



# SOLAR & ENERGY OFFSHORE RACE

**12-14 July 2018**

## **Notice of Race**

The Yacht Club de Monaco in collaboration with the Hydros Foundation extends a very warm welcome to all teams competing in the Solar & Energy Boat Challenge – Offshore Race.

For its 5<sup>th</sup> edition, the Solar & Energy Boat Challenge aims to raise awareness among tomorrow's engineers, industrialists, opinion leaders and the general public of what is at stake with regards to propulsion efficiency in the yachting industry.

The Offshore Class, has been develop to show the evolution of sustainable energy in the yachting industry. This race presents a big test for renewable energy end-users. The value of the example will be as significant as the need is concrete.

The Solar & Energy Boat Challenge – Offshore Race , referred to herein as “the Event”, will take place between Thursday 12<sup>th</sup> July and Saturday 14<sup>th</sup> July 2018.

### **1. Organisers**

The Solar & Energy Boat Challenge – Offshore Race is organised by:

Yacht Club de Monaco, Quai Louis II, 98000 Monaco.

Telephone: +377 93 10 64 04

Website: [www.ycm.org](http://www.ycm.org)

Event Manager & Logistics: [energychallenge@ycm.org](mailto:energychallenge@ycm.org)

Communication & Press Relations: [presse@ycm.org](mailto:presse@ycm.org)

Accommodation in Monaco or nearby: [hotels@ycm.org](mailto:hotels@ycm.org)



## 2. Team(s)

A Team entering a Boat in the Solar & Energy Boat Challenge – Offshore Race shall consist of 3 members.

All Team Members must be at least 18 years of age.

The following roles must be clearly assigned to Team Members. One Team Member may hold several roles:

- “Team Manager” in charge of the team and the main contact with the Organisation;
- “Communications Officer” responsible for liaising with the Solar & Energy Boat Challenge – Offshore Race communications department as the official spokesperson for the Team, with regards to the media;
- “Pilot(s)” responsible for operating the Boat when it is on the water;
- “Additional Team Members” nominated by the team and approved by the Organiser at its discretion;

(individually a “Team Member” and together the “Team”).

Once appointed, the above roles cannot be changed, except in the case of force majeure and with the Organiser’s consent.

## 3. Governing Rules, the Contract, Definitions and the applicable Law and Jurisdiction

The Solar & Energy Boat Challenge – Offshore Race will be governed by:

- all applicable local maritime authority rules and regulations;
- this Notice of Race (the “NoR”);
- the Technical Regulations applicable to the class;
- the Racing Instructions handed out in Monaco during the confirmation of registration;
- any amendments to the rules above issued in writing by the Organiser;
- only while racing, the UIM Circuit Rules 2018 with special regards to Group 300;

(together the “Rules”).

In the event of conflict, the Rules shall be applied in the order of precedence as they are listed above.

Each Team shall be responsible for reading, understanding, and complying with these Rules. In registering to take part, each Team accepts to comply with the Solar & Energy Boat Challenge – Offshore Race – Offshore Race Rules and with the Organiser’s decisions.

This NoR and the terms of the contract created by a Team entering the Solar & Energy Boat Challenge – Offshore Race shall be governed by the laws of Monaco. The Parties hereby expressly agree that any dispute which is not resolved in accordance with the Rules shall be referred to the exclusive jurisdiction of the courts of Monaco.

## 4. Eligible classes

Boats complying with the Offshore Class Technical Rules are allowed to participate in the Solar & Energy Boat Challenge – Offshore Race.

Teams are not permitted to use any boat or craft to provide on-water support to their Boat.



## 5. Registration

Each Team is required to:

- complete each stage of the entry procedure as set out in Annex A below (the “Entry Procedure”) to the satisfaction of the Organiser;
- pay a registration fee of EUR 500 (Five Hundred Euros) to the Organisers in their designated bank account by no later than one month before the first day of the race (details of the Organiser’s designated bank account are set out at the end of this clause),
- submit a copy of the Team’s and their Boat’s certificate(s) of insurance (in English or French) of the Obligatory Insurances in compliance with provisions of Clause 17 below to the Organiser at Registration; and

Compliance with the above requirements and the Entry Procedure will be determined by the Organiser in its sole discretion and each Team hereby expressly agrees that the decision of the Organiser in this regard is final and binding.

