



## Audiovisual appendix

# RETOUR À LA BASE 2023

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Organising Authority (OA)  
**LORIENT GRAND LARGE**

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## I. PREAMBLE

### **BETWEEN THE UNDERSIGNED:**

The **LORIENT GRAND LARGE association**, a non-profit-making association, domiciled at 6 bis rue François Toullec - 1er étage, 56100 Lorient

Hereafter referred to as '*ORGANISER*'

### **ON THE ONE HAND**

#### **AND**

Any natural person who is personally competing in the RACE

Hereafter referred to as '*SKIPPER*'

#### **AND**

Any natural person or legal entity (the *SKIPPER*, their Replacement skipper if need be, their Team Manager, their Sponsors, their Shore team, their Communication team), whose entry in the RACE has been accepted by the *ORGANISER*

Hereafter referred to as '*COMPETITOR*'

### **ON THE OTHER**

Lorient Grand Large is organising the Retour à La Base, a singlehanded race designed solely for IMOCA's. The season finale for the IMOCA Globe Series 2023, this non-stop transatlantic race back to Europe will depart Fort-de-France in Martinique on 26 November 2023 and will serve as a selective and qualifying passage for the Vendée Globe 2024.

To ensure that this sports event attracts the audience it deserves, the *ORGANISER* has set out an optimised production and exposure strategy for images, audio and live feeds, the use of which is organised and governed by the Audiovisual appendix. To this end, it relies on a desire to make content available and distribute it without exclusivity to:

- Provide the general public with as much media coverage of the race and its *COMPETITORS* as possible;
- Enable all the *COMPETITORS* and the *ORGANISER* to benefit from audiovisual coverage commensurate with their respective commitments.

Within this context, the *COMPETITOR* will participate in the promotion and development of the race. In addition, this contract enables the skipper to benefit from the photographic and audiovisual means implemented by the *ORGANISER*, whilst the latter will benefit from the *COMPETITOR'S* commitment, especially in terms of equipment, telecommunications and the sharing of information.

The COMPETITOR certifies that this Appendix is in line with the contracts they have previously concluded and will be in line with any contracts they happen to conclude prior to the start of the RACE, whilst ensuring they comply with this Appendix.

It is in the common interest of the parties involved to benefit from as much media exposure as possible.

## II. MEANS IMPLEMENTED BY THE ORGANISER

### COMMUNICATION PROVIDER

The ORGANISER invited tenders in a bid to entrust the overall management of the event communication to a specialist company. The simplified joint stock company **Tide** was selected.

The team will comprise an editorial communication manager, an event communication manager and an operational communication manager:

- [communication@retouralabase.org](mailto:communication@retouralabase.org)
- Aurélia Mouraud | Editorial communication manager: +33(0)6 22 04 74 20
- Mathilde Monier | Event communication manager: +33(0)6 30 31 18 06
- Astrid Van Den Hove | Communication manager: +33(0)6 13 97 41 31

The COMMUNICATION PROVIDER appointed by the ORGANISER has put together several teams to fill the various positions inherent to the promotion of the race. The teams rallied together for the race will be the responsibility of the ORGANISER, Lorient Grand Large, and its marketing and communication team.

### EDITORIAL TEAM

Tasked with the management and application of the editorial and writing policy for all the content broadcast on the website as well as the daily press releases for the entire race.

The team will comprise at least three writers, supported by a writing assistant tasked with transcribing the radio sessions and on-board messages:

- [redaction@retouralabase.org](mailto:redaction@retouralabase.org)
- Charlotte Chabas: +33(0)6 68 43 39 44
- Antoine Grenapin: +33(0)6 26 61 01 79
- Aurélia Mouraud: +33(0)6 22 04 74 20

## DIGITAL TEAM

Tasked with the management and application of the digital editorial policy, content production, coordination of each of the race's distribution channels, relations with influencers and management of the purchase of advertising space.

