



# MARKETING & COMMUNICATION

## ANNEX

### VENDEE ARCTIQUE 2022

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## Preamble

The Vendée Globe, an around-the-world solo yacht race, has a special place in the world of trans-Atlantic sailing competitions and sailing in general.

The 2020-2021 edition reinforced its status as an iconic sporting event and, on the back of this 9<sup>th</sup> edition, SAEM Vendée intends to develop the Vendée Globe to raise its profile between editions while reinforcing its international dimension.

SAEM Vendée is therefore organising the Vendée Arctique - Les Sables d'Olonne, a solo yacht race exclusively for IMOCA boats. This race is the first qualifying race for skippers hoping to be at the starting line of the next Vendée Globe in 2024.

The boats will set off from Les Sables d'Olonne on Sunday 12 June at 5pm, on a demanding route stretching 3,500 nautical miles around the far north. Sailing conditions are likely to be harsh, similar to those encountered in the Vendée Globe. This will allow new skippers entering in the IMOCA class to get a better handle of their vessel and enter the Arctic Circle, solo and for the first time.

A village will be open at Les Sables d'Olonne from 4 to 26 June and the IMOCA will be in attendance at the pontoon at Port Olona from 04 4 to 12 June and then from their arrival to 26 June. This race will give the ever-increasing numbers of spectators and followers the opportunity to come and see the boats before departure, to witness their arrival at the Vendée Globe pontoons, and also to follow each competitor's individual journey.

SAEM Vendée, a semi-public company, owns the Vendée Arctique brand and, as the organiser of the yacht race of the same name, is the owner of the exploitation rights of this competition under articles L.333-1 et seq. of the Sports Code. The President of SAEM Vendée is the department of Vendée, represented by the current President of that department.

To safeguard the sustainability of the race, SAEM Vendée, as the Organising Authority, has set up a programme of partnerships to maintain optimal levels of organisation and ensure the longevity of the competition.

To accompany this programme, SAEM Vendée has drawn up communication & marketing regulations (Annex to the Notice of Race) to provide participants, partners of the Vendée Arctique and its organisation with a clear, comprehensible and coherent framework.

More specifically, the purpose of these regulations is to offer a maximum of marketing opportunities to participants while ensuring preservation of the iconographic assets of the Race, protecting the rights of the Organising Authority and partners of the Vendée Arctique by clarifying:

- The rights and obligations of applicants and registered participants in the Vendée Arctique;
- Use of the image of participants by the Vendée Arctique and its partners;
- Use of Vendée Arctique images and property by participants.

**Any official application to take part in the Vendée Arctique implies acceptance of and adherence to all the rules by the participant as set out in this Annex.**

## I – Definitions

### A – The “Vendée Arctique period”

For the purposes of this Annex, “Vendée Globe period” means the period between the closure of official applications to take part in the Vendée Arctique on 14 May and the end of the event 20 days after the Prize-Giving Ceremony, which will take place on Sunday 26 June.

### B – Vendée Arctique partners

For the purposes of this Annex, “**Vendée Arctique Partners**” are understood to be natural persons and legal entities that have entered into a partnership, sponsorship or patronage agreement with the Organiser of the Vendée Arctique.

### C – The Participant

A Participant will be comprised of several entities:

- **A Skipper**
- **A deputy Skipper where appropriate,**
- **Team manager** – the contact person for:
  - The Organising Authority for all matters relating to race organisation.
  - Race Management for all sailing, sporting and/or safety issues, replacing the Skipper where necessary.
  - Judges for sporting and regulatory issues.
- **Sponsors:** all financial, logistics and/or technical partners of the Skipper/boat.
- **Shore team:** all persons working on shore for the Skipper and his/her boat, before, during and after the race. It is represented by the Team Manager.
- **Communication contact:** Contact point for communication requests for the Organising Authority
- **Multimedia contact:** Permanent contact person for the Organising Authority on audiovisual issues. During the race, s/he will be responsible and available on call for validating on receipt videos and photographs sent by the Skipper prior to distribution and broadcast. S/he may be assisted by one or more deputies.
- **Crisis communication contact:** Contact for the Organising Authority in the event of a crisis
- **Press contact:** Contact point for press requests for the Organising Authority and **media contacting the Organising Authority**
- **Digital contact:** Contact point for requests relating to the Skipper’s digital platforms (website, social media, etc.)

This definition of Participant is directly related to the definition of Participant on page 3 of the Notice of Race. In the event of any contradiction between these definitions, the definition in the Notice of Race and/or its additional clauses shall prevail.

### D – Other definitions

For the purposes of this Annex, the following definitions and abbreviations apply as laid down in the Notice of Race and/or its additional clauses.

## E - Official language

The official language of the race is French. The Organising Authority will make an English version of this document available to Participants. In the event of any contradiction in the translation, the French text shall prevail.

## II – Context and issues

### A – Founding principles and values of the Race

The Vendée Arctique follows the fundamentals of the Vendée Globe, offering an equally simple concept: a skipper, a boat, departure from Les Sables d’Olonne and return there after rounding Iceland.

The Vendée Arctique is both an international sporting event and a human adventure. The skipper is in competition with the other participants but must also confront his or her own limitations.

The Vendée Arctique attracts high-level sportspeople who are some of the biggest names in trans-Atlantic sailing but remains open to adventurers taking up the challenge of a lifetime.

Inextricably linked to the department of Vendée, the Vendée Arctique is and will remain a public good.

While retaining the stuff of dreams and imagination, it must also give everyone the means to follow, share, understand and analyse the course of the event and the performance of the sailors as they wish, regardless of age, knowledge of sailing, familiarity with new technologies or geographical origin.

Access to the Vendée Arctique village is and will remain free of charge.

There is no media exclusivity to enable the greatest number to follow the event.

Volunteers are and will remain at the heart of its organisation.

Raising awareness among younger generations about the necessity of protecting the oceans and respecting the environment and transmitting values such as personal achievement, fulfilment and solidarity are key to the principles of the Vendée Arctique.

**The Organising Authority is responsible for upholding the spirit of the race, its values and its history.**

### B – Collaboration between the Organising Authority and the Participants

The Vendée Arctique is indistinguishable from the skippers who write its history race after race and who have been part of its success and its promotion from the very start.

The race is by nature closely linked to the commitment and support of the Organising Authority’s partners, and to those of the sponsors, whether large groups or SMEs, who support the skippers and their teams in their attempts to circumnavigate the world.

The Vendée Arctique owes its success to fruitful collaboration between its various stakeholders, i.e. the Organising Authority, its partners, the skippers and their sponsors and their respective investment in pursuit of a common goal: raising the profile of the race among as many people as possible.

**The Organising Authority is responsible for safeguarding the history and exclusivity of the story and history of the Vendée Arctique, while Participants tell their own individual stories of the race.**

The purpose of this document is to offer maximum opportunity to all stakeholders while ensuring a framework so that the rights and duties of all are clearly established and shared by all with due respect for the Race values.

**The Organising Authority and the Participant have agreed to grant each other rights of association and to transfer each other certain usage rights under the terms of this Annex, to publicise the race and the Participant's participation in the race.**

## C – Principles of collaboration in relation to images of the Vendée Arctique and its iconographic assets

Visual and audiovisual content (photographs, videos, sound recordings, etc.) taken during the Race (i.e. images taken before during and after in relation to the Vendée Arctique) comes under one of the following categories:

- **Participant Images:** This category includes images taken by the Participant before the race (**pre-race images**) or during the race (**race images**) transmitted to the Organising Authority, approved by the Organising Authority and the Participant according to the process described later in this Annex. These images also include race images taken by the Participant but not transmitted to the Organising Authority during the race (**post-race images**). All these pre-race, race and post-race images remain the property of the Participant, who nonetheless grants the Organising Authority a licence to use them.
- **Private Participant Images:** This category includes images taken by the Participant and relating to the private circle of the skipper as an individual. These images remain the property of the Participant. They must nevertheless remain within a purely private framework (family and friends) and must not be used in the media or for commercial purposes.
- **Organising Authority Images:** This category includes all images taken by the Organising Authority before the race and at departure and arrivals. These images remain the property of the Organising Authority, which nonetheless grants each Participant a licence to use them.

## III – General obligations of the Organiser

### A – General

For the 2022 edition of the Vendée Arctique, the Organising Authority is pursuing its strategy of maximum exposure of images (photos, videos, graphic creations, drawings, etc.) taken during the Vendée Globe in France and abroad. In order to do so, it continues to work on the basis of mainly **non-exclusive** distribution in order to:

- Provide the general public with the most extensive media coverage of the race and its skippers;
- Enable all participants and the Organising Authority to avail of audiovisual coverage in keeping with their respective commitments.

