



MARKETING & COMMUNICATION ANNEX

VENDÉE GLOBE 2024 – 2025

Includes Amendment 1 to the Marketing & Communication Annex as of July 16th 2024

Includes Amendment 2 to the Marketing & Communication Annex as of September 30th 2024

Includes Amendment 3 to the Marketing & Communication Annex as of November 1st 2024

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Preamble

The Vendée Globe, an around-the-world solo yacht race, has a special place in the world of sailing competitions and is a major yachting event. This unique race has been the stuff of legends since 1989. Each competitor goes on an extraordinary human adventure in direct contact with nature on boats using the most advanced technology.

The Vendée Globe is currently the largest non-stop solo yacht race around the world with no assistance. The event followed on from the Golden Globe which, in 1968, initiated the first circumnavigation of this kind via the Cape of Good Hope, Cape Leeuwin and Cape Horn. Twenty years later, skipper Philippe Jeantot, following on from his double victory in the BOC Challenge (a round-the-world single-handed yacht race, sailed in stages), suggested a new round-the-world solo yacht race but this time non-stop. The Vendée Globe was born. On 26 November 1989, thirteen sailors set off on the inaugural race, which was to last three months. Only seven returned to Les Sables d'Olonne. The nine editions of what has since become known as the Everest of the Seas (registered trademark) have seen 200 competitors take to the seas in a race that is out of the ordinary. Only 114 have managed to cross the finish line. The tenth Vendée Globe will set off from Les Sables d'Olonne on 10 November 2024.

SAEM Vendée, a semi-public company, owns the Vendée Globe 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 Globe 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 Globe by clarifying:

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

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

I – Definitions

A – The “Vendée Globe period”

For the purposes of this Annex, the “Vendée Globe period” is understood to mean the period between the opening of official applications to take part in the Vendée Globe 2024 and the end of the 10th edition of the event, 60 days after the Prize-Giving Ceremony, which will take place in 2025.



B – Vendée Globe partners

For the purposes of this Annex, “**Vendée Globe Partners**” are understood to be natural persons and legal entities that have entered into a partnership, sponsorship or patronage agreement with the Organiser of Vendée Globe 2024.

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 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.

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

Vendée Globe intends to offer a simple concept, accessible to the general public: a skipper, a boat, circumnavigation of the globe via the three caps: the Cape of Good Hope (South Africa), Cape Leeuwin (Australia) and Cape Horn (Chile).

The Vendée Globe 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 Globe 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 Globe 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 Globe 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 of ocean protection and respect for the environment and transmitting values such as personal achievement or fulfilment or solidarity are the cornerstone of the educational project of the Vendée Globe.

The race has built its legend since 1989, based on the exploits of its participants and the enthusiasm of a faithful public.

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 Globe 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 Globe 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 Globe, 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 concede rights of association to each other and to transfer certain usage rights under the terms of this Annex, to promote the race and the Participant's participation in the race.

C – Principles of collaboration in relation to images of the Vendée Globe 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 Globe) come under one of the following categories:

- **Private images:** This category includes all visual and audiovisual content relating to the private circle of the skipper as an individual. This content must remain within a purely private framework (family and friends) and must not be used in the media or for commercial purposes.
- **Pre-race images as payment in kind of entry fees:** This category includes pre-race images provided by each Participant as payment in kind of their fixed entry fees under the terms of Article 8 of the Notice of Race. In accordance with Article 8.2.1.2.1 of the Notice of Race, these images are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants the Participant concerned a licence to use them.
- **Participant pre-race images:** This category includes pre-race images taken by the Participant other than those provided to the Organising Authority as payment in kind of entry fees. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Race images by way of entry fees:** This category includes race images provided by each Participant as payment in kind of their variable entry fees as per Article 8 of the Notice of Race. These images will be selected by the Organising Authority in a process described later in this Annex. In accordance with Article 8.2.1.2.2 of the Notice of Race, the images are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants the Participant concerned a licence to use them.

- **Participant race images:** This category includes race images taken by the Participant, transmitted to the Organising Authority, approved by the Organising Authority and the Participant according to the process described later in this Annex but not selected by the Organising Authority as payment in kind of entry fees. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Organising Authority images:** This category includes all visual and audiovisual content produced by the Organising Authority before the race and at departure and finishes. These images remain the property of the Organising Authority, which nonetheless grants each Participant a licence to use them.
- **Participant post-race images:** This category includes race images taken by the Participant but not transmitted to the Organising Authority **during the race**. These images remain the property of the Participant, which nonetheless grants the Organising Authority a licence to use them.
- **Post-race images by way of entry fees:** This category includes race images taken by the Participant but not transmitted to the Organising Authority **during the race**, provided after the race by each Participant as payment in kind of their variable entry fees as per Article 8 of the Notice of Race. These images will be selected by the Organising Authority in a process described later in this Annex. In accordance with Article 8.2.1.2.3 of the Notice of Race, the images selected are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority, which nonetheless grants the Participant concerned a licence to use them.

III – General obligations of the Organiser

A – General

For the 2024 edition, the Organising Authority is pursuing its strategy of maximum exposure of images (photos, videos, graphic creations, drawings, etc.) of 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 awarded contracts in accordance with public procurement rules:

- NEFSEA and ASO as audiovisual service providers to provide technical services for the production, production, distribution and optimisation of audiovisual broadcasting in France and abroad.
 - Contact: Erwan Riquier - erwan@seaevents.tv

- HB PROD, as Digital Asset Management (DAM) service provider, to set up a multimedia server to store all the content (photos, videos, sound, press content, graphic identity, etc.) produced by the AO and sent by the participants, and to enable it to be distributed to the accredited media and used by the AO and the Participants;
 - Contact: Hervé Borde - hborde@hbprod.fr

- COM'OVER as press relations and influencer relations provider, to manage relations with influencers and the media and maximise the impact of the event;
 - Contact: Audrey Tort - media@vendeglobe.fr

- ADVISO, as Editorial, Digital and Web service provider, to manage and plan the editorial line, write content and run the event's digital media.
 - Contact: Vincent Esnaud - vesnaud@addviso.com

- The company GÉOVOILE, as the Cartography and Rankings service provider, which will be responsible for creating the race maps and establishing the competitors' rankings on the basis of data received by spatial data supply services via on-board positioning beacons throughout the race.
 - Contact: Yann Groleau - yann@geovoile.com

- The company ALEA as Photographic Coverage service provider to provide technical services for the production, realisation, distribution and optimisation of the photographic coverage in France and abroad.
 - Contact: Arnaud Letresor - al@aleaproductio.com

The names and contact details of the other communication service providers will be communicated at a later date by means of an information note and/or an amendment to this Notice of 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, institutional and private partners and 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 be in charge of producing various items, programmes and shows for audiovisual media up to 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 Globe 2024-2025 for digital & TV distribution.
Capture, production and digital distribution of the prize-giving ceremony (live);

2) Photography Service Provider

In order to promote the Vendée Globe, the **Organising Authority** must have access to photographs of the event for its institutional and private partners and suppliers and for the media. 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, departure and the arrivals.

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

The photo 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 two "studio" photo sessions, one before departure (on a date agreed with them) and one the week they finish the race, so that the **Organising Authority's** official photographers can take "magazine" images required to publicise the race.

An official photo of all competitors will be taken by or under the aegis of the Organising Authority at the inauguration of the Start Village **or at a later date if weather conditions are unfavourable.**

3) Multimedia service provider (digital asset management)

The secure multimedia server for transferring and distributing media (photos, videos, sound, press content, graphic identity of the Vendée Globe, archives, etc.) implemented by the Organising Authority is an optimised version of the one implemented in 2020. It enables each Participant to upload their audiovisual content via FTP in order 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.

They 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 be in charge of producing content for the Organising Authority's communication media.

List of media (non-exhaustive):

- Official website for the event;
- Official mobile application for the event;
- Vendée Globe Junior website in relation to the editorial teams of the department;
- Official newsletter;
- BtoB VG2024 club newsletter;
- Official Facebook page for the event;
- Official LinkedIn account for the event;
- Official French Twitter account for the event;
- Official English Twitter account for the event;
- Official Instagram account for the event;
- Official Dailymotion channel 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.

The service provider will offer personalised maps to all Participants in good time.

