

THE OCEAN RACE 2027 FOR IMOCA 60 CLASS BOATS

NOTICE OF RACE

Amendment No 1

17th December 2023

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



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1. THE RACE

- **1.1** The Ocean Race is a fully crewed Around the World Race in IMOCA Class 60 Boats and is the successor event to the Volvo Ocean Race and the Whitbread Round the World Race. The official name of the Race is "The Ocean Race 2026/2027 ®" ('The Race')
- **1.2** The Race is scheduled to start in Alicante, Spain in January 2027, and finish in early Summer 2027 in a city in the Northern Hemisphere to be announced by the OA in 2024. The race will consist of up to eight scoring Legs between Host Cities.
- **1.3** The Official timings shall be expressed in UTC and the official language shall be English.

2. THE DOCUMENTS AND RULES

- **2.1** The Race will be governed by the rules as defined in the Racing Rules of Sailing (RRS). Other documents under RRS Definitions Rule (g) include:
 - (a) The Notice of Race (NOR).
 - (b) The Sailing Instructions and Addendums (SI).
 - (c) The IMOCA 60 Class Rules.
 - (d) The Equipment Rules of Sailing (ERS). Where there is a conflict between the Class Rules and the Equipment Rules of Sailing, the Class Rules shall prevail.
 - (e) The Sustainable Race Team Code of Conduct and Teams Sustainability Charter,
 - (f) The Ocean Race Code of Conduct.
 - (g) Race Registration Form.
 - (h) Commercial Partnership Agreement (CPA).
- **2.2** THE DOCUMENTS AND RULES will be updated to comply with the 2025-2028 Racing Rules of Sailing when published.
- **2.3** The Race has been awarded World Sailing Special Event Status and the OA will request permission to delete; RRS 88.1 and 88.2 and replace with; 'The prescriptions of national authorities will not apply'. The OA will apply to World Sailing for permission under RRS 86.2 to change the racing rules. The approval will be posted on the Noticeboard.
- 2.4 Certain RRS will be changed, the changes will appear in full in the SI's.
- **2.5** English is the language of the Race and if there is a conflict between languages the English text shall take precedence.
- **2.6** Documents will be posted on the Noticeboard:
 - (a) <u>Team Noticeboard</u>
 - (b) Public Noticeboard

3. ENTRY, FEES, AND ELIGIBILITY

- **3.1** Entries will open on February 1st,2024.
- **3.2** Entry will be initially limited to ten (10) Teams. The OA reserves the right, at its absolute discretion, to offer Wild Card entries in addition to this initial allocation of entries.
- **3.3** These first ten Teams shall be invited, on completion of the entry and registration process, to join the Competitors Advisory Committee (CAC) which shall meet at least quarterly, commencing June 2024. Teams that are unable to confirm their participation in the Race by 30th April 2026 shall cease to members of the CAC.
- **3.4** To be an entered Team and be eligible as a participant of the Race, the Team shall perform the following mandatory steps:
 - a. Complete and sign the Registration Form provided by the OA upon request.
 - b. Pay the Entry Fee upon signature of the Agreement dependent on the following:
 - i. Teams completing the Entry and Registration Process by June 30th, 2025, shall not be charged an Entry Fee ("**Standard Entry Fee**").
 - ii. Teams completing the Registration Process on or after July 1st, 2025, inclusive will pay an Entry Fee of seventy-five thousand euros (75,000 Euros) ("Late Entry Fee").
 - c. Pay a refundable deposit of seventy-five thousand euros (75,000 Euros) as a security to cover any potential instances of non-compliance of the Team's obligations under the CPA terms and conditions (the "**Deposit**"). The OA reserves the right to make deductions from the deposit, at its reasonable discretion, in cases where the team fails to meet its obligations as per the CPA terms and conditions. These deductions will be performed to cover any costs and compensations resulting of such non-compliance.
 - d. The Deposit shall be returned, less any deductions that may apply on or before October 31st, 2027. In the event a Team is unable to start the Race for reasons outside of its control, the OA shall return the Deposit less any deductions under Para 3.4c.
 - e. Complete and sign the Commercial Partnership Agreement (CPA).