With this in mind, the participant will take part in the promotion and development of the race and will forward all items (texts, photos, visuals, audio recordings, videos, etc.) necessary to develop communication media for the race (media guide, website, mobile applications, social networks, films, etc.). These items must be forwarded within the timeframes laid down by the Organising Authority and must be usable free of copyright. They must be free to use for the Organising Authority as provided for herein.



This document enables the participant to avail of the means implemented by the Organising Authority, which benefits in turn from the participant's undertaking in terms of equipment, telecommunications and the sharing of information in particular. The parties have a common interest in access to maximum media exposure.

As such, the Organising Authority will notify the communication contact of each Participant of any significant media agreement concluded by it in relation to the race.

## B – Communication providers

The Organising Authority has appointed the following in accordance with public procurement regulations:

- An **audiovisual service provider** to carry out technical services involving the production, distribution and optimisation of audiovisual broadcasts in France and abroad;
- A **photographic service provider** to carry out technical services involving the capture, production, distribution and optimisation of photographs for dissemination in France and abroad;
- A **Digital Asset Management (DAM)** service provider to set up a multimedia server for storing all content (photos, videos, sound, press content, graphic identity, etc.) produced by the Organising Authority and submitted by participants, for transferring to accredited media and for use by the Organising Authority and the participants;
- A **Press Relations and Influencer** service provider to manage relations with influencers and the media and to maximise the impact of the event;
- An **Editorial and Digital** service provider to manage and plan editorial policy, write content and take care of the event's digital media.
- A **Mapping and Classification** service provider to create maps of the race and rank competitors using spatial data from on-board positioning markers throughout the race.

These service providers will perform their respective tasks as part of non-exclusive and impartial media coverage with the aim of promoting the race, the participants, the institutional and private partners, and the sponsors.

### 1) Audiovisual Service Provider

The audiovisual service provider appointed by the Organising Authority will set up broadcast and/or co-production agreements with national and international media to optimise audiovisual broadcasts of the race (before, during and after).

It will in particular produce various items, programmes and shows for audiovisual media up until the prize-giving ceremony.

#### Pre-race and Start village:

- Capture and production of images and sound. Distribution of items, shows, live feeds with Skippers, etc;

#### Start:

- Capture, production and TV & digital distribution;

#### Race:

- Capture, production and reception of images and sound sent by Skippers;
- Distribution of items, shows, live feeds with Skippers, etc;

#### Finishes:

- Capture, production and distribution via TV & digital of the first boat across the finish line (live);
- Capture, production and digital distribution of the following boats across the finish line (live);
- Capture, production and distribution of news items to the media of each Skipper's finish;

#### Post-race:

- Production of official film of the Vendée Arctique for digital & TV distribution.
- Capture, production and digital distribution of the prize-giving ceremony (live).

## 2) Photography Service Provider

In order to publicise the Vendée Arctique, the Organising Authority must have access to photographs of the event for its institutional, private and media partners and suppliers. The Organising Authority will appoint a specialised photography agency to take these photographs.

The photography service provider appointed by the Organising Authority will be in charge of taking photographs of the event, the villages, the start and the finishes.

The photo service provider will also be in charge of taking receipt of files supplied by participants, both before and throughout the race.

The photography service provider appointed by the Organising Authority will contact the Skippers to schedule meeting times to take "official" images.

Skippers undertake to make themselves available for photo sessions with the **Organising Authority's** official photographers to take images required to publicise the race.

## 3) Multimedia service provider (digital asset management)

The secure multimedia server for transferring and distributing media (photos, videos, sound, press content, graphic identity of, archives, etc.) implemented by the Organising Authority is an optimised version of the one implemented in the Vendée Globe in 2020. Each Participant uploads their audiovisual content via FTP to make it available to the Organising Authority and submit it for approval as provided for in this Annex.

Personalised access rights to this multimedia server will be provided to Participants via their Multimedia Contacts.

This means that Participants will have access to the multimedia server to transfer audiovisual content taken by them in accordance with the requirements laid down in this Annex and may also use the images produced by the Organising Authority in line with the same requirements.

## 4) Press relations and Influencer service provider

The Press and Influencer Relations service provider appointed by the Organising Authority will be in charge of relations with the media and influencers to maximise the impact and media coverage of the event.

S/he will also make contact with the Participant's Press Contact to maximise the impact and media coverage of the event.

### 5) Editorial and Digital service provider

The Editorial & Digital service provider appointed by the Organising Authority will produce content for the Organising Authority's communication media.

#### List of media (non-exhaustive):

- Official website for the event;
- Official newsletter;
- Official Facebook page for the event;
- Official LinkedIn page for the event;
- Official French Twitter account for the event;
- Official English Twitter account for the event;
- Official Instagram account for the event;
- Official YouTube channel for the event;

The editorial and digital means used by the Organising Authority will be detailed in good time and in any event before the race starts.

### 6) Mapping and Classification service provider

The Mapping and Classification service provider will be in charge of creating maps of the race and of ranking competitors using spatial data from on-board positioning markers throughout the race.

During the race, the position of the boats will be updated on the website at **7:00, 11:00, 15:00 et 19:00** (French time)

During the departure and arrival phases, but also when crossing into the Arctic Circle, positioning will be updated at the following rate:

- One position every 30 seconds:
  - On the start day, after exiting the channel until the offset mark.
  - During arrivals in a radius of 5 NM
- One position every 5 minutes within a radius of 50 NM from departure, after crossing into the Arctic Circle and arrival.

These positions will be visible on the official race site.

For the Vendée Arctique, the Organising Authority will **draw up rankings** at the following times (French time):

**07:00 / 11:00 / 15:00 / 19:00.**

The schedules for broadcasting rankings are subject to change and will be approved in good time and in any event before the race starts.

## C – Official virtual game

For an event of this scale, followed by millions of spectators, the Organising Authority and Virtual Regatta have made available a virtual game whereby anyone can “take part” in the race.

Participants and partners are informed that an exclusivity agreement has been entered into with the company Virtual Regatta for the production, organisation and exploitation of any and all virtual yacht racing games, including gaming activations of the Vendée Arctique race and both participants and partners undertake to abide by this agreement.

The virtual game will be available in both French and English on the website [www.virtualregatta.com](http://www.virtualregatta.com).

The Organising Authority strongly encourages each participant to take part in official races to enhance the appeal of the game to the general public.

Virtual Regatta will offer personalised game activation packages to all Participants and other stakeholders in good time.

## D – Crisis communication

The Organising Authority undertakes to set up a crisis communication process with a direct link to race management, its communication service providers and the Participants.

The Organising Authority will share this process with all Participants and other stakeholders in good time and in any case before the race starts.

## IV – General obligations of Participants

### A – Communication with the Organising Authority

#### 1) Skipper area on the website: [www.registrations.saemvendee.org](http://www.registrations.saemvendee.org)

The Organising Authority has invested in the development of a new platform to streamline management of applications and registrations for the Vendée Globe while enhancing protection of participants’ data. To optimise management, the platform will be the same for the Vendée Arctique and the New York Vendée races, saving participants time inputting data.

This area is accessible via the website [www.vendeeglobe.org](http://www.vendeeglobe.org) via a personal private area. This is where Participants declare their official registration. Each Participant must fill in all information requested in their personal area. All Participant contacts must be listed in this personal area. Any change in the Participant’s contact details must be immediately entered directly in this area.

**The Organising Authority will only take account of contacts entered in this area for communicating with Participants.**

#### 2) Communication contacts

Once Participants are officially registered, they must list a communication contact in their personal area and provide his or her contact details. This contact can be changed throughout the Vendée Arctique period, but any change must be made in the Participant’s personal area in order to be taken into account.

Depending on the size of their teams, Participants can list different contacts for each communication position or the same contact for several positions. Participants can list one or more substitute(s) for each position so that they can structure their “teams” as they see fit. Note that non-registered contacts will not receive communications from the Organising Authority.

The points of contact to mention are those of the Participant (see section I.C The Participant).

### 3) Notifying the Organising Authority of marketing and communication operations

The Organising Authority must be notified prior to any specific internal or external marketing or communication operations (promotional, advertising, documentary, artistic, commercial, media, etc.).

## B – Skipper involvement in Race public relations

The Skipper undertakes to take part in all the Organising Authority's official events and public relations operations and to comply with the schedule and with the obligations set out in the Annex “Obligations” to the Notice of Race provided on pain of penalties.