For the Vendée Globe 2024, the Organising Authority plans to **draw up rankings every four (4) hours without interruption (no blackout at night).**

Proposed broadcasting schedules: 3am / 7am / 11am / 3pm / 7pm / 11pm.

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, which is followed by millions of spectators, the Organising Authority and its partner Virtual Regatta have, since 2008, made available to the public a virtual game whereby anyone can “take part” in the race. In 2020, over a million people played the game.

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 virtual yacht racing game, including activations with the gaming principle of the Vendée Globe 2024 yacht race, and the 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

The Organising Authority encourages participants to undertake certification, offered free of charge by Virtual Regatta. Certification will:

- Extend the exposure of sponsors over time and in the digital world;
- Give them certified status differentiating them from other players;
- Give them a personalised boat in team colours;
- Activate personalised links to participants’ social networks on their boat.

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.

Contact :

- Tom GAUTHIER - tom@virtualregatta.com - +33 (0)6 14 54 92 59

D – Vendée Globe Junior

The official partner of the Organising Authority, the department of Vendée, has developed a complete educational programme – The Vendée Globe Junior – about the race and marine biodiversity.

All the Junior Vendée Globe materials will be accessible from mid-September 2024 on: <https://vendeejuniorglobe.vendee.fr/>

E – 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.

F – Payment of telecommunication costs

The Organising Authority undertakes to reimburse a **maximum of €3000 (three thousand) including VAT** of each Participant's telecommunications for regular transmission of Skipper images to the Organising Authority throughout the race.

This payment relates **ONLY to telecommunications with the Organising Authority** based on €0.4 per MB up to the limit of €3,000 including VAT.

Participants should email the Organising Authority the bill from their telecommunications service provider stating the package paid, the price and volume of data consumed in relation to the Organising Authority (private videos/live feeds, WhatsApps, etc. will not be reimbursed) **before 30 June 2025**.

Beyond this date, requests for reimbursement submitted to the Organising Authority will be rejected as no longer due.

G – Technological innovations

1) Ektacom Nomade VG2024 solution

To optimise on-board communication for race participants, the Organising Authority has invested in the company Ektacom to optimise the Nomade Access solution developed during the previous edition of the race, adding new functionalities such as file recording, compression and data transfer.

The Organising Authority is making a financial contribution to the cost of developing this Nomade VG2024 solution so that it will be operational for the Vendée Arctique Les Sables d'Olonne 2022.

The remaining budget of this Nomade Sails VG2024 solution is under negotiation for each Participant acquiring this tool in order to participate in the Vendée Globe 2024.

A price list is available from Ektacom:

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

2) Drone autopilot

In 2019, the Organising Authority launched a request for innovative proposals to develop an autonomous drone to offer Participants a solution that can take off from and land on an IMOCA, taking pre-defined video images with as little intervention as possible on the part of the Skipper and while ensuring his or her safety and that of the IMOCA.

The company Squadrone System won this request for proposals but development for the last edition was stalled due to the health situation.

The Organising Authority has now resumed work on this innovative project, investing in Squadrone System to offer a viable solution that is affordable for most Participants in the Vendée Globe.

The solution is available from Squadrone System:

Contact: Antoine Level - +33 6 46 32 35 51 - antoine.level@squadrone-system.com

IV – General obligations of Participants

A – Communication with the Organising Authority

1) Skipper area on the website: 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 and save time, the platform will be the same for the Vendée Arctique and the New York Vendée races, saving Participants time on data inputting.

This area will be accessible via the website www.vendeeglobe.org through a personal private area. This is where Participants declare their official application and official registration. Each Participant must fill in all information requested in his/her 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 communication with Participants.

2) Communication contacts

Once Participants have filed their official applications, 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 Globe period, but any change must be made to 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

Participants must notify the Organising Authority 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

1) Highlights of the Vendée Globe 2024

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 Annex 3 of the Notice of Race.

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

2) ~~Multimedia training~~

~~The Organising Authority strongly encourages Skippers to take part in the multimedia and public speaking training session set up by the Organising Authority.~~

~~The training session will last at least one full day and therefore amounts to seven effective training hours (see Annex 3 of the Notice of Race).~~

~~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 in working order on board the boat registered for the race:

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 have an Inmarsat Fleet 250 (or Fleet 500) for sending video images and sounds in “file” mode and live mode using the boat’s maximum back-up data capacities.

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 back-up 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;
- All these devices must be configurable in 25p or 50p.
- 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 Wi-Fi hotspot providing internet access via on-board satellite links. The above-mentioned smartphone can connect to this. Wi-Fi coverage must include the cabin, the area under the casquette and part of the deck;
- The organisation recommends using equipment to deploy Wi-Fi__33 antenna to ensure better coverage for the cabin, the casquette and the deck.

For media exchanges with the organisation:

- The **Ektacom Nomade Sails VG2024** solution (see Art. III G - 1) 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).
 - Participants must inform the Organising Authority once the solution has been set up and is operational, which must be done **no later than end of the New York Vendée 2024 race**.
 - Failure to install a high-performance live video interview solution may give rise to a financial penalty (see Annex 3 to Notice of Race).
 - Your contact at Ektacom:
 - Erwann RENAN - 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;
 - Minimum video file specifications :
 - 1080/25p HORIZONTAL RATIO 16/9 - H265
 - 1920pixelsx1080 pixels
 - 25 frames/second or 50 frames/second
 - Internal video bit rate: 3 Mbits/second
 - Internal audio bit rate: 128 Kbits/second
 - NO LUT OR OTHER COLOUR CORRECTION
 - These specifications allow a cropped crop 9/16 = 1080 vertical x 608 horizontal)
 - The Participant undertakes to provide, free of charge, any specific reception facilities that may be required.

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

The equipment listed in this article is highly likely 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.

Videos and photos of the boat must be sent to the boat's FTP account provided by the AO on the sea reception server.

The "IP address / User name / Password" parameters will be provided by NEFSEA Production (Fred Olivier).

For boats that took part in the Transat Jacques Vabre 2023 and Retour à la base 2023, the same parameters will be retained.

Other boats will receive their settings from NEFSEA Production.

~~Participants must perform these tests no later than two (2) weeks before the New York – Vendée 2024 race starts.~~

The New York Vendée race shall be an opportunity for the participant to test this filming channel prior to the Vendée Globe.

He shall proceed with these tests between May 29th 2024 and June 7th 2024 during the New York Vendée race or during a sea trip in case he does not take part in this 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 inauguration of the Start Village, while the skipper for each Participant is sailing solo and on the boat that s/he will be sailing in the Vendée Globe 2024 race.

The system set-up will be validated by the Organising Authority once the following have been received:

- 2 minutes of image and sound / 2 transfers in file mode that can be sent to the media;
- 2 minutes of image and sound / 2 live mode links that can be sent to the media.

Failure to validate this definitive video image filming, editing and transmission channel by the Organising Authority when the skipper is sailing solo will automatically give rise to a financial penalty (see Annex 3 to Notice of Race).

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 services) 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.

Under no circumstances may the markings refer, in any form whatsoever, to another sailing race.

The various branding elements, visuals, size and location are subject to change via amendment to this document.

Any Participant who does not comply with the branding obligations will incur the relevant penalties (see Annex 3 to Notice of Race).

2) OBLIGATORY branding

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

- One **Official Partner insignia on the Mainsail** (3 metres in diameter / 7.06 m²):
 - The **Official Partner** insignia must be 3 metres in diameter, i.e. 7.06 m²;
 - 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.
 - **The location of this branding must always be submitted to the Organising Authority for prior approval.**

- One **Official partner-flag "Département de la Vendée"** (2 m x 1.5m) in the **port** rigging and one **Official partner flag "Sodebo"** (2m x 1.5m) in the **starboard** rigging:
 - The flags must be fitted to the running backstays or cap shrouds;
 - **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 one hour after the start of race~~, on the start day;
 - The flags must be reinstated by the skipper 30 miles from the finish 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 finish line).
- **One port dodger (2.1m x 0.6m) and one starboard dodger (2.1m x 0.6m)** of the Organising Authority:
 - The dodgers must be in place when the boat arrives at Les Sables d’Olonne and for the duration of the event villages;
 - The dodgers are placed between the 2nd and 3rd boat chandelier, starting from the back of the IMOCA.
 - The dodgers may be removed by the skipper or a team member **at the soonest after exiting the channel ~~10 minutes before the start~~**;
 - The dodgers must be reinstated by the skipper and/or a team member once the boat crosses the finish line and before entering the channel of Les Sables d’Olonne.
- **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 must be present when the boat arrives at Les Sables d’Olonne 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 finish line and before entering the channel of Les Sables d’Olonne.