The team will comprise at least one Social Media Manager, supported by two Community managers:

- Alexandre Morceau: [digital@retouralabase.org](mailto:digital@retouralabase.org) - +33(0)7 60 82 52 87

The editorial and digital means deployed by the ORGANISER will be detailed at a meeting organised between now and the press conference on 19 September 2023.

## PRESS TEAM

Tasked with providing race media coverage, management of media relations before, during and after the race, and the optimisation of media hits for both the event and the Lorient area.

The team will comprise a press attaché specialised in offshore racing, in collaboration with Lorient Agglomération's press office:

- [presse@retouralabase.org](mailto:presse@retouralabase.org)
- **Cécile Gutierrez** | Press attaché Retour à La Base: +33(0)6 64 92 92 10
- Myriam Breton-Robin | Head of press relations for Lorient Agglomération: [mbretonrobin@agglo-lorient.fr](mailto:mbretonrobin@agglo-lorient.fr)

Mission carried out by the video team:

- Distribution of press releases for the 'Race' and partners
- Organisation of the press conference and presentation of the SKIPPERS
- Organisation of a press trip to ensure wide media coverage of the finishes

## PHOTOGRAPHIC TEAM

Tasked with the production, realisation, distribution and optimisation of the circulation of copyright-free photos for the ORGANISER, its partners and the press.

The photo team will be in charge of taking photos during the press conference on 19 September, throughout the event from 21 November 2023, of the Start and Finishes, as well as taking delivery of any images sent by the COMPETITORS throughout the duration of the race.

The team will comprise one coordinator and three photographers:

- **Arnaud Letrésor** | Coordinator: [photo@retouralabase.org](mailto:photo@retouralabase.org) - +33(0)6 77 34 99 75
- Photographers: **Anne Beaugé, Jean-Louis Carli, Pierre Bouras**

Any photos taken by the ORGANISER will be made available to the COMPETITORS in low definition for their in-house and external communication, excluding the purchase of advertising space, as well as in high definition solely for press dispatches (excluding covers and double page spreads of press publications).

Any use for advertising or commercial purposes will be subject to the purchase of additional rights from the relevant photographer.

Credit for the official race photographers will be compulsory:

© Forename Surname / Retour à La Base.

Access to the photos will be via the [Class IMOCA server](#).

## VIDEO TEAM

Tasked with the production and realisation of race video images, which are copyright-free for the ORGANISER, its partners and the press, from 21 November 2023 and through until the official prize-giving for the race.

The COMMUNICATION PROVIDER has appointed the **Air Vide et Eau Productions** company to provide video coverage of the Retour à La Base 2023.

- Contact: [video@retouralabase.org](mailto:video@retouralabase.org)

The video team will comprise one director and at least one camera operator:

- Director: Thomas Sametin
- Camera operator: Aurélien Le Bourhis

Audiovisual services provided by the video team:

- From 21 November 2023: realisation of various mood material for audiovisual media and the event's distribution channels through until the race start
- 26 November 2023: footage of the start and creation of material for audiovisual media and the event's distribution channels
- Race: reception of images, distribution to audiovisual media and editing of various material for audiovisual media and the event's distribution channels
- Finishes: footage of at least the first 3 SKIPPERS and the creation of material for audiovisual media and the event's distribution channels

*The live broadcast of the first 3 SKIPPERS finishing the race and footage of the arrival of each SKIPPER is yet to be determined.*

- December: creation of an official race film for audiovisual media and the event's distribution channels

### III. COMPETITORS' OBLIGATIONS

The videos filmed by the ORGANISER will be made available to the COMPETITORS for their in-house and external communication, excluding the purchase of advertising space, and for dispatch to the press.

Any use for advertising or commercial purposes will be subject to the purchase of additional rights from the Air Vide et Eau Productions company.

Credit for the official race videos will be compulsory:

© *Air Vide et Eau Productions / Retour à La Base.*

Access to the videos will be possible via the race's video server.

#### VIDEO SERVER

The ORGANISER will use the [Class IMOCA multimedia server](#) to circulate all the photo and video 'image library', the official communication documents and the photo content produced by the SKIPPERS during the race.

