

7 November 2007

**33rd America's  
Cup (2009)  
Competition  
Regulations**

Issued by AC Management SA for  
the 33<sup>rd</sup> America's Cup pursuant to  
Article 17.1 of the Protocol

## TABLE OF CONTENT

1.	INTRODUCTION .....	3
2.	INTERPRETATIONS .....	3
3.	EVENT SCHEDULE .....	4
4.	RACE AREAS & COURSE .....	5
5.	THE YACHTS .....	5
6.	CONSTRUCTION RESTRICTIONS.....	7
7.	RESTRICTIONS ON NUMBER OF SUPPORT VESSELS .....	8
8.	MODIFICATION TO YACHTS .....	9
9.	TRAINING AND TESTING RESTRICTIONS .....	10
10.	SAIL LIMITS .....	11
11.	21 <sup>ST</sup> PERSON LIMITATIONS .....	13
12.	SHROUDING OF AC90 YACHTS .....	14
13.	OUTSIDE ASSISTANCE .....	14
14.	WEATHER DATA .....	14
15.	RECONNAISSANCE .....	15
16.	PENALTIES.....	17
17.	INDEPENDENT COMPETITORS .....	17
	SCHEDULE 1: 33rd America’s Cup Regatta Format (CR 4.2).....	18
	SCHEDULE 2: Scoring of Trials for Challenger Selection (CR 4.3) .....	20
	SCHEDULE 3: Regulations Particular to Version 5 ACC Yachts .....	22
	SCHEDULE 4: Valencia Race Area (CR 4.1) .....	24
	SCHEDULE 5: MDS Specification (CR 14.1).....	26
	SCHEDULE 6: Class Insignia (CR 5.2) .....	30

# 33<sup>rd</sup> America's Cup (2009)

## Competition Regulations

### 1. INTRODUCTION

These Competition Regulations are published by ACM under the authority of Article 17.1 of the Protocol.

These Competition Regulations apply to an Event planned for 2009 only.

### 2. INTERPRETATION

2.1 **Interpretation:** Words, phrases, and interpretation principles defined in Article 1 of the Protocol shall have the same meaning and application in these Competition Regulations. The following additional terms are used in these Competition Regulations:

- (a) **AC90 Rule** means the ACC Class Rule issued by ACM pursuant to Article 14.1 for AC90 Yachts as amended from time to time and as interpreted by the Measurement Committee;
- (b) **AC90 Yacht** means an ACC yacht that complies with the AC90 Rule;
- (c) **AC90 Surrogate** In relation to **CR 9**, AC90 Surrogate means any high-performance monohull yacht that is between 19 and 31 metres in waterline length;
- (d) **Challenger Sail Off** means a series in the Trials consisting of fleet races to be held between those Challengers which do not progress to the Trials semi final series as set out in **CR 3** and **CR Schedule 2**. The Defender may also compete in this series if he did not progress to the Trials semi final series;
- (e) **Practice Race** means a race organised by ACM at the venue pursuant to **CR 3.6**;
- (f) **Observation Area** means the area defined in **CR Schedule 4** and includes any harbour area (or the Darsena) pursuant to **CR 15**;
- (g) **Secondary Series** means a series in the Trials consisting of two round robins between the Competitors in the Trials semi final series who do not progress to the Challenger Selection including the Defender, to be held concurrently with the Challenger Selection described in **CR 3** and **CR Schedule 2**.

2.2 **Cross Reference:** Unless otherwise specified, reference to “**CR ###**” or “**CR Schedule #**” is a reference to a clause or a schedule in these Competition Regulations. Reference to an Article is a reference to an Article in the Protocol.

- 2.3 **Reference includes amendments:** Reference to these Competition Regulations includes any amendments or additions made to these Competition Regulations in accordance with Article 5.4.

### 3. EVENT SCHEDULE

- 3.1 **Timing and Location:** Pursuant to Article 13.2, the timing and location of the Event will be as follows:
- (a) **2007:** There will be no Qualifying Regattas in 2007;
  - (b) **2008:** There will be two Qualifying Regattas; one to be held in Valencia Spain between 26 June 2008 and 13 July 2008, and a second one to be held in Europe in September 2008;
  - (c) **2009:** The Regatta shall start on 2 May 2009 and shall comprise;
    - (i). Trials;
    - (ii). Challenger Selection;
    - (iii). The Match commencing on 18 July 2009;
  - (d) **CR** Schedule 1 sets out a format for the Event with 9 Challengers and the Defender; and
  - (e) **CR** Schedule 2 sets out the principles governing the format of Event Racing in 2009.

Subject to Article 13.2, all racing in 2009 will take place at the Venue.

- 3.2 **Event Format:** The Event Format shall include the Qualifying Regattas, Trials, Challenger Selection and the Match as described in these Competition Regulations. ACM shall additionally organise the Challenger Sail-Off and the Secondary Series within the Trials for eliminated Challengers and the Defender. The intent of the Challenger Sail-Off and Secondary Series is to prolong Competitors' participation in the Event. The format for the Challenger Sail-Off and the Secondary Series is outlined in **CR** Schedule 2.
- 3.3 **Trials:** The Trials shall include a series of two rounds for all Competitors followed by three semi final rounds for six Competitors to select the final two Challengers and the above-mentioned Challenger Sail-Off and a Secondary Series. The Trials shall also include a Sail-Off for the second and third placed Challengers and any races necessary to break a tie in accordance with **CR** Schedule 2. The schedule of the Trials shall be based on Competitors competing in one race per day. However, the Regatta Director may increase this to two races per day if it is necessary to reasonably maintain the Event Schedule.

- 3.4 **Challenger Selection:** The first and second placed Challengers will race in the Challenger Selection to determine the Challenger for the Match. One point will be awarded for each race win. The first to win four points will be the selected Challenger to meet the Defender in the Match.
- 3.5 **Compulsory Attendance:** Subject to the provisions of **CR** Schedule 2, all Qualifying Regattas, Trials, Challenger Sail-Off, the Challenger Selection, the Secondary Series, and the Match are compulsory for all eligible Competitors unless they have been eliminated in competition or disqualified. The withdrawal from a race or the inability to start shall be reported to the Regatta Director. If ACM or any Competitor files a protest in relation to this **CR** 3.5, the Sailing Jury will determine whether the withdrawal was justified after considering the Regatta Director's report and any evidence from ACM and Competitors. If the Sailing Jury is not satisfied that the reason is sufficient it may determine a penalty in accordance with **CR** 16.
- 3.6 **Practice Races:**
- (a) ACM shall arrange Practice Races at the Venue for AC90 Yachts during periods which include from 13 October 2008 to 30 November 2008, and commencing no later than 16 February in 2009. There will be no Practice Races between 15 December 2008 and 15 January 2009;
  - (b) **CR** 15 will apply as normal;
  - (c) The number of race days per week will be determined by ACM, in consultation with the Competitors Commission, based on the number of teams wishing to participate;
  - (d) Practice Races may be fleet races or match races. If fleet races, they shall be open to any Competitor. If match races, they will be run following a race schedule giving, to the extent possible, equal access to the match races to all Competitors;
  - (e) The general format and schedule of Practice Races shall be determined by ACM, after consultation with the Competitor Commission, and will be published 30 days in advance. The general format and schedule may be altered at any time for any Practice Race after consulting with the affected Competitors;
  - (f) Once the race schedule is published, Competitors shall advise the Regatta Director as early as possible if they are not able to race on any scheduled day;
  - (g) Two Competitors in a match race may mutually agree to cancel the race. If there is no mutual agreement, a Competitor shall give at least 3 days notice in advance of withdrawal from a scheduled Practice Race. If a Competitor fails to give these 3 days notice, the Competitor shall advise the Regatta Director stating the reason for the short notice who may investigate any reason given and report to the Sailing Jury if he believes the reason given was not justified. The Sailing Jury may penalise a Competitor found to have

withdrawn without a fair and reasonable justification. Such penalties may include removal of the privilege to participate in Practice Races;