4. SUSTAINABILITY

- **4.1** The OA is deeply committed to fostering sustainable practices, both on water and on shore, and to playing an active role in restoring ocean health. All operations must strictly adhere to the sustainability guidelines provided by the OA.
- **4.2** Teams shall generate 30% percentage of the total energy consumed on each Leg from renewable sources (Hydro, Solar, Wind). Teams shall submit a report setting out renewable and total energy production and consumption to the OA at the end of each Leg. Teams shall ensure they have enough generation capacity to operate the communications and science equipment as specified and directed by the OA.
- **4.3** The OA shall specify and mandate scientific equipment to be carried on board for the purpose of monitoring and studying ocean health. Teams must ensure this equipment is operated as directed by the OA. Teams that are not required to carry the scientific equipment shall carry equivalent corrector weights in a position designated by the OA.
- **4.4** The OA asserts that gender equality, diversity, and inclusion is imperative for a sustainable future. Teams must have policies and practices in place to ensure an inclusive and safe working environment.
- **4.5** All teams are required to sign the Teams Sustainability Charter. Persons in charge, reserve persons in charge, OBRs and Crew Members must attend sustainability training provided by the OA and sign and comply with the Sustainable Race Team Code of Conduct.

4.6 The OA reserves the right to implement a 'Race to Zero' trophy' and if exercised all Teams will be required to participate. If implemented, Teams shall be awarded bonus points for achieving prescribed sustainability related actions.

5. RACE SCHEDULE

- **5.1** The Race is scheduled to start in Alicante in January 2027 and finish in early Summer 2027 in a Northern Hemisphere City to be announced by the OA in 2024.
- **5.2** The final route, dates and timings will be published via an amendment to the Notice of Race. All dates and timings will be published in the <u>Race Calendar</u>.
- **5.3** Boats and Crews shall attend the full Assembly period in Alicante, which will commence at 0900 UTC 15 days before the start of Leg 1. The Assembly Period will include Crew safety, technical, medical, and sustainability briefings, OBR briefings and Boat scrutineering. Delayed arrival of Boats or Crew may be permitted at the absolute discretion of the OA.
- **5.4** The Race will consist of scoring legs between up to nine Host Cities, and Coastal races in some Stopovers.
- 5.5 The In-Port Series will consist of short Inshore Races which may be sailed in flights.
- **5.6** Boats shall participate in a Practice Race during the Alicante Stopover to test safety and operational procedures and tracking and communications equipment.
- **5.7** In-Port Races, Pro-Am Races, Coastal Races, and Corporate Guest Sailing shall be scheduled in the Host City Stopovers at the OA's discretion.
- **5.8** A bonus point scoring short inshore Coastal Race may be scheduled in some Host City Stopovers at the OA's discretion.
- **5.9** The course may include scoring gates and virtual waypoints where bonus points shall be awarded.
- **5.10** The final route, dates and timings will be published via an amendment of the Notice of Race. All Dates and timings will be published in the <u>Race Calendar</u>.
- **5.11** A Boat shall make a reasonable attempt to start, sail the course and finish all Practice, Pro-Am, Coastal, and In-Port races. Failure to do so may result in a protest by the RC. Any penalty given will be a points penalty applied to the overall score.

6. BOATS, SAILS, APPENDAGES AND TRAINING

- 6.1 Boats shall have:
 - IMOCA 60 Class Standard Solid Steel Fin Keel.
 - IMOCA 60 Class Standard Wing Mast.
 - Race Sails, Rigs, Appendages and Equipment only in accordance with the IMOCA 60 Class Rules, the NOR and the SI's.
 - An IMOCA 60 Measurement Certificate that is valid for The Ocean Race 2027. Except in the case of major damage, a Boat shall only be reconfigured once after the assembly period.
 - A diesel engine rated by the manufacturer at no less than 35HP.
 - All OA specified safety equipment on board throughout a Leg.