Moreover, the ORGANISER has appointed the audiovisual production company **Nefsea Production** to deploy a distribution platform for video content produced by the SKIPPERS during the race.

These secure servers will solely be for use by the ORGANISER, the COMPETITORS, the accredited media and race partners.

This distribution platform will remain open for 2 months.

#### CRISIS COMMUNICATION

The ORGANISER will set out the crisis communication protocol in direct connection with Race Management, its communication providers and the COMPETITORS.

The organisation will share this protocol with all the COMPETITORS and those involved in the race prior to the press conference on 19 September 2023.

## **AUTHORISATIONS, GUARANTEES AND OBLIGATIONS OF PRESENCE**

Before, during and after the RACE, the COMPETITOR must make themselves available, by prior appointment, to attend all the race highlights (see official schedule) and comply with any request from the ORGANISER to promote the race and its partners.

To enable them to implement their race communication and promotion activities, the COMPETITOR agrees to allow the ORGANISER and all its service providers to make worldwide use of their image, their name and their voice, before, during and after the race, on a non-exclusive basis, throughout the entire period of legal protection for their intellectual property rights, from the date the audiovisual appendix is signed or, if the need arises, from delivery of the relevant images.

The ORGANISER will be free to make these images available to the media and use them at will in any presentations and on any media, for its own communication needs and/or those of its partners, with the exception of any commercial use and any obvious conflict of interest with COMPETITORS' partners.

## **MULTIMEDIA CONTACT**

Each SKIPPER must appoint a media contact and share their details with the ORGANISER, before 26 October 2023 and for the entire race.

This contact info will be sent to: [communication@retouralabase.com](mailto:communication@retouralabase.com)

This multimedia contact will be the ORGANISER's permanent representative for any communication material. As such, this contact undertakes to spontaneously provide the ORGANISER and all its service providers with all the information and documents necessary for setting up good communication for the race in due time and keep it informed of all the different elements essential to the fulfilment of any envisaged actions.

During the race, the multimedia contact will have the following missions:

- alert the ORGANISER in the event of a SKIPPER's refusal to circulate photos and video images
- send out possible photo and video images sent by the SKIPPER upon receipt via other channels than those made available by the ORGANISER

## **IMAGE LIBRARIES**

The ORGANISER will deal with recovering all the photo and video image libraries sent by the COMPETITOR in the pre-season races via the Class IMOCA server.

## DISPATCHING OF PHOTOS DURING THE RACE

When racing, the SKIPPER will send their photo media to a personalised FTP address set up by the ORGANISER, who will take receipt of the files to make them available on the server.

Where possible and according to their means, each SKIPPER must send the ORGANISER, a minimum of three photos on different themes per week of racing:

- portrait and/or landscape format
- selfies
- outside panoramas, by day and/or night
- snapshots from life aboard, action moments...
- encounters with other boats, fauna...

No validation of photo content will be requested from the multimedia contact. The coordinator of the ORGANISER's photographic team will get in touch with the multimedia contact if they believe that one or several of the images received may prove problematic.

The ORGANISER will also ensure that it is possible for the SKIPPERS to send photo files via WhatsApp and Telegram instant messaging.

The relevant telephone number will be provided at a later date.

## VIDEO SENDS DURING THE RACE

When racing, the SKIPPER will send any video material set out in the distribution schedule using a personalized FTP address set up by the ORGANISER, **or** directly to their team, in which case the latter must send them to the ORGANISER **upon receipt**.

Where possible and according to their means, each SKIPPER must send the ORGANISER

**2 to 3 elements of video content over the entire race.**

As soon as the SKIPPER returns to Lorient or retires from the race, the COMPETITOR will have 48 hours to send the ORGANISER all the images they've filmed during the race, whether or not the SKIPPER has sent these images during the race. These images will be used as part of the official race film and for the future promotion of the event.

The video production means deployed by the ORGANISER will be detailed at a meeting organized between now and the press conference on 19 September 2023.