- (h) The Competitors in a Practice Race shall continue racing, sailing a course intended to win and not engage solely in two-boat testing in the Race Area;
- (i) Facilities provided by ACM for Practice Race shall consist of at least one committee boat to start and finish races, set courses, and a mark boat to set marks.

#### **4. RACE AREA AND COURSES**

- 4.1 **Race Area:** At the Venue, racing shall be held within the areas shown as "North Course Area" and "South Course Area" on the chart shown in **CR** Schedule 4, and for a Qualifying Regatta outside Valencia, as specified in the Notice of Race issued for such Qualifying Regatta.
- 4.2 **Courses:** Courses shall be a windward/leeward course with such length and number of legs as set out in the Notice of Race. The length of any leg will be between 4 and 5 nm with target race duration of approximately 90 minutes. ACM in consultation with the Regatta Director will determine the allocation of Course Areas within the Race Area.

#### **5. THE YACHTS**

- 5.1 **Yachts:** All racing in the Event in 2008 shall be undertaken in Version 5.0 ACC Yachts and all racing in the Event in 2009 in AC90 Yachts.

All regulations relating to Version 5.0 ACC yachts are detailed in **CR** Schedule 3.

#### **5.2 AC90 Class Insignia, Sail Numbers and National Letters:**

- (a) The Class Insignia for AC90 Yachts shall be the Insignia of the America's Cup as depicted in **CR** Schedule 6. This Insignia shall not be altered. This Insignia shall be 2.5 m high and shall be placed back to back on the mainsail with the "pouring lip" side of the America's Cup closest to the luff of the mainsail;
- (b) The AC90 Class Insignia shall only be used on AC90 Yachts of all Competitors;
- (c) All Competitors shall remove the Class Insignia from the mainsail upon ceasing to be a Competitor for the America's Cup, and prior to selling, leasing or otherwise parting with possession of a mainsail to a third party who is not a Competitor and licensed to use the Class Insignia by ACM. This obligation shall continue beyond a Competitor's involvement in America's Cup competition;

- (d) Sail numbers and national letters shall be carried on the mainsails as specified in the AC90 Rule.

## 6. CONSTRUCTION RESTRICTIONS

### 6.1 Limiting the Number of AC90 Yachts

- (a) Each Competitor who has entered prior to 15 December 2007 may build, acquire, be deemed to have built, or otherwise obtain a maximum of two AC90 Yachts provided the first AC90 Yacht is launched on or before 1 November 2008;
- (b) The Sailing Jury may on application by a Competitor grant an extension of time for a Competitor if the Technical Director reports that the first AC90 Yacht of that Competitor has suffered an accident causing serious damage during construction or transportation which is unable to be repaired prior to 1 November 2008;
- (c) Each Competitor who has entered after 15 December 2007 may build, acquire, be deemed to have built, or otherwise obtain one AC90 Yacht.

### 6.2 **Restrictions to reinforce the two AC90 Yacht rule:** In order to give full effect to the intent of this **CR 6**, the following provisions shall apply:

- (a) The building, acquiring, or obtaining of an AC90 Yacht or a yacht capable of being measured as an AC90 Yacht shall be deemed to be the acquisition of an AC90 Yacht;
- (b) Once a Competitor has been allocated, or should have been allocated under the AC90 Rule the maximum permitted number of sail numbers, no further sail numbers may be allocated to that Competitor;
- (c) If the first AC90 Yacht of a Competitor is not launched before 1 November 2008, and an extension to this date has not been granted, that Competitor may not sail a second AC90 Yacht before the end of the Match.

### 6.3 **Design and performance information not to be shared:** Subject to the other provisions of this **CR 6**, Competitors, including through the assistance of third parties, shall not share or exchange design or performance information.

- (a) This restriction shall not apply to design and performance information which may be gleaned from ACM Racing as permitted in these Competition Regulations;
- (b) Nothing in this **CR 6** shall prevent a supplier to two or more Competitors from disclosing improved construction methods or technology developed solely by the supplier provided the designs, methods or technology developed by the Competitors since July 3 2007 are not disclosed or exchanged.

- 6.4 **Use of past acquired skills, knowledge and information:** Nothing in these Competition Regulations shall prevent any person, subject to any legal obligations relating to confidentiality, intellectual property or otherwise owed to any third party, from using the benefit of their experience, knowledge and skills gained in the design and construction of yachts. Any information developed prior to the last race of the 32<sup>nd</sup> America's Cup Match lawfully available to any person may be used in the design, construction and assembly of an AC90 Yacht.
- 6.5 **Acquiring AC90 Yachts and / or Components:** No Competitor may possess or acquire by purchase, borrowing, hiring, leasing, chartering, bailment, legal process or by any other means, an AC90 Yacht from another Competitor or former Competitor or any plans, specifications, design information, performance information, hulls, mast, sails, appendages or equipment except equipment which is commonly commercially available to all Competitors and has not been designed by a Competitor under the meaning of Article 1.1(p) since 3 July 2007.
- 6.6 **Size limitation for models:** Any scale model or scaled down version of an AC90 Yacht which is greater than one-third of the size of an actual AC90 Yacht is deemed to be an AC90 Yacht for the purposes of this **CR 6** and shall be deemed to have been allocated a sail number under the AC90 Rule.
- 6.7 **Anti-avoidance:** Any agreement, arrangement or understanding, whether legally enforceable or not, by one person or entity (in this paragraph "the first person"), whether then a Competitor or not, with any other person or entity (in this paragraph "the second person") such that the first person will obtain, from actions of the second, the benefit of ownership of more yachts than is permitted by these Competition Regulations for use in the first person's program of design, development or challenge, is prohibited.
- 6.8 **Use of patented products:** Use of a design or process in the construction of the Hull, appendages, spars and sails for which a patent has been granted or is pending is prohibited unless the design or process is available to all Competitors on similar commercial terms.

