



## **LOUIS VUITTON TROPHY Nice Côte d'Azur**

31 October – 22 November, 2009  
Nice, France

### **NOTICE OF RACE (“NOR”) Amended 20 October, 2009**

#### **1 ORGANIZING AUTHORITY**

The Organizing Authority (OA) will be the Club Nautique de Nice (CNN). The Organizers and Hosts for the Event (“Event”) will be Louis Vuitton, World Sailing Teams Association (WSTA), K-Challenge, and the “Ville de Nice”.

#### **2 VENUE**

The venue will be located in the “Port de Nice” and racing shall be conducted in the “Baie des Anges” on courses designated by the OA.

#### **3 EVENT GRADING**

The Event is an ISAF Special Event and is a Grade 1 event with no qualifying points required.

#### **4 PROVISIONAL PROGRAMME** (subject to further changes by the OA without amendment of this NOR)

- 4.1 (a) Race office opens on Saturday, 31st October, 2009.
- (b) Briefing for Sailing Team and Shore Team representatives of every competitor with the Event Tech Team on Sunday, 1 November at 1400.
- (c) There will be morning and afternoon individual boat orientation and practice sessions on Monday, 2<sup>nd</sup> November – Thursday, 5<sup>th</sup> November from 0730 to 1600. Sessions and times will be allocated by the OA.
- (d) First competitors' briefing on Friday, 6<sup>th</sup> November at 0930.
- (e) First meeting with umpires will follow the first briefing.
- (f) Opening Ceremony including Skippers Press Conference and Draw on Friday, 6<sup>th</sup> November at 1830.
- (g) Daily briefings will be held at 0730 on each race day.
- (h) Racing days from Saturday, 7<sup>th</sup> November to Sunday, 22<sup>nd</sup> November.
- (i) Time of the first signal each day will be 0900.

- (j) Daily press conference 1 hour after the last race of each day.
- (k) Prize giving on Sunday, 22<sup>nd</sup> November 2009 at the conclusion of racing.

4.2 Unless excused by the OA, attendance for designated team members at the following is mandatory:

- (a) First briefings - 4.1(b & d) above.
- (b) Daily briefing – 4.1(g)
- (c) Opening ceremony – 4.1(f).
- (d) Daily press conferences – 4.1(j).
- (e) Prize giving on Sunday, 22<sup>nd</sup> November, 2009 – 4.1(k).

## **5 ELIGIBILITY**

The Event is a WSTA event and open only to teams/shareholders of WSTA and teams invited by WSTA to participate, provided that all entry conditions are satisfied. The Event shall be limited to 10 teams. WSTA reserves the right, at its sole discretion, to invite any non-shareholder team(s) of its choice to participate in the Event.

The entry of each invitee shall be accepted by the OA provided that WSTA have confirmed to OA receipt of the amounts specified in section 6.3 of the NOR.

## **6 ENTRIES**

6.1 Entry Forms are available from the OA.

6.2 Entries shall be completed and funds received prior to 5:00pm 9th October, 2009

6.3 In order for an entry to be considered valid, it shall be accompanied by the following:

- a) The purchase price of € 15,000.00 for one A2 Spinnaker by no later than 25th September, 2009. All spinnakers shall be identical and display the appropriate team identification and sponsor's logos. The spinnakers will become the property of the participant following the event. A competitor using an Event-Provided A2 from previous racing is relieved of this requirement.
- b) Payment of a Performance Bond shall be a guarantee of participation in this 2009 Nice Event. The Performance Bond is forfeit should said Party not fulfill their commitment. The Performance Bond will be released when the Party has participated in the required number of events. The Performance Bond may be paid either in cash or by way of a bank guarantee at first demand issued and irrevocably confirmed by a primary bank.