## COMMUNICATION WITH THE EDITORIAL TEAM

Before, during and after the race, the SKIPPER must make themselves available for audio communications with the ORGANISER to benefit the race's exposure.

The ORGANISER's editorial and digital teams will get in touch with the COMPETITORS by early October to set up the most efficient communication system (call, email or instant messaging).

The relevant telephone number will be provided at a later date.

## TEXT CONTENT

In addition to the photo and video multimedia content, the editorial and digital teams strongly urge the SKIPPERS to share their written content, such as 'night messages' and 'logs'

These texts will be sent to: [redaction@retouralabase.org](mailto:redaction@retouralabase.org)

## AUDIO CONTENT

The ORGANISER's editorial and digital teams will set up an official 'answering machine'.

Where possible and according to their means, each SKIPPER must send the ORGANISER **1 to 2 voice messages per week**.

The relevant telephone number will be provided at a later date.

## DIGITAL CONTENT

To optimise the reach of any publications by the COMPETITORS and the ORGANISER, the COMPETITOR undertakes to approve crossposting, comments and identification across all their social network accounts to those of the race.

To optimise the relaying of COMPETITORS' publications, the ORGANISER strongly urges the COMPETITORS to comment on, or at least identify the race accounts on every news publication.

For its part, the ORGANISER undertakes to comment on and identify the account of each COMPETITOR referred to in any publication.

The ORGANISER's digital team will send the crossposting links to each COMPETITOR by early October.

## IV. INTELLECTUAL PROPERTY

### LICENSING OF CONTENT RIGHTS

In accordance with the provisions set out in articles L.333-1 et seq. of the French Sports Code, the ORGANISER owns the exploitation right for the race it is organising.

By virtue of the effort it is making in hosting its event and promoting it, the ORGANISER remains the owner of any films, videos, photos and other audiovisual elements it produces, within the meaning of articles L.132-23 and L.215-1 of the French Intellectual Property Code.

As the author of the content, the COMPETITOR nevertheless remains the producer of any films, videos, photos and other audiovisual elements it produces before and throughout the duration of the race within the meaning of articles L.132-23 and L.215-1 of the French Intellectual Property Code.

Therefore, the COMPETITOR and the ORGANISER both undertake to carry out certain services and transfer the rights to the images as detailed in this audiovisual appendix.

It is explained as and whenever necessary that the COMPETITOR retains full control of their REPRODUCTION RIGHTS, provided that they do not infringe the ORGANISER's ownership of the race's exploitation rights to enforce articles L.333-1 et seq. of the French Sports Code.

### GRANTING OF REPRODUCTION RIGHTS

Within the scope of their participation in the race, the COMPETITOR grants the ORGANISER a licence for the REPRODUCTION RIGHTS it holds in relation to its images, on all manner of media and for the purposes of any race communication, information and promotion activities by the ORGANISER.

The term MEDIA refers to all processes or methods of distribution, written, audio, visual, digital or tactile sends or broadcasts, any combination of these elements, particularly intangible (press, radio, television, any new broadcast tool, any electronic media, communication network, social networks, teasers, web series, reports and documentaries) or tangible (guides, promotional leaflets, flyers, signs, point-of-sale advertising, displays, stands, catalogues, leaflets, brochures, annual reports).

The term RACE COMMUNICATION, INFORMATION AND PROMOTION ACTIVITIES refers to any distribution, information or method used directly or indirectly by the ORGANISER such as any action involving:

- Public relations and press relations;
- Creation and uploading of a multimedia server;
- Promotion of the race, its partners and activities and services by the ORGANISER;
- Public information;

The reproduction right notably includes the right to reproduce the 'pre-race and race images' using any technical means currently known or unknown, alone or associated with other creations, on any media currently known or unknown (including video recordings, mobile phones, downloads and databases), in any format.

The representation right notably includes the right to represent the 'pre-race and race 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 the 'pre-race and race images' as part of official news, magazines, teasers, web series, reports and documentaries.