## 7. RESTRICTIONS ON NUMBER OF SUPPORT VESSELS

- 7.1 **Number of Support Vessels:** A Competitor shall not use simultaneously more than six vessels supporting sailing operations at the Venue, including chase boats, tenders, weather boats and utility boats, but not including Version 5.0 ACC Yachts, AC90 Yachts, other yachts used for team training, vessels used for team recreation, or other vessels for media, sponsor, or spectator purposes. However, a Competitor may use a seventh support vessel strictly for ferrying equipment and/or personnel between the shore and sailing operations afloat, and in a genuine emergency there are no restrictions.
- 7.2 **Size of Support Vessels:** In addition to **CR 7.1**, any Competitor support vessel allowed in the course diamond to support the Competitors AC90 Yacht while racing in the Event shall be a substantially open boat with overall length no greater than 15m.

- 7.3 **Support Vessels outside the venue:** Competitors shall not use more than two support vessels supporting sailing operations at the location of Qualifying Regattas held outside Valencia, and neither such support vessel shall have any wind measurement equipment installed at the location of such Qualifying Regattas.

## 8. MODIFICATIONS TO AC90 YACHTS

- 8.1 **Purpose and intent:** The purpose of this **CR 8** is to allow AC90 Yachts to be reshaped in a cost effective manner.
- 8.2 **No limits before launch:** An AC90 Yacht is deemed to be completed on its launching date, being the date it is first floated in the water for any reason. There is no limit on modifications that may be made to an AC90 Yacht before it is completed.
- 8.3 **Original rule legal Hull laminate:** The “Original rule legal Hull laminate” for an AC90 Yacht shall be as the rule legal Hull laminate was on completion of the Yacht.
- 8.4 **Limits after launch:** Competitors may modify the hull of one AC90 Yacht by a maximum of 50% of the Original rule legal Hull laminate. If the total of all such modifications to a yacht exceeds the permitted limits set out in this **CR 8**, then the yacht shall be deemed to be a new yacht for the purposes of **CR 6**.
- 8.5 **Lines plan of AC90 Yachts:** Upon completion of an AC90 Yacht, a Competitor shall provide the Technical Director with lines plans in the form, scale and with the detail required by the Technical Director, this will include the Hull surface and the surface of the Original rule legal Hull laminate.
- 8.6 **No limits on modifications of decks:** There is no limit on modifications that may be made to any yacht’s deck or cockpit surfaces.
- 8.7 **No limits on shape changes with fairing materials:** There is no limit on shape changes to a Hull that may be achieved by the use of fairing materials over a rule legal Hull laminate, nor shall these be considered to be modifications.
- 8.8 **Technical Director to approve modifications:** No modifications shall be made to the rule legal Hull laminate of an AC90 Yacht after it is completed without the written approval of the Technical Director. The Technical Director is empowered to give approval after a modification is commenced where the terms of **CR 8** have otherwise been complied with and the Technical Director is satisfied failure to obtain approval was through inadvertence.
- 8.9 **Approval procedure:** The following procedure shall apply:
- (a) The Competitor shall provide the Technical Director with plans of the proposed modifications showing the cut lines of the Original rule legal Hull laminate and physical reference points (such as bulkheads) in respect of each proposed modification. The Technical Director shall then calculate both:

- (i) the modification in the Original rule legal Hull laminate resulting from the particular proposed modification; and
  - (ii) the new aggregate of all modifications including this proposed modification.
- (b) The Technical Director shall advise the Competitor in writing of these calculated values;
  - (c) The Technical Director may inspect the yacht at anytime during modification to ensure conformity with the plans provided in **CR 8.9 (a)**.

#### 8.10 **Access to information**

- (a) The Technical Director shall be provided with any additional information he requests and believes is necessary to determine whether the modification is permitted;
- (b) The Technical Director shall hold all plans provided under **CR 8** in the strictest confidence, and such plans shall normally be stored for safe keeping in a recognised safety deposit facility or filed in an electronic form protected by an appropriate security encryption.

8.11 **Repairs and Movement of Appendages:** A repair, approved by the Technical Director, which returns the yacht to its configuration before sustaining damage, shall not be considered a modification. The movement, replacement or installation of an appendage or fitting, approved by the Technical Director, which requires a modification to the Original rule legal Hull laminate, shall not be considered a modification, providing that the overall fair body shape of the Hull surface is not altered.

### 9. **TRAINING AND TESTING RESTRICTIONS**

9.1 **Purpose and Intent:** The purpose and intent of this clause is to reduce the costs of Competitors to compete for the America's Cup, and to give all Competitors an equal opportunity for training and testing.

9.2 **Restricted Periods:** No Competitor shall undertake any sailing activity in an AC90 Yacht during the following periods:

- (a) 03 August 2008 to 07 September 2008;
- (b) Any Qualifying Regatta held in 2008 for 14 days prior to the last scheduled day of the Qualifying Regatta.

9.3 **No Two Boat Testing:** No Competitor shall:

- (a) Sail more than one AC90 Yacht or AC90 Surrogate, simultaneously; or

- (b) Tow or sail more than one AC90 Yacht outside the harbour adjacent to the waters where the Competitor is training or racing; or
  - (c) Sail an AC90 Yacht in training or racing with another AC90 Yacht or AC90 Surrogate.
- 9.4 **Exemption:** Competing in any Practice Race or the Event with one yacht does not infringe **CR 9.3 (c)**.
- 9.5 **Use of AC90 Surrogates:** An AC90 Surrogate shall not be used for training or for testing and development of rigs and sails for an AC90 Yacht, except that a Competitor may prepare and race an AC90 Surrogate in a regatta subject to the following conditions:
- (a) The sailing preparation period should not be longer than the period of the regatta;
  - (b) The regatta shall have at least 2 other competitors who are not Competitors in the Event;
  - (c) The regatta shall be accredited by ISAF, a Member National Authority of ISAF or any of its member yacht clubs;
  - (d) The regatta shall be run under an internationally recognised class rule or handicapping system; and
- 9.6 **Sailing Jury Ruling:** Any Competitor in doubt as to compliance with **CR 9.5** shall seek a ruling from the Sailing Jury in respect of any proposed sailing of an AC90 Surrogate.
- 9.7 **AC90 Surrogate permitted for a one boat campaign:** A Competitor who declares to the Technical Director that it will only build one AC90 Yacht may use an AC90 Surrogate for training and for testing and development of rigs and sails for an AC90 Yacht. By doing so, this Competitor shall lose any entitlement to build a second AC90 Yacht. All other **CR** clauses shall apply to such AC90 Surrogate as if it were an AC90 Yacht.
- 9.8 **Start of Limitations:** Any sailing activities carried out before 15 December 2007 shall not be governed by the provisions of **CR 9**.
- 10. SAIL LIMITS**
- 10.1 **Sail Limits for Registered Sails:** AC90 Yachts may only sail with sails registered in accordance with **CR 10.3**. When constructing or partially constructing a sail for AC90 Yacht, it shall register that sail in accordance with **CR 10.3**. Each Competitor may only register the following sails for AC90 Yachts:
- (a) If a Competitor sails his first AC90 Yacht prior to 1 November 08, he may register 25 sails in 2008;

