18 years, without the express prior written permission of the Race Committee, this permission can be granted only for 1 race per day.
- 22.5 The Guest Sailor shall not actively take part in the sailing of the Boat in any way whatsoever. The Guest Sailor must stay in the perimeter defined by the forward edge of the front beam, the rear edge of the rear beam and outside edge of the hulls. No part of the body must be outside this perimeter during racing. In addition to the briefing the Guest receives on land before boarding, the team is expected to provide a safety briefing to the guest on arrival onboard, and to treat the guest whilst racing with basic respect.
- 22.6 Guest Sailors may be required to provide essential background medical information prior to the event or race.
- 22.7 Should a team wish to board a VIP Guest Sailor who is classified as an ISAF Group 3 sailor, or a member of a team in any capacity, written permission from the OA shall be sought in advance, on each and every occasion. Such a Guest Sailor can sail only 1 day per Regatta and in accordance with other clauses in Section 22. The OA shall be able to refuse permission to any team to board a Guest Sailor if they believe the selection of the Guest Sailor is for performance enhancing reasons.
- 22.8 Except with the prior permission of the Race Committee, no person may be the Guest Sailor for more than two races per day, such permission only being given if the Race Committee agrees that it is not for performance gain. This does not include any Guest Sailor placed on board by the OA.
- 22.9 For a team wishing to use its full allocation of Guest Sailor slots for bonafide VIP and media guests, the OA may nonetheless nominate the Guest Sailor for one race in every 4 in each Regatta, including that being interpreted as every 4th race, starting with race 1 of each day, should the OA require it. Notification shall be given of which races the OA shall take will be given as early as possible at the beginning of each Regatta and updated in the hours before racing commences each day. Such Guest Sailor, provided by OA, shall wear a helmet and a floatation device supplied by the OA.
- 22.10 For the final race of each Regatta (as notified by the Race Committee), the OA may designate the Guest Sailor to be carried on board any boat in order to produce media content from onboard these boats at their sole discretion.
- 22.11 When boarding a Guest Sailor, any Team shall ensure that the Guest Sailor;
- (i) has signed the disclaimer prepared by the Organising Authority,
 - (ii) wears the brightly coloured and marked personal buoyancy aid and helmet, provided by the OA, or the team's own, to minimum standards of EN ISO 12402-5:2006 and EN1385,
 - (iii) receives a safety briefing from the team.

Further Information

23. Information and Interpretations

Any request for information, including clarification or interpretation of any Rules governing the Series including the Branding Guidelines, shall be in writing to the OA or, where appropriate, at a Regatta to the Race Committee. The answer will be displayed on the Official Notice Board or between events on the Series website team zone, and via the Official teams electronic notice board app (please ask for access details).

24. Technical Support and Shipping

The Extreme 40 Class shall be providing a full technical support service, including the stocking at each Regatta of spares, container workshop, and a boat repair resource (hourly charge + materials) sufficient to repair most types of damage overnight. The objective being that no Team should feel it obligatory to have more than one support person at each Regatta (the person required to drive their safety RIB).

All shipping between the first and last venues will be managed by the OA's Logistics Partner GAC Pindar, with the actual costs payable by the Teams directly to GAC Pindar.. With the exception of any period where there is sufficient time for Teams to run a different and additional programme as decided by the OA.

Each Team will be limited to a total of 2 containers, such containers being standard or high cube 40ft closed containers. The Extreme 40 Class has developed a system enabling a high cube container to transport two Extreme 40's or 1 Extreme 40 plus a support rib (restrictions apply to rib dimensions) For more details information on the system and for equipment purchase please contact Charlie.carter@extreme40.org

For clarity the following terms 'loading' and 'unloading' refer to the placement of the sealed container onto trucks or appropriate - they do not refer to the packing and unpacking of the container itself - such work to be undertaken by the teams in accordance with the shipping requirements as specified by the OA within reason.

For new teams, the GAC Pindar will assist with the applications for ATA Carnets. A copy of all relevant CSC valid certificates, full inventory (see Appendix E) shall be deposited with the Organizing Authority no later than 20 December 2012.

The OA cannot guarantee the shipping of the container without a copy of those documents.