- **6.2** By 1600 UTC 8 days before the Leg start in Alicante, Teams shall nominate one pair of the foils as the primary foils. Only the primary foils shall be carried or used on the Boat after the Assembly Date. If a primary foil suffers serious damage that cannot be repaired before a Leg start, the Team may apply to the OA for permission to replace the damaged foil with a replacement foil.-Primary and replacement foils with serious damage may, with the permission of the OA, be repaired or replaced during the Race to their original design and specification.
- **6.3** By 1600 UTC 8 days before the Leg start in Alicante, Teams shall nominate up to eleven sails plus one storm jib. Where a Team does not nominate the full eleven sails at the Assembly Date, it shall nominate the remaining sails before they are used in the Race. Only these nominated sails and sail bags shall be carried, hoisted, or used on the Boat at any time after the Assembly Date. Sail materials used for nominated sails shall not include carbon fibre.
- **6.4** Sails shall be fully measured, branded, and certified before they can be nominated. After nomination, sails may be recut or reshaped, with the limitation that no more than 25% of the original area of the sail material shall be replaced.
- **6.5** A Boat shall carry a maximum of six sails plus a Storm Jib on every Leg or Coastal Race. A Boat shall carry a maximum of six sails plus Storm Jib on an In-Port Race and shall not change the sails on board after leaving her mooring immediately before the In-Port Race.
- **6.6** Boats shall carry OA specified position monitoring, security and tracking equipment installed on the Boat at all times. Once installed it shall remain powered on and shall not be modified or removed except by, or with the prior written approval of the OA. Teams shall facilitate continuous access to real time navigation and weather data via telemetry to Race Control for safety, rule compliance and public tracker purposes. The OA may use the information received from the position monitoring equipment to verify compliance with the Rules.
- **6.7** Boats shall have all OA specified Network, Multimedia, Cameras, and Satellite Communication equipment installed and functioning on the Boat on at all times.
- **6.8** Teams shall grant access to OA appointed Technical Staff and Class Measurers and Equipment Inspectors during the Assemble Period and at every stopover to check systems and rule compliance.
- 6.9 Teams shall be liable for any measurement or associated costs incurred.

7. CREW MEMBER CERTIFICATION.

- **7.1** The Team shall ensure its Crew Members meet the requirements under this section 7, providing the OA with all the applicable documents that the OA deems necessary to certify compliance.
 - a. All Crew Members shall attend a training course arranged by the OA covering the use of the specialist navigation, AIS, radar, and other systems on the Boats.
 - b. Crew Members shall comply with any statutory Crew qualification requirements of the Authorities of Port of Registration of the Boat.
 - c. A minimum of two Crew Members shall undertake a medical training course approved by the OA and at least two of them shall be on board as the nominated Medics while the Boat is racing on a Leg.

Following the medical course, the nominated medics shall be able to demonstrate the following skills: They are able to competently manage an airway, apply simple strapping and plaster casts, undertake skin suturing, insert intravenous cannula, and give intravenous fluids, give both intra-muscular and intravenous injections, and apply a temporary dental filling. They shall also provide the documentation showing that they have been assessed in these skills by a recognised medical practitioner and have proven to be of an acceptable standard.

- d. All Crew Members shall have a nationally recognised first aid certificate, acceptable to the OA, which shall be valid until the 30 July 2027. The certification shall include cardio-pulmonary resuscitation.
- e. All Crew Members shall have a certificate, valid until 30 July 2027, from a World Sailing approved Offshore Personal Survival Training course or equivalent approved by the OA.
- f. All Crew Members shall have undergone a medical and dental examination no more than six months before the start of the Race. Medical and Dental certificates, available from the OA, shall be completed and signed by the examining doctor or dentist. Any changes to the medical condition of a Crew Member shall be notified to the OA before the start of every Leg.
- **7.2** The Team agrees to pay the accommodation, travel and all other subsistence costs or expenses of Team Members attending any training course (as stated in this NOR) as instructed or requested by the OA.

8. CREW MEMBERS ONBOARD WHILE RACING

- **8.1** No individual shall be on board a Boat while racing without the approval of the OA at its sole discretion.
- 8.2 The OA may withhold this approval for any reason.
- 8.3 A Person In Charge (PIC) (sea) or reserve PIC(sea) shall be on board for all sailing activities.
- 8.4 For all Legs and Coastal Races and In-Port Races and Pro-Am Races there shall be four Crew Members on board, of which at least one shall be female. The Crew shall be multinational, representing at least two different nations. Crew Member nationality shall be determined by a current valid passport.
- **8.5** During an In-Port Race or Coastal race all Crew Members shall have sailed the previous Leg (or for the Alicante In-Port Race, the Practice Race in NOR 5.6) or will sail the next Leg of the Race.
- **8.6** A Crew Member may leave the Boat during a Leg due to an emergency or other reason approved by the RC, having left they shall not return or be replaced during that Leg. The departure of the Crew Member shall be immediately reported to race control. This changes RRS 48.2