All communications, including communications regarding technical matters, are to be made solely with the Organisers (whose contact details are set out above).

The organiser reserves the right to refuse a Team’s application if the quality and the rigour of the application are considered insufficient.

A Team may withdraw from the Solar & Energy Boat Challenge – Offshore Race by prompt written notification to the Organiser.

A Team withdrawing from the Event after 8<sup>th</sup> June 2018, will have its Booking Fee refunded only if another boat registers to the event in its position.

## 6. Confirmation of Registration and Schedule of Events

Each Team is required to complete their registration with the Organiser in person with the Team’s Boat at Yacht Club de Monaco during the confirmation of registration as per the schedule below depending on their class.

It is the Organiser’s intention that the Solar & Energy Boat Challenge – Offshore Race will follow the schedule of events and racing as set out below.

Each Team must be represented at least by the Team Manager and the members who are to pilot that day during the Pilot’s Briefings. Non-attendance to the Pilot Briefings will result in the team being disqualified for the day races.

Teams will receive the final programme each morning during the Pilots Briefings.

Date	Time	Event
Thursday 12 July	8.00 pm - 9.00 pm	Welcome Cocktail at YCM
Friday 13 July	9.00 am - 3.00 pm	Technical Inspections
	3.00 pm	Parade Lap
	3.30 pm	YCM Speed Record
Saturday 14 July	9.00 am	Compulsory pilots briefing
	10.00 am	Start of Endurance race to Vintimiglia and back
	8.00 pm	Closing Dinner and Solar Party at YCM



## 7. The Racing Area and Paddock

The offshore race shall be started and finished in Monaco Bay. The aim is to link the harbour of Monaco and the harbour of Ventimiglia. Therefore, the race will be held in Monaco, French and Italian Waters.

Parking will be offered for one car per Team inside the Yacht Club de Monaco compound. The Yacht Club de Monaco will not be held responsible if your vehicle is parked illegally and fined or towed away. Additional cars will be provided with a voucher to park in public carparks surrounding the club up to a maximum cost of €10 per day.

## 8. Race Format and Race Courses.

The format of racing contained in this NoR and the race courses set out below may be amended by the Organiser at its sole discretion and Teams will be notified of any such amendments on the Organiser's bulletin board at the YCM (and on the Organiser's website if appropriate).

### *The YCM Speed Record*

Boats are invited to sail a clocked 1/8<sup>th</sup> of a mile stretch with a running start.

The winner will be the boat with the shortest sailing time over the stretch.

### *The Offshore Race*

Boats will race over a coastal course of about 20 nautical miles in length after a fleet start.

The winner will be the boat completing the course first.

## 9. Prizes

The following prizes will be awarded at YCM on Saturday 14<sup>th</sup> July 2018:

- The Overall 'Winner'; 'Runner-up'; and 'Third Place' for the Offshore Race.
- The 'Innovation Prize' for the most significant innovation awarded by the Organiser evaluating durability, inventiveness and originality;

The Organiser may introduce more prizes or awards if it so chooses in which case appropriate announcements will be made on the website and on the Official Notice Board at the YCM during the Solar & Energy Boat Challenge – Offshore Race.



## 10. Support to the Teams

In order to assist and support Teams with communications and the search for partners, the Organiser shall provide:

- Videos and photos of the Solar & Energy Boat Challenge – Offshore Race 2017
- A presentation pack for the Solar & Energy Boat Challenge – Offshore Race 2018
- Other elements which may help the Teams

The Organiser sets up a programme promoting the Teams, before, during and after the Event, including:

- All of the Teams will be presented on the *Teams* page on the website.
- Teams' preparation will be presented and kept up to date on the website and the social networks.
- Each project will be promoted with the media, professionals and the general public, in particular during the Event itself.

Teams are encouraged to provide the organiser with any useful content (videos, photos, articles, press reviews, etc.), about the Team, the main lines of work or information about the conditions of preparation. This content will then be shared and promoted by the Organiser at its sole discretion. Teams with good visibility find it easier to find partners.