Unless otherwise specified by the Organising Authority, the travel, catering and accommodation costs for these events will be borne by the Participant.

## C – Communication equipment on board

### 1) Equipment on board the IMOCA

Participants must have the following on board the boat registered for the race and in working order

#### For transmitting data via satellite:

- An Iridium Certus antenna enabling video images and sound to be sent in “file” mode and in live mode using the boat’s maximum satellite transmission capacities;
- The Organising Authority strongly recommends that all Participants use an Inmarsat Fleet 250 (or Fleet 500) to send video images and sounds in file mode as a means of transmitting backup data.

#### For capturing images on board:

- One latest generation waterproof smartphone: the main source for taking shots and sound;
- A spare waterproof mobile HD camera (1080p) that can be set up outdoors (i.e. outside the cockpit or roof): a backup waterproof smartphone or action camera can be used;
- A fixed HD CCTV-type exterior camera (1080p) that supports the RTSP protocol and that can be used as a spare camera for live feed and as a video source for the race start and finish;
- The Organising Authority recommends using cameras that comply with IP 67 and IK09 constraints. Water-tightness and shock resistance can be ensured by Participants’ research teams. This device can use a native IP camera or cameras connected to an RTSP-compatible compression device;

- At least one watertight mobile digital camera or a device that has a digital photo function (a watertight smartphone can be used for this);
- The Organising Authority recommends that all Participants pay particular attention to their audio equipment and that they contact the Organising Authority for recommendations;
- The Organising Authority requires Participants to have a backup cable for Bluetooth recording equipment if this mode is used for capture.

#### For on-board networks:

- A wifi hotspot providing internet access via on-board satellite links. The above-mentioned smartphone can connect to this. Wifi coverage must include the cabin, the area under the casquette and part of the deck;
- The organisation recommends using equipment to deploy wifi antenna to ensure better coverage for the cabin, the casquette and the deck.

#### For media exchanges with the organisation:

- Ektacom or equivalent solution (reliability must be demonstrated);
- Participants should contact Ektacom's commercial and technical department for help setting up the Ektacom Nomade Sails VG2024 solution on their boat. It is not necessary for an Ektacom technician to be present on board the boat (downloadable software / hotline available).

#### Your contact at Ektacom:

[Erwann RENAN](mailto:support.nomade@ektacom.com) - support.nomade@ektacom.com - Tel: +33 (0)6 13 57 04 36

If an equivalent solution is chosen instead of Ektacom, this must include mobile applications providing the following services:

- Live duplex via satellite with the Organising Authority and the main TV studios using several cameras on the fly;
- Audio sessions via satellite with the Organising Authority;
- Audio/video recording with editing on the fly (multi-camera recording);
- Compression and transmission via satellite of multimedia data in the exploitation format required by the Organising Authority;

Each Participant must also have a Skype type solution as a backup.

The equipment listed in this article is subject to change before the race starts. The Organising Authority will integrate these changes via amendment where appropriate.

## 2) Testing the filming channel

Once officially registered, Participants may contact the Organising Authority's audiovisual service provider to test the final channel for filming, editing and transmitting on-board video images, as well as the live video system including quality sound links.

**Participants must perform these tests no later than 48 hours before the start of the race.**

This final channel for filming, editing and transmitting on-board video images and video-conferencing system must be validated by the Organising Authority before the start of the race.

Contact Nefsea Production: Fred Olivier / 06 22 54 18 35 / [fred.olivier@seaevents.tv](mailto:fred.olivier@seaevents.tv)

## D – Organising Authority brandings / IMOCA rules

### 1) General

Pursuant to Regulation 20 of the World Sailing Advertising Code as implemented by the advertising code of FF Voile, boats are required to display advertising chosen and provided by the Organising Authority.

In addition to the IMOCA class rules, each boat must display the brandings specified in this Annex, including when image banks are being compiled.

Promotional branding on IMOCA must comply with French legislation prohibiting the advertising of certain products or services (tobacco and tobacco products, alcoholic beverages, weapons, medication, legal assistance) and other statutory prohibitions. The participant is responsible for ensuring that this legislation is adhered to.

**All branding described below, excluding the communication mainsail, will be produced and paid for by the Organising Authority. One copy will be provided per boat.**

Participants are responsible for affixing brandings in compliance with the master drawings in Appendix 1 and 2 and for ensuring they remain legible until the boat arrives in the port of Les Sables d'Olonne at the end of the race.

In any event, all visual elements must comply with the master drawings in Appendix 1 and 2 and all IMOCA boat brandings must be submitted to the Organising Authority for approval.

**The various branding elements, visuals, size and location may change subject to an amendment to this document.**

Any Participant who does not comply with the branding obligations will incur the relevant penalties (see Article IX of the Schedule of financial and/or sports penalties).

### 2) OBLIGATORY branding

The Participant's IMOCA must display the following Race brandings **AT ALL TIMES** (image bank, villages, pontoon, channel, race, post-race, etc.):

- One **Official Partner insignia on the Mainsail** (3 metres in diameter / 7.06 m<sup>2</sup>):
  - The **Official Partner insignia** must be 3 metres in diameter, i.e. 7.06 m<sup>2</sup>;
  - The **Official Partner insignia** must be in place when the various image banks are compiled;
  - **The Official Partner Insignia must be in place when the boat arrives at Les Sables d'Olonne, for the duration of the event villages, throughout the race and until the end of the event;**
  - The branding must be present to port and starboard, above the first reef and one-third up the mast starting from the deck.

- An area of 0.5m on each side of the branding must remain neutral and must not contain any other branding.
- One **Official Partner flag** (2 m x 1.5m) in the **port** rigging and one **Official Partner flag** (2m x 1.5m) in the **starboard** rigging:
  - For boats with conventional rigging, the flags must be fitted to the backstays;
  - For boats with outriggers, the flags must be fitted to the running backstays;
  - The flags must be present when the various image banks are compiled;
  - The flags must be present when the boat arrives at Les Sables d'Olonne and for the duration of the event villages;
  - These flags may be removed by the skipper 30 miles beyond the start line on the start day;
  - The flags must be reinstated by the skipper 30 miles from the finishing line (if the skipper is unable to reinstate these flags safely, s/he must apply to the Organising Authority for a derogation. If the Organising Authority approves such a derogation, the skipper and/or his or her team must reinstate the flags promptly after crossing the finishing line).
- **A line of 5 flags of the Organising Authority's partners on the forestay** (2m x 2.5m per flag):
  - This line of flags is not necessary for compiling image banks;
  - This line of flags may be obtained from the race management office, at Ecole des Formations Maritimes, from 1 June and must be displayed on the boat from 3 June at 14h00 and for the duration of the event villages.
  - This line of flags may only be removed by the skipper or a team member on the start day once the boat has fully exited the channel of Les Sables d'Olonne, i.e. beyond the virtual line between its two jetties;
  - This line of flags must be reinstated by the skipper and/or a team member once the boat crosses the finishing line and before entering the channel of Les Sables d'Olonne.

## E – Media relations

The Participant undertakes not to enter into any exclusivity agreement, commercial or otherwise, with any publisher, producer, broadcaster or media whatsoever and whatever the media used, from the inauguration of the Start Village to the skipper's finish or retirement from the race. The exclusivity agreement is defined herein as an agreement by a Participant to reserve images for a publisher, producer or broadcaster.

Nevertheless, the Participant may enter into an **agreement in relation to the initial broadcasting rights**, in which case s/he can ask the Organising Authority to reserve the provision of the relevant images and sound for initial broadcast to a specific broadcaster. After the first broadcast by that broadcaster, the images and sound concerned will be made available to all broadcasters.

**Participants may under no circumstances enter into agreements in relation to initial broadcasting rights without the express agreement of the Organising Authority, issued within a reasonable period of time after presentation of the project.**



In this situation, the participant must ensure that the partnership agreement entered into complies with this rule defined by the Organising Authority and must keep the Organising Authority informed.

The Participant may not enter into agreements with media outlets/production companies implying that s/he is being followed in various areas of the event (organisation areas, village, pontoon, crew area, etc.) without notifying the Organising Authority's official press office and obtaining its express approval before the village opens.

Participants will incur financial penalties if the above obligations are not adhered to (see Article IX of the Schedule of financial and/or sports penalties).