3) OPTIONAL brandings

In the Village, the Participant's IMOCA may display IN ADDITION to the race markings, and ONLY after validation by the AO:

- **A dockside mainsail**
 - This may be hoisted on the pontoon. It will be the ONLY advertising display accepted, either bolted or hoisted behind the mast.
 - Its dimensions will not exceed 12m luff and 5m foot. No communication material may be displayed in front of the mast.
 - The AO must be marked on the head of this communication mainsail in accordance with the layout diagram in Appendix 2.
 - This marking shall be set up before the IMOCA reaches the Vendée Globe pontoon;
 - This marking will include an IMOCA Class marking which can be adapted to the Team's colour if requested before July 31st,2024 (without any remarks, the IMOCA logo’s colour will be **white typography on midnight blue background**

Vendée Globe: PMS 2756 C / CMJN 100/95/00/60 / RVB 07/20/75 / HEX #07144B);

- The Team shall send its colour with the references: Pantone / CMJN / RVB / HEX / RAL.

4) IMOCA branding

- The IMOCA at the top of the mainsail must be approved by the IMOCA class. It may not show, in any form whatsoever, another sailing race.

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 the specific 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 that block images without obtaining the express agreement of the Organising Authority, given within a reasonable delay and subsequent to 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 they are 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 opening of the village.

The Participant will incur financial penalties if the above obligations are not adhered to (see Annex 3 to Notice of Race).

F – Pre-race image bank

1) Pre-race photos and videos

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

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

1. **Twenty (20) photographs including at least the following:**

- A full-length front view portrait of the skipper wearing his/her official team apparel;
- A front, three-quarter and profile (left and right) portrait of the skipper wearing his/her official team apparel;
- Photos of the skipper and his/her boat at the dockside displaying all official race brandings;

- Action photos 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.);
- Photos of the boat displaying the various official race brandings (dodgers visible, brandings visible in the sails, visibility of flags, etc.);
- Photos taken from a motorboat at sea;
- Aerial photos from a drone and/or helicopter;
- Photos of the boat under all points of sail (upwind, downwind, reaching, etc.).

2. Twenty (20) minutes of video images broken down as follows:

- Four (4) minutes of “behind the scenes” images (skipper’s physical preparation, yard work, launch, measurement testing, team at work, etc.);
- Eight (8) minutes of on-board images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind);
- Eighteen (8) minutes of aerial images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind).

b) Notice of Race rules on pre-race images

Of the pre-race images provided and in order to contribute to the formation of a minimum iconographic bank for the race, Article 8 of the Notice of Race specifies that the fixed entry fees are paid by the Participant to the Organising Authority through the transfer of a set of pre-race images, comprising the following:

3. Ten (10) photographs including at least the following:

- Half-length (face and upper body) front view portrait of the skipper wearing the official team apparel;
- One full-length front view photo of the Skipper at the dockside wearing the official team apparel along with his/her boat displaying all official race brandings;
- Two action photos 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.)
- One photo of the boat, port and starboard, displaying the various official race brandings (dodgers visible, brandings visible in the sails, flags visible, etc.);
- Photos of the boat under all points of sail (upwind, downwind, reaching, etc.), taken at sea from a motorboat and from the air by drone and/or helicopter;

4. Ten (10) minutes of video images broken down as follows:

- Two (2) minutes of “behind the scenes” images (skipper’s physical preparation, yard work, launch, measurement testing, team at work, etc.);
- Three (3) minutes of on-board images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind);
- Five (5) minutes of aerial images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind).

Pre-race images transferred as payment in kind of their entry fees in accordance with Article 8.2.1.2.1 of the Notice of Race will be selected by the Organising Authority, in agreement with the Participant, from among all the pre-race images provided under Article IV, F, 1 of this Annex.

c) Terms for taking and transmitting pre-race images

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

Participants undertake to ensure that all images taken by them bear the official brandings of the race (IV, D).

Any pre-race image (photograph, visual, video) forwarded with brandings that are non-compliant or incomplete, that bear visible brandings of other events, etc. will be rejected by the Organising Authority.

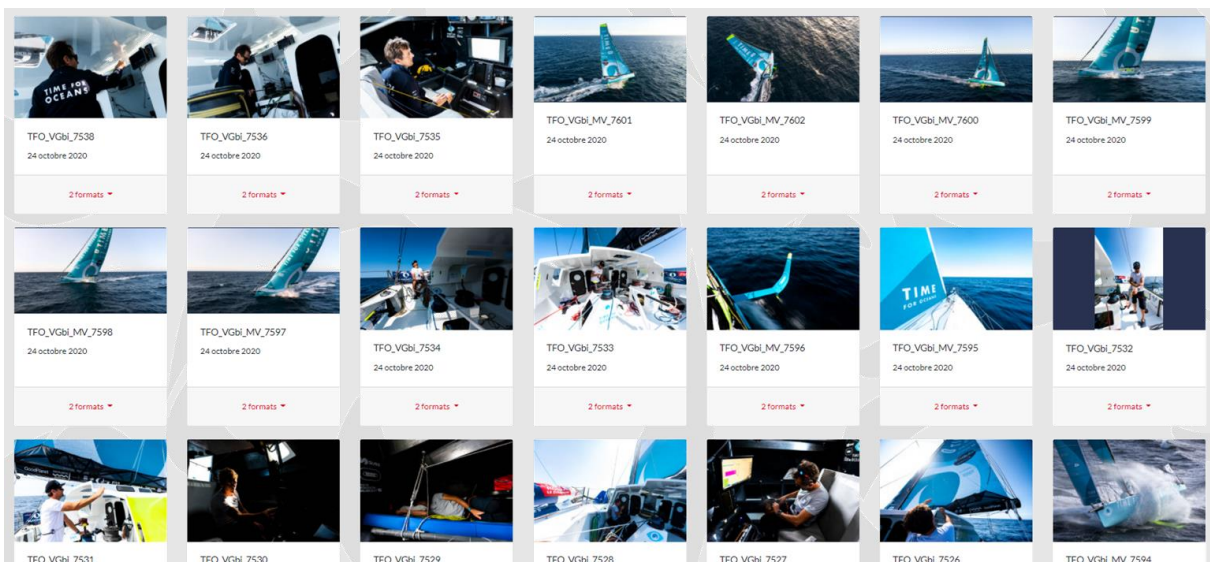
Videos taken as pre-race images must be forwarded to the Organising Authority in line with the following technical criteria:

- 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 AND in portrait format.

Examples of pre-race images



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.

At least half of the pre-race images must be forwarded to the provider NEFSEA Production (Fred Olivier) of the Organising Authority via a wetransfer solution type before **1 September 2024**.

The remaining pre-race images must be forwarded to the Organising Authority exclusively via the dedicated multimedia server before **30 September 2024**.

Participants who do not send their share or send it late may incur a penalty (see Annex 3 to Notice of Race).

2) Pre-race Visuals

The Participant is required to furnish the Organising Authority with the following pre-race visuals via a wetransfer solution type:

- **1 2D visual to port** of the full IMOCA, including all appendages and race brandings
- **1 2D visual to starboard** of the full IMOCA, including all appendages and race brandings
- **1 visual including all IMOCA elements** from different angles:
 - Rigging views: Views of mainsail, Genoa jib, spinnaker with both sides of sails to port and starboard and non-overlapping sails
 - Hull views: Hull views to port and starboard, deck/cockpit view (from above)
 - Views of appendages: Colour of hull below line, colour of appendages, etc.
- All partner logos

These visuals must be sent to the Organising Authority in line with the following technical criteria:

- Each visual must include all official race brandings;
- Each visual must include all participant brandings;
- Each visual must be provided as a digital file in the preferred vector format (.EPS or .AI) and may be in formats .PDF, .PSD, .PNG or .JPG formats in bitmap and in high resolution with images at least 2000 pixels high.
- Each partner logo must be provided as a high-definition digital file in .PNG, .EPS or .AI, format without background;

Please note that these technical criteria are subject to change coming up to the event and Participants must abide by any such changes.