In some countries ATA Carnets are not valid. In these countries the OA will apply for a Bond fee (normally 5% of the value declared), on behalf of the teams, such bond payment being required directly by the teams. In the experience of the circuit on its last visit to Oman, bonds are returned in full within a few months.

The OA shall not be responsible for the delay, damage or lost of the container in transit, and will act only as an intermediary between the shipping company and the Team.

Shipping package: refer to Appendix E

25. Berthing & Logistical Arrangements (subject to shipping schedules)

- 25.1 Berthing will be provided, subject to shipping schedules, by the OA from 48 hours before the time of the scheduled first race start at each Regatta unless otherwise advised in the respective RSI.
- 25.2 All Boats shall be in their allocated berthing a minimum of 24 hours before the racing is scheduled to commence.
- 25.3 A suitable area will be provided for the rigging and de-rigging of the Boats prior to the event. Further storage of equipment shall be by prior arrangement only, the cost of which shall be the responsibility of the respective teams.
- 25.4 Crane and mooring availability shall be advised in the RSI. The cost of the main craning in and main craning out session will be covered by the OA. Any additional crane time required outside of these hours shall be at the expense of the respective team. Teams activating using morning sailing slots at an event may be given priority in craning schedules.
- 25.5 Boats may be required to be moored in front of the Race Village even when the Technical Zone is at a second remote location. When this applies to a part of the fleet only, the OA will decide who will moor at race village either by rotation, or by using the leading boats

Entry Form to the 2013 Extreme Sailing Series™

Please complete entry form at Appendix A, with appropriate payments and the other documents listed.



2013 Extreme Sailing Series™

Part II: Commercial Agreement

OA, Extreme Sailing Series SA (UK).
a subsidiary of OC Sport Ltd

affiliated to the Royal Yachting Association of the Great Britain

Extreme Sailing Series (UK), Venture Quays, Castle Street, East Cowes, Isle of Wight, PO32 6EZ,
United Kingdom
Tel: +44 (0) 1983 282797
E-mail: info@extremesailingseries.com



26. Advertising

26.1 Boats are required to conform to the following advertising requirements:

26.1.1 display sticker logos designated by the OA on the front 20% of each side of both bows. Painted representation of this is not permitted;

26.1.2 display sticker logos designated by the OA along the full length of the front beam;

26.1.3 display the event website address on the back two-thirds of both sides of the boom;

26.1.4 display the Boat's national identity / national flag and skipper or/and helmsman name stickers on sides of the mast in the position defined in Appendix A hereto. If the choice of the Team is to display two different names, each name will be only on one side;

NB: In case of changes from one Act to another Act, NoR 26.3 will be applied.

26.1.5 to fly an Extreme Sailing Series™ Race Flag, or other branding supplied by the OA at all times whilst racing, including when reefed on the leech of the mainsail;

26.1.6 at all times when not racing, from within 15 minutes of arrival at the dock until departure to go sailing again, to fly up to 6 flags from the forestay. Any team branding may be flown from other positions on the boat aft of the mast only.

26.1.7 Boom covers shall carry the branding and/or team name in such a way to be readable from 25 metres away with the naked eye. Teams are encouraged to provide boom covers in the team's colours.

26.1.8 At all times when not racing, alongside in harbour, to hoist a partial hoist mesh mainsail if supplied by the OA from one day prior to the commencement of racing through to the end of each Regatta. A team may use their own mesh mainsail subject to written approval by the OA – such approval will require the inclusion of the same event logo graphics and the design being similar to the standard provision. The Mesh sails will carry both team and event branding in a format decided by the OA, but respecting any brand guidelines supplied by the team in relation to their sponsor logos.

26.2 Appendix B and C to this Agreement contains further details about the required branding, but should there be any conflict, the text in this Commercial Agreement will prevail.

26.3 All branding required by the OA shall be supplied free from charge and applied by the team, apart from bow sweeps which shall be applied by the OA's supplier, before the first Regatta of the Event. Any subsequent re-application or provision of graphics or flags by the OA will be charged to the Boat concerned (which includes the cost of materials, labour and travel costs for a UK based supplier).

26.4 Each Boat name shall be limited to no more than 25 characters except with the written approval of the OA. The OA may require any branding or naming of boats to be changed if in its sole opinion they do not meet generally accepted moral or ethical standards.