- (b) If a Competitor sails his first AC90 Yacht prior to 15 December 08, he may register 10 sails in 2008;
- (c) A Competitor may register 45 sails in 2009 provided that this limit may be varied by a Competitor's participation and racing results in the Qualifying Regattas and by any penalty imposed by the Sailing Jury pursuant to **CR 15**;
- (d) A Competitor who has competed in both Qualifying Regattas shall be entitled to 5 additional registered sails in 2009;
- (e) A Competitor who has the highest accumulated score in the Qualifying Regattas in 2008 shall be entitled to a further 2 registered sails in 2009;
- (f) A Competitor who has the second highest accumulated score in the Qualifying Regattas in 2008 shall be entitled to a further 1 registered sail in 2009; and
- (g) An additional 10 sails registered solely for the Match – Competitors shall separately register these sails that shall be identified as AC1 through to AC10. These may be built in anticipation of competing in the Match but can only be used after the last race of the CSS.

10.2 **Sails Declared for Competition:** For racing in the Trials (including the Challenger Sail-Off and the Secondary Series), Challenger Selection and the Match, each Competitor is required to declare which sails will be used. Each Competitor is limited to a maximum of 45 declared sails for the Regatta, from which:

- (a) Each Competitor is limited to a maximum of 35 declared sails for racing in the Trials (including the Challenger Sail-Off and the Secondary Series) and Challenger Selection; and
- (b) In the Match the Defender and the Challenger may use any sails previously declared for the Regatta plus the 10 sails registered for use in the Match.

10.3 **Sails to be registered:** To be eligible for use as set out in **CR 10.1** and **CR 10.2**, a sail must be weighed, measured and registered with the Technical Director as part of the Competitor's sail inventory.

- (a) Prior to the sail membrane being completed the Competitor must declare and identify the sail to the Technical Director, specifying the sail code, the manufacturer, and any identification number supplied by the manufacturer;
- (b) The Technical Director shall allocate a sequential registration number which shall be displayed on each side of each sail when in use and clearly visible from a range of 100m. These numbers shall be placed at the head on mainsails, headsails, and staysails and at the tack on spinnakers;
- (c) The Technical Director will publish on a website and regularly update a list of registration numbers of all sails registered by Competitors for AC90 Yachts.

After a registration number has been issued by the Technical Director and prior to being used, any sail which is damaged or rejected due to a manufacturing fault can be deleted from the Competitor's list of registered sails, and its registration number allocated to a new sail, provided the Technical Director is satisfied that the sail is unusable for competition;

- (d) Competitors may register and declare sails at any time within the limits set out in **CR 10.1**.

**10.4 Modifications to Sails:** A sail with its surface area modified by more than 30% for spinnakers, and 10% for mainsails, jibs and staysails, shall be deemed to be a new sail requiring separate registration. If the total of all such modifications to a sail exceeds the permitted limits set out in this **CR 10.4**, then the sail shall be deemed to be a new sail and issued with a sequential registration number as defined in **CR 10.3**. This new registration remains in effect even if the sail is subsequently returned to its original configuration. Competitors shall notify the Technical Director of any changes to the surface of any sail. This includes repairs which maintain the original shape of a sail within normal stretching, and which would not be considered as modifications.

## **11. 21ST PERSON LIMITATIONS**

11.1 In addition to the number of crew required by **AC90 Rule 38.1(f)**, there may be a 21st person who shall:

- (a) Not contribute to the racing of the yacht other than by the positioning of their weight. Unless otherwise prescribed by the Sailing Instructions, a person with acknowledged technical or tactical skill (yacht designers, sail designers or sailing coaches would be specific, though non-exhaustive examples) shall be considered to be contributing to the racing of the yacht whether or not that person does "contribute to the racing of the yacht" during that particular race;
- (b) Be positioned aft of the yacht's helm and with their torso and legs inboard of a vertical line above the heeled **sheerline**;
- (c) Wear clothing of a colour which distinguishes the 21st person from other members of the crew;
- (d) Not act as a representative of the yacht; and
- (e) Not take video or still pictures except for private use.

11.2 An AC90 Yacht shall carry additional weight such that the total weight of the 21st person fully clothed and any corrector weights is approximately 120kgs. In the event there is no 21st person on board a yacht, that yacht shall carry 120kgs of additional weight. Any corrector weights shall be carried in a fixed location in the **cockpit** which is aft of 25 m aft of the **stem**.

## 12. SHROUDING OF AC90 YACHTS

- 12.1 No exterior part of the **hull** or **appendages** of any AC90 Yacht shall be shrouded or skirted at any time.
- 12.2 The use of protective wrapping during the shipment of any AC90 Yacht, or placing an AC90 Yacht in a building or shelter with a solid floor for storage or to carry out maintenance or modifications, shall not constitute shrouding.

## 13. OUTSIDE ASSISTANCE

- 13.1 A Competitor shall not receive any outside assistance of any kind while racing except the following:
- (a) Receipt of GPS signals, including GPS differential corrections, in respect of its own position, and GPS data of its opponent's position in real time supplied by ACM during racing in the Event;
  - (b) Race committee communications;
  - (c) Umpire communications;
  - (d) "Handshake" signals to operate onboard broadcast equipment and broadcast telemetry equipment;
  - (e) "Handshake" signals to allow collection by a Competitor of its yacht's telemetry information and all GPS data received onboard;
  - (f) Signals and communications to any onboard cameraman from the host broadcaster as part of filming for the television broadcast;
  - (g) Signals from a hand-held laser range-finder as per **CR** 15.1 (j)
- 13.2 **GPS Exchange:** Loss of exchanged GPS data or connection shall not be grounds for redress or protest unless a Competitor intentionally obstructs the receipt of data by its opposing yacht. Competitors shall not provide GPS data obtained while racing to any other Competitor at any time including after elimination from the Event nor shall any Competitor receive any GPS data not collected by that Competitor.

## 14. WEATHER DATA

- 14.1 **MDS Specifications:** Pursuant to Article 15 ACM, shall establish a meteorological and oceanic data collection service at the Venue covering both the Northern and the Southern Course Areas with the specifications set out in **CR** Schedule 5.
- 14.2 **Permitted Weather Data:** A Competitor may receive and use except while racing weather, wind, sea state or sea current data from:
- (a) Any source that is commercially available to all Competitors;

- (b) Competitor's own shore stations and weather boats;
- (c) The Meteorological Data Service.

14.3 **Prohibited Data Sources:** A Competitor shall not at any time receive meteorological data or information from:

- (a) Any form of aircraft, or airborne weather station, which is targeting, transiting or stationary in, the Race Area or its environs;
- (b) Any lidar, sodar or other device capable of measuring wind speed or direction outside a vertical cone in body axes with a semi angle of 30°.