Pre-race visuals forwarded to the Organising Authority pursuant hereto are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority.

The pre-race visuals must be sent to the Organizing Authority **prior to July 1st 2024**.

Any participant who does not send his quota, or sends it with delay, will be facing penalties (cf. Annex 3 of NoR).

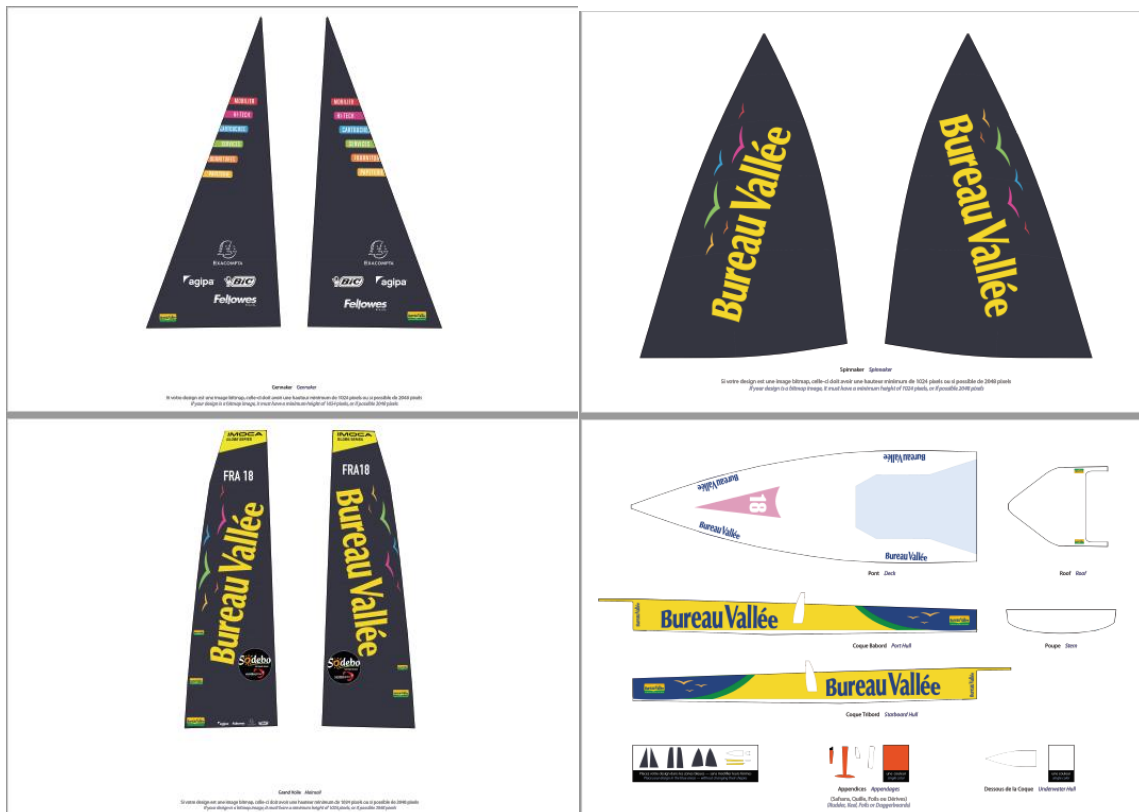
Examples of visuals:

2D visual to port
of entire IMOCA



2D visual to
starboard of
entire IMOCA





G – Communication about Participants

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 Globe, subject to the following terms and conditions:

- They must **comply with the laws and regulations in force** (e.g. the Evin Act on alcohol advertising);
- They must not use **any property of the Vendée Globe** or may **ONLY** use property available for use by Participants and their Sponsors in accordance with the rules laid down in this Annex.

Sponsors that have entered into a particular agreement with a Participant are free to use their 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 Globe 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 communication, commercial or otherwise, and of that 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 unduly reap the economic benefits of the Race (i.e. without being a direct partner) in terms of visibility, customers, reputation, etc.

1) Participants’ digital communication

COMPLIANT PUBLICATIONS



- Non-use of property of the Vendée Globe or use of authorised property (competitor logo, #VG2024, etc.)
- Identification of a personal sponsor

NON-COMPLIANT PUBLICATIONS



- Use of Vendée Globe property not permitted
- Associating a personal sponsor with Vendée Globe property

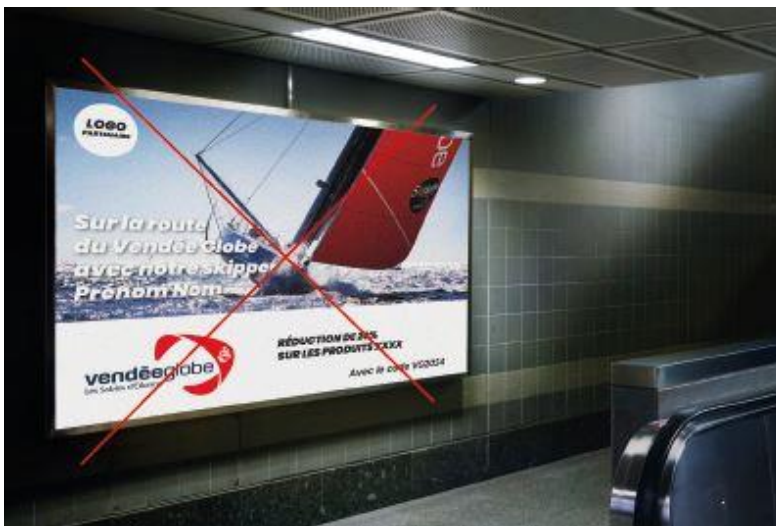
2) Generic advertising of Participant sponsors

COMPLIANT ADVERTISING



- Generic advertising and slogan specific to the Participant's relationship with his/her sponsor.
- Non-use of Vendée Globe property.
- Non-use of Vendée Globe images or videos unless expressly agreed by SAEM Vendée.

NON-COMPLIANT ADVERTISING



- Use of Vendée Globe property not permitted in Vendée Globe text + logo.
- Advertising creating an association between the sponsor and the Vendée Globe.

3) Visibility of Villages and Pontoons

Participants may reserve areas defined and authorised by the Organising Authority in the event villages. The conditions for occupying these areas will be communicated at a later stage in the Organising Authority's offers.

As regards Participants' 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 the Organising Authority’s partners unless expressly agreed by the Organising Authority**

In any event, the Organising Authority will install one or more specific visibility areas to showcase Skippers, their main sponsors and their rankings.

Participants will be informed of the media used for this.

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

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

Participants undertake not to communicate to television and other video broadcasters images of their boat with the Vendée Globe 2024 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 property of the Vendée Globe 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 products using the distinctive signs and all property of the Vendée Globe.

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 Globe 2024 to television channels and other video broadcasters and to continue to use the authorised distinctive signs and property of the Vendée Globe.

For participants that are forced to retire from the race or are disqualified, **the Organising Authority will have priority for 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 provided in Annex 3 to the Notice of Race.

V – Start day

A – General

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

The Organising Authority uses the latest generation communication resources, on a par with the major international events, to ensure that the quality and reliability of the Vendée Globe matches its reputation.

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

- A live channel exit in the morning
- A live departure at sea in the early afternoon

The Organising Authority implements a strategy based on the distribution of non-exclusive multiplatform rights for TV broadcasting of the Vendée Globe, 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 the Participant to mobilise their community on its communication media.

B - Protocol for the day

The protocol for the Start Day will be forwarded to participants in good time by the Organising Authority, no later than the day the village opens.

Participants undertake to abide by this Start Day protocol as subsequently defined by the Organising Authority after consultation with various stakeholders.

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).

However, to maintain the authenticity of this high point and skippers' emotions, under no circumstances may Skippers film these live feeds on the Start Day. Anyone doing so will incur a financial penalty (see Annex 3 to Notice of Race).

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, camera operator, sound engineer, HF technician, etc.) ~~responsible for producing recorded (not live) video images (where a documentary is being filmed 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 before **± 6 November 2024**. 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 the skipper and the people on board

All persons on board the Participant's boat must leave **the Skipper alone on forwards of the mast from the time it leaves the pontoon upon exiting 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 Annex 3 to Notice of Race).