## 11. Team Undertaking

Each Team hereby undertakes to:

- Become an Ambassador of the Yacht Club de Monaco & Hydros Foundation's message by promoting and spreading its message about energy efficiency and innovation.
- Publish on its website and other means of communication, a standard text that the Organiser will send which presents the Solar & Energy Boat Challenge – Offshore Race.
- Present its project at Tech Talks held during the Event after racing. Several Teams are invited to present their project to other participants, professionals and the public. Apart from describing the Team and the conditions surrounding the preparation, emphasis should be placed on the technological innovations, conceptual choices and the technical solutions adopted in order to attain the best possible level of energy efficiency. The Organiser will send a framework to the Teams.
- Leave all of the facilities used in the condition they were found and ensure that no trash is disposed in an incorrect fashion.

## 12. Rules of Conduct

The Organiser may at any time penalize or exclude a Participant if he/she considers that the Participant's conduct does not comply fully with the rules of the Event.

In particular:

- The race rules.
- The rules of conduct such as they apply to the Event: being under the influence of alcohol or illegal substances.
- The requirement that each member of the Team must wear shoes at all times.



The Organiser reserves the right to:

- Prohibit handling or manoeuvring the boat in the water and apply specific safety measures to avoid any danger being caused when boats are being handled in the water, and in particular, any danger regarding the boat's propellers.
- To apply financial and/or racing penalties to Participants who hinder the smooth running of the Solar & Energy Boat Challenge – Offshore Race by their lack of preparation, late presentation or the lack of compliance of the documents requested, or arriving late at the start of the Event, as well as being late for the start of a race.

### 13. Penalties and Protests

A Team may at the sole discretion of the Organiser be penalised and/or disqualified if that Team's Boat is operated or handled in an overly aggressive, un-seamanlike and/or unsafe manner and/or the Team is in breach of the Rules.

The Organiser's decision-making and interpretation of the Rules is final and binding on all Teams.

Protests are frowned upon by the Organiser, but in appropriate circumstances and at the sole discretion of the Organiser, the Organiser may convene a protest hearing. The decision will take into account both objective and subjective factors in determining the outcome of an alleged infringement of the Rules and will be final and binding on all Teams.

As a result of a collision or other damage or injury being sustained during the Solar & Energy Boat Challenge – Offshore Race, the Organiser shall not be required to convene a protest hearing.

The Organiser, the Organising Partners and their agents or representatives shall not be required to give evidence or disclose any documentation in connection with any civil hearing.

### 14. Insurance

It is a condition precedent to entry to and participation in the Monaco Solar & Energy Boat Challenge – Offshore Race that:

- Each Boat is insured with reputable insurers for Third Party Liability risks up to EUR 1 million or the equivalent in other currencies for the period when the Boat is in the Principality of Monaco;
- Each Team Member is insured for personal accident and medical expenses cover for at least EUR 100,000 per accident

(together the "Obligatory Insurances"); and

Each Team submit a copy of the certificate(s) of insurance (in English) of the Obligatory Insurances to the Organiser at Registration.

### 15. Media, Advertising and Logos

***Solar & Energy Boat Challenge – Offshore Race Registration Numbers:***

The Organiser will allocate each Team with a racing number for its Boat and will issue each Team with decals showing this number and which are to be attached in the area of the hull kept free as required by the Technical Rules. The Monaco Solar & Energy Boat Challenge – Offshore Race registration numbers may not be modified except by the Organiser.





***Sponsors:***

A Team may be sponsored provided that any such sponsorship does not, at the sole discretion of the Organiser, conflict with the moral standards and/or commercial or other interests of the Organiser, the Organising Partners or the Solar & Energy Boat Challenge – Offshore Race itself. Number of sponsors on Pilot's overall, helmet and team member's t-shirts is not limited.

Details of any proposed sponsorship (including sponsors' names and the types of products and/or services offered by sponsors) must be included on the Entry Form. A Team breaching this Clause may, at the sole discretion of the Organiser, be disqualified from the Solar & Energy Boat Challenge – Offshore Race.

A Team is not permitted to add sponsorship and/or advertising graphics to the Boat after Technical Inspection without the Organiser's prior written approval.

***Logos:***

A Team is not permitted to apply or use any logos, marks or distinguishing features belonging to the Organiser or the Organising Partners without the Organiser's prior written approval.

***Graphics:***

The Organiser reserves the right, on its sole approval, to disapprove any graphics on the Boat or otherwise which it considers inappropriate and/or offensive. Failure to remove any such graphics or comply with this provision may result in disqualification of that Team.