## F – Pre-race image bank

### 1) Pre-race photos and videos

#### *a) Organising Authority requirements in terms of pre-race images*

To help publicise Participants in race communications, the Organising Authority requires Participants to provide a set of pre-race images comprising:

#### **1. Five (5) photographs including at least the following:**

- A half-length (face and upper body) front view portrait of the Skipper wearing his/her official team apparel;
- Action photo taken on board (Skipper carrying out manoeuvres, Skipper at the bar, Skipper at the chart table, Skipper at the coffee grinder, Skipper in his/her seat, etc.);
- Photo of the boat under various points of sail (upwind, downwind, reaching, etc.) taken from the air by drone and/or helicopter;

#### **2. Five (5) minutes of video images broken down as follows:**

- One (1) minute of “behind the scenes” images (skipper's physical preparation, yard work, launch, measurement testing, team at work, etc.);
- Two (2) minutes of on-board images in various weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind);
- Two (2) minutes of aerial images in various weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind).

#### *b) Terms for taking and transmitting pre-race images*

Participants undertake to transmit the images referred to in the preceding article (IV, F, 1, a) in accordance with the following terms.

Participants undertake to **produce most pre-race images with the official brandings of the race** (IV, D).

Given the short timeframes involved, the Organising Authority will accept pre-race images without official brandings but any pre-race image forwarded (photograph, visual, video) with visible brandings of other events **will be rejected** by the Organising Authority.

Videos taken as pre-race images must be forwarded to the Organising Authority in line with the following technical criteria:

- Pre-edited images in the form of end-to-end international version (IV) images and sounds = raw images, i.e. no music, no off-camera voice, no in-frame voice, inlay, slow motion or effect on images, etc.
- Mp4 UHD or .mov files in 25 images per second;
- Codec: H264 (330mbs), H265 (330mbs), ProRes (880mbs);
- Image size: 3840 x 2160 (UHD);
- Audio AAC/mp3 – 48kHz;

Photographs taken as pre-race images must be forwarded to the Organising Authority in line with the following technical criteria:

- 2500 pixels minimum;
- Compression higher than 60% or 7 depending on the software used;
- Minimum file size: 800 KB;
- Files in landscape format.

**Please note that the technical criteria applicable to pre-race images are subject to change before the event and that the Participant must abide by any such changes.**

**The remaining pre-race images must be forwarded to the Organising Authority exclusively in digital form, i.e. FTP account, file links (WeTransfer, Smash, etc.) 72 hours before the start of the race.**

### *c) Compilation of an image bank by the Organising Authority during runs*

The Organising Authority will organise a compulsory image bank session, involving a helicopter in particular, between the first and second run.

The race brandings (mainsail insignia and flags of the Organising Authority's partners to port and starboard) **MUST** be present on the IMOCA.

When compiling images for the image bank, guests must leave the skipper visible alone outside on the boat.

## G – Communication about the Participant

### 1) General rules

Participants may use the **personal image** and **name of their skipper** in specific sponsorship agreements and can therefore promote their sponsors before, during and after the Vendée Arctique, subject to the following terms and conditions:

- They must **comply with the laws and regulations in force** (e.g. the Evin Act banning alcohol advertising);
- They must not use **any property of the Vendée Arctique (race logo, etc.)** or may **ONLY** use **property available for use by Participants** and their Sponsors in accordance with the rules laid down in this Annex (competitor logo, #vendéearctique, etc.)

Sponsors that have entered into a particular agreement with a Participant are free to use his or her image and to set up advertising campaigns, provided that they do not use the distinctive signs or any other property of the Organising Authority of the Vendée Arctique except for the distinctive signs listed in the Charter appended hereto (Participants and/or sponsors wishing to use these images must apply in writing to the Organising Authority).

Participants may freely participate in promoting their sponsors provided they abide by the same terms and conditions.

For the purposes of their own communications, commercial or otherwise, and those of their sponsors, commercial or otherwise, Participants undertake to respect the Organising Authority's property rights and monopolies of use.

They shall ensure that their sponsors, partners, sub-contractors, employees and agents accept and abide by the terms of all regulations set out in this Annex.

They **undertake not to take part in any ambush marketing**, defined here as involving any action enabling a brand to reap economic benefits from the Race (in terms of visibility, customers, reputation, etc.) unduly (i.e. without being a direct partner).

## 2) Visibility of Villages

Participants may reserve areas defined and authorised by the Organising Authority in the event villages.

As regards the Participant's visibility in such areas, it is stipulated that in order to safeguard the interests of the Organising Authority's partners, Participants may not:

- **showcase products that compete with the Organising Authority's partners unless expressly agreed by the Organising Authority.**
- **market products that compete with those of the Organising Authority's unless expressly agreed by the Organising Authority.**

## 4) Skipper withdrawal, non-selection, disqualification or retirement

When registration end, only registered participants may continue to use any and all of the distinctive signs of or property of the Vendée Arctique.

Participants undertake not to communicate to television and other video broadcasters images of their boat with the Vendée Arctique colours throughout the race, if the boat, previously an applicant or registered, ultimately does not start the race, is forced to retire from the race or is disqualified.

Participants undertake not to use the distinctive signs and/or property of the Vendée Arctique if the boat, previously an applicant or registered, ultimately does not start the race, is forced to retire from the race or is disqualified. In this scenario, they must withdraw or have withdrawn from sale any and all products using the distinctive signs and/or property of the Vendée Arctique.

Participants that are forced to retire from the race or are disqualified must obtain the express approval of the Organising Authority to continue communicating images of their boat in the colours of the Vendée Arctique to television channels and other video broadcasters and to continue to use the authorised distinctive signs and property of the Vendée Arctique.

For participants that are forced to retire from the race or are disqualified, the Organising Authority will have priority in announcing their retirement from the race to the public and/or media via any communication channel.

If, before the race, a partnership agreement has been agreed between a competitor and a daily newspaper, a magazine or a news website in relation to broadcasting a regular contribution on a daily, weekly or monthly basis, participants

must ensure that the partnership agreement entered into complies with this provision, failing which they may incur a financial penalty as listed in Article IX of the Schedule of financial and/or sports penalties.

## V – RUNS day

The Organising Authority will organise time trial runs in the Bay of Les Sables d’Olonne on **Saturday 4 June 2022**, between **17:00 and 21:30**.

The course, determined by Race Management, will be crosswind in the Bay of Les Sables d’Olonne (course axis and distance depending on weather conditions) and will include two runs for each boat.

Their times will be measured between start and finish and will be broadcast in real time on the website [www.vendearctique.fr](http://www.vendearctique.fr) and on the giant screen in the Vendée Arctique village.

### Image Bank

The Organising Authority will organise a compulsory image bank session with helicopter between the first and second run (see Article F-1-c).

## VI – Start day

### A – General

The Start of the Vendée Arctique is one of the highlights of this event, intermingling intense emotion and connection with the public.

The Organising Authority uses communication resources to ensure that the quality and reliability of the Vendée Arctique lives up to its reputation.

The Organising Authority will make two live-streamed broadcasts on the Start Day:

- Live streaming of channel exit at about 13:30
- Live streaming of departure at sea at about 16:30.

The Organising Authority implements a strategy based on the distribution of non-exclusive multiplatform rights for broadcasting the Vendée Arctique, including the Starting Signal.

This is supplemented by the production of video content adapted for digital media to reach the widest public possible in France and internationally, through all audiovisual actors.

Lastly, the Organising Authority will work actively with Participants to mobilise their followers on its communication media.

## B - Protocol for the day

The protocol for the Start Day will be provided to Participants by the Organising Authority **at the Reception Briefing on 3 June from 11:30**. Participants undertake to abide by this protocol in relation to Start Day.

## C- Participants' digital communication

Participants, via their media person/crew members/PR person, will be authorised to set up direct feeds to digital platforms following the protocol drawn up by the Organising Authority after consultation with various stakeholders.

This protocol will be forwarded to participants by the Organising Authority in good time (see Article V – B).

## D – On board the IMOCA

### 1) Embarkation of media & PR people

Each Participant can have the following on board his or her IMOCA:

- A **maximum of 2 (two) journalists** (journalist, cameraman, sound engineer, HF technician, etc.) responsible for producing recorded (not live) video images (where a documentary is being shot by a media entity or any recording for subsequent broadcast, the personnel concerned will be counted in the number of 2 media and/or the team's media person).
- A **media person** (in addition to the 2 journalists) responsible for producing recorded (not live) video images who must be disembarked by the Participant's own means at the same time as the technical team.

All related costs will be borne by the Participant or the media concerned.