9. ONBOARD REPORTER (OBR)

- **9.1** Boats shall always carry an OBR while racing. The OBR is additional to the specified crew number.
- **9.2** An OBR shall not participate in racing or sailing activities. Their role is to communicate the story of the Race.
- **9.3** An OBR shall have suitable media experience and be approved by the OA. Approval will not normally be given to a professional sailor or performance specialist.
- **9.4** The OBR shall attend mandatory training to be provided by the OA.
- **9.5** When an OBR has completed their media tasks, they can assist in limited non-performance tasks on board. A list of the OBR's permitted and prohibited tasks can be found in SI attachment 5. The OBR shall not be required to carry out any more cooking and cleaning duties than other individual Crew Members
- **9.6** While racing and during designated qualification events: in the event the OBR is unable to perform their duties a Crew Member shall take over the duties until either the OBR is able to resume their duties or the Boat finishes. The substitute OBR is not restricted by NOR 9.2 however all circumstances surrounding the substitution shall be immediately communicated to race control.

10. BRIEFINGS AND CREW TRAINING

- **10.1** The Person in Charge and the Navigator shall attend a Race Management briefing prior to each Leg.
- **10.2** Crew Members shall attend additional safety briefings that may be scheduled by the OA throughout the Assembly Period and the Race.
- **10.3** All Boats must be able to demonstrate at any time from the Assembly Date until the finish of the Race, emergency drills including MOB recovery in different weather conditions, the operation of safety equipment and the operation of all communications equipment on board, including the making of distress calls.
- **10.4** The PIC (sea), navigator, technical shore manager, team manager and the team communications manager, shall attend a briefing on the OA crisis management plan during the Assembly Period.
- **10.5** The PIC (sea), Reserve PIC (sea) and navigators shall attend a half-day briefing covering emergency procedures with members of the Maritime & Coastguard Centre (UK) during the Assembly Period.
- **10.6** As a minimum, two of the Crew Members referred to in NOR 7.1 shall attend a two-day medical briefing to be held during the Assembly Period. They or their replacements may further be required to attend a refresher course to be conducted at a Port during the Race.
- **10.7** Crew Members shall attend Awards Nights, Public Prizegiving's, Press Conferences, Summits, Sustainability Events and Ocean Live Park Events as scheduled by the OA.

11. DOCUMENTS AND DECLARATIONS REQUIRED TO RACE

- **11.1** The completed and signed Registration Form.
- **11.2** Each Team or its representative shall sign the CPA immediately on becoming an official entry.
- **11.3** Proof of payment of the Entry Fee (when applicable) and the Refundable Deposit.
- **11.4** Teams shall supply a Crew Member list and Crew Member personal information forms to the OA at least 48 hours before they start each In-Port Race, Leg or Coastal Race through the OA's designated online platforms.
- **11.5** Proof of insurance and the coverage for the mandatory insurances.
- **11.6** A completed Boat Information Form.
- **11.7** A copy of the first aid and sea survival certificates and medical certificates for all Crew
- **11.8** A PIC(sea), Reserve PIC(sea) and Crew Member agreement for every person on board.
- **11.9** A signed OBR agreement
- **11.10** The signed Sustainable Race Team Code of Conduct.

12. GUESTS ONBOARD

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

Boat Tours:

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

Pro-Am Races:

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

In-Port & Coastal Races:

12.5 During In-Port Races and Coastal Races, guests shall not take part in the sailing of the Boat or act to improve its performance in anyway.

Legs:

12.6 During a Leg, a maximum total of two Guests nominated by PIC (sea), or the OA may be onboard at the Leg Start. The OA shall designate the location where the Guests shall be collected after the Leg Start.

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13. SAILING INSTRUCTIONS

13.1 The General SI's will be available in Q3 2026. When available they shall be posted on the Race Noticeboard.

14. THE RACE

- 14.1 The Ocean Race 2027 shall consist of up to 8 Ocean Legs, 4 Coastal and 9 In-port Races.
- **14.2** Legs and Courses will be announced in an Amendment to the Notice of Race.
- **14.3** The Course for each Leg will be contained in its Sailing Instruction Addendum.
- 14.4 The Courses for In-Port, Coastal and Pro-Am Races will be in the Sailing Instructions.