The Performance Bond is due as follows:

- i) For shareholders, the amount of €130,000.00 by no later than 9<sup>th</sup> October 2009 (This Bond applies to the 2009-2010 WSTA Series); or
- ii) For non-shareholders invited to participate in the event, the amount of €30,000.00 by no later than 9<sup>th</sup> October, 2009 (This Bond applies to the Nice Event only).
- c) A damage deposit of €50,000.00 that is refundable one week after the end of the event provided that the OA's inspection of the boat after each race evidences that no damage has been caused to the boats by the concerned

team and provided that all event related bills have been paid upon departure from the venue of the relevant team. This damage deposit is due by no later than 9th October, 2009.

d) All funds shall be wired to WSTA as directed on the Entry Form.

6.4 Receipt of funds and a completed entry form will be acknowledged by return e-mail.

6.5 If an entry is not accepted due to over subscription, the damage deposit will be returned in full as soon as possible (without interest). The purchase price of the A2 spinnaker will also be returned.

6.6 If an entry is withdrawn after 15th October, 2009, only the damage deposit of €50,000.00 mentioned in NOR 6.3 (c) will be reimbursed. The withdrawing entrant will receive their A2 spinnaker; as described in the Notice of Race 6.3(a) after the event.

6.7 The deadline to provide team signage is 2<sup>nd</sup> October. A penalty of up to €5,000.00 will be applied for late delivery of team signage.

## **7 RULES**

7.1 (a) The event shall be governed by the *rules* as defined in the Racing Rules of Sailing 2009-2012(RRS), and including Appendix C.

(b) Boats shall be as provided by the OA and may not be altered by the competitors.

(c) Any prescriptions of the national authority that will apply and/or any modification to this NOR will be posted on the official notice board located at the Sailing Office.

7.2 Permission shall be sought from ISAF to make some changes to the RRS. Any alterations to the RRS will be provided at a later date and included as part of the Sailing Instructions. Any such permission from ISAF will be posted on the Official Notice Board.

7.3 An International Jury (IJ) appointed in accordance with RRS appendix N will be drawn from the existing pool of Umpires officiating the event. Whenever practicable, hearings will be held ashore (after racing), unless a hearing needs to be completed before another stage can commence.

## **8 BOATS AND SAILS**

The boats to be used are not owned by the WSTA or Louis Vuitton. Every effort shall be made to equalize the boats as much as possible. Boat assignments will be drawn at random in the hopes of further equalizing the competition. The Race Committee will designate which sails are to be used prior to each match. On board communications systems (i.e.: Phonak etc.) will be permitted. National Flags (supplied by the OA) shall be flown from a staff on the stern while racing. The draw and equalization of the boats by the OA shall not be grounds for redress, this alters RRS 62.1.

## **9 CREW**

The number of crew (including the skipper) shall be 17. It is intended that an umpire/observer will be aboard while racing. An "18<sup>th</sup> man" and/or TV camera-man may also be aboard while racing.

## **10 EVENT FORMAT**

- 10.1 Racing is scheduled on 7<sup>th</sup> through 22<sup>nd</sup> November, 2009.
- 10.2 Stage 1 - Round Robin(s);  
Depending on the number of entries, 3 or 4 races will be sailed each day until the conclusion of the Round Robin. Due to the constraints of water in the harbour and the time available, teams can expect that the courses will be short, i.e. no more than one hour in duration. Depending on the number of entries, the OA may divide the entries into two groups for the Round Robin stage.
- 10.3 Stage 2 - Knockout Series;  
This stage (a ranking knock-out series) of the event will be scheduled to allow participants to keep sailing as long as possible. The number of points to win each shall be detailed in the SI's.
- 10.4 Stage 3 - Knockout Semi finals & Final;  
A Semi finals and Final will be sailed, the number of points to win each shall be detailed in the SI's