- 26.5 No team or Boat shall carry any advertising, naming or otherwise be affiliated or connected to a Competitor (as defined in the NoR), without the prior written permission of the OA. Competitor brands that are added by the OA after the Team entry, and branding design of a Team has been accepted, shall not be considered in conflict for the 2013 series.
- 26.6 Teams cannot refuse branding supplied by the OA that may conflict with their own sponsors or partners or that of their Boat or team.
- 26.7 Teams shall comply with any directions of the OA concerning advertising and branding, the implementation of which will follow the Branding Guidelines (see Appendix D) at all times. The OA will only exercise its power to veto Boat branding to ensure the protection of the OA's Event Partners and sponsors' brands and the overall commercial interests of the Series and the Event
- 26.8 The OA, may in conjunction with the Host Venue partner, nominate a local charity to benefit from the promotion of the event.

27. Media

- 27.1 The OA intends to provide a comprehensive media and communication service, in conjunction with each of the teams.
- 27.2 Each team is strongly recommended to have their own PR representative.

28. Obligations of the Organising Authority

- 28.1 The OA will set up a Media Centre at each Extreme Sailing Series™ Regatta event. The Media Centre shall be primarily for journalists and up to two media representatives of each team, although working Internet areas for one additional representative of each team shall be provided where possible in a separate place. The VIP area is not to be used for working with computers in any permanent fashion. This Media Centre will be open the evening before the first racing day of the Regatta and will close at 20h00 local on the last day of each Regatta.
- 28.2 The OA will procure the services of a TV Production company or companies, and a photographer to record images (video/stills) at each Extreme Sailing Series™ Regatta. Where a Live TV feed is produced, teams may be required to carry fixed or movable onboard cameras with microwave link relay equipment. All images will be made available to the teams copyright free for editorial use only:
 - 28.2.1 Images (video, stills, graphics) including the copyright in relation thereto remain the property of the OA and/or media supplier and cannot be used for commercial use in whatever form without the prior written consent of the OA or media supplier as applicable (a fee may be charged for commercial use e.g. provision of material and rights fee);
 - 28.2.2 In any usage, images shall not, without the prior written consent of the OA, be cut, modified, edited or extracted, or shown without the official credits with which they are provided.

- 28.2.3 Live Internet feeds will be made available to teams for them to embed in their own websites should they wish to.
- 28.3 The OA will provide a website that includes a dedicated team page, with a sponsor logo and link.
- 28.4 The OA will provide an archive image compilation (video and stills) via the event online media centre available for editorial use. Teams and their sponsors will have access to all media material (Video, Images, News) within this area. All downloadable content e.g. video and images will be copyright free for editorial use only. All media must be properly credited.
- 28.5 The official TV Production Company responsible for news will upload selected GVs (General Views) video compilations from each regatta throughout each Event. The Team PR Officer will be notified by email of the video content that is available on the ftp or Digital Media Exchange for download for editorial use only. The TV Production Company can also provide additional production services to the teams e.g. customised filming, additional archive, etc, subject to standard rate card prices. In all usage, images shall not without the prior written consent of the OA be cut, modified, edited or extracted, or shown without the official credits with which they are provided.
- 28.6 Teams must gain the prior written permission of the OA before entering into any exclusive media deals in any form of media e.g. print, broadcast, online, etc.
- 28.7 Crew Member Image Rights are granted to the official Extreme Sailing Series™ Partners with the acknowledgement that Crew Member Image Rights are restricted to use in connection with the Crew Members' status as a crew member of a Boat as a collective so that all official Partner materials which feature Crew Member Imagery shall feature with equal prominence no fewer than two Crew Members and in no way suggest endorsement of any Brand or Partner product or service by an individual Crew Member.

29. Obligations of Teams/Boats

- 29.1 Teams will provide free from charge and with full reproduction rights (including a deemed non-exclusive copyright license) images (video and stills) to the OA for editorial use that the Teams themselves film or have filmed during the 2013 Event.
- 29.2 Teams agree to take an onboard a camera operator in the Guest Sailor position during racing when required to do so by the OA. The camera operator will be allowed to perform his function by capturing dynamic onboard footage and be able to move freely around the Boat subject to the requirements of safety determined by the skipper. The camera operator shall be able to carry such equipment deemed necessary to film content and in the case of live TV broadcast, relay footage back to shore via microwave link equipment [this equipment is carried in a backpack carried by the camera operator]
- 29.3 Teams shall wear head/body cams and audio recording/relay equipment when requested to do so by the OA, unless the skipper or crew can demonstrate valid physical reason not to carry such equipment. Teams are responsible for switching on and off any fixed cameras or other IT equipment supplied as requested by the OA to ensure relevant content is captured. Repeated failure to do so and without valid reason

may result in a points penalty. All content captured with OA owned on board equipment shall be the property of the OA, but such content shall be provided copyright free to all teams for editorial use.