14.4 **Prohibited Instrumentation:** While racing, no Competitor shall carry any device capable of measuring wind speed and/or direction outside a cylinder formed by the yacht's **sheerline** extending to a point 3 meters above the masthead of a yacht.

## 15. RECONNAISSANCE

15.1 **Prohibited activities:**

The Competitors are prohibited from engaging in any of the following activities:

- (a) Any intentional illegal act related to the gaining of information about a Competitor;
- (b) The use of listening devices for eavesdropping;
- (c) The unauthorised entry into any computer system used by a Competitor including the capture, recording or analysis of any data emanating from telemetry, instruments, computers etc, from another Competitor;
- (d) The use of satellites, aircraft (fixed or rotary winged), and/or other means to observe or record from above another Competitor's AC90 Yacht; except during the Event or with the prior written agreement of such involved Competitors and/or prospective Competitor(s), and in accordance with the terms of such agreement;
- (e) The use of divers, submarines or other means to observe or record another Competitor's AC90 Yacht below or from below the surface of the water;
- (f) Observing or capturing images (photos, videos or by any other means) of another Competitor's AC90 Yacht from areas of the "Veles and Vents" building not open to the general public with the principal intent and purpose to gain design or performance information of an AC90 Yacht;
- (g) Observing or capturing images (photos, videos or by any other means) of another Competitor's AC90 Yacht from another vessel with the principal intent and purpose to gain design or performance information of a AC90

Yacht that is outside the Observation Area, but within 40 nautical miles from the Northern most point of the breakwater of Port America's Cup in Valencia, Spain;

- (h) Observing or capturing images (photos, videos or by any other means) of another Competitor's AC90 Yacht from another vessel with the principal intent and purpose to gain design or performance information of a AC90 Yacht within 250 metres of the Competitor's yacht;
  - (i) The acceptance of any information from a third party that, under this **CR 15**, would have been improper for the Competitor to obtain directly;
  - (j) Tracking any other Competitor's yacht using radar, lidar or any sort of range finding or tracking device apart from the use of shared GPS data and laser range-finders while participating in a race organized by ACM.
- 15.2 **Proximity:** The proximity of another Competitor's vessel to a Competitor's yacht, in compliance with applicable local laws and requirements, or the requirements of ACM or the Race Committee, shall not be, in itself, a breach of **CR 15**.
- 15.3 **No Restrictions:** There are no restrictions on photographers contracted by a Competitor using an ACM accredited helicopter to photograph competing yachts from above during any race forming part of the Event.
- 15.4 **ACM:** ACM may observe and photograph any vessel of a Competitor solely for media, promotional, or commercial purposes no closer than 50 metres from the vessel within the Observation Area. However, except during the Event, Team Photographers:
- (a) Shall not photograph any vessel of a Competitor from onboard an ACM accredited or organised vessel or helicopter at anytime. ACM may observe and photograph any vessel of a Competitor from another vessel or helicopter within any harbour in a safe manner but not closer than 50 metres of any Competitor's base seawall;
  - (b) Shall not photograph another Competitor's yacht from anywhere beyond the harbour walls of Port Americas Cup within 250 metres of another Competitor's yacht without prior written permission from that Competitor, copied to ACM, and with the ability of the photographed Competitor to see and delete (approve) any photograph before release;
  - (c) Except as permitted by **CR 15.3**, may only photograph from an ACM Media Boat during the Event;
  - (d) May photograph another Competitor's yacht from 50 m away, if there is prior written permission from all Competitors in that race. The ACM Media Boat driver must have a copy of the written permission before embarking the Team Photographer.

“Team Photographer” for the purposes of this **CR 15.4** shall mean any person who is under an exclusive contract with one Competitor, to supply images to that Competitor for any purpose.

## **16. PENALTIES**

Unless otherwise prescribed, penalties for breach of these Competition Regulations shall be determined in accordance with Article 32. Penalties may include a reduction in the number of registered sails permitted for a Competitor in **CR 10.1**, a reduction in the number of declared sails permitted in **CR 10.2**, or loss of points and such other measures as may be required to cancel or counter any possible advantage gained.

## **17. INDEPENDENT COMPETITORS**

No Competitor shall make any arrangements to gain an advantage through actions or activities of another Competitor or other person or entity which the first Competitor could not itself undertake without a breach of these Competition Regulations.