3) On-board Organising Authority equipment

The Organising Authority will offer participants the option of having film and/or live feed equipment on board to convey the international start signal. The Organising Authority reserves the right to select participants for this feed depending on its editorial objectives.

Each Participant who accepts this **non-compulsory** offer thereby undertakes to authorise the Organising Authority to install film and/or live feed equipment on board his/her boat to supply the international start signal.

Once the direct TV feed is finished, the Participant's team must remove this equipment within roughly one (1) hour (depending on weather conditions) after the actual race start and must return it to the Organising Authority that same day.

Participants concerned by this installation will be informed **before 1 November 2024**.

The Organising Authority guarantees that the live feed will not interfere with the boat's on-board electronics.

Participants with access to the Organising Authority's equipment will not be able to allow any TV film crew for live or recorded filming, either on the deck or in the cockpit of his/her boat. The media person will be allowed on board, but a documentary film crew is considered as being a non-live crew and will not be allowed.

The Participant is responsible for equipment supplied by the Organising Authority and will incur financial penalties if s/he fails to return it as described above (see Annex 3 to the Notice of Race).

4) Activation of Ektacom links

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

The Participant is therefore required to activate his or her Ektacom link as soon as LIVE TV starts to enable the Organising Authority to use these shots during the live start.

The related telecommunication costs are payable by the Participant but can be included in the telecommunication costs reimbursed by the Organising Authority.

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.

5) Disembarking media

The Organising Authority's marine coordinator will provide Participants with two Organising Authority rigid-inflatable boats with pilot (two rigid-inflatable boats for the entire fleet, not per skipper) to disembark **ONLY** audiovisual journalists from the IMOCA at the end of the channel (by the Harbour Office on the La Chaume side).

It is specified that Organising Authority rigid-inflatable boats will only be used after exiting the channel, neither before, nor afterwards, and only then to disembark at one point on the side of La Chaume. The media on board will therefore be able to go to the end of the channel before being brought ashore by the Organising Authority's rigid-inflatable boats **at the pontoon of the Shuttle A - - quai George V on the side of La Chaume.**

Beyond this disembarkation point, each Participant is in charge of disembarking the media on board his/her boat by his/her own means **no later than 30 minutes before the start** of the race in accordance with the instructions given by race management.



VI – During the Race

A – Race image bank

1) Organising Authority requirements in terms of race images

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

- six (6) photographs per week throughout the race;
- two (2) minutes of video images (sequence shots or pre-edited video images) in file mode three (3) times a week.

2) Notice of Race rules on race images

Of the race images provided and in order to contribute to the formation of a minimum iconographic bank for the race, Article 8 of the Notice of Race specifies that the variable entry fees are paid by the Participant to the Organising Authority through the transfer of image rights, depending on how long the Participant remains in the Race.

This means that the participant must assign the following to the Organising Authority up to his or her finishing the race, disqualification or withdrawal:

- two (2) photographs per week throughout the race;
- two (2) minutes of video images (sequence shots or pre-edited video images) in file mode one (1) time a week.

3) 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:

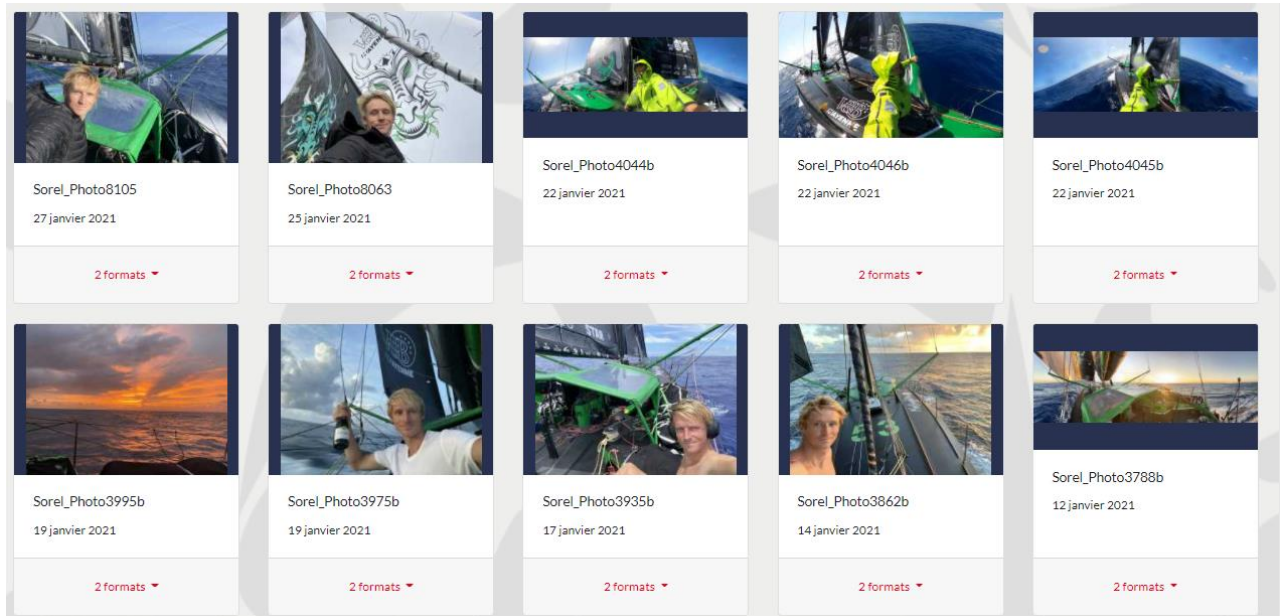
- Interviews filmed indoors and outdoors with a mobile and/or fixed camera;
- Images from different positions showing the boat underway;
- Images showing the skipper carrying out manoeuvres;
- Images showing the skipper's daily life aboard;
- Images showcasing biodiversity if the opportunity arises;
- Images relating the skipper's race;
- 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 receiving sea server dedicated to the boats.

Compliance with the Participant's obligations as stipulated in this article is subject to the application of financial penalties set out in Annex 3 to the Notice of Race.

Examples of images expected:



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 content, called "private" images, 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 receiving sea server dedicated to the boats.

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, alerted via email and/or SMS. The decision to approve or not must be made **within 60 (sixty) minutes** after receipt of the email and/or SMS alert.

The deadline of 60 (sixty) minutes is imperative. Beyond this deadline, 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 there will be no blackout for the 2024 edition of the Vendée Globe so that the international media can be supplied with content, thus optimising the international reputation of the race.~~

For this edition, a server media blackout will be operating from 00:00 to 04:00 AM (FR 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.

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

Compliance with the Participant's obligations is subject to the application of financial penalties set out in Annex 1 to the Notice of Race.

c) Terms for selecting race images

The Participant undertakes to forward the race images due by way of entry fees in the Notice of Race in accordance with the terms laid down for all race images *during the race* and *after the race*.

From all the visual and audiovisual content approved in consultation with the Organising Authority and the Participant in accordance with Section VI) A) 2) of this Annex and comprising the race image bank, the Organising Authority will select the content to be used as payment in kind of the entry fees.

It is stipulated that the Organising Authority **will make this selection each Monday at 1pm French time.**

B – Live videos

The skipper undertakes to do live videos with the Organising Authority at least once a week throughout the race.

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 the Ektacom 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.

The list of skippers asked to participate in these live video feeds will be emailed the evening before the live broadcast to skippers themselves and their communication contact via race management to confirm the intention to do a live video feed with skippers.

Among these Lives, some will be organized in the context of Press events with Medias taking place on Thursday 14/11, 28/11, 12/12, 26/12, 09/01, 23/01, from 10:00 AM to 11:00 AM, at the Musée de la Marine in Paris (17 Place du Trocadéro et du 11 Novembre, 75116 Paris).

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;
- Their sponsors on their own social networks, without having to notify the Organising Authority;
- With their families and friends without having to notify the Organising Authority.

It is understood that the Skipper is required to record audiovisual content of live videos on behalf of the Organising Authority, using themes, subject compositions, view angles, sequences and treatments defined by the Organising Authority.

C – Texts and audio

The Organising Authority will set up video and/or audio sessions with the Skippers during the race who will commit to the following availabilities:

- Between 8:30 AM and 10:00 AM (UTC): video or audio session in French & in English with 4 Skippers.