- 29.4 Teams shall allow fixed camera equipment and attachment devices, microphones and other tracking, performance data or data sharing equipment, including heart rate and other biometric monitors, to be attached to their Boat and Crew Members during racing when required by the OA, and agree to the sharing of this data for the purpose of promotion of the event. Any data that is made available directly or indirectly to a team, shall be made available to all teams immediately, in the same format. Camera equipment maybe added in whatever position OA decides, and may be accompanied with additional Event Logo to be in camera angle, but if implemented this shall be accompanied by the Team's own logo in same space with at least equal prominence.
- 29.5 Teams are required to participate in media interviews and press conferences at each Regatta when so directed by the OA.
- 29.6 The skipper of each team (or another crew representative only if the skipper provides a valid reason for his or her absence) shall attend the official press conferences, prize givings and photo calls at each Regatta and the official Series or Event launch.
- 29.7 At least two Crew Members from each Team shall attend each official Regatta party when requested by the OA.
- 29.8 At least two crewmembers per Team may be required to attend a local community, educational or charity event, at the race village, for up to an hour, in the morning of each Race Day. The Skipper, and at least one crewmember should the conditions allow, may be required to return immediately after the finish of the last race of the day to the Race Village and VIP area, before taking their boat back to the Technical Zone – in particular in the case where the boats are moored at a different location to the Race Village.
- 29.9 Teams shall provide reciprocal website links from their Team site and/or sponsor site and/or skipper's site to www.extremesailingseries.com and shall use the official Extreme Sailing Series logo as detailed in this Agreement.
- 29.10 Teams shall use the official Extreme Sailing Series™ logo as defined in the NoR in their own media and communication material, and in a way that conforms to the Branding Guidelines.
- 29.11 No team, Boat, Crew Member or third party associated with any Boat will make any defamatory or derogatory statements or take part in any activities which are derogatory to or which may cause damage to the reputation, image or goodwill of the OA, and any other third party or partner of the OA. In the event of a breach of this provision the OA may ban the team and Boat, without recourse, from further participation in the Event.
- 29.12 Prior to the final event of the 2013 Series no team, Boat or Crew Member shall (without the prior written consent of the OA) stage, promote, manage, advise, consult or in any way facilitate, promote or participate in any rival series to the Event in the world. For clarity, existing 2013 race series in their current forms, including the 34th America's Cup, ACWS, WMRT, RC44, and the D35 circuit are not considered to be a rival series with respect to this clause.

- 29.13 Teams shall agree announcement dates of any communication regarding their participation in the 2013 series, or any details of the Series, with the OA.
- 29.14 Team content for magazine e.g. skipper/crew info, team name/logo, website, photos must be provided by 20 December 2012
- 29.15 Teams will be requested to sign a Sustainability Charter supporting the sustainability programme of the OA.
- 29.16 Skippers are required to sign up to 60 items of merchandise provided by the OA for use primarily with the event partners. There will be no commercial sale of these items, but they maybe auctioned for charity, and for all promotional use.

30. Crew Member Imagery

- 30.1 Teams and each Crew Member grant to the OA free from charge and in perpetuity the Crew Member Image Rights.