**ISSUED BY ACM ON THE 7<sup>th</sup> NOVEMBER 2007**

AC Management SA



---

Michel Hodara, Chief Executive Officer

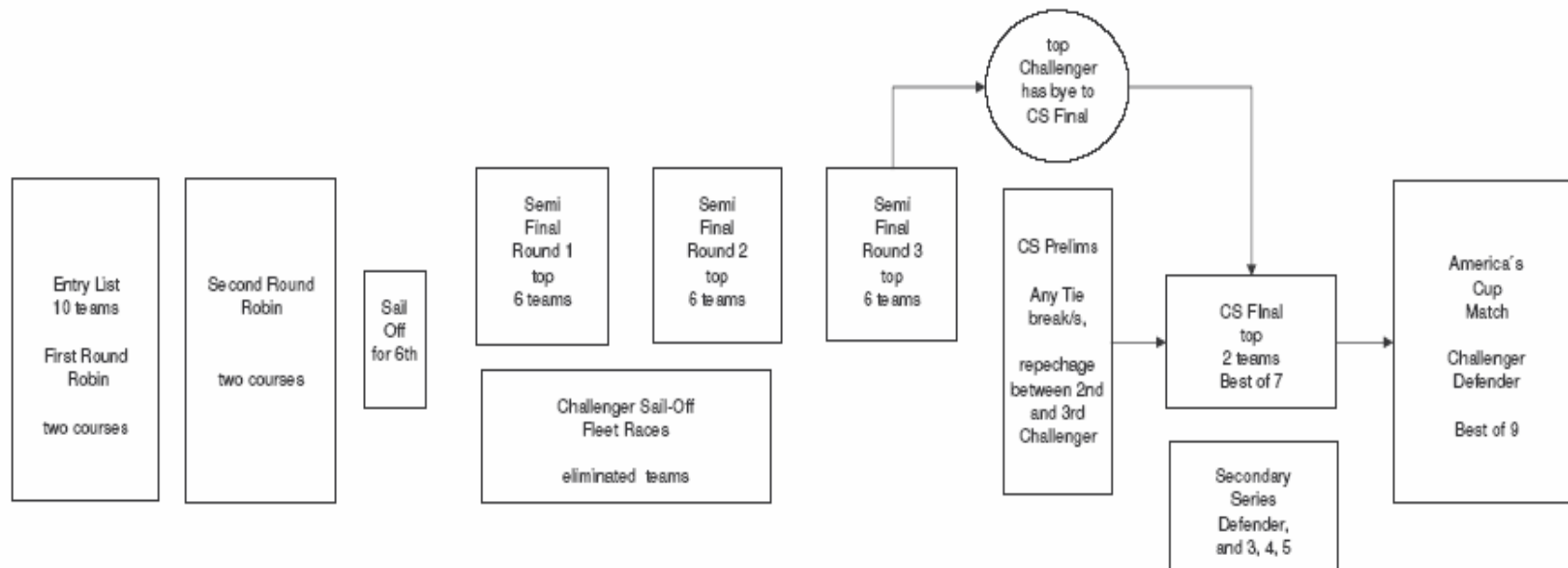


---

Nathalie Vez-Habegger, General Counsel

## Schedule 1: Proposed 2009 Event Format (CR 3.2)

### EVENT SCHEME



TIME TABLE BASED ON 8 OR 9 CHALLENGERS

MAY																																																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																							
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S																							
ROUND ROBIN 1														ROUND ROBIN 2										SEMIS																													
1-1		1-2		1-3		1-4		1-5		RES		1-6		1-7		1-8		1-9		RES		RES		2-1		2-2		2-3		2-4		2-5		RES		2-6		2-7		2-8		2-9		RES		T/B		RES		S1-1		S1-2	
JUNE																																																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																								
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T																								
SEMI ROUND 1				SEMI ROUND 2								SEMI ROUND 3										REPECHAGE																															
S1-3		S1-4		RES		S1-5		S2-1		S2-2		S2-3		RES		S2-4		S2-5		S3-1		S3-2		S3-3		RES		S3-4		S3-5		RES		T/B		T/B		T/B		RES													
CHALLENGER SAIL-OFF																																																					
JULY																																																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																							
W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F																							
CHALLENGER SELECTION														AMERICA'S CUP MATCH																																							
CF1		CF2		CF3		CF4		CF5		RES		CF6		CF7		RES		AC1		AC2		AC3		AC4		AC5		AC6		AC7		AC8		AC9		RES		RES															
SECONDARY SERIES																																																					

## **Schedule 2: Trials, Challenger Sail Off, Challenger Selection, Secondary Series (CR 3.4)**

---

### **TRIALS – ROUND ROBINS & SEMI FINAL SERIES**

1. Competitors shall race each other once in two Round Robins (“RR1” and “RR2”) scoring 1 point for each win.
2. The top scoring 6 Competitors shall proceed to a semi final series comprising three Round Robins (“SF1” “SF2” and “SF3”). Points from RR1 and RR2 shall not be counted.
3. Competitors in the semi final series shall race each other, once, in three Round Robins (“SF1”, “SF2”, and “SF3”) scoring 1 point for each win.
4. The highest placed Challenger after SF3 shall proceed to the Challenger Selection.
5. The second and third placed Challengers after SF3 and after any Sail-Off required to determine third place as in **CR** Schedule 2 clause 14 below, shall compete in a repechage series; the first Challenger to win two points shall proceed to the Challenger Selection.

### **TRIALS - CHALLENGER SAIL-OFF**

6. During SF1, SF2 and SF3, ACM shall concurrently stage the Challenger Sail-Off which shall be a series of 5 fleet races for the eliminated Challengers. The Defender may at its option compete in the Challenger Sail-Off if eliminated from competing in the semi final series.
7. The Course Area for the Challenger Sail-Off shall be adjacent to the Course Area used for SF1, SF2 and SF3.
8. The results of this fleet race regatta will be used to determine the final places amongst these Challengers and will affect the distribution of the net surplus.

### **TRIALS - SECONDARY SERIES**

9. During the Challenger Selection, ACM shall concurrently stage the Secondary Series comprising two Round Robins for the eliminated Challenger semi-finalists and the Defender.
10. The Course Area for this Regatta shall be adjacent to the Course Area used for the Challenger Selection.
11. The results of the Secondary Series will be used to determine third, fourth and fifth and possibly sixth place amongst the Challengers and will affect the distribution of the net surplus.

## TIES

12. Ties between 2 or more Competitors shall be broken according to Appendix C 11.1 of the ISAF Racing Rules of Sailing 2005-2008 or such other system as may be agreed by the Regatta Director and the Competitor Commission. This system will result in a placing for each Competitor. However, if one or more Competitors on equal points are to be eliminated from advancing to the next series then the affected Competitors shall compete in a sail-off to determine which Competitors progress.
13. Any sail-off to determine which tied Competitor(s) advance shall be one race between each pair and operate as follows:
  - (a) If the sixth and seventh placed Competitors have an equal number of points, there will be a sail-off;
  - (b) If the sixth, seventh and eighth placed Competitors have an equal number of points, the two Competitors with the lowest placing will have a sail-off, and the winner will meet the other Competitor (with the highest placing of the three) in a sail-off;
  - (c) If the sixth, seventh, eighth and ninth placed Competitors have an equal number of points, the highest placed Competitor will choose which of the other three he will race in a sail-off, and the other two Competitors will have a sail-off; then the two winners will meet in a sail-off;
  - (d) If the fifth, sixth, and seventh placed Competitors have an equal number of points, the highest placed Competitor shall be confirmed in that placing, and the other two Competitors will have a sail-off for sixth place;
  - (e) If the fifth, sixth, seventh and eighth placed Competitors have an equal number of points, the highest placed Competitor will choose which of the other three he will race in a sail-off for fifth place; the other two Competitors will have a sail-off for sixth place;
  - (f) The principles above will also be applied after SF3 to resolve any tie involving more than two Challengers where one or more of the Challengers will be eliminated.
14. Further to **CR** Schedule 2 clause 13 (f) above, if the third and fourth placed Challengers after SF3 have an equal number of points, they shall compete in a one race sail-off to determine third place as in **CR** Schedule 2 clause 13 (a) above.

## CHALLENGER SELECTION

15. The highest placed Challengers, determined after completion of the Trials as set out in these Competition Regulations shall compete in the Challenger Selection. The winner of each race in the Challenger Series scores one point, the loser scores no points. The winner of the Challenger Series will be decided by the first yacht to score four points, and the winner shall subject to Article 13.4 be the Challenger for the Match.

## **Schedule 3: Regulations Particular to Version 5.0 ACC Yachts**

---

### **1. CONSTRUCTION OF VERSION 5.0 ACC YACHTS**

- 1.1 There is no restriction on the origin, place of construction, or design of a Version 5.0 ACC Yacht its spars, sails, appendages or equipment used by any Competitor in Qualifying Regattas provided they have been constructed prior to 3<sup>rd</sup> July 2007.
- 1.2 No Competitor may construct a new Version 5.0 ACC Yacht after 3<sup>rd</sup> July 2007.
- 1.3 A Competitor may acquire at any times any Version 5.0 ACC Yachts and any component of a Version 5.0 ACC Yacht.
- 1.4 A Competitor may acquire at any time the plans, specifications, and/or design and performance information of any Version 5.0 ACC Yacht.
- 2. **No Two Boat Testing:** No Competitor shall at any time sail more than one Version 5.0 ACC yacht.
- 3. **Sail Limits:** Each Competitor may declare a maximum of 25 sails for racing in the Qualifying Regattas in 2008.
- 4. **2009:** No Competitor shall sail a Version 5.0 ACC Yacht at the Venue in 2009.