15. ASSEMBLY AREAS AND HAUL OUT STOPOVERS

- **15.1** Boats shall be in the Assembly Areas on the dates and at the times listed in the Calendar.
- **15.2** Berthing and base positions will be determined by the OA. Any permission for a Boat to leave the Assembly Area will be at the discretion of the RC.
- **15.3** In all Ports, Boats shall be in the Assembly Area unless the RC has given written permission to leave.
- **15.4** In a Haul out Stopover the maintenance period ashore may be limited by available space and the OA will co-ordinate and allocate timings with Teams. Following the maintenance period, Teams must apply to the OA for permission to leave the Assembly Area. The OA may restrict this permission to ensure equal practice time for Teams.
- **15.5** At a Non-Haul out stop or in exceptional circumstances the RC may issue a date and time when a Boat may leave the Assembly Area. At other times Boats may be absent from an Assembly Area during assembly periods with the prior approval of the RC.
- **15.6** On the day of a Pro-Am or In Port race Boats must return directly to the Assembly Area after finishing or retiring from that race unless prior permission to do otherwise is granted by the RC.
- **15.7** After finishing a Leg, Boats shall proceed directly to the Assembly Area unless prior permission to do otherwise is granted by the RC.
- **15.8** The SIs may contain further requirements for Boats when departing on race days or docking after finishing.

16. NON-HAUL OUT STOPOVERS AND SHORT STOPS

- **16.1** When a Leg finishes at a non-haul-out Stopover a Team shall not use any machinery, systems, devices, or other methods of removing the Boat from the water or the water from around the Boat and shall not use a crane or other method to remove or step the rig or any other item.
- **16.2** The mast shall not be removed from the Boat.
- **16.3** A diver may be used for underwater maintenance and repairs.

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- **16.4** Should a Team request emergency work that would contravene either NOR 16.1 or 16.2, or 16.5 (a) or (b) they shall, prior to commencing the work: Apply to the RC for permission to carry out the work; the application shall contain information from outlining the problem and the suggested method of repair or replacement. If the RC grants permission, they will specify the work that may be done to the Boat.
- **16.5** In addition, during a Short Stop the following conditions apply:
 - (a) Repairs, replacements, or modifications to the Boat shall only be carried out by a Crew Member who is on the Boat's crew list for the previous Leg, plus two Shore Crew who shall be nominated by the Team to the OA at least 48 hours before the Boat finishes the Leg.
 - (b) Only equipment and spares carried onboard for that Leg may be used on the Boat.
 - (c) All work carried out under NOR 16.5 (a); shall only be carried out onboard the Boat.
 - (d) Extra fuel, water, food, and provisions shall not be taken onboard during the Short Stop.
 - (e) Crew Members may leave and return to the Boat during the Short Stop.
 - (f) Other than the clothing and personal items the Crew Member is wearing at the time or is required to have with them (watches passport etc.) all other items including computers, gear bags etc. shall remain onboard during the Short Stop.
 - (g) Guests and media may go onboard for visits or interviews. While onboard they shall be accompanied at all times by a team member. The guests or media shall not bring bags onboard but may carry and use cameras and recording devices.
- **16.6** The SIs or their addendums may contain further restrictions or permitted activities.

17. PENALTY SYSTEM

- 17.1 Appendix UF will be used as specified in the SI's.
- **17.2** All penalties resulting from protest hearings will be at the discretion of the International Jury. Points penalties will be applied to the Boats overall score unless the rule breach affected the leg finishing order.
- **17.3** RRS 44.2 is amended by adding: When on a Leg and Appendix UF does not apply or no longer applies; a Boat may take a penalty in accordance with RRS 44.1 by taking a One-Turns Penalty or Two Turns Penalty. A screen shot of the incident and the penalty turn(s) shall be sent to race control. The screen shot will be sent to the IJ.