31. Other branding

- 31.1 All branding implementation using the Extreme Sailing Series™ logo shall conform to the Brand Guidelines in Appendix D.
- 31.2 Teams are requested to include Extreme Sailing Series™ logo branding on all their visible team clothing and required to do the following:
 - 31.2.1 At least one item of visible official team clothing to be worn by each Crew Member shall carry the Extreme Sailing Series™ logo displayed on the upper left or right sleeve. Skippers and each Crew Member shall wear at least one clearly visible item of such clothing at official press conferences, Regatta prize giving and the Series launch event;
 - 31.2.2 The OA intends to supply teams with rubber patches by 20 December 2012 for those requesting them on entry, displaying the Extreme Sailing Series™ Event Logo to meet this requirement. Direct application of the logo can be made, in accordance with the Branding Guidelines.
- 31.3 During racing, each Crew Member of a particular team shall be required to wear identically coloured Race Vest on his or her upper body, over the top of all other clothing, with the Event Logo clearly displayed on top. It may be with or without arms, but shall be on the outside of all clothing and over the top of buoyancy aids when worn. It is recommended to also include the name or nickname of each sailor. The event logo shall at all times be kept visible at the top or middle on the back and shall be a minimum of 280 mm width. It is recommended that the base colour of the race vest corresponds to the boat sponsor's primary colour as per the branding plan of the boat. Example:



- 31.4 All team vehicles, trailers, dock boxes, RIBs and any other publicly viewable team branded equipment in the technical zone and public site must carry in a prominent fashion the Event logo as designated by the OA to cover at least 15% of the branded surface area.
- 31.5 The OA reserves the right to apply temporary container branding to all containers when they are positioned in or near the public village. Teams with their own high quality branding may continue to use their own.

32. VIP Hospitality

- 32.1 VIP Hospitality facilities will be available at each venue. Options for this will include access only, food and drinks packages and reserved or private areas. Teams will have a total of 10 free “access only” passes for the VIP Hospitality facility at each Regatta, including an allowance of 155 Euros of beverages (based on the normal price list displayed) and free crew pasta at the end of racing each day. No other catering or hospitality facilities will be allowed anywhere on site and specifically in the vicinity of the VIP area unless approved or supplied by the OA.
- 32.2** No food other than that provided by the OA’s official caterers shall be brought in to the VIP area at any time.

33. Health and Safety

- 33.1 Health and safety is of the utmost importance, increased by the facts that Guest Sailors are carried, and spectators are often very close to the racing. It is the responsibility of the OA, teams, and their respective support teams to ensure the health and safety of those around them.
- 33.2 The OA will produce a Risk Assessment and Health and Safety policy document for each Regatta and it is strongly recommended that each team does likewise. Any potential health and safety issue should be brought to the immediate attention of the Race Committee.
- 33.3 Each venue will also have a unique emergency action plan for both shore side and on-water activities. It is recommended that all teams familiarise themselves with this and also communicate this internally to all parties involved in the event.
- 33.4 Moving containers, craning, launching and landing are very specialised activities. The OA will endeavour to make suitable cranes and launching areas available. It is however the responsibility of the teams to ensure that each of these operations is appropriately manned and supervised by a person suitable trained in the respective operations. Crew Members or others involved with a team shall not remain onboard the Boat (or any support boats) during craning operations.

34. Amendment

The OA may amend this Commercial Agreement at any time by giving reasonable notice to all teams.

35. Responsibility of the OA, Partners and the Teams/Boats

- 35.1 Sailing is a hazardous and potentially dangerous activity and anyone intending to become involved in the Event, whether as a participant or otherwise, does so on the basis that they accept that it is at their own risk and that they could suffer loss, damage or injury as a consequence of such participation. By entering the Event each skipper for himself or herself as well as on behalf of all others involved with that team and/or Boat acknowledge that it is reasonable for those involved in the organisation of the Event to exclude to the maximum permissible at law any liability that they may have and that those in any way involved in the organisation or sponsorship of the Event should be indemnified by any such competitor or third party in relation to any claims brought by that competitor or third party in respect of any injury, loss or damage sustained.
- 35.2 Each Boat enters the Event at its own risk and the skipper and Crew Members fully accept the responsibility in deciding whether to participate. It is the sole responsibility of each Crew Member to decide whether to participate in each race having regard to that individual's competence, the Boat and its associated equipment, the weather conditions anticipated or encountered during each race, his or her level of fitness, medical condition and so forth.