### **5. SHROUDING OF UNDERBODIES**

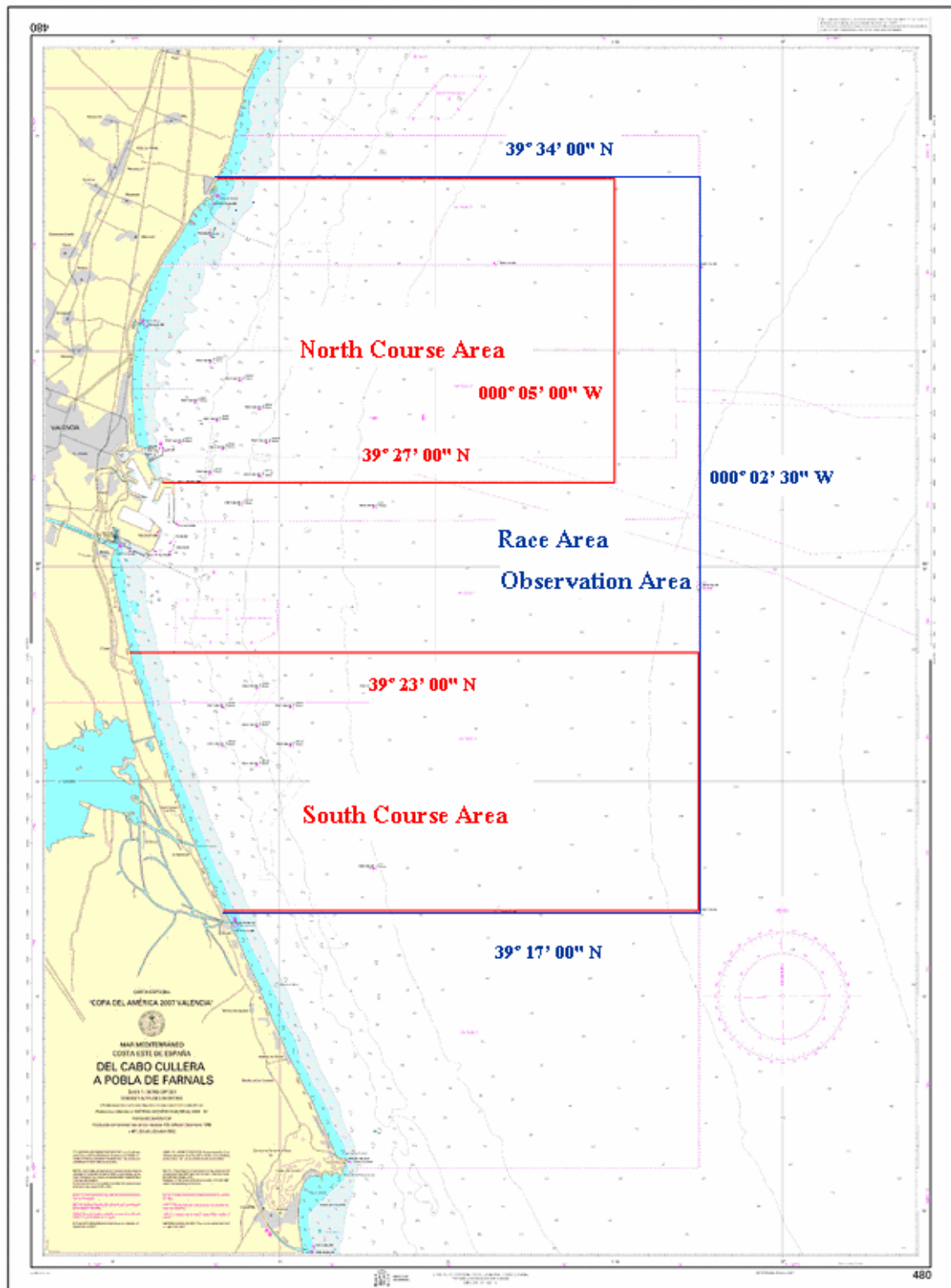
- 5.1 No exterior part of the hull or appendages of any Version 5.0 ACC Yacht shall be shrouded or skirted at any time.
- 5.2 Use of protective wrapping during shipment of any Version 5.0 ACC yacht, placing a Version 5.0 ACC yacht in a building or shelter with a solid floor for storage, or while carrying out maintenance or modifications, shall not constitute shrouding, nor will normal sailing operations.

### **6. MODIFICATIONS TO VERSION 5.0 ACC YACHTS**

- 6.1 **Purpose and intent:** The purpose of this **CR** Schedule 3 clause 6 is to allow Version 5.0 ACC Yachts to be reshaped in a cost effective manner.
- 6.2 **Limits of Hull Modifications:** Competitors may modify the hull of one Version 5.0 ACC Yacht by a maximum of 50% of the Original rule legal Hull laminate.
- 6.3 **Original rule legal Hull laminate:** The “Original rule legal Hull laminate” for a Version 5.0 ACC Yacht or an earlier version ACC Yacht shall be as the Hull was on the 3<sup>rd</sup> July 2007.
- 6.4 **No limits on modifications of decks:** There is no limit on modifications that may be made to any Version 5.0 ACC Yacht’s deck or cockpit surface.

- 6.5 **No limits on shape changes with fairing materials:** There is no limit on shape changes to a Hull that may be achieved by the use of fairing materials over a rule legal Hull laminate, nor shall these be considered to be modifications:
- 6.6 **Technical Director to approve modifications:** No modifications shall be made to the rule legal Hull laminate of a Version 5.0 ACC Yacht without the written approval of the Technical Director. The Technical Director is empowered to give approval after a modification is commenced where the terms of this **CR 6** have otherwise been complied with and the Technical Director is satisfied failure to obtain approval was through inadvertence;
- 6.7 **Approval procedure:** The following procedure shall apply:
- (a) A Competitor shall provide the Technical Director with a copy of the lines plan for the Hull of the yacht as it existed as on 3<sup>rd</sup> July 2007;
  - (b) The Competitor shall provide the Technical Director with plans of the proposed modifications showing the cut lines and physical reference points (such as bulkheads) in respect of each proposed modification. The Technical Director shall then calculate both:
    - (i) the modification in the Original rule legal Hull laminate resulting from the particular proposed modification; and
    - (ii) the new aggregate of all modifications including this proposed modification.
  - (c) The Technical Director shall advise the Competitor in writing of these calculated values;
  - (d) The Technical Director may also require a measurement check at anytime.
- 6.8 **Access to information**
- (a) The Technical Director shall be provided with any additional information he requests and believes is necessary to determine whether the modification is permitted;
  - (b) The Technical Director shall hold all plans provided under this **CR** Schedule 3 clause 6.7 above in strictest confidence, and such plans shall normally be stored for safe keeping in a recognised safety deposit facility or filed in an electronic form protected by an appropriate security encryption.
- 6.9 **Repairs and Movement of Appendages:** A repair, approved by the Technical Director, which returns the yacht to its original configuration before sustaining damage, shall not be considered a modification. Nor shall the movement, replacement or installation of an appendage or fitting, approved by the Technical Director, which requires a modification to the Original rule legal Hull laminate, providing that the overall fair body shape of the hull surface is not altered.