***Media:***

Each Team is required to provide comments to the media and attend media events for broadcast purposes, if requested to do so by the Organiser. Such events will be advertised on the Organiser's Official Notice Board at the YCM (and on the Organiser's website if appropriate).

## **16. Organisation, communication and promotion**

By entering the Solar & Energy Boat Challenge – Offshore Race the Team expressly acknowledges and agrees:

- a) and warrants that they have obtained permission from their sponsors and commercial partners (wherever appropriate) that the Organiser and the Organising Partners are hereby granted a perpetual, irrevocable, royalty free licence to reproduce, print, publish or disseminate worldwide and in any medium the names, logos, images, likenesses and voices of the Team and the Boat for any reason whatsoever and in particular in connection with the promotion, advertising, broadcasting and commercial exploitation of the Monaco Solar & Energy Boat Challenge – Offshore Race;
- b) In promoting the Solar & Energy Boat Challenge – Offshore Race, the Organiser reserves the right to use any images, sound, video and interviews of the Participants, their families and friends, on any media, during their preparation and when they are in the zone of the Event, in Switzerland, Europe and the rest of the world;
- c) that the Organiser may request to place a video or photo camera (GoPro or similar, provided by Organiser) on Team boat or Pilot's helmet;



- d) that any technological know-how, copyright, patents, design rights (whether registered or unregistered) and any other intellectual property rights, trade secrets and other valuable and/or commercially sensitive information (the “IPR”) may be disclosed to the public by the Organiser, the Organising Partners or their agents or representatives. In particular, the Organiser and the Organising Partners are under no duty or expectation of confidence in connection with the IPR;
- e) and warrants that its Boat has been developed solely by the Team and/or that the Team has obtained all necessary licenses and permissions to use the technology, know-how and intellectual property embedded or employed in the Boat;
- f) and undertakes to indemnify the Organiser and the Organising Partners to the fullest extent permitted by law, against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs on an indemnity basis and all other costs and expenses sustained or incurred by the Organiser or the Organising Partners arising out of or in connection with a breach of this Clause.

## 17. Safety

It is the responsibility of the Team to decide whether to compete in the Event. Motor boat racing can be unpredictable and therefore involves an element of risk.

By entering the Solar & Energy Boat Challenge – Offshore Race each Team expressly acknowledges and agrees that:

- Each Team Member is aware of the risks involved in powerboat racing;
- It accepts responsibility for all its Team Members due to exposure to such risks;
- Each Team Member clearly understands that the provision by the Organiser of race management; safety boats and/or race officials does not relieve the Team of its responsibilities under the Rules;
- The safety of the Team, the Boat and other Teams and Boats is the primary consideration during the Solar & Energy Boat Challenge – Offshore Race;
- It is responsible for the safety of the Boat, all Team Members and all Team property whether afloat or ashore;
- It accepts responsibility for any injury, damage or loss caused by its or its Team Members’ acts or omissions;
- the Boat will be in sound working order, seaworthy and fit to participate in the Solar & Energy Boat Challenge – Offshore Race;
- It will ensure that each Team Member will wear a life jacket at all times whilst on the water;
- It will ensure that no Team Member will be attached to the Boat by harness or other restraint at any time while the Boat is afloat;
- It will ensure at all times while the Boat is on the water, the Pilot and/or Alternate Pilot will be in radio contact with the organisers by VHF. That communication system will be checked by the Organiser during the Technical Inspection; and
- All its Team Members will be courteous to all other Boats, Teams and Team Members participating in the Solar & Energy Boat Challenge – Offshore Race, the Organiser, the Organising Partners and their assistants and representatives as well as all other water users.