18. BRANDING AND EVENT ADVERTISING

- **18.1** Teams shall comply with the Event Branding Rules set out in the CPA at all times.
- **18.2** Event advertising is contained in the Brand Identity Rules

19. SCORING

- **19.1** A modified RRS Appendix A shall apply to Legs: They will be scored on a high points basis: The winner of each Leg shall score points equal to the number of Race entries, 2nd shall score one point less than the number Race entries and each subsequent position shall score one point less than the position above. Boats that do not start or do not finish a Leg will score zero points. Certain Legs may be designated as double points scoring.
- **19.2** Bonus points may be awarded for positions at designated scoring gates and virtual waypoints and for Coastal Races. Bonus Points may be awarded under NOR 4.6
- **19.3** Each Boat's score shall be her total for all Legs, plus any bonus points awarded, less any penalty points applied by the International Jury. The boat with the highest series score wins and others shall be ranked accordingly. Ties on overall points, will throughout the race be broken in favour of the boat with the highest overall position in the In-Port series.
- **19.4** Each Boats score for the In-Port series shall be her total for all In-Port races. The boat with the highest series score wins and others shall be ranked accordingly. Ties will be broken in favour of the boat with the best score in the most recent In-Port Race.
- **19.5** If an In-Port Race is sailed in flights the scores shall be combined and will only count as one race in the In Port series. Flights will be determined by draw for the Alicante In-Port Race and by current overall position in The Ocean Race for all other In-Port Races.
- **19.6** When an In-Port Race cannot be completed on its scheduled day the RC shall use the in-port section of the leg start to determine that ports In-Port Race placing's. The Boat's placing when she passes through the final gate of that course will be used to calculate her In-Port Race points. When there is no in-port section then there will be no In-Port Race points awarded for that port.

20. PRIZES, TROPHIES AND PRIZEGIVINGS

- 20.1 Trophies:
 - (a) The Ocean Race trophy shall be awarded to the Boat with the highest total number of points scored after all Legs, second place is the next highest and so on.
 - (b) Trophies and or prizes shall be awarded for each Leg to the Boats placed first, second and third.
 - (c) The In-Port Race trophy shall be awarded to the Boat with the highest total number of points scored after all in-port races, second place is the next highest and so on.
 - (d)Trophies and or prizes shall be awarded for each In-Port Race to the Boats placed first, second and third in each Class.
- **20.2** For Pro-Am race days a prize or trophy may be awarded to the Boats placed first, second and third in each race.
- **20.3** All Boats awarded first place in an In-Port Race, Leg, is leading overall or that had the longest great circle distance achieved in 24 hours for that Leg, shall be presented with a flag. These flags shall be flown on the forestay of the Boat while the mast is stepped.

- **20.4** Perpetual prizes or trophies shall also be given for:
 - (a) The Boat having the shortest aggregated elapsed time measured, by crossing for the first time the Longitude of the Cape of Good Hope (18 28 20E) to crossing the longitude of Cape Horn (67 16 20W) shall be awarded the Roaring Forties Trophy.
 - (b) The Hans Horrevoets Rookie Trophy shall be awarded to the most outstanding Crew Member in the Race aged under 28 on 31st December 2026 and who has never participated in any Legs in any previous Races.
 - (c) The Boat with the shortest overall elapsed time. Boats that do not finish a leg will be awarded the elapsed time of the last finisher of that leg plus 24 hours.
 - (d) Other Trophies may be awarded.
- 20.5 Prizes may be given for:
 - (a) Communication by the Skippers and Crew Members, and overall media output for each Leg and overall.
 - (b) The Boat that at the end of the Race has the highest number of In-Port Race points the In-Port Race series prize.
 - (c) The Boat that at the finish of each Leg has the longest great circle distance sailed in 24 hours for that Leg.
 - (d) The Boat that at the end of the Race had the longest Great Circle distance sailed in 24 hours during the Race.
- **20.6** Other trophies may be awarded at the discretion of the OA.

21. PRIZEGIVINGS, DINNERS AND OFFICIAL FUNCTIONS

- **21.1** Unless otherwise notified prizegivings, awards events and dinners will be held as follows. Dates and times shall be in the Calendar.
 - (a) Each Leg: Arrivals ceremony prize giving, all Crew Members and OBR shall attend.
 - (b) Pro-Am race day: venue to be advised; immediately after the last Pro-Am race of each day and following the Boats docking after racing is completed for the day. The skipper and crew from the day are to attend the prize giving.
 - (c) In-Port race: immediately after returning ashore all Crew Members and OBR shall attend.
 - (d) Each Leg: Awards event.
 - (e) Final Race: Public prize giving.
 - (f) Final: Awards event.
- **21.2** All PIC (sea)s, Crew Members and OBRs shall attend all prizegivings, awards events, dinners, and other official functions unless prior written approval for not attending is given by the OA.
- **21.3** When specific team members are required for functions, they shall be contained in the Calendar.