- 35.3 It is the responsibility of each competitor (and anyone associated with him or her) to obtain adequate and proper insurance cover whether it be in relation to any injury, loss or damage or otherwise, and it is a requirement of each skipper to bring these exclusions and indemnities to the attention of each Crew Member and any third party whom they involve or seek to involve in any way in relation to the Event.
- 35.4 Subject to the Force Majeure provisions contained below, the obligations of the OA are limited to compliance with express contractual obligations. Therefore the OA will have no liability for breach of any contractual term implied by common law, statute or otherwise or for negligence and will not be responsible for any loss, damage or injury (howsoever caused and howsoever arising), breach of duty, misrepresentation or otherwise.
- 35.5 The OA will not be liable for any actual or alleged indirect or consequential loss, howsoever arising, suffered by anyone whether it be a competitor, owner or sponsor or otherwise and such exclusion of liability will not be limited to loss of profits, opportunity, business, publicity, reputation (or an opportunity to enhance reputation) or in relation to any sort of economic loss.
- 35.6 The OA shall have no liability whether it be to any participant in the Event or otherwise 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, terrorist attack or threat, accident, breakdown of plant or machinery, riot, abnormally inclement weather, earthquake, tidal waves, fire, flood, hurricane, tornado, drought, explosion, lightning strike, lockout, trade dispute or labour disturbance, the act or omission of or refusal of any license or permit by any government, national or international sailing authority, highway authority, telecommunications operator or difficulty delay or failure in the provision, manufacture, production or supply by third parties of any information, goods or services.

36. Miscellaneous

- 36.1 At the discretion of the OA, other classes of yacht may be used in the 'stadium' to act as 'warm-up' acts before, during and after Extreme 40 racing.

Signed by:

for and on behalf of himself/herself and each Crew Member and all others involved with the team and/or Boat

Signed by:

for and on behalf of Extreme Sailing Series S.A.

Appendix A - Entry Form

Name of Boat:	Name of Team if different to Boat name:
Hull / platform #:	
Name of Owner:	
Address of Owner:	Name of principal sponsor:
Website / Blog:	Facebook:
Twitter:	

PR Agent / Media representative for team	Contact for sponsor /sponsor representative	
Name:	Name:	
Email:	Email:	
Mobile No:	Mobile No:	
Address:	Address:	

Skipper (please attach CV of skipper, and key crew)	Project Manager / principal team technical contact
Name:	Name:
Email:	Email:
Mobile No:	Mobile No:
Address:	Address:

Name of Company (for invoicing):	VAT Number: (for invoicing)
----------------------------------	-----------------------------

Entry Process Checklist:

Team Documents:

- ☐ Completed Entry Form (Appendix A)
 - ☐ Signed Commercial Agreement
 - ☐ Skipper CV
 - ☐ Crew CV(s)
 - ☐ Team / Sponsor Information for Extreme Sailing Series™ Magazine
 - ☐ Boat Branding design submitted for approval
 - ☐ Request for rubber branding badges

 - ☐ Insurance Policies and Carnet Application:
 - ☐ Extreme 40 Insurance Policy
 - ☐ Support Craft Insurance Policy
 - ☐ Relevant CSC Valid Certificate and Full Inventory (new teams only)

 - ☐ Fees (subject to VAT where applicable):

<input type="checkbox"/> Entry Fee -	€66,500
<input type="checkbox"/> Joining Fee (new teams only) -	€15,000
<input type="checkbox"/> Hospitality Activation Services Prepayment -	€25,000
<input type="checkbox"/> Race Services Deposit -	€10,000
<input type="checkbox"/> Bond / Bank guarantee for full season participation -	€50,000
<input type="checkbox"/> Late Entry Fee (if submitted after 10 December 2012) -	€15,000
<input type="checkbox"/> Total Fees submitted:	
- €
- ☐ Notification of fee transfer sent to OA

I, _____, Skipper of _____, or team representative of the Boat declare that I am entering the above Team into the 2013 Extreme Sailing Series™, as detailed above I understand that racing can be dangerous and I enter this Event at my own risk and that of the others involved with the Boat having read and understood this Notice of Race and the Commercial Agreement including the indemnities and exclusions of liability.

I warrant that I will refer each Crew Member and third parties involved with the Boat or the team of the terms of the indemnities and exclusions contained in the NoR and the Commercial Agreement.

I agree that the Boat and Crew Members are to be bound by the Racing Rules of Sailing, the Extreme 40 Class Rules, the Notice of Race, the Sailing Instructions and Commercial Agreement (as amended from time to time) that govern the Event.