Sessions will be recorded by video or audio via Ektacom system (or equivalent solution).

- Between 11:30 AM and 12:00 AM (UTC) for the LIVE show in French and between 13:30 PM and 14:00 PM (UTC) for the English LIVE.

To enable Skippers to send messages on board, the Organising Authority will set up a WhatsApp group for each Team, displaying the name of the Team, the sailor's face on the profile picture including:

- The Skipper,
- The Team's communication staff,
- The Organisation communication teams.

The Organising Authority will send written requests to the Skippers via this WhatsApp group in the evening. The Skipper will have to answer during the night, before 5:00 AM (UTC).

The Organising Authority strongly encourages the Skippers to share their race by “vocal and written messages” via WhatsApp in this same group, all along the race.

The list of the requested Skippers (sessions, live shows, WhatsApp questions) will be communicated the day before, prior to 7:00 PM (UTC) to the Skipper himself and to his Communication Referee by email via the Race Direction.

The times provided are an estimate and are subject to change by amendment.

VII – Day of Arrival

A – General

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

The Organising Authority has therefore drawn up Arrival protocols to make this an incredible moment for the skippers, their relatives and teams while enabling their communities, 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 questionnaire is sent to the Team Manager, and then a meeting is set up between the Organising Authority and the Team approximately 48 hours before the skipper’s arrival. These meetings may be shared between teams if teams arrive simultaneously or very closely.

1) Winner's arrival

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

The Organising Authority uses the latest generation communication resources, on a par with the major international events, to ensure that the quality and reliability of the Vendée Globe matches its reputation.

The Organising Authority will make the live broadcast for the winner’s arrival.

The Organising Authority implements a strategy based on the distribution of non-exclusive multiplatform rights for TV broadcasting of the Vendée Globe, 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 the Participant to mobilise their community on its communication media.

2) Arrival of other skippers

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

The Organising Authority uses the latest generation communication resources, on a par with the major international events, to ensure that the quality and reliability of the Vendée Globe matches its reputation.

The Organising Authority will work actively with the Participant to organise the live digital feed of the skipper’s arrival and to mobilise its community and that of the Participant on its social media.

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.

B– Protocol for the day

The protocol for the Arrival Day will be forwarded to participants in good time by the Organising Authority, no later than the day **10 January 2025**.

Participants undertake to abide by this Arrival Day protocol as subsequently defined by the Organising Authority after consultation with various stakeholders.

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).

However, to maintain the authenticity of this high point and skippers' emotions, under no circumstances may Skippers film these live feeds on the Arrival Day. Anyone doing so will incur a financial penalty (see Annex 3 to Notice of Race).

D – On board the IMOCA

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

Each Participant undertakes to embark **a maximum of 4 of the Organising Authority's service providers** (camera operator, journalist, photographer, Community Manager) on board their IMOCA **for an exclusive** after having crossed the finish line or in the harbour where 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 Lives signal on board the IMOCA to offer immersive shots for the live Arrival.

Participants are therefore required to activate their Ektacom link before passing the finish line starts to enable the Organising Authority to use these shots during the live Arrival.

The related telecommunication costs are payable by the Participant but can be included in the telecommunication costs reimbursed by the Organising Authority.

3) Promotion of attributes related to the finish of Vendée Globe 2024

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. Upon agreement of NEFSEA Production, the Skippers will be able to provide these files via a *wetransfer* type solution.

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 another port after retiring**. Upon agreement of NEFSEA Production, the Skippers will be able to provide these files via a *wetransfer* type solution.

The skipper will also hand over **all images not sent during the race to the Organising Authority. Of these images, the Organising Authority reserves the right to select:**

- Ten (10) photographs.
- Ten (10) minutes of video images (sequence shots or pre-edited video images) in file mode.
 - Files UHD .mp4 or .mov in 25 images / second ;
 - Codec : H264 (330mbs), H265 (330mbs), ProRes (880mbs) ;
 - Image size : 3840x2160 (UHD) ;
 - Audio AAC/mp3 – 48kHz ;

Visual and audiovisual content selected by the Organising Authority are transferred to the Organising Authority’s image bank and therefore become the property of the Organising Authority.

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

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

VIII – Exploitation rights and images of the Vendée Globe

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 ancillary events. Consequently, holders of agreements of photographic coverage and audio-visual coverage, their personnel and sub-contractors, the Partners of Vendée Globe, their personnel and sub-contractors work as technical operators, and cannot

therefore claim any right of ownership with regard to, inter alia, the images, texts and sound 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 media produced as part of the event.

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

- The phrase “Vendée Globe”, on its own or followed by a year;
- Vendée Globe logos and figurative and semi-figurative marks and brand names related to Vendée Globe 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 Globe 2024”, “VG2024”;
- 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 Globe property:

- Vendée Globe
- Vendée Globe 2024
- #VG
- #VG2024
- etc.

The above visuals are subject to change and may be supplemented. Any modification will be notified to participants through their communication contacts.

2) Marks of the Organising Authority

The Vendée Globe marks form an integral part of the Property of Vendée Globe.

SAEM Vendée is the holder of the following marks:

- The **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;

- The **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;
- The **EU word mark filed** “Vendée Globe” filed on 29 April 2002 and registered on 6 May 2004 under number 002 678 209 in classes 03, 08, 09, 11, 14, 16, 18, 21, 25, 28, 34 and 38 on 29 April 2002;
- The **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;
- The **semi-figurative mark (thumbnail)** “Vendée Globe” registered in the United Kingdom under number 009 887 353 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 34, 38 and 41 on 19 October 2005;
- The **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:

- The **word mark** “Vendée-Arctique-Les Sables d’Olonne” filed in the **European Union** under number 018549155 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41;
- The **word mark** “Vendée-Arctique-Les Sables d’Olonne” filed in the **United Kingdom** under number 3706917 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41;
- The **word mark** “New York Vendée” filed in the **European Union** under number 018571728 in classes 03, 08, 09, 11, 12, 14, 16, 18, 21, 25, 28, 29, 30, 32, 33, 34, 38 and 41;
- The **word mark** “New York Vendée - Les Sables d’Olonne” filed in the **United Kingdom** under number 3706930 in classes 03, 08, 09, 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:

- The **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 Globe images

1) Skipper’s 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, within the limit of what is necessary for the promotion of 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 images (in the widest meaning of the term) of the competition, 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 in 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 pre-race images transferred by way of entry fees

Pre-race images, understood to mean all images, photographs, visuals and videos, regardless of the media or technical arrangements for capture and broadcast and selected by way of entry fees, are transferred to the pre-race image bank and therefore become the property of the Organising Authority.

The Participant warrants to the Organising Authority that all pre-race images forwarded to it by way of entry fees are free from any right or claim. In this regard, it is understood that the Participant is only required to take pre-race images of him/herself under the terms of the Notice of Race, using themes, subject compositions, view angles, sequences and treatments determined and selected by the Organising Authority under the terms of this Annex.

The Participant undertakes to ensure that any pre-race images taken as required by the Organising Authority under the terms of Article 8 of the Notice of Race are taken by professionals (photographer,

photography agency, PR agency, etc.) paid by him or her or one of his or her sponsors and that the contract appointing said technicians will effectively specify as follows:

- That the work undertaken (by the technicians, their staff or sub-contractors) is done in their capacity as a technical operator;
- That they cannot therefore claim any right of ownership with regard to the images, photos, videos, texts, sound, etc. in which they have not participated as authors, co-authors, producers or co-producers.

3) Legal nature of race images transferred by way of entry fees

All visual and audiovisual content approved in accordance with section VI) A) 2) of this Annex but not selected by way of entry fees remain the property of the Participant (Participant's image bank).

Visual and audiovisual content selected by way of entry fees are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority.

4) Legal nature of unsent post-race: images forwarded to the Organising Authority

All visual and audiovisual content forwarded to the Organising Authority in accordance with section VII) E) of this Annex but not selected by the Organising Authority by way of entry fees remain the property of the Participant (Participant's image bank).

Visual and audiovisual content selected by the Organising Authority by way of entry fees are transferred to the Organising Authority's image bank and therefore become the property of the Organising Authority.