## 18. Disclaimer of Liability and General Conditions

- a) It is an express condition of entry to the Event that: i) the Disclaimer of Liability Form is accurately and fully completed and signed by each Team Member at the confirmation of registration in Monaco; and ii) each Team accepts that it is entirely responsible for its own and its Team Members' safety, whether afloat or ashore, and nothing, whether in the Rules or elsewhere, reduces the Team's responsibility.
- b) It is for each Pilot to decide whether the Boat is seaworthy and/or fit to compete in any conditions that may be encountered during the Solar & Energy Boat Challenge – Offshore Race. By going to sea and participating in a race, parade or exhibition, the Pilot hereby expressly undertakes and confirms that the Boat is seaworthy and fit in all respects and that the Team is competent to compete in any conditions that may be encountered during the Solar & Energy Boat Challenge – Offshore Race.
- c) The Organiser hereby excludes all liability for property damage, death and personal injury sustained at sea or on land in connection with, prior to, during and/or after the Solar & Energy Boat Challenge – Offshore Race, to the fullest extent permitted by law. Nothing done by the Organiser, the Organising Partners and any of their subsidiaries, associated companies, consultants, agents, representatives, race committee, race officer, trustee, support boat, sponsor, supporter and other company and organisation officially involved with the Solar & Energy Boat Challenge – Offshore Race will reduce the responsibility of the Team nor will it make the Organiser responsible for any loss, damage or personal injury, however the same may have occurred, as a result of the Team's participation in the Event.
- d) Each Team and/or Team Member hereby undertakes to indemnify the Organiser and/or the Organising Partners jointly and severally and to the fullest extent permitted by law for any damage, loss, liability, costs and fees incurred (whether directly or indirectly) by the Organiser and/or the Organising Partners in connection with the Team's acts or omissions in connection with the Solar & Energy Boat Challenge – Offshore Race.
- e) All accidents, whether on or off the water, must be notified in writing to the Organiser immediately. Failure to do so may result in either a points penalty and/or a disqualification from particular race(s) or the entire Solar & Energy Boat Challenge – Offshore Race.
- f) If any provision in this NoR is deemed invalid, void or inapplicable the remainder of this NoR shall nevertheless remain in full force and effect.
- g) These Rules form the entire agreement between the Organiser and the Teams entering and participating in the Solar & Energy Boat Challenge – Offshore Race and the Organiser hereby expressly reserves the right to revise the Rules at any time and will take all reasonable steps to notify participants of such revisions in the form of email notifications to each Team and bulletins being posted on the Organiser's notice board at the YCM during the Solar & Energy Boat Challenge – Offshore Race.
- h) Cancellation of the races and/or the Solar & Energy Boat Challenge – Offshore Race:
- In the event that the Organiser abandons or cancels any race of the Solar & Energy Boat Challenge – Offshore Race due to adverse weather or any other reason, no liability shall attach to the Organiser;
  - The Organiser reserves the right to cancel the Solar & Energy Boat Challenge – Offshore Race entirely, in such circumstances: i) the contract between the Organisers and the Teams will be terminated forthwith by email notice from the Organiser to each Teams using the Team's contact email address set out on the duly completed Entry Form; and ii) or iii) each Team and Team Member hereby expressly agrees that any claim of any nature whatsoever against the Organiser is expressly excluded and undertakes to indemnify the Organiser in respect of any claim brought by anyone associated with them and/or any costs incurred by the Organiser in relation to any such claim

**ANNEX A: Entry Procedure**

Stage 1: pre-registration	Complete online the pre-registration form at <a href="http://www.ycm.org">www.ycm.org</a> When completing the form, the following documents are to be uploaded: <ul style="list-style-type: none"><li>• A description of the project including:</li><li>• A description of the Team and its structure</li><li>• The Team's tools, resources and partners</li><li>• The developmental plan and methodology of the project</li><li>• A photo of the Team</li><li>• An ID photo of each of the team members who will be physically present at the Event.</li></ul>	Deadline: 8 June 2018
Stage 4: Fee	Teams are required to pay a registration fee of 500 EUR to confirm participation. The Fee must be paid electronically to the following bank account: Bank Name: CFM Albert 1er Bank address: 11, boulevard Albert 1er MC98000 Monaco Beneficiary: Yacht Club Monaco IBAN: MC 78 1273 9000 7001 2417 2000 L37 Swift: CFMOMCMXXXX Payment Reference: <b><i>Booking Fee SEBC 2018 + (TEAM NAME)</i></b> <ul style="list-style-type: none"><li>• Please forward the confirmation statement to <a href="mailto:energychallenge@ycm.org">energychallenge@ycm.org</a></li></ul>	Deadline: 8 June 2018
Stage 5: Technical Inspection	On arrival at the Solar & Energy Boat Challenge – Offshore Race, each Team's Boat will be inspected by the Organiser to ensure compliance with the Rules and the Technical Regulations. The Technical Inspection will commence in the order of arrival of each Team's Boat at the Organiser's Boat paddock at the YCM (or as determined by the Organiser at its sole discretion).	Date of Technical inspection