The participant must provide the Organising Authority's press office with the first names, surnames and press contacts of all persons embarking on the IMOCA **48 hours before the Start**. If this instruction is not adhered to, the Organising Authority reserves the right to deny authorisation to embark to the persons concerned on the start day.

### 2) Positioning of skipper and of persons on board

No persons on board the Participant's boat must be visible outside the boat from the time it leaves the pontoon until it exits the channel of Les Sables d'Olonne and its two jetties.

Participants in this situation must ensure that any potential media partnership contract complies with this Annex and must notify the Organising Authority, failing which they may incur a financial penalty (see Article IX of the Schedule of financial and/or sports penalties).

### 3) Activation of Ektacom links

The Organising Authority may use the Ektacom Live signal on board the IMOCA to offer immersive shots for the live start.

The Organising Authority therefore asks Participants to activate their Ektacom link as soon as LIVE streaming starts so that Organising Authority can use these shots during the Live Start.

The related telecommunication costs are payable by the Participants.

The Organising Authority is free to choose which images to broadcast and may not be held liable if it chooses not to broadcast the images provided by each Participant.

#### 4) Disembarking media

Each Participant is responsible for disembarking the media on board their boat by their own means no later than 20 minutes before the start of the race in accordance with the instructions given by race management.

## VII – During the Race

### A – Race image bank

#### 1) Organising Authority requirements in terms of race images

To help publicise Participants in race communications, the Organising Authority requires Participants to provide a set of race images comprising:

- two (2) photographs every two (2) days of the race;
- two (2) minutes of video images (sequence shots or pre-edited video images) in file mode every two (2) days of the race.

#### 2) Terms for producing, transmitting and selecting race images

##### *A) Terms for producing race images*

Participants undertake to send the Organising Authority a variety of images of their adventure (photographs and videos) that must include:

- Interviews filmed indoors and outdoors with a mobile and/or fixed camera;
- Images from different positions showing the boat under sail;
- Images showing the skipper carrying out manoeuvres;
- Images showing the skipper's daily life aboard;
- Images showcasing biodiversity if the opportunity arises;
- Images telling the skipper's race story;
- Images of the skipper meeting other competitors if the opportunity arises;
- Images depicting his or her state of mind during this adventure;
- Images showcasing the beauty of the scenery encountered;
- Images highlighting the extreme difficulty of the race;
- Images showcasing the ocean;
- Images of on-board repairs;
- Images of the skipper climbing the mast if the opportunity arises;
- Images showcasing the weather conditions encountered;
- Etc.

The Participant undertakes to **showcase the official brandings of the race as much as possible** (see above in this Annex).

All race images must be forwarded to the Organising Authority **exclusively** via the dedicated multimedia server.

Compliance with the Participant's obligations as stipulated in this article is subject to the application of financial penalties set out in Article IX of the Schedule of financial and/or sports penalties.

### *b) Terms for transmitting race images*

All race images must follow a transmission and approval process defined by the Organising Authority and Participants agree to abide by this throughout the race.

The intention is to make all race images available to all media on the Organising Authority's dedicated multimedia server.

Participants undertake to transfer all visual and audiovisual content recorded by them during the race to the Organising Authority first, with the exception of images relating to their private circle. This private content must remain within a purely private framework (family and friends) and must not be used in the media or for commercial purposes.

Delivery of all visual and audiovisual content sent by the Participant during the race will be on the Organising Authority's dedicated multimedia server.

It will be analysed by the Organising Authority, which will compile an approval short-list for inclusion in its race image bank.

Short-listed visual and audiovisual content (photographs, sound, videos, etc.) will be sent to the Participant's Multimedia Contact or his/her deputy(ies) for approval, via email and/or SMS. Approval must be given or withheld **within 60 (sixty) minutes** after receipt of the email and/or SMS alert.

This deadline of 60 (sixty) minutes is imperative. If this deadline has passed and failing any response from the Participant's multimedia contact or his/her deputy, the Organising Authority is entitled, except in a crisis situation, to consider the short-list approved and the relevant audiovisual content will be included in the race image bank.

Participants experiencing technical or other problems preventing them from meeting this obligation shall inform the Organising Authority via their communication contact without delay.

In a crisis situation (where the skipper and/or his/her boat is in danger), the Participant's communication contact will notify the Organising Authority to ask for extra time.

**Please note that for the Vendée Arctique 2022 edition there will be a blackout between 23:00 and 7:00 (French time).**

Images not short-listed by the Organising Authority and/or not definitively approved by the Participant will be deemed private images or unusable images that cannot be broadcast by anyone.

**Participants may not under any circumstances broadcast content before full completion of the transmission and approval process and before the content is broadcast on the Organising Authority's dedicated multimedia server.**

On-board videos and photos configured by you should be sent via FTP from the boat. IP address, user name and password will be provided by NEFSEA Productions (Fred Olivier). [Audiovisual files sent by](#)

skippers will be received between 07:00 and 23:00 (French time). A blackout will be observed between 23:00 and 07:00.

Compliance with the Participant's obligations is subject to the application of financial penalties set out in Article IX of the Schedule of financial and/or sports penalties).

## B – Live videos

The skipper undertakes to do live videos with the Organising Authority at least **twice (2 times)** throughout the race. Live sessions will take place each race day at:

- General public live streaming at 19:00 in French (French time).
- General public live streaming at 19:30 in English (French time).

Each race day, private video live feeds for the media will be organised at 10:00 (French time).

The PR team will contact skippers themselves and their communication contact via race management to confirm the skippers' names for the live session.

Live video is understood to entail using a synchronous communication system with the capacity to transfer visual and audio information (images and sound) in real time and interactively from one site to one or more remote sites.

These live videos will be made using Ektacom or an equivalent solution (see Section III) G) 1).

It is understood that in the event of a technical problem with the first videoconference, another videoconference will have to be organised within the same week.

Every day during the race.

The list of skippers asked to participate in these live sessions will be emailed that same morning before 11:00 (French time) to skippers themselves and to their communication contacts via race management to confirm the live video session with skippers.

All skippers can organise live videos:

- with the media, subject to notifying the Organising Authority no later than the day before the live video;
- with their communities on their own social networks subject to notifying the Organising Authority no later than the day before the live video so that the Organising Authority can make a cross-post where appropriate;
- with their sponsors on their own social networks, with no requirement to notify the Organising Authority;
- with their families and friends, with no requirement to notify the Organising Authority.

## C – Video & audio sessions, texts and voice messages

During the race, daily sessions will be organised as follows:

- 12:00: Session in French with 2 or 3 skippers
- 12:30: Session in English with 1 or 2 skippers
- 16:00: Sessions in French with 2 or 3 skippers



The sessions will be video-recorded using the Ektacom system (or equivalent solution) or audio-recorded via WhatsApp using the following number (06.73.11.20.32).

The list of skippers asked to participate in these live videos will be emailed the evening before prior to 21:00 (French time) to skippers themselves and to their communication contacts via race management to confirm the sessions with skippers.

The Organising Authority also strongly encourages Skippers to share their race story in **voice and text messages** and to send them via WhatsApp to a telephone number (provided at a later date) so their story can be updated on dedicated Vendée Arctique media. The questions will be sent by the communications department before 21:00 (French time).

**The times provided are approximate and are subject to change by amendment.**

## VIII – Day of Arrival

### A – General

When the skippers arrive at Les Sables-d’Olonne at the end of their Vendée Arctique, they will have spent two weeks alone at sea. The arrival of each skipper is a moment that is just as intense – and as complicated to manage – as the Start.

The Organising Authority has therefore drawn up Arrival protocols to ensure this is an incredible moment for the skippers, their relatives and teams while enabling their followers, the media and the general public to communicate with them.

The key thing for the Organising Authority is to listen to skippers and their teams. To prepare for this moment, a coordination meeting will be set up between the Organising Authority and all participants **after the departure briefing on Friday 3 June at about 12:30.**

#### 1) Winner's arrival

The arrival of the winner of the Vendée Arctique is one of the highlights of the event.

The Organising Authority uses communication resources to bring the experience of this arrival to the public.

The Organising Authority will live-stream the winner's arrival on its platforms.

The Organising Authority implements a strategy based on the distribution of non-exclusive multiplatform rights for video broadcasting of the Vendée Arctique, including the Starting Signal.

This is supplemented by the production of video content adapted for digital media to reach the widest public possible in France and internationally, through all audiovisual actors.

Lastly, the Organising Authority will work actively with Participants to mobilise their followers on its communication media.

#### 2) Arrival of other skippers

Regardless of ranking, a skipper’s arrival in the Vendée Arctique is always a highlight of the event.