C – Use of the exploitation and image rights for the Vendée Globe

1) General principles

To ensure that the Organising Authority is able:

- To promote 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 all visual and audiovisual content** (photographs, sound, videos, etc.) contained in their own race image bank, i.e. all images approved in the process described in Section VI, A, 2) hereof.

The Organising Authority the Participant grants a licence to use and exploit content from:

- **Its pre-race image bank and race image bank supplied by said participant by way of entry fees;**
- **Visual and audiovisual content produced by the Organising Authority before the race and at departure and finishes;**

The terms for the licences defined above are as follows:

2) Payment in kind of entry fees - Notice of Race rules

As stipulated in Article 8.2.1.2 Entry fees in kind of the Notice of Race:

8.2.1.2 Entry fees in kind

8.2.1.2.1 Pre-race image bank

Fixed entry fees in kind are remitted by the participant to the Organising Authority via the assignment of a pre-race image bank comprising the following:

1. Ten (10) photographs including at least the following:

- One (1) half-length front view portrait (face and upper body) of the skipper wearing his/her official team apparel;
- One (1) full-length front view photo portraying the Skipper at the dockside wearing the official team apparel along with his/her boat displaying all official race brandings;
- Two (2) action photos 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.)
- One (1) photo of the boat, port and starboard, displaying the various official race brandings (dodgers visible, brandings visible in the sails, flags visible, etc.);
- One (1) photo of the boat under each point of sail (upwind, downwind, reaching, etc.), taken at sea from a motorboat and from the air by drone and/or helicopter.

2. Ten (10) minutes of video images broken down as follows:

- Two (2) minutes of “behind the scenes” images (skipper’s physical preparation, yard work, launch, measurement testing, team at work, etc.);
- Three (3) minutes of on-board images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind);
- Five (5) minutes of aerial images in all weather conditions (light wind, medium, windy) and on different points of sail (upwind, downwind).

The nature, subject and composition of these images and the temporal, material and technical arrangements for transmitting photographic and video images comprising the pre-race image bank are laid down in Annex 1 “Marketing and Multimedia”.

Fixed entry fees in kind are non-refundable, including in the case of withdrawal or if the race is postponed or cancelled.

8.2.1.2.2 Race image bank

Variable entry fees in kind are remitted by the Participant to the Organising Authority via the transfer of a race image bank whose volume and nature depend on the length of the participant’s participation in the race.

This means that the Participant must transfer the following to the Organising **Authority** up to his or her finishing the race, disqualification or withdrawal:

- Two (2) photographs per week throughout the race;
- Two (2) minutes of video images (sequence shots or pre-edited video images) in file mode one (1) time a week.

The nature, subject and composition of these images and the temporal, material and technical arrangements for transmitting photographic and video images captured during the race and assigned to the Organising **Authority** by way of entry fees are laid down in Annex 1 “Marketing and Multimedia”.

8.2.1.2.3 Post-race image bank

These variable entry fees in kind are supplemented via the assignment of a post-race image bank.

This means that the Participant must transfer race images to the Organising Authority upon his or her arrival at the finish line, disqualification or withdrawal:

- Ten (10) photographs not sent during their race;
- Ten (10) minutes of video images (sequence shots or pre-edited video images), not sent during their race – in file mode.

The nature, subject and composition of these images and the temporal, material and technical arrangements for transmitting and approving post-race images assigned to the Organising **Authority** by way of entry fees are laid down in Annex 1 “Marketing and Multimedia”.

8.2.1.2.3 Images assigned by way of entry fees are granted free of any right or claim and the Participant will indemnify the Organising Authority against any claim by third parties. The images are assigned worldwide and exclusively for as long as the intellectual property rights enjoy legal protection. The assignment includes all rights of reproduction, representation, adaptation and economic exploitation, without exception.

The reproduction right includes the right to reproduce the images assigned by way of entry fees 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 assigned by way of entry fees 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 or 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.

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 part of the images assigned by way of entry fees, in linear or interactive mode, enabling reconstitution of said 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 promote the race and/or demonstrate their 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. It may make them freely available to media and use them

freely in its elements of presentation and on any media, to publicise its activity and/or its current and future partners.

The right of economic exploitation includes in particular the right for the Organising Authority to use the images assigned by way of entry fees as follows:

- Promote activities of the Organising Authority 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;
- Promote 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;
- Grant or assign the economic exploitation rights to third-party partners (including sponsoring contracts and agreements with VOD platforms);
- Purchase any advertising space on its own behalf or that of its partners.

All assignments relating to the payment of entry fees are granted in relation to the Participant's application and in consideration of the publicity acquired by their participation in the race. Consequently, 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 images assigned.

In the event of a contradiction between the above article (VI, C, 2) and that mentioned in the Notice of Race, the Notice of Race shall prevail.

3) 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 race image bank once this is added at the end of the process detailed in VI), A), 2), c) of this Annex.

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 title partners, major partners or official partners as well as official race suppliers in order to promote the race and/or demonstrate their collective 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. It may make them freely available to media and use them freely in its elements of presentation and on any media, to publicise its activity and/or its current and future title, major and official partners as well as official race suppliers.

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

- Promote activities of the Organising Authority and of 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;
- Promote 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 VII), C), 6) of this Annex;
- Grant or assign the economic exploitation rights to third-party partners (including sponsoring contracts and agreements with VOD platforms);
- Purchase any advertising space on its own behalf or that of its partners.

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. Beyond this deadline, 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.

4) Usage and exploitation licences in favour of the participant

The Organising Authority grants the Participant a licence in relation to the rights of **reproduction, representation, adaptation and secondary use** for content in its pre-race image bank and to visual and audiovisual content produced by the Organising Authority **before the race and at departure and finishes**. Furthermore, as soon as the Organising Authority acquires the visual and audiovisual content comprising its pre-race image bank and race image bank provided by way of entry fees, **the Organising Authority automatically grants the Participant concerned a licence in relation to the rights of reproduction, representation, adaptation and secondary use.**

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

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 Globe or its partners.

Secondary rights include in particular the right for Participants:

- To promote 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 in any non-media operation (sponsorship activations, internal communication, etc.).

However, the licences granted by the Organising Authority **do not authorise the Participant to make free use of the race images on long-term media** such as:

- Books published with a publishing house for general public distribution.
- Official films, official documentaries, TV documentaries, series, trailers, clips broadcasting in cinemas, 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.

For this type of use, the Participant must explicitly notify the Organising Authority providing details of the project.

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

The licences only apply to the recounting of the skipper's participation in the Vendée Globe 2024, 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 indicated that if the Participant wishes to use, in any way whatsoever, the images and audiovisual sequences handed over by other Participants in the race, they will submit any necessary request personally to the rightholders and to the persons concerned (particularly with regard to image rights).

The licences granted by the Organising Authority to the Participant are time-bound. They expire at the end of the Vendée Globe period as defined in this Annex. After that date, all the images concerned are considered the archives of the Vendée Globe. Any use thereof must be expressly and specifically authorised by the Organising Authority, it being understood that the media produced during the race by Participants may remain published as is (re-use in another form or medium requires authorisation by the Organising Authority).

D – Charter for use of distinctive signs of the Vendée Globe

SAEM Vendée has the monopoly of use for the distinctive signs of the Vendée Globe. 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 brands 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 hashtags:
#VendeeGlobe et #VG2024

 - Any use is subject to approval in writing by the Organising Authority
- #VendeeGlobe
 - #VG2024

For use of the competitor logo, the Organising Authority grants the Participant a 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



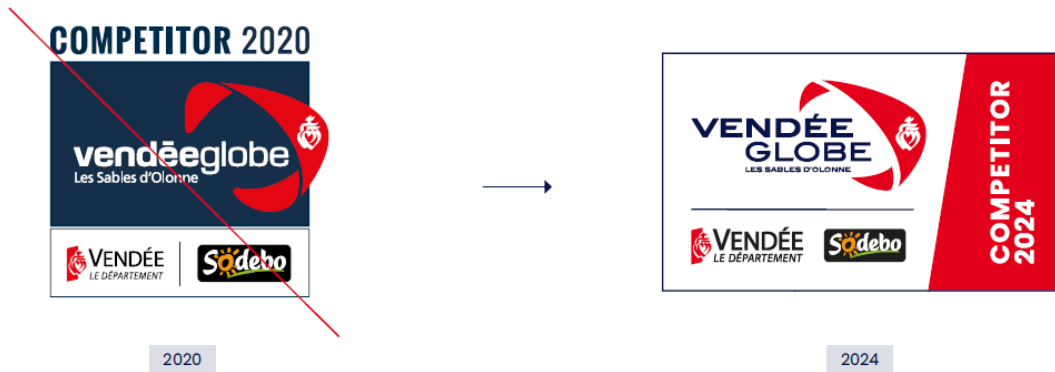
- Vendée Globe
- Vendée Globe 2024
- Etc...