## Schedule 4: Valencia Race Area and Observation Area (CR 4.1)



**THE OBSERVATION AREA IS LIMITED AS FOLLOWS:**

- To the north by the parallel 39° 34' 00" N.
- To the west by the meridian 000° 02' 30" W
- To the south by the parallel 39° 17' 00" N.
- To the west by the coast line of Valencia from Pobla de Farnals to El Perello

*Valencia harbors and la Albufera will be included in the race area.*

**The north course area is limited as follows:**

- To the north by the parallel 39° 34' 00" N.
- To the west by the meridian 000° 05' 00" W
- To the south by the parallel 39° 27' 00" N.
- To the west by the coast line of Valencia from Pobla de Farnals to Valencia

**The south course area is limited as follows:**

- To the north by the parallel 39° 23' 00" N.
- To the west by the meridian 000° 02' 30" W
- To the south by the parallel 39° 17' 00" N.
- To the west by the coast line of Valencia south of the harbor to El Perello

## Schedule 5: MDS Specification (CR 14.1)

---

### 1. INTRODUCTION

- 1.1 This document specifies a meteorological data service (MDS) to be provided by AC Management Ltd (ACM) pursuant to Article 15 of the Protocol.
- 1.2 The MDS provides only raw meteorological data, from the Valencia race area. Competitors are required to arrange for its interpretation and analysis.

### 2. DELIVERABLES

- 2.1 Unless otherwise agreed by ACM shall provide the following:

(a) Meteorological Data:

- (i). All collected data will be delivered to a central secure server controlled by the MDS;
- (ii). The following data will be available from the server:
- Weather buoy;
  - RC weather boat data;
  - Land-based station data;

Profiler and wave data may be provided from a third party server.

- (iii). The data will be stored in a database under the control of the MDS;
- (iv). The communication with the MDS Server will take place using the https protocol, the client computer will provide username and password, then periodically request updates. The data the client downloads consist of successive lines of comma separated values; each of these lines corresponds to a weather device (buoy, boat, land-station). The format of the data and the communication protocol to the server will be documented and provided to each authorized recipient in a separate document. The server will be capable of providing two simultaneous connections per subscribed Competitor. It is the Competitor's responsibility to access the server and obtain data off it;
- (v). The wind data will be averaged then transmitted to the ACM server every 15 seconds during 9am-7pm, and averaged over a 15 second interval. During the hours of 7pm till 9am the data will be averaged and transmitted every 5 minutes to the ACM server (from a minimum of one data point from the North and South courses);

- (b) Display Software: The MDS will provide a viewing software tool similar to software used for 32nd AC for showing the weather stations in a geographic display and a time based graph;

### **3. COMPONENTS**

#### **3.1 Weather Buoys**

- (a) Specifications:
- (i). The weather buoys selected will have the same physical characteristics as the buoys used for the 32<sup>nd</sup> AC;
  - (ii). The buoys have the ability to send TWD and TWS with the following component accuracy over a 10 minute average period in waves less than 1 meter , and wind strength greater than 7 knots
    - TWD:  $\pm 3^\circ$ ;
    - TWS:  $\pm 5\%$
  - (iii). The N and S grid buoys will provide in addition to (b):
    - Air Temperature:  $\pm 0.5^\circ \text{C}$ ;
    - Relative Humidity:  $\pm 2\%$ ;
    - Barometric Pressure:  $\pm 0.10 \text{ HPa}$
  - (iv). The centre buoys of both the North and South Course will also have a current sensor to provide real time data;
- (b) Placement: Both the North and South Courses will have seven weather buoys equally spaced in a circle with a radius of 1.3 nm and 1 buoy at the centre of both race course areas. MDS will advise the location of the buoys prior to 1 February 2008;
- (c) 4 grid buoys will be installed with a distance of at least 3.5miles from the centre of both race course areas.

#### **3.1 Race Committee Weather Boats**

- (a) Specifications: Race Committee weather boats shall have wind instrumentation with performance similar to that specified for weather buoys at an elevation of between 6-10 meters above sea level;
- (b) Placement during Official Races;
- (i). The Race Committee will supply TWS/TWD data from boats at the start and in the vicinity of the windward mark. The Windward mark Race Committee boat will deploy an anchor whilst on station, so the weather data will conform to accuracy specifications of the weather buoys;

- (ii). This data will be made available to the MDS and on the server as described in **CR** Schedule 5 clause 2.1 above.

### 3.3 Land Stations

(a) Specifications:

- (i). All land based stations shall have the ability to send wind direction and wind speed data with the following component accuracy, in conditions suitable for racing:
- TWD:  $\pm 3^\circ$ ;
  - TWS:  $\pm 5\%$
- (ii). On the most Northern Western and Southern Western Land Based Stations a Temperature/Barometric/Relative Humidity Sensor will be installed with the following accuracy specifications:
- Air Temperature:  $\pm 0.5^\circ \text{C}$ ;
  - Relative Humidity:  $\pm 2\%$ ;
  - Barometric Pressure:  $\pm 0.10 \text{ HPa}$

- (b) Placement: Six land-based stations will be operated in the same locations as for the 32<sup>nd</sup> America's Cup.

### 3.4 Wind Profiler

Competitors will have access to the wind profiler data on similar basis as provided by Valencia 2007 for 32<sup>nd</sup> Americas Cup.

## 4. OPERATIONAL CONSIDERATIONS

- (a) All Race Committee boats assigned to collecting weather data will make all endeavours to be in position 1 hour before the race starts;
- (b) MDS staff will attempt to fix any faults with the MDS system during the racing period within 1hr of finding the fault. If possible the buoy data will be replaced by MDS boat data for the period;
- (c) During non-race periods MDS staff will attempt to fix any fault with the MDS system by the next working day. Work days will be defined from Monday-Friday;
- (d) For the months from October through March, MDS may remove up to 4 buoys at any one time to perform the yearly maintenance schedule.

## 5. SCHEDULE 2008

- (a) MDS weather buoys will be installed by 1 May 2008 to configuration specified by ACM;

- (b) MDS weather data may be available at non-Valencia pre-regatta details to be specified 60 days prior to the Qualifying Regatta.

## **6. CALIBRATION**

- (a) An installation calibration procedure for the weather buoys, land based stations, and weather boats will be provided by the MDS and be available on the server. This will adhere to industry standard procedures as much as practical;
- (b) In addition a regular calibration check procedure for each weather buoy, land based station, and the weather boats will be documented on the server. The results of regular calibration checks will be documented in a history file for each station showing the calibration and associated errors. In addition the maintenance history will be included in this history file;
- (c) The calibration check will be carried out by the MDS service of ACM.

**Schedule 6: AC 90 Class Insignia (CR 5.2)**

---