I also declare that during the Event the Boat shall be insured with valid third party liability insurance with a minimum cover of £2,000,000 or €3,000,000 whichever is the lesser I have read the Notice of Race and Commercial Agreement and confirm that I will procure the Boat and its Crew members to conform to their requirements throughout the Event.

I acknowledge that it is a condition of entry that, by their respective representative, each Boat or team also enters into the Commercial Agreement.

Payment of the appropriate Entry Fee and other payments in Clause 4 of the Notice of Race have been made via bank transfer.

Signature of Skipper or team representative of the Boat.....

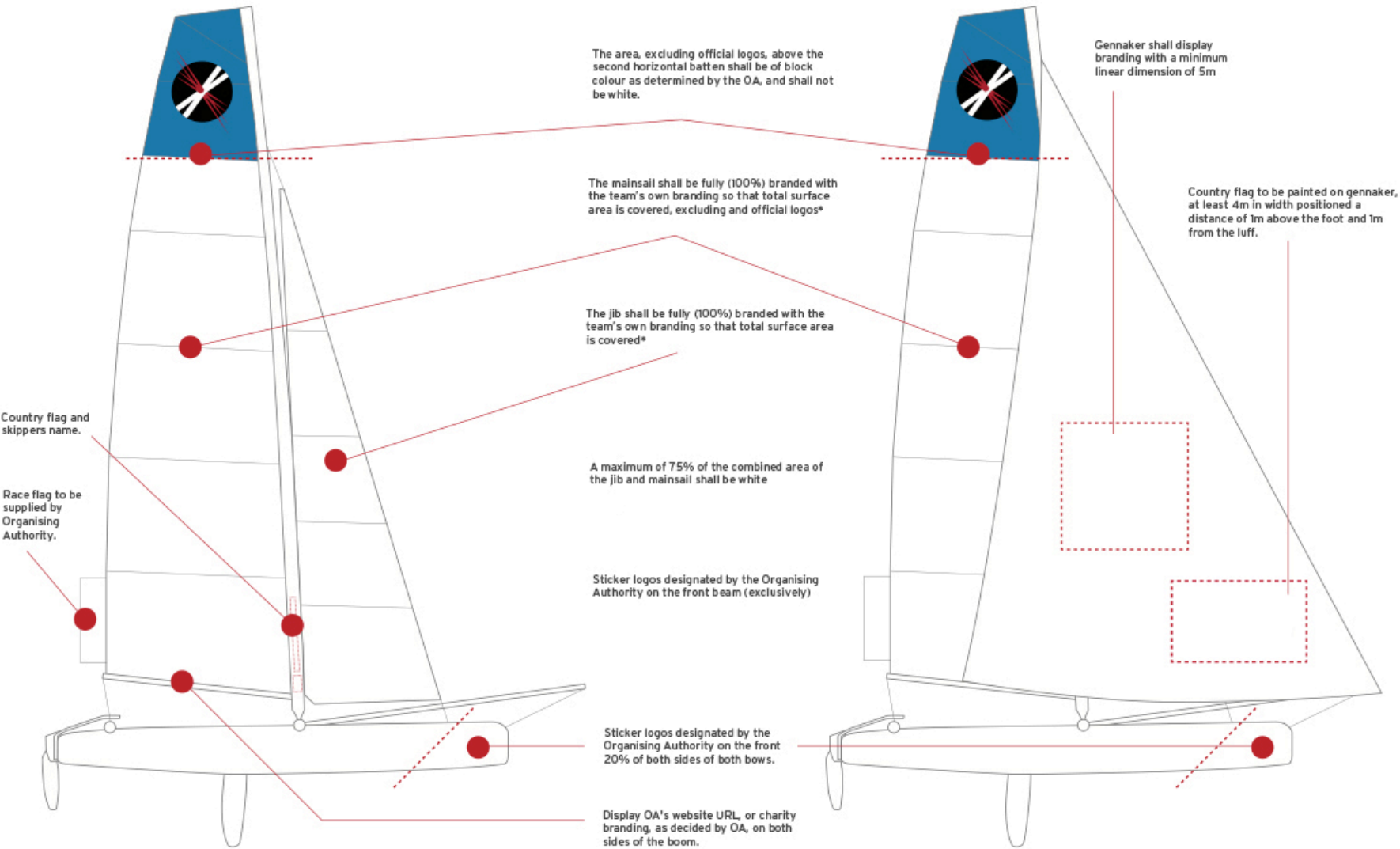
Date

To be returned by 18.00 GMT 10 December 2012, with the appropriate payments and bond/bank guarantees executed.