- Use of other Vendée Globe property for communication by Participants

- **EXCEPTION:** use of the term Vendée Globe may be authorised subject to the Organising Authority's express approval

Brand Block usage Rules:

COMPETITOR BRAND BLOCK EVOLUTION



The 2020 Competitor Brand Block must be replaced by the 2024 Competitor Brand Block.
The brand block must be used for all media.

There is only one version with a white background, a red cartouche and a blue border all around.

COMPETITOR BRAND BLOCK STRUCTURE & RULES OF USE



The different elements that form the Competitor's Brand Block cannot be modified and are indissociable.
The Brand Block must respect precise alignments to ensure good legibility for each of the partner logos.
The spacing (equivalent to the height (B) or width (A) of the Vendée « V ») must be respected.

COMPETITOR BRAND BLOCK PROTECTION ZONE & MINIMUM SIZE



A protection zone equal to the width of the Vendée Globe « V » is defined around the Competitor Brand Block in order to guarantee its integrity and legibility. It is therefore forbidden to place text or a logo in this space.



To ensure that the Competitor Brand Block is easy to read, it must be at least 52 mm wide minimum.

COMPETITOR BRAND BLOCK COLORS



BLUE

CMYK 100/95/0/60
RGB 7/20/75
HEX #07144B
PANTONE 2756C

RED

CMYK 0/100/100/0
RGB 226/0/26
HEX #E20E17
PANTONE 485C

BLACK

CMYK 0/0/0/100
RGB 26/23/27
HEX #1D1D1B
PANTONE PROCESS BLACK C

ORANGE

CMYK 0/48/95/0
RGB 243/153/16
HEX #F49712
PANTONE 137C

GREEN

CMYK 50/0/100/0
RGB 151/191/13
HEX #96C1F
PANTONE 376C

COMPETITOR BRAND BLOCK MONOCHROME



BLUE
CMYN 100/95/0/60
RGB 7/20/75
HEX #07144B
PANTONE 2756 C



RED
CMYN 0/100/100/0
RGB 226/0/26
HEX #E20E17
PANTONE 485C



BLACK
CMYN 0/0/0/100
RGB 26/23/27
HEX #1D1D1B
PANTONE PROCESS BLACKC

On some materials requiring a limited number of colours, such as textile markings, the Competitor's brand block may be used in a monochrome variant.

It must be used in blue, red or black.

COMPETITOR BRAND BLOCK PROHIBITED USES

Non-exhaustive list.



Do not use a coloured background.



Do not change the colour of the red sidebar.



Do not change the layout of the logos.



Do not resize the logos.



Do not change the logo hierarchy.



Do not deform the Competitor Brand Block either horizontally or vertically.

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 for the Vendée Globe 2024, to sell products bearing the logo Vendée Globe alongside their brand.

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

- **The race logo for the Vendée Globe**, 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 Globe.
- **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 require the destruction of unapproved products.

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 Globe:

- The Participant must **submit** a fact sheet detailing the production of any derivative product using visual or audiovisual content by email to SAEM Vendée **for approval**, referring to its participation in the Vendée Globe, whether such content was granted to it by the Organising Authority or belongs to it;
- The AO must respond to the approval request within a reasonable period.

b) Product sales inside the village

The **Organizing Authority** authorises as per the current annex, any participants to the Vendée Globe 2024, as well as his sponsors, **to sell products inside the village by respecting the following conditions:**

- As per "Vendée Globe" derivative products that are directly or indirectly in competition with products of the official shop (ex.: textile, accessories, etc.), the participant shall purchase them exclusively from the official license holder of the Organising Authority;
- Any sales project of the participant and/or his sponsors must be declared and validated by the **Organizing Authority**;
- The participant and / or his sponsors will be able to sell their products only on their booths and under no circumstances on any other spaces in the village nor by strolling around.

In any other cases, the Authorizing Authority shall forbid any product sales inside the village.

The participant will face financial penalties in case he does not obey by the obligations listed above and will have to withdraw immediately his products from being sold (Cf. NoR Annex 3).

c) Skipper apparel

The Organising Authority hereby authorises any Participant, whether an applicant or definitively registered for the Vendée Globe 2024, to affix the logo Vendée Globe 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 Globe logo in co-branding must be approved in advance by the Organising Authority.

Commercialisation/ Merchandising

Autorisations.

La SAEM Vendée autorise les participants d'un bateau candidat/ inscrit à vendre des produits portant le logo course Vendée Globe (avec le logo du participant en co-branding) sous la condition stricte que les produits commercialisés soient des produits achetés au Licencié officiel de la marque.



Commercialisation/ Merchandising

Interdits.

L'utilisation du nom
« Vendée Globe »
et ses dérivés « #VG2024 »
est **strictement interdite**
sur des produits vendus.



L'utilisation du bloc
marque concurrent est
strictement interdite
sur des produits vendus,
sauf à contracter une
sous-licence avec la
SAEM Vendée.



9

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 involving images owned by it under the Notice of Race and this Annex, a distinction is drawn between use of individual images and of collective images.

- **Collective images:** visual or audiovisual content portraying five (5) or more skippers and/or five (5) or more IMOCA boats. For these images, the Organising Authority, which does not require any prior approval for the design, production, distribution and/or marketing of the relevant derivative products, undertakes to respect the image rights of each skipper as a natural person, in accordance with the provisions of section VII, B, 1) of this Annex. It is stipulated that collector albums are considered derivative products using collective images.
- **Individual images:** visual or audiovisual content portraying five (5) or fewer skippers and/or five (5) IMOCA boats. For these images, the Organising Authority undertakes to respect the following specific requirements:
 - The Organising Authority must submit a fact sheet detailing the production of any derivative product using an individual image by email to the Participant's (or Participants') communication contact for approval;
 - The Participant(s) 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 to 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** made through the sale of any derivative products using collective and individual images to a common pot that it will share equally among all Participants of the Vendée Globe 2024 edition, at the end of the Vendée Globe period.

b) Exploitation of images by partners of the Organising Authority:

In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority involving images owned by the Organising Authority under the Notice of Race and this Annex, no distinction is made between the composition of images, which are in principle all individual.

Where production, distribution and/or marketing of **derivative products** is done by a partner of the Organising Authority:

- Said partner must submit a fact sheet detailing the production of any derivative product using 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 concerned, the partner concerned is entitled to consider its request approved.
- The partner and the participant **will negotiate** the payment terms between themselves.

2) With content from the Participant's image bank granted to the Organising Authority

In relation to the production and the distribution and/or marketing of **derivative products** by the Organising Authority and/or its partners involving images to which it holds a licence under VII), C), 2) of this Annex, no distinction is made between the composition of images, which are in principle all individual.

a) Exploitation of images by the Organising Authority:

Where production, distribution and/or marketing of **derivative products** is done by the Organising Authority:

- The Organising Authority must submit a fact sheet detailing the production of any derivative product using 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** made through the sale of any derivative products using collective and individual images to a common pot to be shared equally among all Participants of the Vendée Globe 2024 edition, at the end of the Vendée Globe period.

b) Exploitation of images by partners of the Organising Authority:

Where production, distribution and/or marketing of **derivative products** is done by a partner of the Organising Authority:

- Said partner must submit a fact sheet detailing the production of any derivative product using 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 concerned, 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

The penalties are listed in Annex 3 to the Notice of Race.

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 or 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 header to this Annex for the Organising Authority and in their application for 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 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 OBLIGATORY brandings on IMOCA boats



**VENDÉE GLOBE
& NEW YORK VENDÉE
2024**

Marquage Babord



**cognard
visuel en cours**

- ① Gréement classique
- ② Gréement avec out rigger

Appendix 2 - Master drawing for OPTIONAL brandings on IMOCA boats