The Organising Authority uses communication resources and will work actively with the Participant to organise the live digital feed of the skipper's images to mobilise its followers and those of the Participant on social media.

## B– Protocol for the day

The protocol for Arrival Day will be forwarded to participants in good time by the Organising Authority, **after the departure briefing on Friday 3 June at about 12:30.**

Participants undertake to abide by this protocol in relation to the Arrival Day.

## C- Participants' digital communication

Participants, via their media person/crew members/PR person, will be authorised to set up direct feeds to digital platforms following the protocol drawn up by the Organising Authority after consultation with various stakeholders.

This protocol will be forwarded to participants by the Organising Authority in good time (see Article VI – B).

## D – On board the IMOCA

### 1) Embarking the Organising Authority's communication teams

Each Participant undertakes to embark on its **IMOCA a maximum of 4 of the Organising Authority's service providers** (cameraman, journalist, photographer, Community Manager,) **for an exclusive** after they have crossed the finishing line or wherever the skipper puts into port if s/he retires from the race, unless the Organising Authority expressly agrees otherwise.

### 2) Activation of Ektacom links

The Organising Authority may use the Ektacom Live signal on board the IMOCA to offer immersive shots of live arrival.

If the Organising Authority plans a live arrival (for the winner at a minimum), Participants are required to activate their Ektacom link (or equivalent) or before passing the finishing line so the Organising Authority can use these shots during the live arrival.

The related telecommunication costs are payable by the Participants.

### 3) Promotion of attributes related to the finish of the Vendée Arctique

Skippers undertake to take on board attributes and signs indicating they have finished the race (e.g. champagne, bouquet of flowers, etc.).

These attributes and signs will be handed over by the Organising Authority when the boat arrives at the pontoon. Under no circumstances may Skippers exhibit an attribute or sign not provided or approved by the Organising Authority.

## E – Post-race transmission of unsent race and post-race images

At the end of the race, once they have arrived in Les Sables d’Olonne, Skippers must provide the Organising Authority, in native format, with all files of visual and audiovisual content recorded during the race, whether already sent or not. This transmission will be done on a hard disk provided **no later than 48 hours** after arrival.

If a skipper retires from the race and finishes in another port, s/he undertakes to send the Organising Authority a hard disk containing, in native format, all files of visual and audiovisual content recorded during the race within **seven (7) calendar days after arrival in the other port after retiring**.

Nevertheless, subject to the Organising Authority’s express approval, the Participant may enter into an **agreement reserving the initial broadcasting rights** to specific images and sound to a specific broadcaster.

This request must include details of the planned agreement. After the first broadcast by that broadcaster, the images and sound concerned will be made available to all broadcasters. (See IV E).

## IX – Exploitation rights and images of the Vendée Arctique

### A – Exploitation rights of SAEM Vendée

#### 1) Rights of the Organising Authority

Under articles L.333-1 et seq. of the French Sports Code, the Organising Authority owns the exploitation right to the sports event that it organises.

By virtue of the investments that it makes in holding its competition and through its reputation, the Organising Authority remains the producer of films, videos, photos and other audiovisual products within the meaning of articles L.132-23 et L.215-1 of the French Intellectual Property Code.

As organiser of the competition, producer of the audiovisual work and producer of the video recordings, the Organising Authority holds the intellectual property rights to the images, in the widest meaning of the term, of the competition and of its ancillary events. Consequently, holders of photographic coverage and audio-visual coverage agreements, including their personnel and sub-contractors, Partners of Vendée Arctique, including their personnel and sub-contractors, are involved as technical operators, and cannot therefore claim any right of ownership with regard to, inter alia, the images, texts, sounds, etc. to which they have not participated as authors, co-authors, producers or co-producers.

For the purposes of this Annex, the word “images” shall mean any visual, audiovisual, sound and photographic content produced in relation to the event.

#### **The Operating Authority’s exploitation rights include but are not limited to the following:**

- The phrase “Vendée Arctique”, on its own or followed by a year;
- Logos and figurative and semi-figurative marks and brand names related to Vendée Arctique along with all graphical elements comprising these or that are part of the graphic charter for the event;
- All graphical creations and representations related to the event, such as mascots, pictograms, etc;
- All terms and names related to the event, such as “Vendée Arctique 2022”, “Vendée – Arctique – Les Sables d’Olonne”, “VALS2022”, etc.;
- All films, musical works, artistic designs and works created by and/or for SAEM Vendée;

- All still or moving images created by and/or for SAEM Vendée;
- All other symbols, designs, works, terms or expressions that are translations of the property listed above.

#### Example of Vendée Arctique property:

- Vendée Arctique
- Vendée Arctique - Les Sables d'Olonne
- Vendée Arctique 2022
- #vendeearctique
- #VALS
- #VALS2022
- Etc.

## 2) Marks of the Organising Authority

The Vendée Globe brand forms an integral part of the Property of Vendée Globe.

#### SAEM Vendée is the holder of the following marks:

- **Semi-figurative** mark “VENDEE GLOBE – LES SABLES D’OLONNE” filed on 15 June 2004 in classes 3, 8, 9, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38, 41, registered on 19 October 2005 under number 003887353
- **Semi-figurative EU mark** “VENDEE GLOBE – LES SABLES D’OLONNE” filed on 28 September 2015 and registered on 20 February 2017 in classes 29, 30, 32, 33 under number 014604888
- **EU word mark** “Vendée Globe” filed on 29 April 2002 and registered on 6 May 2004 under number 002 678 209 in classes 3, 8, 9, 11, 14, 16, 18, 21, 25, 28, 34 and 38 on 29 April 2002
- **United Kingdom word mark** “Vendée Globe” registered in the UK under number 009 678 209 in classes 3, 8, 9, 11, 14, 16, 18, 21, 25, 28, 34 and 38 on 6 May 2004
- **Semi-figurative mark (thumbnail)** “Vendée Globe” registered in the United Kingdom under number 009 887 353 in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 34, 38 and 41 on 19 October 2005
- **Semi-figurative mark (thumbnail)** “Vendée Globe” registered in the United Kingdom under number 009 146 04888 in classes 29, 30, 32 and 33 on 20 February 2017

#### SAEM Vendée also holds the following marks:

- **Word mark** “Vendée-Arctique-Les Sables d’Olonne” filed on 2 September 2021 in the **European Union** under number 018549155 in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41
- **Word mark** “Vendée-Arctique-Les Sables d’Olonne” filed on 5 October 2021 in the **United Kingdom** under number 3706917 in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41
- **Word mark** “New York Vendée” filed on 5 October 2021 in the **European Union** under number 018571728 in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41
- **Word mark** “New York Vendée - Les Sables d’Olonne” filed on 5 October 2021 in the **United Kingdom** under number 3706930 in classes 3, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41

#### The department of Vendée, shareholder of SAEM Vendée, also holds the following mark:

- **Word mark** “Vendée Globe Junior” filed in France on 14 February 2020 under number 4624032 in classes 16, 28, 35, 38 and 41.

## B – Vendée Arctique images

### 1) Skipper’s individual image rights

All visual and audiovisual content sent by the Participant before and after the race will be deemed as approved by the skipper, a natural person.

The skipper, a natural person, authorises the Organising Authority to register, broadcast and exploit his/her image, name and voice, as well as the image of all entities comprising the participant, for the purposes of capturing audiovisual sequences and compiling image banks of the event.

The skipper, a natural person, therefore consents to being filmed and interviewed and to furnish the Organising Authority with accurate and true information as regards elements that are of a private and professional nature and that may be disclosed, with his or her consent, to the public, to the extent necessary to publicise the race.

The skipper, a natural person, therefore undertakes to obtain all authorisations required to capture images, as agreed with the Organising Authority, for each person and entity comprising the participant as well as any beneficiaries (including where brands, objects, apparel, etc. are reproduced).

The skipper, a natural person, authorises the Organising Authority to use and to exploit his/her image, name and voice by reproduction on any media and/or representation thereof, as part of the publicising of competition images (in the widest meaning of the term), including for the following purposes and always with regard to the race and the Organising Authority:

- Exploiting the Organising Authority’s images by television broadcast, representation and reproduction (including downloading);
- Producing and broadcasting trailers, films about the race, magazines, etc;
- Promoting the Organising Authority’s activities and the race, in any media, including television, press, internet, etc;
- Organising Authority communication in any media (including television, press, internet, posters, etc.) and any non-media operation;
- The Organising Authority’s promotion of the race (official film, official documentaries, TV and WebTV documentaries, trailers, clips, including exploitation by DVD and VOD).