Extreme Sailing Series SA (UK)
c/o OC Sport UK Ltd,
Venture Quays,
Castle Street,
East Cowes,
PO32 6EZ,
United Kingdom

Tel: +44 (0) 1983 282797
email: info@extremesailingseries.com

Boat Branding Diagram (schematic drawing, branding is not to scale)



*for sails certified after 1/11/10 the branded area shall include head, clew and tack patches.

Appendix C – Official Extreme Sailing Series™ Event logos

This logo may be modified at any point by the OA to include the logo of any or both Series Main Partners (maximum of 2)

Fig 1.



Fig 2.



Fig 3.



Appendix D – Brand Guidelines (rules for use of official logo)

These are contained in a separate document. Please refer to 'Extreme Sailing Series™ Brand Guidelines' available from wez@ocsport.co

Appendix E – Logistical Shipping Package

Detailed logistical shipping package to be released by 20 December 2012 at the latest.
Details of the approximate cost can be obtained from the Official Logistics Partner, GAC Pindar.

Appendix F - unused

Appendix G – Summary of Benefits

Race Management

Race Management Team

Dedicated Race Director, Principal Race Officer, Assistant Race Officer, Safety Officer and on water Umpires to avoid all post race protests.

Team Logistics

A comprehensive Road Book for each venue will be provided as in previous years. This will include detail information on local resources, accommodation, travel and logistical aspects.

Accommodation

Discounted accommodation where possible

Shipping

Shipping of containers will be operated and managed by the OA from the first to last venue. Shipping expenses shall be charged at cost, in a transparent way including copies of all invoices, but there will be no charge for the management of the shipping.

Technical Zone

A secure team area in which to build the Extreme 40s. Electricity and water will be provided where possible.

Technical Support

A full technical support service will be provided at each venue, including the stocking of spares, container workshop, and a boat repair resource (hourly charge plus materials) sufficient to repair most types of damage overnight. Objective being that no team should need to bring more than one support person (RIB driver) to any event.

Crane

Cranes for container lifting, mast stepping and boat launching will be available free at set times before and after the Regatta.

Boat Mooring

Mooring or dock space will be made available throughout the Regatta.

Hospitality

Enhanced VIP hospitality area with packages available to buy at different levels:

Silver

Reserved team area within the Extreme Sailing Series™ hospitality facility plus an excellent food and drinks package, with options to brand. A 25% discount is available to teams, and customizable options possible for large numbers of guests.

Gold

Private marquee or customized area within the VIP compound which you can tailor make to suit your requirements and options for catering.

Teams

- Teams will have 10 free access passes per day into the VIP Lounge.
- Extreme Sailing Series™ Party held at most Regattas. 5 free tickets available to teams, guests and sponsors.
- Allocation of free drinks at the VIP bar at each event of 155 Euros per team at the normal price
- Crew pasta after racing each day.

Discount 25% for teams on normal prices for drinks and VIP packages.

Media

Global TV

Enhanced TV production including a 6 or 7-part TV series with full international distribution (35+ channels in 2012). Live TV in as many venues as possible including 3d graphics. Plus TV host broadcast and service in each venue. Features on the teams, sailors and best race of the day/event. All raw TV images, as distributed, are free of charge for non-advertising use by teams.

Photography

Official photographic services at each venue. All images available for editorial/PR use by teams free of charge.

Internet

Website with a strong focus on video and images along with a dedicated team zone where team/sponsor logos with links can be displayed. iOS app including ability to access live coverage from iphone and ipad. Social media tools with Twitter and Facebook promoting the event and linking to team accounts. Internet feed of 3d graphics / live tracking where internet bandwidth permits.

Online Media Centre (aka Digital Media Exchange, DME)

A one stop-shop for access to all digital content in full resolution for media and teams.

Media & PR Team

Dedicated media and communications team providing proactive PR support including services of local PR agents in each territory.

'Extreme' Magazine

High quality English 40+ page magazine for the season including team info 50 free copies for teams and further copies at 50% discount on the published price. Discount of 50% on rate card for team sponsors. Available prior to Act 3 in hard copy. Available online e-book format.