22. TEAM SUPPORT BOATS

- **22.1** The Team shall supply a suitable support RIB on the scheduled sailing days in every stopover. Teams may elect to share support RIBs.
- **22.2** Team support boats shall be clearly identified with their team name(s) and branding. There shall be a staff or pole at least 2.4m high to prominently display the Ocean Race Brand.
- **22.3** The allocated flag (or equivalent) with the team's abbreviated name, which shall be displayed whenever the tender is away from its mooring.
- **22.4** Each Boat may only have a maximum of one support boat in the racing area while any Boat is racing.

23. INSURANCE

- **23.1** Teams shall each take out and maintain insurance at their respective cost in accordance with the CPA Legal Terms and Conditions:
 - a. Third party liability insurance (including public liability and other relevant third-party insurance for not less than five million Euros (€5,000,000), sufficient to cover any and all of their respective liabilities and risks which in connection with the Race.
 - b. Personal accident insurance (including death and capital benefits coverage) for each Team crew member for not less than Four Hundred and Fifty Thousand Euros (€450,000), medical, baggage, travel and other appropriate insurances as may be appropriate for their individual personal circumstances and responsibilities.

24. OA' S LIABILITY, RESPONSIBILITY

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

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

25. CODE OF CONDUCT AND SAFEGUARDING

- **25.1** Teams, Persons in Charge, Crew Members, and other Team Members shall comply with any reasonable request from any official, including attendance at official functions, co-operation with event sponsors and shall not behave to bring the event into disrepute.
- **25.2** Teams, Persons in Charge, Crew Members, and other Team Members (Collectively the "Participants"), are required to adhere to the OA's safeguarding policy, which aims to ensure the safety and well-being of all individuals involved in the competition. By entering this sailing competition, each Participant acknowledges and agrees to the following:
 - Compliance with Safeguarding Policy: All Participants must familiarize themselves with the OA's Safeguarding Policy, as made available on the Noticeboard or provided upon request. It is the responsibility of each Participant to comply with the provisions outlined in the Safeguarding Policy throughout the entire duration of the event.
 - b. Reporting Obligations: Participants are obligated to promptly report any incidents or concerns related to safeguarding, including but not limited to suspected abuse, harassment, or unsafe conditions, to the OA's designated Safeguarding Officer or appropriate authority as specified in the Safeguarding Policy.

- c. Cooperation with Investigations: Participants shall cooperate with any investigations or inquiries related to safeguarding matters, as conducted by the event's organizers or relevant authorities.
- d. Zero Tolerance: This event has a zero-tolerance policy towards any form of abuse, harassment, or discrimination. Any Participant found to have violated this policy may face sanctions, up to and including disqualification from the competition and reporting to relevant legal authorities.
- e. Confidentiality: All safeguarding reports and related investigations will be treated with the utmost confidentiality, in accordance with the event's Safeguarding Policy and applicable laws.
- **25.3** By entering this sailing competition, Participants affirm their commitment to creating a safe and inclusive environment for everyone involved. The event organizers reserve the right to take appropriate actions to address any safeguarding violations and to ensure the safety and well-being of all Participants.
- **25.4** A breach of this NOR 25, may be referred to the International Jury by the OA the penalty may include exclusion from further participation in the event.
- **25.5** Notwithstanding any provision to the contrary, the OA reserves the right to inform and cooperate with relevant national federations, sporting entities, and national or local authorities about any incident or matter arising during the competition that may warrant disciplinary or legal action. By participating in the event, Participants acknowledge that certain incidents, especially those potentially amounting to criminal conduct, may be subject to laws and regulations beyond the scope of this competition and the OA's Safeguarding Policy. Participants are advised that any serious breach or incident may result in matters being referred to external authorities for further investigation and action.

Please direct any inquiries or requests for the full Safeguarding Policy to the safeguarding officer via email to <u>Safeguardingofficer@theoceanrace.com</u>.

ABBREVIATIONS

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

DEFINITIONS

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

END.