This authorisation also covers the image of persons, property and, if applicable, brands of entities comprising the participant.

This authorisation is granted to the Organising Authority worldwide and for the full protection period for audiovisual works.

The skipper, a natural person, is informed that during such use, information of a private and personal nature, such as his/her last and/or first names, marital status, professional situation, may be communicated to the public. In addition to the image of the competitor, a natural person, the Organising Authority undertakes to only disclose such personal information about the skipper as is strictly necessary to ensure the public is properly informed.

This authorisation for exploitation is granted by the skipper, a natural person, in association with his/her application and/or registration and in consideration of the notoriety acquired by his/her participation in the race. The skipper, a natural person, waives his/her right to seek separate remuneration or compensation from the Organising Authority or

any third party authorised by the Organising Authority for the exploitation of his/her image, name and voice in the conditions set out in this Annex.

In any event and at any time, the skipper, a natural person, and his/her contacts will have free access to the Organising Authority's images and will be able to request the immediate deletion of any images, photos and/or film sequences representing the skipper, a natural person, in a manner that s/he considers, in his or her reasonable opinion, undignified, unflattering and/or likely to cause him/her to be discredited in the eye of the public.

## 2) Legal nature of Participant images

Participant images include images taken by the Participant before the race (**pre-race images**) or during the race (**race images**) transmitted to the Organising Authority, approved by the Organising Authority and the Participant according to the process described later in this Annex. These images also include race images taken by the Participant but not transmitted to the Organising Authority during the race (**post-race images**). All these pre-race, race and post-race images remain the property of the Participant, who nonetheless grants the Organising Authority a licence to use them.

## 3) Legal nature of private Participant images

Private participant images include images taken by the Participant and relating to the private circle of the skipper as an individual. These images remain the property of the Participant. They must nevertheless remain within a purely private framework (family and friends) and must not be used in the media or for commercial purposes.

## 4) Legal nature of Organising Authority images

Organising Authority images include all images taken by the Organising Authority before the race and at departure and arrivals. These images remain the property of the Organising Authority, which nonetheless grants each Participant a licence to use them.

# C – Use of exploitation and image rights for the Vendée Arctique

## 1) General principles

To ensure that the Organising Authority is able:

- To publicise the Race and all Participants;
- To safeguard the good reputation of the Race over the long term;
- To retain the iconographic bank;

**The Participant grants the Organising Authority a licence to use and exploit the participant images.**

**The Organising Authority grants the Participant a licence to use and exploit Organising Authority images.**

The terms for the licences defined above are as follows:

## 2) Usage and exploitation licences in favour of the Organising Authority

Participants grant the Organising Authority a licence in relation to the rights of reproduction, representation, adaptation and secondary use in respect of content in their participant image bank.

This licence is granted worldwide and non-exclusively for as long as the intellectual property rights enjoy legal protection. It is granted in relation to registration in the race and in exchange for the publicity provided by participation in this event. Participants waive their right to seek separate remuneration or compensation from the Organising Authority or any third party authorised by the Organising Authority for use of the relevant images except as provided for in relation to revenue from derivative products.

The **reproduction right** includes the right to reproduce skipper images by any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile telephones, downloads and data bases) and in any format.

The **representation right** includes the right to represent the images to the public or to have them represented, in full or in part, by any existing or future means of communication, via cable or wireless, including digital or analogue radio broadcast or television broadcast, telematics, multimedia and any online services, via any electronic and radio communication network, fixed and/or mobile, (including internet, intranet, telephony, etc.), regardless of how the technology used is distributed or broadcast. The representation right also includes the right to broadcast said images as part of official news, magazines, teasers, web series and documentaries broadcast on social networks, websites linked to the Organising Authority and for internal communication between Organising Authority entities.

The **adaptation right** includes the right to touch up and/or modify digital files, and to use any means with a view to making a digital representation or reproduction of all or some of the images, in linear or interactive mode, enabling the reconstitution of images, in full or in fragments, alone or incorporated into other audiovisual, computerised or telematic elements, or any other element, whatever the form or the content, without altering the image of the skipper, the boat or its sponsors. The adaptation right also includes the right to insert the logos of all race partners in order to publicise the race and/or demonstrate their joint commitment to the race. The Organising Authority may also use said images (photos, videos, sounds, content for the press, graphic identity, etc.) as received on its multimedia server. The organisation may make them freely available to media and use them freely in its PR material and on any media, to publicise its activity and/or its current and future race partners.

Secondary rights include in particular the right for the Organising Authority to:

- Publicise Organising Authority activities and the race in any media, including television, press, internet, etc.;
- Communicate about the Organising Authority in any media (including television, press, internet, VOD platform, posters, etc.) and in any non-media operation;
- Publicise the race (official film, official documentaries, TV and WebTV documentaries, trailers, clips, including via DVD and VOD, including downloading);
- Make any derivative products or have them made and then to sell such products or have them sold according to the terms set out in section VIII), E) of this Annex;
- Grant or assign the economic exploitation rights to third-party partners (including sponsoring contracts with VOD platforms);

It is specifically stipulated under secondary rights that the Organising Authority may in turn grant these rights to its partners ranking as official partners or higher.

Partners meeting the conditions will be required to submit a fact sheet detailing the planned communication, promotion or publicity by email to the Participant's communication contact for approval. The Participant concerned must respond to the approval request within seven (7) calendar days. Any refusal must be reasoned. If this deadline

has passed and failing any response from the Participant concerned, the partner is entitled to consider its request approved. Under no circumstances can approval be given in return for payment.

The licences granted under the terms of this Annex are granted free of any right or claim and the Participant will indemnify the Organising Authority against any claims or proceedings by third parties.

### 3) Usage and exploitation licences in favour of the participant

The Organising Authority grants Participants a licence in relation to the rights of **reproduction, representation, adaptation** and **secondary use** in respect of their content in the Organising Authority image bank.

**These licences are granted worldwide, free of charge and non-exclusively.**

They entitle the Participant, **without any further authorisation on the part of the Organising Authority**, to use the race images **for any use over a limited period and on temporary media.**

The **reproduction right** includes the right to reproduce skipper images by any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile telephones, downloads and data bases) and in any format.

The **representation right** includes the right to represent the images to the public or to have them represented, in full or in part, by any existing or future means of communication, via cable or wireless, including digital or analogue radio broadcast or television broadcast, telematics, multimedia and any online services, via any electronic and radio communication network, fixed and/or mobile, (including internet, intranet, telephony, etc.), regardless of how the technology used is distributed or broadcast. The representation right also includes the right to broadcast said images as part of official news, magazines, teasers, web series and documentaries broadcast on social networks, websites linked to the Participant and for internal communication between Participant entities.

The **adaptation right** includes the right to touch up and/or modify digital files, and to use any means with a view to making a digital representation or reproduction of all or some of the images, in linear or interactive mode, enabling the reconstitution of the images, in full or in fragments, alone or incorporated into other audiovisual, computerised or telematic elements, or any other element, whatever the form or the content, without altering the image or good reputation of the Vendée Arctique or its partners.

Secondary rights include in particular the right for Participants:

- To publicise the Participant's activities in any media, including television, press, internet, etc,
- To communicate about the Participant in any media (including television, press, internet, posters, etc.) and any non-media operation activities (sponsorship activations, internal communication, etc.).

**To use the licences granted by the Organising Authority on the long-term media listed below, Participants must explicitly notify the Organising Authority, providing details of the project:**

- Books published with a publishing house for general public distribution.
- Official films, official documentaries, TV documentaries, series, trailers and clips, for showing in cinema theatres, at festivals and/or on any OTT platforms or equivalent.
- Official films, official documentaries, TV documentaries, series, trailers, clips, including exploitation via DVD and VOD.

**However, the licences granted by the Organising Authority do not authorise the Participant to use race images for communicating on the general unfolding of the edition of the Vendée Arctique or its history.**



The licences only apply to the recounting of the skipper's participation in the Vendée Arctique 2022, the cause s/he supports, and his/her team and sponsors during said edition.

In any event, the Organising Authority undertakes not to claim from Participants separate remuneration or compensation for use of images covered by these licences.

It is expressly stated that if the Participant wishes to use, in any way whatsoever, the images and audiovisual sequences provided by other Participants in the race, he/she will submit any necessary request personally to the rightholders and to the persons concerned (particularly with regard to image rights).