## **11 ADVERTISING**

- 11.1 Branding displayed on the boats provided by the OA shall not be altered.
- 11.2 The A2 Spinnakers purchased under NOR 6.3(a) will carry the event sponsor's name or logo. In the middle of the sail will be an area for the team name, country and sponsor logo measuring no more than 11m wide x 12m high.
- 11.3 Mainsails will display a panel on both sides carrying the team name, country and no more than three sponsors' logos. Each panel will be no more than 15sqm and will be attached in a manner to be determined by the OA.
- 11.4 Use of any logo or trademark of a sponsor by a participant in the framework of the Event as authorized under paragraph 11.2 and 11.3 shall not relieve the participant of its obligation or liability in respect of the use of that logo or trademark. By entering the Event, a participant:
  - (a) warrants that the use of its sponsor logos or trademarks during the Event will not infringe the intellectual property rights of any third persons; and
  - (b) undertakes to indemnify and hold harmless the OA, LV and WSTA (i) from and against any claim or action brought by any third person claiming infringement of its intellectual property rights by reason of use of any of those sponsor logos or trademarks during the Event; and (ii) from and against all damages, claims, demands, losses, costs and expenses that the OA, LV and/or WSTA may suffer as a result of such infringement or alleged infringement.
- 11.5 Teams shall supply the artwork for the branding of mainsails and spinnakers no later than 2nd October, 2009. Artwork and correspondence related to branding is to be sent to Bruno Trouble at: [bruno@coyoteandco.eu](mailto:bruno@coyoteandco.eu) .

## **12 PRIZES**

The winner shall be awarded a trophy provided by Louis Vuitton and the City of Nice.

## **13 MEDIA, IMAGES AND SOUND**

13.1 The OA may require television personnel and equipment (or dummies) to be carried on board a boat while racing and will require competitors to be available for media interviews.

13.2 By entering the Event, a participant agrees that:

- (a) when the participant is competing in the Event, the OA, LV and WSTA shall each have the right and permission to use, in such manner as they think fit: (i) the image and name of the participant and/or all or any of its crew members; (ii) all recorded sounds emanating from the boat and/or any occupant of the boat; and (iii) the logos or trademarks of any sponsors appearing on a sail, which are taken or created during the Event, in any media whatsoever (including but not limited to television, written press, Internet or radio) for any purpose determined by OA, LV or WSTA; and
- (b) the participant, for itself, and on behalf of each of its crew members and sponsors waives any rights to compensation for the use of their images, names, sounds, logos or trademarks.

## **14 DISCLAIMERS OF LIABILITY**

14.1 By participating in the Event, each participant and each of its crew members is deemed to have agreed that:

- (a) he or she takes part entirely at their own risk (see also Fundamental rule 4: decision to Race of Part 1 of the RRS); and
- (b) the OA, LV, WSTA, K-Challenge, and the owners of the boats sailed in the Event shall not have any liability for property damage or personal injury or death suffered by any person participating in the Event, which is sustained in conjunction with, prior to, during, or after the Event.

14.2 By participating in the Event, each participant for itself, and on behalf of each of its crew members and their respective relatives, beneficiaries and insurers:

- (a) waives any claim or action against the OA, LV, WSTA and their respective affiliated or related entities, officers, employees, representatives, contractors, agents and insurers; and
- (b) agrees to hold all such persons harmless from any action or claim made for any property damage, however caused, to (i) the participant; (ii) any member of its crew; or (iii) any other persons, which arises from the participation of the participant and its crew in the Event except to the extent (if any) that the indemnified person is indemnified by its insurance.

14.3 If, because of the occurrence of a Force Majeure event or other circumstances beyond the control of the OA, LV and WSTA, including but not limited to requirements of regulatory authorities or officials, or for safety or other reasons, the OA deems it necessary to make any changes to the organisation or running of the Event, or to cancel any race or the Event, the OA may, in its sole discretion, do so, and the OA, LV and WSTA shall not be liable to compensate any participant or any crew member.

## **15 COMPLIANCE**

15.1 By participating in the Event, each participant and each crew member is deemed to acknowledge and undertake to be bound by:

- (a) the terms of the invitation to participate in the Event;
- (b) the RRS for the Event;
- (c) this NOR; and
- (d) the Sailing Instructions.

15.2 Each participant is responsible for ensuring that each of its crew members is fully aware that they are bound by the terms of this NOR including, without limitation, clauses 13 and 14.

15.3 The laws of France shall govern all aspects of the holding of, and participation by each participant and its crew members, in the Event.

END