The adaptation right notably includes the right to touch up and/or modify digital files, and to use any processes with a view to making a digital representation or reproduction of all or some of the 'pre-race and race images,' in linear or interactive mode, enabling the reconstitution of 'pre-race and race images,' in full or in fragments, alone or incorporated into other audiovisual, computerized or telematic elements, or any other element, whatever the form or the content, without altering the image of the COMPETITOR.

The COMPETITOR accepts that their 'pre-race and race images' may be subject to the insertion of the logos of all race partners and suppliers in order to publicize the race and/or demonstrate their involvement in the latter, with the exception of any commercial use and any obvious conflict of interest with the COMPETITOR's partners.

The concession is granted worldwide and for a period of 70 years upon the signing of this document.

In return for the exposure that the race brings the COMPETITOR as well as the promotion done for them by the ORGANISER, this concession is granted and accepted free of charge.

Moreover, the ORGANISER allows the COMPETITOR to use the images produced by the ORGANISER and made available to the media within the scope of the race

('Images by the ORGANISER') free of charge and on a non-exclusive basis worldwide, throughout the entire period of legal protection for their intellectual property rights, from the date the multimedia appendix is signed or, if the need arises, from delivery of the relevant images.

This authorisation includes the reproduction, representation and adaptation rights as set out above.

In this way, the ORGANISER accepts that the Images by the ORGANISER may be subject to the insertion of the logos of all the COMPETITOR's partners in order to publicise the race and/or demonstrate their involvement in the latter, with the exception of any commercial use and any obvious conflict of interest with the race partners and the ORGANISER.

In this way, the COMPETITOR may notably use the Images by the ORGANISER (photos, videos, audio, content for the press, graphic identity, etc.) such as those made available on the multimedia server. The COMPETITOR may make them freely available to the media and use them at will in any presentations and on any media, to publicise their activity and/or that of their partners.

## **GUARANTEES**

The COMPETITOR declares that they hold all the necessary rights to the content enabling them to agree to these concessions.

Where necessary, the COMPETITOR declares that they have secured all the necessary authorisations to agree to these concessions and provides the ORGANISER with a guarantee on these grounds.

The ORGANISER and COMPETITOR mutually indemnify against any claims or proceedings that might be taken by any legal entity or natural person, including their sponsors, partners and suppliers, who may have any right whatsoever to all or some of the images transferred by this multimedia appendix and consider themselves free and exempt from any claim regarding costs, including litigation, that may come as a result (including lawyers' fees).

## **RIGHTS TO MONITOR AND PREVENTION OF CONFLICTS OF INTEREST**

The COMPETITOR will have free access to the ORGANISER's images and will be able to request the immediate deletion of any images, photos and/or film sequences representing the COMPETITOR in a manner which they consider, in their reasonable

opinion, to be undignified, unflattering and/or likely to cause them to be discredited in the eye of the public or their partners.

As indicated in the preamble, it is in the common interest of the parties to benefit and enable their partners to benefit from maximum media exposure, notably through the use of their respective images according to the terms and conditions of this audiovisual appendix.

The parties undertake not to grant a licence for activities with solely commercial aims (purchasing of advertising space on hoardings and TV ads) to their official partners, suppliers and licensees for any images to which they are respectively assignees in respect of this audiovisual appendix. They undertake to direct their partners, suppliers and licensees towards the party to whom the desired images belong in order to reach a possible agreement.

Generally speaking, for any use of the rights, the parties undertake to make every effort to prevent the use of any images by their official partners, suppliers and licensees leading to an obvious conflict of interest between their respective partners and/or likely to have repercussions deemed detrimental to the latter before, during and after the race.

## **AMENDMENTS**

Any modification by the ORGANISER to this audiovisual appendix will be the subject of a published amendment(s) shared with all the skippers.

## **PENALTIES**

Failure to adhere to these undertakings will result in financial penalties being incurred, the details of which will be communicated at a later date in a 'Penalties' appendix.

## **SIGNATURES**

Signed in Lorient,  
On

The SKIPPER