## D – Charter for use of distinctive signs of the Vendée Arctique

SAEM Vendée has a monopoly of use over the distinctive signs of the Vendée Arctique. These include logos and registered trademarks of the Organising Authority, as well as all distinctive signs deriving therefrom.

They may be used by the Participant solely in line with the following requirements and excluding any commercial use, except as specified for the competitor logo.

Participants may not alter and/or adapt the names or the brand and may not add or insert graphics of any nature.

### 1) General rules for use by Participants

#### AUTHORISED USES



- Participants may use a competitor logo for their communication and inter alia for textile equipment
- Participants may use the hashtag #VendeeArctique
- Any use is subject to approval in writing by the Organising Authority

## BLOCS MARQUE CONCURRENTS RÈGLES D'UTILISATION & COULEURS

Le Bloc Marque bleu, ci-dessous, sera privilégié sur tous vos supports.

Il est impossible d'apposer un logotype, quel qu'il soit, à proximité immédiate du Bloc Marque Fournisseurs Officiels. Cela reviendrait à créer un nouveau type de Bloc Marque, ce qui est **STRICTEMENT INTERDIT**.



Version pour les fonds clairs

BLEU	ROUGE
CMJN 100/95/0/60	CMJN 0/100/100/0
RVB 7/50/75	RVB 226/0/26
HEX #07144B	HEX #E20E17
PANTONE 2758C	PANTONE 485C

L'utilisation du Bloc Marque blanc, ci-dessous, sera limitée au cas où le support est d'une couleur trop proche du bleu nuit - Vendée Globe.



Version pour les fonds foncés

For use of the competitor logo, the Organising Authority grants the Participant the licence to use, reproduce and represent worldwide the competitor logo for promotional, media, advertising and institutional purposes as part of its internal and external communication on all existing or future broadcast media, on all communication networks and/or media with no limitation as to number.

For all these uses, the Participant undertakes to comply with the graphic charter provided by the Organising Authority.

### UNAUTHORISED USES



- Use of other Vendée Arctique property for communication by Participants
- **EXCEPTION:** the term Vendée Arctique is authorised

## 2) Specific rules on use: Participant merchandising and Skipper apparel

### *a) Participant merchandising*

The Organising Authority hereby authorises any Participant, whether an applicant or definitively registered to participate in the Vendée Arctique 2022, **to sell products bearing the logo Vendée Arctique alongside their brand.**

**This authorisation is subject to strict compliance with the following terms and conditions:**

- **The race logo for the Vendée Arctique**, excluding any other distinctive sign belonging to the Organiser, may be affixed to merchandising.
- The participant's official logo, and it alone, may be affixed to products branded with the race logo for the Vendée Arctique.

**Merchandising must be exclusively purchased from the official license holder of the Organising Authority.**

**Product visuals, particularly the positioning of logos, must all be systematically approved by the Organising Authority** before the production run is launched. The Organising Authority reserves the right to demand the destruction of products it has not approved.

In relation to the production and the distribution and/or marketing of **derivative products** by the Participant in connection with its participation in the Vendée Arctique:

The Participant must **submit** a fact sheet detailing any proposed derivative product that uses visual or audiovisual content and refers to their participation in the Vendée Arctique by email to SAEM Vendée **for approval**, whether such content was granted by the Organising Authority or belongs to it.

The Organising Authority must respond to the approval application within a reasonable period of time.

### *b) Skipper apparel*

The Organising Authority hereby authorises any Participant, whether an applicant or definitively registered to participate in the Vendée Arctique, to affix the logo Vendée Arctique alongside their brand **ON THE SKIPPER'S CLOTHING ONLY.**

**Under no circumstances will Team members or other persons connected to the Skipper be granted this derogation.**

**Any use of the Vendée Arctique logo alongside another brand (co-branding) must be approved by the Organising Authority beforehand.**

## E - Derivative products / Merchandising of the Organising Authority

### 1) With content from the Organising Authority's image bank

#### *a) Exploitation of images by the Organising Authority:*

- In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority: The Organising Authority must submit a fact sheet detailing any proposed derivative product that uses an image included in the licence by email to the Participant's (or Participants') communication contact for approval;

- The Participant concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Beyond this deadline, failing any response from the Participant concerned, the Organising Authority is entitled consider its request approved.
- Under no circumstances can approval be given in return for payment.
- The Organising Authority undertakes to pay **50% of net revenues after tax** from the sale of any derivative products using these images to a common pot to be shared equally among all Participants of the Vendée Arctique 2022 edition, at the end of the Vendée Arctique period.

#### *b) Exploitation of images by partners of the Organising Authority*

Where **derivative products** are produced, distributed and/or marketed by a partner of the Organising Authority:

- Said partner must submit a fact sheet detailing any proposed derivative product that uses an image included in the licence granted to the Organising Authority by email to the Participant's (or Participants') communication contact for approval;
- The Participant concerned must respond to the approval request **within seven (7) calendar days**. Any refusal must be reasoned. Beyond this deadline, failing any response from the Participant, the partner concerned is entitled to consider its request approved.
- The partner and the participant **will negotiate** the payment terms between themselves.

## IX – Schedule of financial and/or sports penalties

Category	Breach	Maximum amount (per breach)
<b>On-board equipment</b>	On-board equipment not present or not compliant with requirements, deemed faulty upon testing by the Organisation, not ready in time for testing or equipment lent by the Organising Authority and not returned in time and/or in proper working condition	€2000
<b>During the race</b>	Non-compliance with obligations to send files or live videos during the race	€1000
<b>Start Day</b>	Non-compliance with obligations relating to Start Day	€2000
<b>Day of Arrival</b>	Non-compliance with obligations relating to Skipper's arrival day	€2000
<b>Media relations</b>	Non-compliance with obligations relating to relations with the media	€2000
<b>IMOCA brandings</b>	Any branding that is non-compliant and/or non-approved or missing during the race or villages	€5000

<b>IMOCA brandings</b>	Any branding that is non-compliant or missing on the day before departure at 18:00	DISQUALIFICATION
<b>Image banks</b>	Failure to deliver images taken during the race after arrival (no more than 72 hours after effective arrival) or retirement from the race	€2000
<b>VG property</b>	Unauthorised use of property, distinctive signs and/or images of Vendée Arctique	€5000
<b>Right to review</b>	Abusive application of the right to review	€2000

## X – General provisions

### A – Titles and numbering

Chapter and paragraph headings and titles of articles and clauses in this Annex, together with their numbering system, where applicable, have been used solely to facilitate reading. Therefore, in the event of difficulty interpreting any chapter headings or clause titles and any clause, said headings and titles will be declared null and void.

### B – Non-waiver

The fact that the Organising Authority tolerates a situation does not confer any rights on any party. In general, tolerance by the Organising Authority may not be interpreted as a waiver of its entitlement to assert its rights. Furthermore, waiving the entitlement to assert its rights in the event of a breach of any of the provisions of this Annex cannot be interpreted as a definitive waiver of its right to assert its rights at a later stage.

### C – Partial non-validity

If one or more of the provisions of this Annex is ruled invalid or unenforceable pursuant to a law or regulation or subsequent to a full and final ruling by a competent court, this provision will be deleted from the Annex without affecting the validity or enforceability of the other provisions.

### D – Appendices and additional clauses

Any amendments to this Annex and its appendices shall be made by adding a clause to the Notice of Race.

### E – Joint and several liability

In accordance with the Notice of Race, the Participant includes several natural persons and legal entities, which all bear joint and several liability with regard to the obligations arising from the Notice of Race and its annexes, including this Annex.

## F– Address for service

For the purposes hereof, the parties elect domicile at their respective addresses as indicated in the footer to this Annex as regards the Organising Authority and in their application as regards Participants. Each party undertakes to notify the other party of any change in domicile that may arise during the performance hereof.

## G – Applicable law and competence

This Annex is governed by French law in terms of to both substantive and procedural rules.

**ANY DISPUTE ARISING FROM THE PERFORMANCE OF THIS ANNEX THAT CANNOT BE RESOLVED AMICABLY WILL COME UNDER THE JURISDICTION OF THE COURT WHOSE SEAT IS THAT OF THE COURT OF APPEAL OF POITIERS AND IN THE FIRST INSTANCE THE COMPETENT COURT IN LA ROCHE SUR YON. THIS COURT WILL HAVE SOLE COMPETENCE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, INCLUDING FOR EMERGENCY OR PROTECTIVE MEASURES OR EX-PARTE PROCEDURES.**

## Appendix 1 - Master drawing for brandings on IMOCA boats



- ① Gréement classique
- ② Gréement avec out rigger

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